

**Meeting Date:** 8/11/2015

**Report Type:** Consent

**Report ID:** 2015-00692

**Title: Contract Award: East Drainage Canal Multi-Use Trail Project (K19006000)**

**Location:** District 1

**Recommendation:** Pass a Motion: 1) approving the Plans and Specifications for the East Drainage Canal Multi-Use Trail Project (K19006000); 2) awarding the construction contract to DeWitt Bros & Co. Inc. for an amount not to exceed \$449,537; and 3) authorizing the City Manager to execute a contract with DeWitt Bros & Co. Inc. in an amount not to exceed \$449,537 for the East Drainage Canal Multi-Use Trail Project (K19006000).

**Contact:** Ofelia Avalos, Associate Civil Engineer, (916) 808-8158; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Engineering Services Admin

**Dept ID:** 15001111

**Attachments:**

1-Description/Analysis

2-Location Map

3-Contract

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### **City Attorney Review**

Approved as to Form

Gerald Hicks

7/28/2015 11:21:14 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 7/23/2015 12:13:18 PM

## Description/Analysis

**Issue:** The East Drainage Canal Multi-Use Trail Project (K19006000) was advertised and bids were received on July 1, 2015. The project will add a Class I bike trail to enhance bicycle safety and connectivity in North Natomas. Construction is expected to begin in August 2015 and be completed in October 2015.

DeWitt Bros & Co. Inc. is the lowest responsive and responsible bidder. City Council approval is necessary to award and execute a 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 improving the transportation system, achieving sustainability, improving air quality and neighborhood livability.

**Economic Impacts:** This project is expected to create 1.80 total jobs (1.04 direct jobs and 0.76 jobs through indirect and induced activities) and create \$277,560 in total economic output (\$174,948 of direct output and another \$102,612 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/NEPA):** The City adopted a Mitigated Negative Declaration (MND) and the Mitigation Monitoring Program for this project in conformance with CEQA on March 6, 2012.

**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 July 1, 2015. The bids are summarized below:

<b>Contractor</b>	<b>Bid Amount</b>	<b>Local Business Enterprise (LBE) Requirement (5%)</b>
DeWitt Bros & Co. Inc.	\$449,536.82	6.7%
Sierra National Construction	\$457,542.58	76.8%
B&M Builders	\$521,147.25	17.1%
Gabe Mendez Inc.	\$567,969.82	5.0%
Martin Brothers Construction	\$775,769.29	89.7%

The Engineer's estimate was \$500,000.

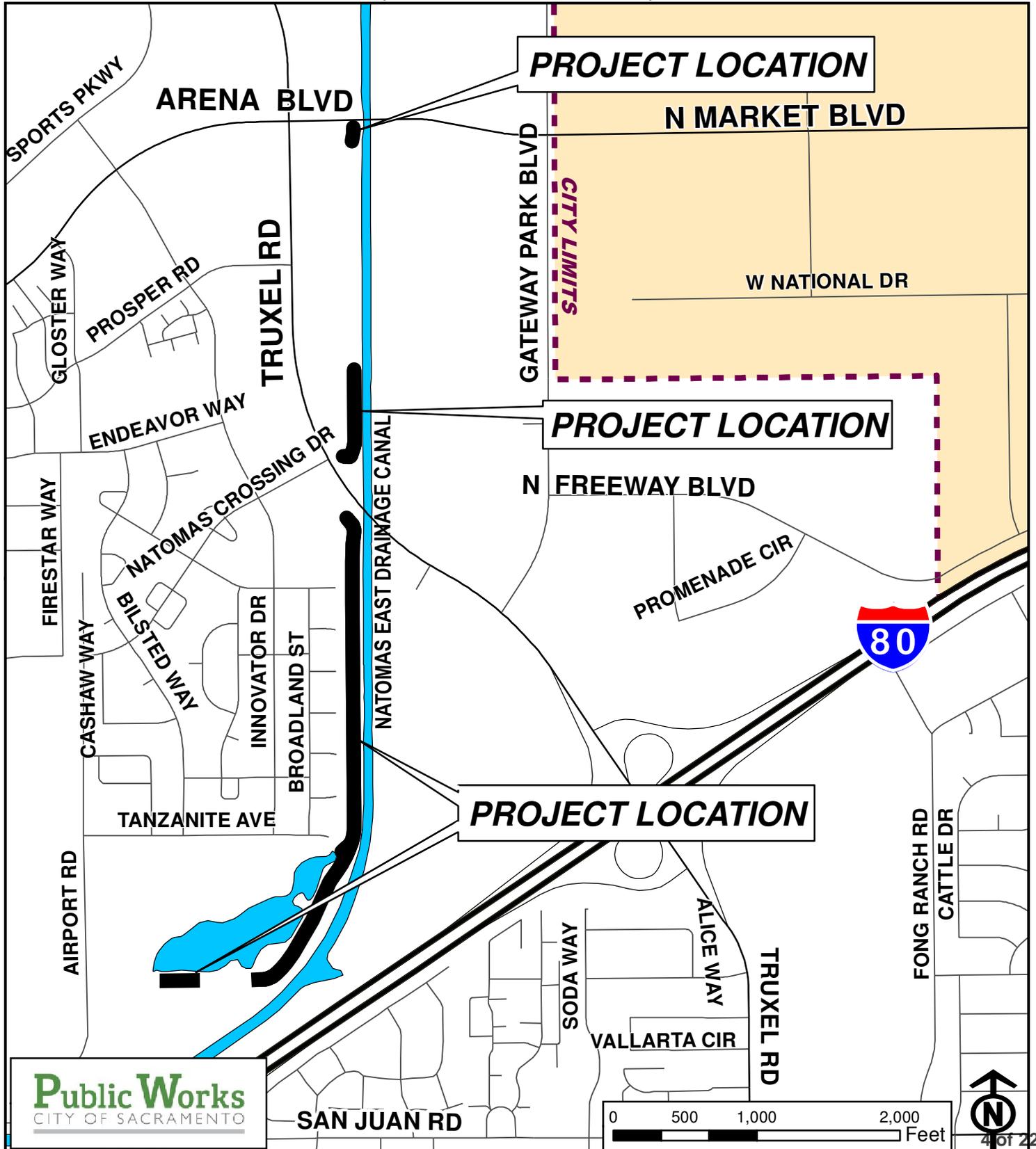
It is recommended that the contract be awarded to the lowest responsive and responsible bidder, DeWitt Bros & Co. Inc.

**Financial Considerations:** The estimated total project cost for the East Drainage Canal Multi-Use Trail Project (K19006000) is \$910,000. To date, \$244,350 has been expended and staff anticipates an additional \$665,650 will be needed to complete the project. As of July 14, 2015, the project's unobligated balance is \$665,650 which is sufficient to execute the construction contract with DeWitt Bros & Co. Inc.'s in the amount of \$449,536.82 and cover remaining construction engineering costs.

**Local Business Enterprise (LBE):** The City's LBE requirement for this project is 5%. DeWitt Bros & Co. Inc. met the requirement by achieving 6.7% LBE participation.

Location Map for

East Drainage Canal Multi-Use Trail  
(PN: K19006000)



**CONTRACT SPECIFICATIONS**

**For**

**East Drainage Canal Multi-Use  
Trail (PN: K19006000)**

**Bid # B1151131030**

For Pre-Bid Information Contact:  
Ofelia Avalos, Project Manager  
Ovalalos@cityofsacramento.org

**Bids to be received before  
2:00 P.M. July 1, 2015 at:**  
City Clerk's Public Counter  
New City Hall  
915 I Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814

**LBE PROGRAM**

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goal, please contact Jose R. Ledesma, jledesma@cityofsacramento.org

Estimated Construction Cost: **\$500,000.00**

Construction Time: **40 Working Days**



# CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 794030

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

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.  
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.  
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.  
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/2/2015 10:48:46 AM

### Business Information

DE WITT BROS & CO INC  
3243 INDUSTRIAL DRIVE  
YUBA CITY, CA 95993  
Business Phone Number:(530) 755-4334

Entity Corporation  
Issue Date 04/18/2001  
Expire Date **04/30/2017**

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

A - GENERAL ENGINEERING CONTRACTOR

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

**Bond Number:** 10102193

**Bond Amount:** \$12,500

**Effective Date:** 01/01/2007

Contractor's Bond History

#### Bond of Qualifying Individual

The Responsible Managing Officer (RMO) DE WITT BRADLEY WILLARD 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:** 04/18/2001

### Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

**Policy Number:**9131038

**Effective Date:** 06/01/2015

**Expire Date:** 06/01/2016

Workers' Compensation History



Search

This Site California



Department of Industrial Relations (DIR)

Public Works

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**DLSE Debarments**

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

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

- 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

- [Contractor Registration](#)
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- [Contractor - Electronic Certified Payroll Records](#)
- [Public Works Projects Registration \(PWC-100\)](#)
- [Labor Commissioner's Public Works Manual](#)
- [Contact Us](#)

Name of contractor	Period of debarment
<p><b>Integrity Sheet Metal, Inc.</b>                      319 McArthur Way                      Upland, CA 91786                      CSLB #726770</p> <p><b>William Ben Hicks</b>, an individual;  <b>Margaret Mary Hicks</b>, an individual                      Decision</p>	2/01/15 through 1/31/18
<p><b>L A Builders, Inc., a California Corporation</b>                      15635 Saticoy Street, #H                      Van Nuys, CA 91406                      CSLB #748591</p> <p><b>Alon Gamliel</b>, an individual                      Decision</p>	2/01/15 through 1/31/18
<p><b>USA Wall Systems, Inc.</b>                      8309 Sunshine Lane                      Riverside, CA 92508                      CSLB #929610</p> <p><b>Edward Eugene Brammer</b>, an individual                      and in his capacity as President/CEO/RMO                      Decision</p>	4/01/15 through 3/31/18
<p><b>Daughter Construction</b>                      formerly dba <b>Hy Carpentry Construction</b>                      15407 Thornlake Avenue                      Norwalk, CA 90650                      CSLB #979297</p>	4/01/15 through 3/31/18

<p><b>Sharon Jin Yoo</b>, an individual;  <b>Dae Hyun Yoo</b>, an individual  and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.</p> <p>Decision</p>	
<p><b>RDA Construction, Inc.</b>  1692 W. Bullard Ave.,  Fresno, CA 93711  CSLB# 383306</p> <p>Decision</p>	12/15/14 through 12/14/16
<p><b>Titan Electrical Construction, Inc.</b>  Lucas Oliver Stickney, an individual  Jamie Noel Furr, an individual  630 Natoma Street  San Francisco, CA 94103  CSLB# 919516</p> <p>Decision</p>	11/3/14 through 11/2/17
<p><b>Ramos Painting</b>  Carlos Ray Ramos, an individual  P.O. Box 3871  Paso Robles, CA 93447  CSLB# 753575</p> <p>Decision</p>	11/3/14 through 11/2/15
<p><b>Dick Emard Electric.</b>  dba Emard Electric Luke Richard Emard, an individual and RMO  5930 Key Court, Suite A  Loomis, CA 95650  CSLB# 794007</p> <p>Decision</p>	11/3/14 thorough 11/2/17
<p><b>Nixon Electric</b>  Gordon Fulton Nixon, an individual  5624 Faust Ave.  Woodland Hills, CA 91367  CSLB# 796802</p> <p>Decision</p>	8/1/14 through 7/31/17
<p><b>Neris General Contractors, a California Corporation</b>  Efren Neri, an individual  Servando Neri, an individual  Rebeca Neri, an individual  Luis Abelardo Castro, an individual  6087 California Ave.  Long Beach, CA 90805  CSLB# 797967</p> <p>Decision</p>	2/28/14 through 2/27/17
<p><b>Southland Construction</b>  Reza Mohammedi, an individual  3943 Irvine Blvd., #405, Irvine, CA 92602  CSLB# 663784 (expired)</p> <p>Decision</p>	10/14/14 through 10/13/17
<p><b>National Drywall Corporation,</b>  <b>A Dissolved California Corporation</b>  603 S. Milliken Avenue, Suite F  Ontario, CA 91761</p>	8/4/14 through 8/3/17

<p>CSLB #834335</p> <p><b>Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President</b></p> <p><b>Dora Maria Contreras, an Individual and Agent/Officer of the Corporation</b></p> <p>Decision</p>	
<p><b>Tadros &amp; Youssef Construction, Inc.</b></p> <p><b>Kamel Shaker Tadros &amp; Makram Youssef Youssef, Individually</b></p> <p>1221 E 8th Street, Unit A, Upland, CA 91786</p> <p>CSLB# 698182 (expired)</p> <p>Decision ☒</p>	5/10/14 through 5/9/17
<p><b>Serenity Fire Protection</b></p> <p>417 S. Associated Road, Brea, CA 92821</p> <p>CSLB# 902927</p> <p>Decision ☒</p>	5/1/14 through 4/30/17
<p><b>Don Kelly Construction , Inc.</b></p> <p><b>Don Kelly, Individual and Lisa Kelly, Individual</b></p> <p>171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719</p> <p>Decision ☒</p>	3/25/14 through 3/24/17
<p><b>Aldan, Inc.</b></p> <p>P.O. Box 9428, Brea, CA 92822</p> <p>CSLB #949229</p> <p>Decision ☒</p>	2/28/14 through 2/27/17
<p><b>Russell/Thompson, Inc.</b></p> <p><b>James Jean Russell &amp; Valery Alena Thompson, Individually</b></p> <p>4684 Oak Glen Dr., Redding, CA 96001</p> <p>CSLB# 915036 (revoked)</p> <p>Decision ☒</p>	10/31/13 through 10/31/16
<p><b>Ayodejia A. Ogundare, Individual</b></p> <p><b>Db a Pacific Engineering Company</b></p> <p>6310 Stewart Way, Bakersfield, CA 93308</p> <p>CLSB#710322</p> <p>Decision ☒</p>	5/15/2013 through 5/15/2014
<p><b>Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals</b></p> <p>400 Kansas, Redlands, CA 92373</p> <p>CSLB#834220</p> <p>Decision ☒</p>	7/29/12 through 7/28/15
<p><b>FEI Enterprises, Inc</b></p> <p><b>Gabriel Fedida, Individual</b></p> <p>5749 Venice Blvd., Los Angeles, CA 90019</p> <p>CSLB#659252</p> <p>Decision ☒</p>	6/14/12 through 6/13/15
<p><b>Jeffrey Alan Mott and Michelle Mott, individuals</b></p> <p><b>Dda Integrity Landscape</b></p> <p>3756 Independence Avenue Sanger, CA 93637</p> <p>CSLB#774222</p> <p>Decision ☒</p>	3/29/12 through 3/28/15
<p><b>Jensen Drywall &amp; Stucco</b></p> <p><b>Jeffrey E. Jensen</b></p> <p>3714 Lynda Place National City, CA 91950-8121</p> <p>CSB # 664168 Exp. 2/18/11 (expired)</p> <p>Decision ☒</p>	3/31/11 through 3/30/13

<p><b>All West Construction, Inc.</b>  <b>Donald Kent Russell</b>  495 N. Marks Ave.  Fresno, CA 93706  CSB # 592321 Exp. 4/3/12 (suspended)  Decision <a href="#">☒</a></p>	3/31/11 through 3/30/13
<p><b>Country Builders, Inc.</b>  <b>Weldon Offill, individually</b>  5915 Graham Ct.  Livermore, CA 94550  CSB # 699574 Exp. 11/30/12 (active)  Decision <a href="#">☒</a>  Addendum <a href="#">☒</a></p>	3/1/11 through 2/28/14
<p><b>Sutter Foam &amp; Coating, Inc.</b>  909 A. George Washington  Yuba City, CA 95993  CSB # 732014 Exp. 1/31/09 (inactive)</p> <p><b>David Alvin Trexler, an individual</b>  909 A. George Washington  Yuba City, CA 95993</p> <p><b>Kenneth A. Trexler, an individual</b>  2603 Lago Lane  Marysville, CA 95901  Decision <a href="#">☒</a></p>	7/1/10 through 6/30/13  7/1/10 through 6/30/13  7/1/10 through 6/30/13
<p><b>Soo Dong Kim, an individual,</b>  <b>dba Soo Kim Electric Company</b>  16224 Ridgeview Lane  La Mirada, CA 90638  CSB # 568103 Exp. 8/1/09 (inactive)</p> <p><b>Hyo Nam Jung, an individual,</b>  <b>dba Lucid Electric</b>  18621 Well Street  Rowland Heights, CA 91748  CSB # 914692 Exp. 4/3/10  Decision <a href="#">☒</a></p>	4/19/10 through 4/18/13  4/19/10 through 4/18/13
<p><b>Southwest Grading,</b>  <b>dba Southwest Grading Services, Inc.,</b>  22031 Waite Street  Wildomar, CA 92595</p> <p><b>David Walter Cholewinski, an individual</b>  22031 Waite Street  Wildomar, A 92595  29970 Technology Drive, Ste. 205  Murrieta, CA 92563  CSB #840416 Exp. 6/30/10  Decision <a href="#">☒</a></p>	3/18/10 through 3/17/13
<p><b>S.J. Cimino Electric, Inc., a California corporation,</b>  3267 Dutton Ave.  Santa Rosa, CA 95404  <b>Salvatore Joseph Cimino, RMO, CEO and President</b>  <b>of S.J. Cimino Electric, Inc. and sole owner of S.J.</b>  <b>Cimino</b>  <b>Electric, an individual</b>  5825 Heights Rd.  Santa Rosa, CA 95401  CSB #343802 Exp. 2/28/10  CSB #294141 Exp. 9/30/13 (inactive)  Decision <a href="#">☒</a></p>	10/15/09 through 10/14/12
<p><b>Cedar Development Corporation</b>  <b>Serghon Gabriel Afram, individually</b>  12477 Feather Dr  Mira Loma, CA 91752  CSB # 839898 Exp. 6/30/10 (suspended)  Decision <a href="#">☒</a></p>	8/5/09 through 8/4/12
<p><b>All Floors Commercial and Residential Flooring,</b>  <b>Inc.</b>  <b>Salvador Elias Perea, individually</b>  750 E. McGlincy Lane, #103  Campbell, CA 95008  CSB #430969 Exp. 7/31/09  Decision <a href="#">☒</a></p>	5/14/09 through 5/13/12
<p><b>1-AMD Construction, Inc.</b>  <b>Alberto Mordoki, individually</b>  <b>Mirella Mordoki, individually</b>  5300 Beach Blvd., Suite 110-416  Buena Park, CA 90621</p>	3/16/09 through 3/15/12

CSB #787533, revoked  
Decision 

May 2015

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**East Drainage Canal Bike Trail  
(PN: K19006000  
Addendum No. 1**

June 26, 2016

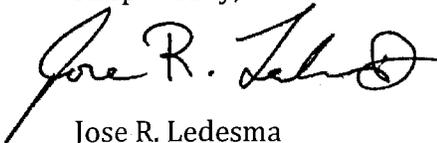
**To all Potential Bidders:**

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.

Respectfully,



Jose R. Ledesma  
Contracts & Compliance Specialist

Enclosure

**East Drainage Canal Bike Trail  
(PN: K19006000  
Addendum No. 1**

Item #1: The City's LBE program has been modified. Please find the updated LBE language attached to this addendum and disregard the LBE language in the bid package.

**LOCAL BUSINESS ENTERPRISE (LBE)  
PARTICIPATION REQUIREMENTS**  
(For City Contracts without federal funds)

**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 LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% 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 certain contracts of \$100,000 or more as illustrated below.

**When Does the LBE Program Apply?**

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

\* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

**II. LBE QUALIFICATION**

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline 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 areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
  - a. a principal business office or workspace; or
  - b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

### III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- 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 or equipment 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. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. 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 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment 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 year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such

other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment 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 materials or equipment 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 or equipment 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 the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also 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. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five 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 facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile 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.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

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.

<b>Option</b>	<b>Service Provider and/or Service Types</b>	<b>Address</b>
1.	<b>United States Postal Service (USPS)</b> - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5 <sup>th</sup> Floor Sacramento, CA 95814-2604
2.	<b>Expedited Services</b> - FedEx - UPS - DHL	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5 <sup>th</sup> Floor Sacramento, CA 95814-2604
3.	<b>Personal Delivery</b> - Hand Delivery - Courier	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5 <sup>th</sup> 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, 4<sup>th</sup> Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on July 1, 2015** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

**East Drainage Canal Multi-Use Trail Project  
(PN: K19006000)**

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:

**East Drainage Canal Multi-Use Trail Project  
(PN: K19006000)**

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) 808-1923.

**Department of Industrial Relations Registration and Reporting Requirements (SB 854)**

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

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 filled 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.

## NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

### Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
  - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
  - Must have Contractors State License Board license if applicable to trade.
  - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
  - Must not be under federal or state debarment.
  - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
  - A contractor won't be in violation for working on a private job that is later determined to be public work;
  - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
  - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
  - An unregistered contractor or subcontractor can be replaced with one who is registered;
  - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
  - This requirement will be phased in as follows:
    - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
    - Will apply to any new projects awarded on or after April 1, 2015
    - May apply to other projects as determined by Labor Commissioner
    - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
  - The Labor Commissioner may make exception to this requirement for
    - Projects covered by qualifying project labor agreement
    - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
  - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

**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.
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- 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.

# **BID PROPOSAL FORMS**

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**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 type="checkbox"/> Bid Proposal Form	1 - 4
<input type="checkbox"/> LBE Participation Program Prime Contractor Form <b>(NEW)</b>	1 only
<input type="checkbox"/> Subcontractor and LBE Participation Form <b>(NEW)</b>	1 only
<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

*DeWitt Bros & Co. Inc.*

CITY OF SACRAMENTO  
 Department of Public Works  
 Engineering Services Division

Bid Proposal  
 Page 1 of 4

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:

**East Drainage Canal Multi-Use Trail  
 (K19006000)**

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.	DESCRIPTION <u>ROADWAY ITEMS</u>	Estimated Quantity	Unit	Unit Price	Total \$ Amount
1	PRECONSTRUCTION PHOTOGRAPHS	1	LS	\$ 750.00	\$ 750.00
2	CLEARING AND GRUBBING	1	LS	\$ 49,550.00	\$ 49,550.00
3	ROADWAY EXCAVATION AND GRADING (F)	1,925 (F)	CY	\$ 21.80	\$ 41,965.00
4	POTHOLING BY DRILLING	5	EA	\$ 825.00	\$ 4,125.00
5	IMPORTED FILL TO PLACE	752	CY	\$ 48.00	\$ 36,096.00
6	HYDROSEED TO PLACE	43,161	SF	\$ 0.13	\$ 5,610.93
7	6" LIME TREATED SUBGRADE	67,367	SF	\$ 0.67	\$ 45,135.89
8	AGGREGATE BASE CLASS 2 TO PLACE	2,637	To n	\$ 27.00	\$ 71,199.00
9	ASPHALT CONCRETE (1/2") PAVEMENT TO PLACE	980	To n	\$ 92.60	\$ 90,748.00
10	6" PCC TO PLACE	5384	SF	\$ 6.00	\$ 32,304.00
11	3 1/2" PCC SIDEWALK TO CONSTRUCT	665	SF	\$ 9.20	\$ 6,118.00
12	CURB TYPE 3 (MOD) TO CONSTRUCT	13	LF	\$ 250.00	\$ 3,250.00
13	GATE TO INSTALL AT AIRPORT ROAD	1	EA	\$ 5,700.00	\$ 5,700.00
14	ADJUST EXIST GATE POST TO GRADE	1	EA	\$ 1,900.00	\$ 1,900.00
15	MH TO ADJUST TO GRADE	4	EA	\$ 1,100.00	\$ 4,400.00

16	WATER METER/ VALVE BOX TO ADJUST TO GRADE	6	EA	\$ 550.00	\$ 3300.00
17	TEST STATION HOUSING TO ADJUST TO GRADE	1	EA	\$ 1,100.00	\$ 1,100.00
18	REMOVABLE BOLLARD TO PLACE	3	EA	\$ 450.00	\$ 1,350.00
19	FIXED BOLLARD TO PLACE	6	EA	\$ 400.00	\$ 2,400.00
20	TRAFFIC SIGN TO PLACE	2	EA	\$ 260.00	\$ 520.00
21	SIGN TO RELOCATE	3	EA	\$ 230.00	\$ 690.00
22	NEW POST TO INSTALL	3	EA	\$ 230.00	\$ 690.00
23	DETAIL 1 (MOD) YELLOW TO PLACE	3,725	LF	\$ 1.00	\$ 3725.00
24	THERMO TRAFFIC STRIPING (4") TO PLACE	1,060	LF	\$ 1.20	\$ 1,272.00
25	THERMO PAVEMENT MARKINGS TO PLACE	58	SF	\$ 11.00	\$ 638.00
26	MITIGATION MEASURE REQUIREMENTS	1	LS	\$ 35,000.00	\$ 35,000.00

(F) Denotes Final Pay Quantity

CONTRACTOR NAME: DeWitt Bros & Co Inc. TOTAL 449,536.82

It is understood that this Bid Proposal is based upon completion of the Work within a period of **FORTY (40) 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. # 1 DATE June 26, 2016  
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 bid amount) not less than ten percent (10%) of amount Bid Proposal

\_\_\_\_\_ CERTIFIED CHECK  
\_\_\_\_\_ CASHIER'S CHECK  
 BID BOND  
\_\_\_\_\_ MONEY ORDER  
\_\_\_\_\_ OTHER SECURITY

CONTRACTOR:

By C. Herbert  
(Signature)

Craig Herbert  
(Print or Type)

Title Treasurer

Address 3243 Industrial Drive  
Yuba City, CA 95993

Telephone No. (530) 755-4334

Fax No. (530) 755-4851

FOR CITY USE ONLY

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

Email Address dewittbrosandco@aol.com

Date 7/1/15

Contractor's License No. 794030 Type A General Engineering  
Expiration Date 4/30/17  
Tax I.D. Nos.- Fed. 68-0470675 State 47122551  
City of Sacramento Business Operation Tax Certificate No. 31411  
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE  Cert # \_\_\_\_\_

SBE  Cert # 45430

UDBE  Cert # \_\_\_\_\_

MWBE  Cert # \_\_\_\_\_

City of  
**SACRAMENTO**

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

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

<b>Prime Contractor Name</b>	DeWitt Bros & Co Inc
<b>Prime Contractor Address</b>	3243 Industrial Dr. Yuba City, CA 95993
<b>(REQUIRED) Prime Contractor DIR Registration #</b>	1000026844

<b>Date</b>	7/11/15
<b>Bid Amount</b>	\$ 449,536.82 452,846.82
<b>Is Prime LBE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
GR Trucking LLC N/A	1000008629	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Trucking	\$ 30,000.00
P.O. Box 1270 Orangevale, CA 95662 Marko Skouloudis (916) 985-2700				
NiHa Erosion Control 401640 3778 Delmar Ave. Loomis, CA 95650 Scott NiHa (916) 652-7459	1000000478	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Seeding	\$ 2800.00 4700.00
Western Stabilization 642924 395 Industrial Way Dixon, CA 95620 Mike Metz (707) 678-0369	1000012593	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Lime Treat	\$ 28,000

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

**PRINCIPAL OF FIRM:** C. Whit Form Revised 3/9/15

<b>Signature</b>	<b>Date</b>
<u>C. Whit</u>	7/11/15

City of  
**SACRAMENTO**

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

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

Date	7/11/15
Bid Amount	\$ 449,536.82 <del>452,816.82</del> MW
Is Prime LBE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Prime Contractor Name	Dewitt Bros + Co Inc.	
Prime Contractor Address	3243 Industrial Dr. Yuba City CA 95993	
(REQUIRED) Prime Contractor DIR Registration #	1000006844	

Business Name	License Number	Address	City, State, Zip	Contact Person	Phone	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Lamon Construction	174828	871 Von Geldern Way	Yuba City, CA 95999	John Montgomery	(530) 671-1370	1000000569	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asphalt Paving Concrete, Adjust Utilities to grade	\$ 130,000
<del>Sierra Traffic Markings</del>	<del>755317</del>	<del>9725 Del Road Sub B</del>	<del>Roseville, CA 95747</del>	<del>Mike Lawrence</del>	<del>(916) 774-9080</del>	<del>1000002783</del>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<del>Striping / Signs</del>	<del>\$ 17,500.00</del> CNL
Galloway Enterprises	N/A	117 Meyers St Ste 120	Chico, CA 95928	Melissa Murphy	(530) 332-9909	1000001952	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Mitigation	\$ 31,500.-

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

**PRINCIPAL OF FIRM:**

Signature	<i>C. H. ...</i>
Title	Treasurer
Date	7/11/15

City of  
**SACRAMENTO**

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

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

<b>Prime Contractor Name</b>	Delwith Bros + Co Inc.
<b>Prime Contractor Address</b>	3243 Industrial Dr. Yuba City CA 95993
<b>(REQUIRED) Prime Contractor DIR Registration #</b>	1000006844
<b>Date</b>	7/1/15
<b>Bid Amount</b>	\$ 449,536.82
<b>Is Prime LBE?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
<del>Crusader Fence Co Inc 726527 3115 Gold Valley Dr. Rancho Cordova CA 95742 Michael Murphy (916) 631-9191</del>	<del>1000000020</del>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<del>Gates UK</del>	<del>\$ 8,000.00 - CU</del>
Telfer Highway Tech. 984141 4522 Parker Ave. Ste 350 McClellan, CA 95652 Scott Dmytro (916) 825-9415 Chrisp Company 374600 1805 East Beamer Rd Woodland, CA 95746 Brandon Chafey (530) 406-2220	100002627	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cure Seal	\$ 3,600.00
	100000306	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Striping, signs + gates	\$ 11,500.00

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

**PRINCIPAL OF FIRM:** Wald Title: Treasurer Date: 7/1/15

Form Revised 3/9/15

**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.

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

## **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**

DeWitt Bros + Co Inc.  
Name of Contractor

3243 Industrial Drive Yuba City CA 95993  
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.

C. Herbert  
Signature of Authorized Representative

7/1/15  
Date

Craig Herbert  
Print Name

Treasurer  
Title



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

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

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

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

The included employee benefits are:

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

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

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

**You May ...**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St, 2<sup>nd</sup> Floor  
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs



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

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

The included employee benefits are:

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

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

**You May ...**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St, 2<sup>nd</sup> Floor  
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

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

**You May Also ...**

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

## MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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**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:

DeWitt Bros + Co Inc.

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

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**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

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**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

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**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 Yuba City (Location), on 7/1/15 (Date)

Signature: [Handwritten Signature]

Print name: Craig Herbert

Title: Treasurer

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.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

## 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.

**East Drainage Canal Bike Trail  
(PN: K19006000  
Addendum No. 1**

June 26, 2016

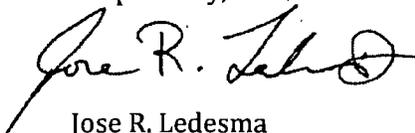
**To all Potential Bidders:**

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.

Respectfully,



Jose R. Ledesma  
Contracts & Compliance Specialist

Enclosure

**East Drainage Canal Bike Trail  
(PN: K19006000  
Addendum No. 1**

Item #1: The City's LBE program has been modified. Please find the updated LBE language attached to this addendum and disregard the LBE language in the bid package.

**LOCAL BUSINESS ENTERPRISE (LBE)  
PARTICIPATION REQUIREMENTS**  
(For City Contracts without federal funds)

**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 LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% 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 certain contracts of \$100,000 or more as illustrated below.

**When Does the LBE Program Apply?**

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non- Professional	Professional	Public Projects	Supplies	Non- Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

\* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

**II. LBE QUALIFICATION**

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline 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 areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
  - a. a principal business office or workspace; or
  - b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

### III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- 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 or equipment 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. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. 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 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment 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 year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such

other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment 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 materials or equipment 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 or equipment 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 the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also 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. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five 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 facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile 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.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

**KNOW ALL MEN BY THESE PRESENTS,**

That we, DeWitt Bros. & Co., Inc.

as Principal, and Great American Insurance Company

a corporation duly organized under the laws of the State of Ohio 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 July 1, 2015 for the Work specifically described as follows:

**East Drainage Canal Multi-Use Trail  
(PN: K19006000)**

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 23rd  
day of June 2015.

DeWitt Bros. & Co., Inc.  
\_\_\_\_\_  
(Contractor) (Seal)  
By [Signature]  
Title Treasurer

Great American Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)  
By [Signature]  
Title Sandra R. Black, Attorney-in-Fact  
Agent Name and Address EPIC  
2381 El Camino Ave., Sacramento, CA 95821  
Agent Phone # 916-481-8108  
Surety Phone # 916-788-7261  
California License # OB29370

ORIGINAL APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 6/23/15 before me, E. Johnson, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)

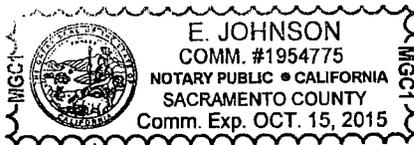
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer is Representing:  
Great American  
Insurance Company

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 14215

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SHARON J. RUSCONI	BOTH OF	BOTH
SANDRA R. BLACK	SACRAMENTO, CALIFORNIA	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of MARCH 2014

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*

Assistant Secretary

*David C. Kitchin*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 19TH day of MARCH, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Shelle Clontz**  
Notary Public, State of Ohio  
My Commission Expires 08-09-2015

*Shelle Clontz*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of June, 2015



*Atty L C B*

Assistant Secretary

**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:**

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:

Dewitt Bros + Co Inc.

BY:

C. M. H. A.  
Signature

Treasurer  
Title

Date: 7/1/15

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.

## **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 \_\_\_\_\_, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and DeWitt Bros & Co. Inc. 3243 Industrial Drive, Yuba City CA 95993("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:

**East Drainage Canal Multi-Use Trail Project  
(PN: K19006000)**

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

---

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

## 6. PROGRESS PAYMENTS

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

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **40 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 **\$1,080.00 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-erectments, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

No Workers' Compensation insurance shall be required if Contractor completes the following certification:

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

- (1) Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.
- (3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of

insurance shall be signed by an authorized representative of the insurance carrier.

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

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Contract approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

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

## 21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, 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 7/9/15

BY Burton DeWitt

Print Name Burton DeWitt  
Title President

BY [Signature]

Print Name Craig Herbert  
Title Treasurer

Federal ID# 68-0470675

State ID# 471 22551

Tax No:

1022277

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

Type of Business Entity (check one):

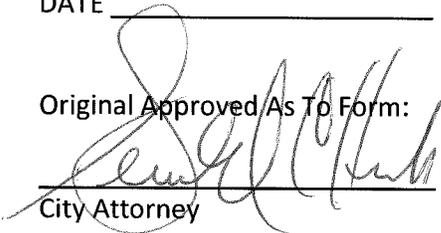
- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

**CITY OF SACRAMENTO**

a municipal corporation

DATE \_\_\_\_\_

Original Approved As To Form:



\_\_\_\_\_  
City Attorney

BY \_\_\_\_\_

JERRY WAY, Director of Public Works

FOR

JOHN SHIREY, City Manager

\_\_\_\_\_  
City Clerk

**CITY OF SACRAMENTO  
PERFORMANCE BOND**

Department of Public Works  
Page 1 of 1

Bond No.: CA4011704

Premium: \$7,743.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: DeWitt Bros & Co. Inc. 3243 Industrial Drive, Yuba City CA 95993 as principal, hereinafter called Contractor, a contract for construction of:

**East Drainage Canal Multi-Use Trail Project  
(PN: K19006000)**

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):  
Great American Insurance Company, 301 E. Fourth Street, Cincinnati, OH 45202

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: FOUR HUNDRED FORTY NINE THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS EIGHTY TWO CENTS (\$449,536.82), 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 August 10, 20 15.

DeWitt Bros. & Co., Inc.  
(Contractor) (Seal)

By [Signature]  
Title Treasurer

ORIGINAL APPROVED AS TO FORM:  
[Signature]  
City Attorney

Great American Insurance Company  
(Surety) (Seal)

By [Signature]  
Title Sandra R. Black Attorney-in-Fact  
Agent Name and Address Edgewood Partners Insurance Center  
2381 El Camino Avenue, Sacramento, CA 95821  
Agent Phone # (916)481-8108  
Surety Phone # (916)788-7261  
California License # OB29370

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento

On 8/10/15 before me, E. Johnson, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

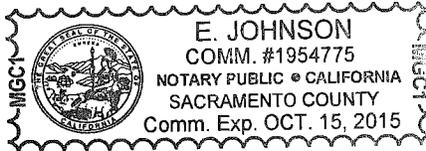
personally appeared Sandra R. Black  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature E. Johnson  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
Great American  
Insurance Company

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than TWO

No. 0 14215

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SHARON J. RUSCONI	BOTH OF	BOTH
SANDRA R. BLACK	SACRAMENTO, CALIFORNIA	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of MARCH, 2014

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 19TH day of MARCH, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Shelle Clontz**  
Notary Public, State of Ohio  
My Commission Expires 08-09-2015

*Shelle Clontz*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of August, 2015



*My L C. B.*  
Assistant Secretary

**CITY OF SACRAMENTO  
PAYMENT BOND**

Department of Public Works  
Page 1 of 1

Bond No.: CA4011704  
Premium: Included

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: DeWitt Bros & Co. Inc. 3243 Industrial Drive, Yuba City CA 95993 hereinafter called Contractor, a contract for construction of:

**East Drainage Canal Multi-Use Trail Project  
(PN: K19006000)**

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*):

Great American Insurance Company, 301 E. Fourth Street, Cincinnati, OH 45202,  
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of FOUR HUNDRED FORTY NINE THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS EIGHTY TWO CENTS (\$449,536.82), 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 August 10, 20 15

DeWitt Bros. & Co., Inc.  
(Contractor) (Seal)  
By [Signature]  
Title Treasurer

Great American Insurance Company  
(Surety) (Seal)  
By: [Signature]  
Title: Sandra R. Black, Attorney-in-Fact  
Agent name and Address: Edgewood Partners Insurance Center  
2381 El Camino Avenue, Sacramento, CA 95821  
Agent Phone #: (916)481-8108  
Surety Phone #: (916)788-7261  
California License #: OB29370

ORIGINAL APPROVED AS TO FORM:  
[Signature]  
City Attorney

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento

On 8/10/15 before me, E. Johnson, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

Great American  
Insurance Company

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than TWO

No. 0 14215

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SHARON J. RUSCONI	BOTH OF	BOTH
SANDRA R. BLACK	SACRAMENTO, CALIFORNIA	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of MARCH, 2014

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 19TH day of MARCH, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Shelle Clontz**  
Notary Public, State of Ohio  
My Commission Expires 08-09-2015

*Shelle Clontz*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of August, 2015



*Atty L C B*  
Assistant Secretary



STIRNAMAN INSURANCE AGENCY  
RIVER VALLEY INSURANCE

311 5TH STREET P.O. BOX 1391, MARYSVILLE, CA 95901

**JUDI BEYMER**  
LIC # QB71150

OFFICE: (530) 742-8234  
FAX: (530) 741-8681  
beymerins@excite.com



**WORKER'S COMPENSATION CERTIFICATION**

**East Drainage Canal Multi-Use Trail Project  
(PN: K19006000)**

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: July 9, 2015

Contractor: Dewitt Bros + Co Inc.

By   
Signature

**GUARANTEE**

We hereby guarantee the East Drainage Canal Multi-Use Trail Project (PN: K19006000) 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: July 9, 2015

Signed: C. Herbert

Craig Herbert  
Printed Name

DeWitt Bros + Co Inc.  
Company

3243 Industrial Dr.  
Address

Yuba City, CA 95993

## 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](mailto: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:

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## 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.



**GUARANTEE**

We hereby guarantee the **East Drainage Canal Multi-Use Trail (PN: K19006000)** 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: \_\_\_\_\_

Signed:

\_\_\_\_\_

Printed Name

Company

Address

\_\_\_\_\_

## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>DeWitt Bros &amp; Co Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>3243 Industrial Drive</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Yuba City, CA 95993</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
6	8		0	4	7	0	6	7	5

**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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Donna Shires</i>	Date ▶ <i>7/9/15</i>
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**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- 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. See *What is FATCA reporting?* on page 2 for further information.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-09-2015

GROUP:  
POLICY NUMBER: 9131038-2015  
CERTIFICATE ID: 11  
CERTIFICATE EXPIRES: 06-01-2016  
06-01-2015/06-01-2016

CITY OF SACRAMENTO  
EDIX RCS  
PO BOX 257  
PORTLAND MI 48875-0257

NF

JOB:PROJECT #K19006000 CA LOCATION

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2015-07-09 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
CITY OF SACRAMENTO

ENDORSEMENT #1600 - DEWITT, OTHER . - EXCLUDED.

ENDORSEMENT #1600 - DEWITT, BURTON A. PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - HERBERT, CRAIG R. TREASURER - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 06-01-2015 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2015-07-09 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
CITY OF SACRAMENTO

EMPLOYER

DE WITT BROS & CO INC DBA: DE WITT BROS & CO  
INC  
3243 INDUSTRIAL DR  
YUBA CITY CA 95993

[P1B,NF]

ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION



9131038-15  
RENEWAL  
NF  
4-38-29-78  
PAGE 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JULY 9, 2015 AT 12.01 A.M.  
AND EXPIRING JUNE 1, 2016 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

DE WITT BROS & CO INC

3243 INDUSTRIAL DR  
YUBA CITY, CA 95993

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF SACRAMENTO

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

DE WITT BROS & CO INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JULY 13, 2015

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



# CERTIFICATE OF LIABILITY INSURANCE

DEWIT-1 OP ID: AM

DATE (MM/DD/YYYY)  
07/09/2015

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).

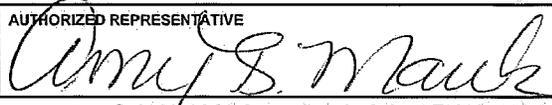
PRODUCER River Valley / Stirnaman Insurance Agency Lic. 0459171 PO Box 1391 Marysville, CA 95901	Phone: 530-742-8234 Fax: 530-741-8681	CONTACT NAME: <b>Judi Beymer</b> PHONE (A/C, No, Ext): <b>530-742-8234</b> E-MAIL ADDRESS: <b>beymerins@gmail.com</b> FAX (A/C, No): <b>530-741-8681</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>First Mercury Insurance Co.</b></td> <td></td> </tr> <tr> <td>INSURER B : <b>Nationwide Mutual</b></td> <td><b>25453</b></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>First Mercury Insurance Co.</b>		INSURER B : <b>Nationwide Mutual</b>	<b>25453</b>	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED <b>DeWitt Bros &amp; Co., Inc.</b> <b>3243 Industrial Drive</b> <b>Yuba City, CA 95993</b>															

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	WACGL000053911-01	04/30/2015	04/30/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	ACP7844502867	04/30/2015	04/30/2016
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: East Drainage Canal Multi-Use Trail (PN: K19006000)  
 The City of Sacramento, its officials, employees, and volunteers are additionally insured with respect to general liability per forms CG 20 33 04 13, CG 20 37 04 13, FMIC-GL-1002 (10/2012) and auto liability per form AC 01 02 03 10.

<b>CERTIFICATE HOLDER</b>  City of Sacramento c/o Ebix RCS P.O. Box 257 Portland, MI 48875	<b>CANCELLATION</b>  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 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to the loss.	Coverage under this endorsement applies only to "Commercial Construction". "Commercial Construction" means all construction activity that is not "Residential Construction". "Residential Construction" means all construction activity performed on townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes, and single-family detached housing that is intended to be, will be, or is maintained or sold for the purpose of being used by natural persons as a dwelling, and includes any associated improvements to real property, infrastructure improvements, grading, excavating, utility work, road paving, curb, or sidewalk work.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

#### 4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by \_\_\_\_\_

FMIC-GL-1002(10/2012)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### A. CHANGES FOR TRAILERS AND FARM EQUIPMENT

1. Under the COVERED AUTOS SECTION, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
  4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
  5. Farm wagons or farm implements while being towed by a covered "auto".

### B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

2. Paragraph B.2 of the COVERED AUTOS SECTION is replaced by the following:
  2. If Symbol(s) 7 or 67 is entered next to coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
    - a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
    - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

### C. BLANKET ADDITIONAL INSURED

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or

rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in the LIABILITY COVERAGE SECTION of the Coverage Form

### D. REPLACED EXCLUSIONS

The Expected or Intended Injury Exclusion in the LIABILITY COVERAGE SECTION is replaced by the following:

#### Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree than initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

### E. ADDITIONAL EXCLUSIONS

The following exclusions are added to the LIABILITY COVERAGE SECTION:

#### Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

#### Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
  - 1) Employment;

- 2) Investigation;
  - 3) Supervision;
  - 4) Reporting to the proper authorities, or failure to so report; or
  - 5) Retention;
- of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

**Explosives**

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

**Rolling Stores**

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

**Wrong Delivery of Liquid Products**

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

**Professional Services**

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

**F. MOTOR HOME CONTENTS COVERAGE**

- 1. For a covered "auto" that is a motor home the following exclusions are added to the PHYSICAL DAMAGE COVERAGE SECTION:

**Motor Home Contents**

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".
- b. "Loss" to TV antennas, awnings or cabanas.
- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

**G. ACCIDENTAL AIRBAG DISCHARGE COVERAGE**

Under Paragraph B.3.a. of the PHYSICAL DAMAGE SECTION, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

**H. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under PHYSICAL DAMAGE COVERAGE SECTION, Paragraph C., Limit of Insurance is replaced by the following:

**C. Limit Of Insurance**

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

4. The cost of repairing or replacing may:
- Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - Include a deduction for betterment for a part or parts that are normally subject to repair or replacement during the useful life of the "auto", such as, but not limited to tires and batteries.

Betterment means the difference between the actual cash value of a part immediately before the "loss" and the cost to replace that part with a new part.

5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**I. GLASS REPAIR –WAIVER OF DEDUCTIBLE**

Under Paragraph D. Deductible of the PHYSICAL DAMAGE COVERAGE SECTION, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**J. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

The requirement in Loss Condition 2.a. Duties In the Event Of Accident, Claim, Suit Or Loss – of the BUSINESS AUTO CONDITIONS SECTION and the MOTOR CARRIER CONDITIONS SECTION that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to:

- You, if you are an individual
- A partner, if you are a partnership;
- An executive officer or the employee designated by you to give such notice if you are a corporation; or

4. A member, if you are a limited liability company.

**K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The BUSINESS AUTO CONDITIONS SECTION and MOTOR CARRIER CONDITIONS SECTION– B.2. are amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**L. AUTOS HIRED OR RENTED BY EMPLOYEES**

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

**A. Changes In Liability Coverage**

The following is added to the Who Is An Insured Provision in the LIABILITY COVERAGE SECTION:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes In General Conditions**

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph 5.f. of the Other Insurance Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- Any covered "auto" you lease, hire, rent or borrow; and
- Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AC 01 02 03 10

**M. EMERGENCY LOCKOUT - PRIVATE PASSENGER VEHICLES**

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto" , or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**N. LIBERALIZATION**

Paragraph 3, of the General Conditions is replaced by the following:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**All terms and conditions of this policy apply unless modified by this endorsement.**

# **SPECIAL PROVISIONS**

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**(PN: K19006000)**

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**SPECIAL PROVISIONS  
FOR  
EAST DRAINAGE CANAL MULTI-USE TRAIL  
(PN: K19006000)**

**1. GENERAL REQUIREMENTS**

**1.1 SCOPE AND LOCATION OF WORK**

The following items of work are to be performed in these Special Provisions:

The work includes constructing a new 16' wide asphalt concrete bike trail, reconstructing portions of a concrete maintenance road, modifying and installing new gates and installing striping and signing.

The underground work includes adjusting maintenance holes, water meters, and valve boxes to match new grades.

**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" and any amendments. 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 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the State Standard Specifications and these special provisions.

**1.4 COMPLETION TIME**

The time limit for the completion of all items of work is **Forty (40)** working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. Non-working days will be assigned for the pole acquisition time period. The Contractor shall pay a sum in the amount of ONE THOUSAND EIGHTY DOLLARS (\$1080.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of Forty (40) working days.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest

setting forth in what respect the Contractor disagrees with the working day statement, otherwise the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

### **1.5 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.

### **1.6 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 Ofelia Avalos of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-5515, FAX (916) 808-7903 or oavalos@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.

### **1.7 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.

### **1.8 CERTIFICATE OF COMPLIANCE**

The Contractor shall provide the Engineer with a manufacturer's "Certificate of Compliance" at the Engineer's request within two weeks. The Certificate of Compliance shall clearly show that the material, equipment and/or work is in compliance with the tests and specifications set forth in these contract documents.

### **1.9 FINAL PAY QUANTITY**

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.015 "Final Pay Items" of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

### **1.10 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.

### **1.11 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.

## **1.12 COORDINATION**

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof.

1. At a minimum the Contractor shall coordinate his operations with the following:
  - City Fire Alarm  
Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.
  - 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.
1. RD1000
2. Contractor shall contact Paul Devereux at (916) 922-1449 at least 7 calendar days before start of construction.
3. County of Sacramento – Regional Sanitation District  
Contractor shall contact Rigoberto Guizar at (916) 876-6051 at least 7 calendar days before start of construction.

4. Department of Utilities

Contractor shall contact Stu Williams at 808-1410 at least 7 calendar days before start of construction.

The Contractor shall be responsible for any garden refuse piles, which are inadvertently placed in the street between the time of City pickup and the Contractor's work. The cost for removing garden refuse piles shall be included in the unit prices bid for the various items of the proposal.

The cost of coordination shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

**1.13 PROJECT SCHEDULING**

The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 5 days of the Engineer's written request at any other time. The Contractor shall furnish the schedules on a form of his choice. The progress schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start the features of the work and the contemplated dates for completion of the work. The schedule of values is submitted for use in determining progress payments. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

The Contractor shall submit, review and update a project schedule in accordance with Section 7-2 of the Standard Specifications. Subsequent to the time that submittal of a progress schedule and a schedule of values is required in accordance with these specifications, no progress payments will be made prior to the submittal of an acceptable project schedule.

**1.14 PROTECTION OF EXISTING IMPROVEMENTS**

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for their accuracy.

The Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 and Section 4217.

Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, grass, fences, mail boxes, walls and other improvements including existing pavements, sidewalks, street improvements, sprinkler systems and underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period.

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.

The Contractor will 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.

### **1.15 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE**

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

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

The contractor shall adhere to guidelines as stated in Section 12.20.030 of Title 12 of the Sacramento City Code pertaining to Traffic Control Plan – Requirements, and shall conform to the current edition of the California MUTCD. Particular attention is directed to Chapter 6D – Pedestrian and Worker Safety and Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians.

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 plans shall be developed with the following requirements:

1. Working hours on the proposed trail and not on a City street shall be between 7:00 AM and 5:00 PM Monday through Friday, unless otherwise approved by the Engineer.
2. Working hours on **Airport Road** shall be between 8:30AM and 4:00PM Monday through Friday, unless otherwise approved by the Engineer.

3. Weekend work from 8:30 am to 5:30 pm may be approved by the Engineer.
4. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the City.
5. The bike path can be closed to thru traffic through out the duration of the project.
6. A detour plan must be submitted and approved before closing the project.
7. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
8. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.
9. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.
10. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

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.

#### **1.16 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION**

The Contractor may use concrete slip form machines to construct concrete curbs, gutters and sidewalks. The Contractor must maintain proposed lines and grades as shown on the plans. For curbs constructed on existing pavements, the contractor must construct the curb to eliminate any uneven lines and top of curb grade elevations. If in the sole discretion of the Engineer, these lines and grades are not maintained, the Contractor shall remove and replace the concrete at his/her costs.

#### **1.17 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING**

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor's construction stakes within vehicle travel lanes of heavy volume

streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

### **1.18 PUBLIC NOTIFICATION**

The Contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, 7 days a week.

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.

### **1.19 EQUIPMENT LIST AND DRAWINGS SUBMITTALS**

Equipment list and drawings shall be in accordance with Section 34-3 of the Standard Specifications and these Special Provisions.

Unless otherwise permitted in writing by the Engineer, the Contractor shall, within twenty (20) days following notification of award of the contract submit to the Engineer for approval a listing of equipment and material which he/she proposes to furnish and install. The list shall be complete as to name of manufacturer, size and catalog number of unit, and shall be supplemented by other data, including detailed scale drawings and wiring drawings. A minimum of five (5) copies of the above data shall be submitted to the Engineer for review and approval.

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, signal heads, standards, electroliers, luminaries, service pedestal and all other electrical equipment indicating that the orders for the materials required for this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.

All substitutions are subject to the approval of the Engineer.

### **1.20 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.

### **1.21 BACKFILLING OF VOIDS**

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be

removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

### **1.22 PAVEMENT CUTTING AND RESTORATION**

Pavement cutting and restoration shall conform to the provisions of Section 13-4 of the Standard Specifications and these Special Provisions.

No pavement cutting shall precede pavement excavation by more than seven (7) calendar days unless approved by the Engineer. Prior to excavation in paved areas, pavement will be broken within the limits of expected excavation so as to prevent lifting of the pavement during excavation. Prior to restoration, the pavement shall be sawed or scored with an abrasive type pavement cutter (maximum blade width 1/4"). The proper tools and equipment shall be used so that the pavement will be cut to a neat and straight line six inches (6") beyond the limits of actual excavation.

Where pavement cutting takes place more than five (5) calendar days before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins.

Where the limits of excavation are located within twelve (12") of the edge of existing pavement or lip of the curb and/or gutter, the existing pavement within this twelve inches (12") shall also be removed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for all work involved in this item shall be considered as included in the unit price bid for roadway excavation and removing and replacing asphaltic concrete pavement.

### **1.23 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.

#### **1.24 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, Kevin Hawker (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.

### **1.25 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).

### **1.26 HEALTH AND SAFETY**

The Contractor is warned that existing sewers and appurtenances have been exposed to sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

### **1.27 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.

## **2. ITEMS OF THE PROPOSAL**

### **ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS**

Preconstruction photographs shall conform to Section 11 of the Standard Specifications.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in taking preconstruction photographs as specified in these Special Provisions and as directed by the Engineer.

### **ITEM NO. 2 - CLEARING AND GRUBBING**

Clearing and grubbing shall conform to Section 12 and 13 of the Standard Specifications and these Special Provisions. The removal of the existing roadway pavement, concrete road, base, native material, curb, gutter, sidewalk and relative material to be removed as shown on Plans shall be part of the "Roadway Excavation and Grading" item and shall not be paid for under this item.

**Sprinkler/irrigation system pipes and heads** which interfere with proposed improvements shall be adjusted to accommodate the new improvements as part of this item. The property owner shall be notified in writing of the relocation two (2) working days prior to its initiation. The existing sprinkler/irrigation system relocation shall be completed within three (3) working days of the initiation of work. All excess material shall become the property of the Contractor and be disposed of away from the project site.

This item shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with clearing and grubbing including: removing the **8" pipe, 10" PVC pipe, and bollards** as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer and performing all the sprinkler/irrigation modifications needed.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in clearing and grubbing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

### **ITEM NO. 3 - ROADWAY EXCAVATION AND GRADING**

Excavation and grading shall conform to Section 14 of the Standard Specifications and these Special Provisions.

Excavation shall include sawcutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), native material and soil to allow construction of improvements to the lines and grades shown on the Plans and any adjacent to the proposed bike path that is called out on the Plans for removal. This item shall include grading adjacent to the proposed bike path necessary to match the existing grades and improvements.

This work shall include excavation and grading necessary to construct the proposed bike path section, ditch grading and ditches, curb, sidewalk, driveways, walkways and shall include finish grading to match the edge of the bike path to surrounding grade using a maximum 4:1 slope or per the construction plans. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans.

All existing asphalt and concrete pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans and in accordance with Section 13 of the Standard Specifications.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The Contractor shall exercise extreme care to avoid damaging the curb and gutter lips, sidewalks, and planting areas during excavation operations. Gutter lips damaged by the Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer's direction. The cost of repairs to damaged curb and gutter shall be considered as included in this item, and no separate payment shall be made therefore.

Payment shall be made based on the final pay quantity for cut indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading with native material (non-imported) shall be included in the unit bid price for this item and shall not be made separately. Payment for imported fill shall be covered in Item No.5.

Payment shall be based on final pay quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with roadway excavation and grading as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 4 - POTHOLING BY DRILLING**

Potholing shall consist of drilling where directed by the Engineer to fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined. The exact location and final number of potholes shall be determined in the field by the Engineer after the underground facilities have been marked in the field through Underground Service Alert (USA).

The **Engineer** will request potholing where potential conflicts exist between existing facilities identified through USA in the field and the proposed improvements. In the event existing and proposed facilities are found to be in conflict after potholing, the Engineer reserves the right to change the alignment and grade of the proposed improvements. The Contractor shall not commence work on the proposed improvements until the Engineer has determined the need for potholing and gives the Contractor clearance to proceed with the proposed improvements.

In the event lowering, raising or realignment of the proposed improvements are necessary because of conflicts, and the realignment materially changes the character of the planned work, increases or decreases in the unit cost of the work shall be established per the provisions of Sections 4 and 8 of the Standard Specifications.

The Contractor shall schedule the work such that potholing does not affect any critical path activities. No contract working day extensions shall be granted to the Contractor for potholing work.

Backfilling of potholing excavations shall be per Sections 13-4 and 14-3 of the Standard Specifications. The cost for backfilling and street surface restoration shall be included in the unit price bid for this item and no additional compensation shall be made. Surface restoration in paved areas not planned to be reconstructed with this project shall match the existing pavement section per Standard Drawing No. T-80.

The quantity of potholing contained in the bid proposal has been specified for the purpose of establishing a reasonable unit price for this item. The Engineer reserves the right to decrease the specified quantity in its entirety or increase it as necessary for the proper completion of the work. Notwithstanding the provisions of Section 4 of the Standard Specifications, no adjustment to the unit price will be made, nor will any monies be due to the Contractor for any change in the quantity specified in the bid proposal.

Potholing may be performed by drilling a hole in concrete or asphalt and excavating material as to not damage utilities or another approved method may be used. The maximum depth of pothole will be determined by the depth of utility. The diameter of the pothole shall not exceed 6 inches unless approved by Engineer.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in potholing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 5 - IMPORTED FILL TO PLACE**

This item shall consist of the furnishing and placing import fill (non native material) as shown on the plans, described herein, and as directed by the Engineer and shall conform to Section 14 of the Standard Specifications and these Special Provisions and the Reclamation District No. 1000 Standard Specifications in the Appendix.

As shown on the Plans, fill will be placed within the FEMA certified levee and any embankment material placed on the levee shall be constructed in accordance with the District's specifications, which follows the US Army Corp of Engineer Guidelines and Engineering Manuals. Please refer to Section SS-2.6 (Non-Project Levee Embankment Backfill) of the RD1000 standard specifications in the Appendix.

Payment shall be based on unit price per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with imported infill as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 6 - HYDROSEED TO PLACE**

This item shall include placing hydroseed as shown on the Plans and shall conform to Sections 16 and 35 of the Standard Specifications and these Special Provisions and the Reclamation District No. 1000 Standard Specifications in the Appendix.

Hydroseed mix shall conform to Section SS-8.3 Seeding of the RD1000 standard specifications in the Appendix.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing hydroseed as shown on the Plans, as specified in these Special Provisions and the SWPPP, and as directed by the Engineer.

**ITEM NO. 7 - 6" LIME TREATED SUBGRADE**

This item shall consist of 6" of 5% lime stabilization of the subgrade, as shown on the plans, described herein, and as directed by the Engineer and shall conform to Section 10, 14 and 17 of the Standard Specifications and these Special Provisions.

A copy of Section 24 of the State Specifications is in the Appendix for reference.

Payment shall be made at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in lime treated subgrade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 8 - AGGREGATE BASE CLASS 2 TO PLACE**

Class 2 aggregate base shall be placed as shown on the Plans and conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

This item shall include placing Class 2 aggregate base in the pavement section, within the two foot shoulders and under the proposed curb, sidewalk and concrete road as shown on the Plans.

Payment shall be made at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing aggregate base Class 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 9 - ASPHALT CONCRETE (1/2") PAVEMENT TO PLACE**

Asphalt concrete shall be Type A, 1/2" maximum aggregate (coarse) and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

Payment shall be at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing asphalt concrete pavement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 10 - 6" PCC TO PLACE**

Portland cement concrete (PCC) panels make up the existing concrete multi-path road that begins at Airport Road shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 17, and 19 of the Standard Specifications. The excavation and removal of existing material to allow construction of the PCC road and placement of aggregate base (AB) and lime treated sub base shall be paid for in those specific items and not in this item.

The proposed concrete multi-path road shall match existing surrounding concrete color by adding one pound of lamp back per cubic yard of concrete.

The contractor shall protect, maintain and reestablish as necessary existing grass adjacent to the concrete path and compensation for this shall be included in this item of work.

The Engineer shall determine the amount and exact limits of conform in the field. Measurement for payment shall be based upon square foot area of conform constructed. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per square foot and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing PCC road to construct as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 11 - 3 1/2" PCC SIDEWALK TO CONSTRUCT**

Portland cement concrete (PCC) sidewalk shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Sidewalk transitions to driveways shall be included in this bid item.

At locations where curb ramps or sidewalks are being retrofitted into existing sidewalk areas, sidewalk shall match existing color by adding one pound of lamp black per cubic yard of concrete.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 3-1/2" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 12 - CURB TYPE 3 (MOD) TO CONSTRUCT**

Portland cement concrete curb type 3 modified shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications. This curb shall match existing curb and shall be painted red.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 3 modified as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 13 - GATE TO INSTALL AT AIRPORT ROAD**

One single pipe steel gate shall be fabricated and installed where shown on the Plans or as directed by the Engineer and in accordance with the City of Sacramento Standard Specifications and these Special Provisions.

A chain and pad lock shall be included with installation. Four copies of the pad lock key are to be provided to the Engineer upon project completion.

Payment shall be at the lump sum bid and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with the fabrication and installation of the single pipe steel gate as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 14 - ADJUST EXISTING GATE POST TO GRADE**

Contractor shall remove and reset existing gate where shown on the Plans, as directed by the Engineer, and in accordance with Section 13 of the Standard Specifications.

The Contractor, where possible, shall use existing gate material from the respective property in the resetting of gates. The gate may need modifications to conform to the new grades of the proposed improvements. The cost for any modifications including the concrete flat area for the gate, the adjacent chain link fence or any other modifications to make the gate work properly shall be included in this item. Contractor shall replace any gate material damaged with new material of equal quality or better.

Where gates are removed for resetting, the Contractor has the option of relocating the gate during the construction of the driveway or using a temporary gate to protect the existing property at all times. Payment for temporary gates, driveways, and walkways shall be included in the cost of this item.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in resetting gate as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 15 - MAINTENANCE HOLE TO ADJUST TO GRADE**

Existing maintenance holes shall be adjusted to the grade of the new surface and shall conform to the applicable requirements of Sections 10, 25 and 38 of the Standard Specifications and these Special Provisions.

The cost of adjusting a maintenance hole shall include any necessary lowering, temporarily removing, covering and raising the maintenance hole head to the grade of the new surface under this item.

If lowering is necessary, the Contractor shall verify that all lowered maintenance holes are raised back to grade by back checking against drawings. The Contractor shall perform field review with the Engineer to ensure all maintenance holes shown on the drawings have been raised to grade.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in adjusting maintenance holes to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 16 - WATER METER/ VALVE BOX TO ADJUST TO GRADE**

#### **ITEM NO. 17 - TEST STATION HOUSING TO ADJUST TO GRADE**

Water valves boxes and Test Station Housing shall be adjusted to grade and shall conform to applicable requirements of Sections 10, 27 and 38 of the Standard Specifications and these Special Provisions. Adjusting water meter boxes to grade shall be included in this item of work.

Included in this item is furnishing and placing new utility boxes and steel standpipes (risers) and liners as required, and adjusting the utility boxes to grade.

The Contractor shall ensure that water valve box covers are not covered with asphaltic coatings during paving operations. Standpipes shall be left clean and free of paving materials and debris. The valve-operating nut shall be left fully exposed after all paving operations have been completed.

Utility boxes shall be covered during the paving operations and shall have locations swing tied on a map. The Contractor shall field walk the project with the Engineer to verify all utility boxes within paved areas have been adjusted to grade.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in adjusting water valve boxes, water meter boxes to grade and test housing station, as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 18 - REMOVABLE BOLLARD TO PLACE**

Removable bollards shall be furnished and installed at the locations shown in the Plans and as directed by the Engineer, and shall conform with Section 10, 19 and 38 of the Standard Specifications, the DETAIL located in the Appendix and these Special Provisions.

Installation of bollards shall be per manufacturer's recommendation with the approval of the Engineer.

Contractor shall submit to Engineer, for approval, the manufacturer's specification of the bollard. Bollards shall not be placed on the project prior to approval by the Engineers of the manufacturer's specifications submitted by the contractor.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing bollards as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 19 - FIXED BOLLARD TO PLACE**

Fixed or permanent bollards shall be furnished and installed at the locations shown in the Plans and as directed by the Engineer, and shall conform with Sections 10, 19 and 38 of the Standard Specifications and these Special Provisions.

Installation of bollards shall be per manufacturer's recommendation with the approval of the Engineer.

Contractor shall submit to Engineer, for approval, the manufacturer's specification of the bollard. Bollards shall not be placed on the project prior to approval by the Engineers of the manufacturer's specifications submitted by the contractor.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing bollards as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 20 - 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.

A sign material and installation submittal must be reviewed and accepted by the Engineer before fabrication and installation.

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.

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.

**D. Sign Material**

All signs shall be aluminum panels conforming to 5052-H38. All road signs shall be 0.08" thick with the exception of street name signs which shall be 0.125" thick.

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. 21 - SIGN TO RELOCATE**

Existing roadside signs shall be removed and relocated to the new locations shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

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

**ITEM NO. 22 - NEW POST TO INSTALL**

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. 23 - DETAIL 1 (MOD) YELLOW TO PLACE**

Thermoplastic traffic stripes 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 contract quantity for striping shall be per lineal feet of the detail placed. No adjustments are to be made to the bid quantity for breaks in striping, stripe thickness, or multiple stripes (i.e. double stripes) as detailed in the California MUTCD and the Caltrans Standard Plans.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping Detail 1 (mod) yellow and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing Thermoplastic Traffic Striping as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 24 - THERMOPLASTIC TRAFFIC STRIPING (4") TO PLACE**

Thermoplastic traffic stripes, both white or yellow shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per lineal foot of thermoplastic traffic stripes and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing thermoplastic traffic stripes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 25 - THERMOPLASTIC PAVEMENT MARKINGS TO PLACE**

Thermoplastic traffic markings, both white or yellow, shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid by square feet for markings and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing thermoplastic traffic markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 26 - MITIGATION MEASURE REQUIREMENTS**

The Contractor shall be responsible for including all appropriate mitigation measures in their bid for implementation during construction per the Mitigation Reporting Program Checklist in the Appendix.

Ground disturbances shall be completed by September 30, 2015.

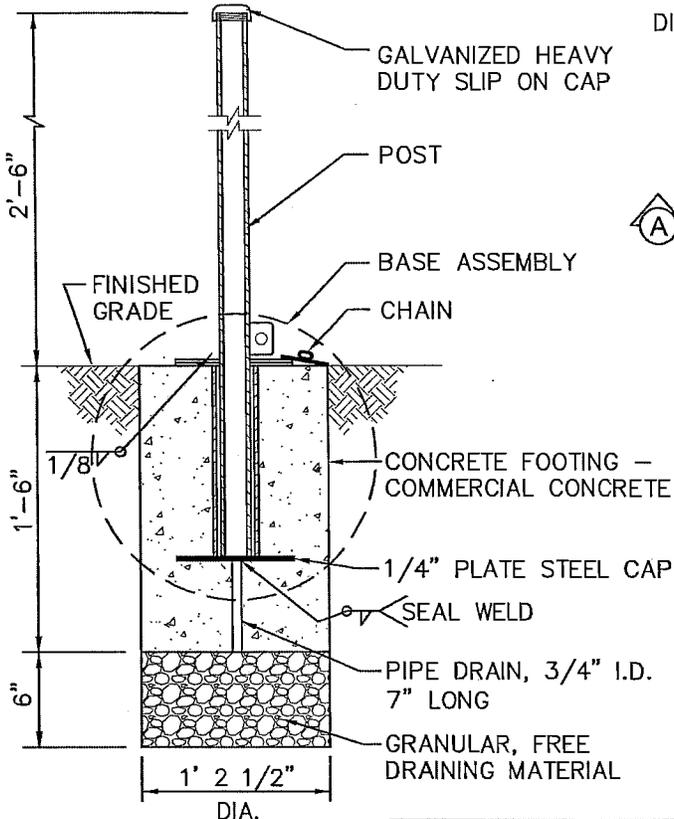
This item shall include providing a qualified biologist approved by the USFWS to perform the Biological Monitoring, Pre-Construction Surveys for the various species and any other Permit Conditions

Payment shall be at the unit price bid per lump sum and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in conforming to the requirements of the Mitigation Reporting Program, as shown in the Appendix, as specified in these Special Provisions and as directed by the Engineer.

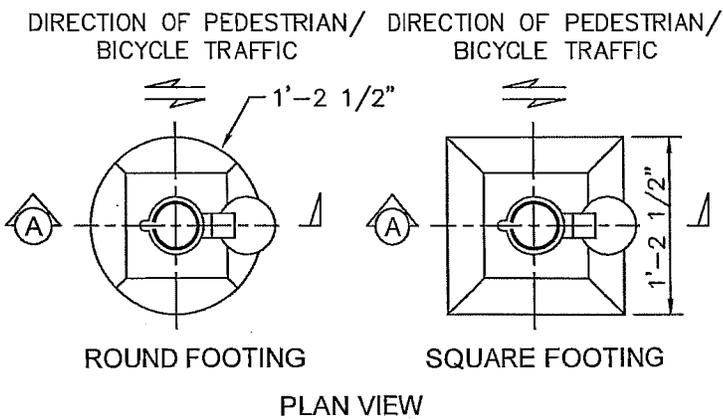
# APPENDIX A

### **3. APPENDIX A**

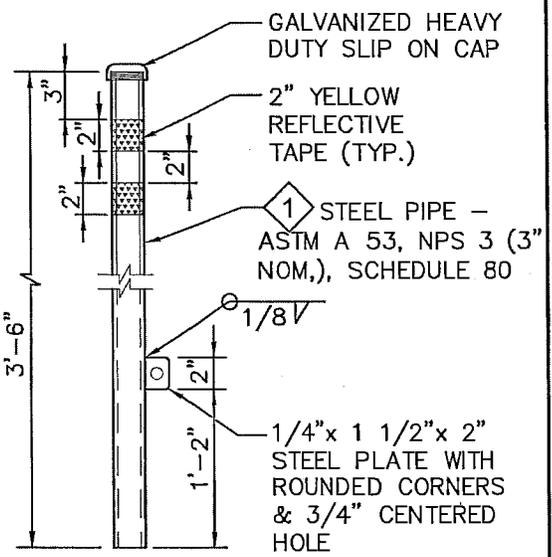
1. Removable Pipe Bollard Detail
2. Reclamation District 1000 Standard Specifications
3. State Standard Section 24 for Reference
4. Mitigation Reporting Program Checklist from the Mitigated Negative Declaration Environmental Document



SECTION (A)

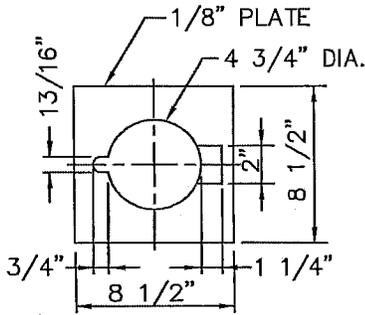


PLAN VIEW

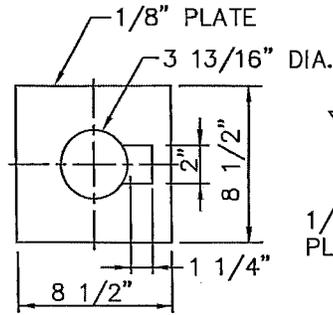


POST

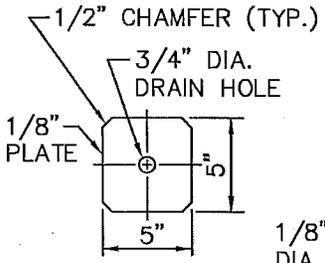
1 PAINT ASSEMBLY WITH A "HIGHLY VISIBLE" COLOR. (SAFETY YELLOW IS ACCEPTABLE)



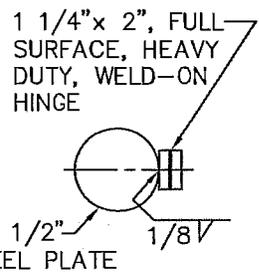
COVER PLATE



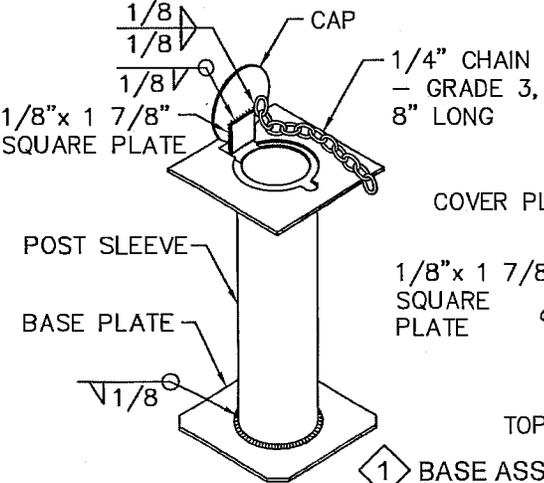
TOP PLATE



BASE PLATE

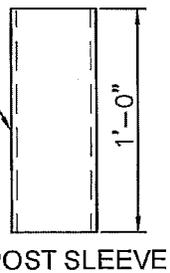


CAP AND HINGE



1 BASE ASSEMBLY

STEEL PIPE - ASTM A 53, NPS 4 (4 inch nominal), SCHEDULE 40 - WELD TO TOP PLATE



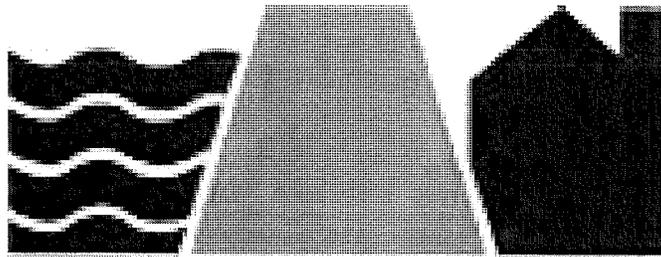
POST SLEEVE

REV.	DATE	DESCRIPTION

P:\Techs\Standard Details 2014\T\_23\_2006.dwg

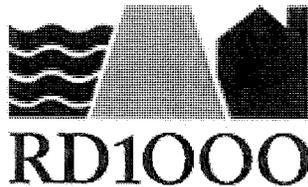
**RECLAMATION DISTRICT 1000**

**STANDARD SPECIFICATIONS  
AND  
STANDARD DRAWINGS**



**RD1000**

**February 14, 2014**



**RECLAMATION DISTRICT NO. 1000 STANDARD SPECIFICATIONS AND STANDARD DRAWINGS**

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## PART 1 – STANDARD SPECIFICATIONS

### INTRODUCTION:

These Standard Specifications (SS) and accompanying Standard Drawings (SD) are intended as guidelines for typical construction on Reclamation District No. 1000 (District) property or rights of way, and activities that affect facilities for which the District has operational responsibility. These Standards shall be considered minimum requirements. The District reserves the right to modify these SS and SD as appropriate depending on site conditions, historical performance, and special considerations.

All work that encroaches upon the District right-of-way or easements will require a permit. Activities that will encroach upon the Natomas Basin perimeter levee system shall comply with both the State and Federal provisions for Federal "Project Levees," in addition to these District standards. The Project Levee jurisdictional limits include the levee, any waterside work, and work within 20 feet of the landside toe, as well as work within any wider corridors that the State or District has acquired for flood control management. Title 23 of the California Water Code covers the permitting of work within these limits and requires an Encroachment Permit issued by the California Central Valley Flood Protection Board (with an endorsement by the District). Permits issued by the District General Manager regulate encroachment activities within the Natomas Basin and outside of Project Levee jurisdictional limits.

Certain Natomas Basin interior levees are Federal Emergency Management Agency (FEMA) accredited levee systems and are part of the City of Sacramento's participation in the National Flood Insurance Program (NFIP). These levees are "certified" in their present state. When activities will encroach upon these "Certified Levees", the Project Proponent will be required to engage the services of an Independent Testing Agency to provide testing for compliance with FEMA levee standards contained in the Code of Federal Regulations Title 44, Part 65.1 (44 CFR 65.10). Such work activities will require oversight by the District's geotechnical and facilities engineers at the Permittee's cost. The District engineering team will determine final certification compliance for the District's accredited internal levees.

The interior floodplains within the Natomas Basin are a mapped component of the FEMA NFIP. Changes in watershed runoff that result in additional inflows into the District's drainage system shall be appropriately mitigated to prevent changes in mapped Base Flood Elevations (BFE's). The District maintains a system-wide hydraulic model of their drainage system. The design storm is a 100-year, 10-day event. A 100-year flood event is the flood having a 1 percent chance of being equaled or exceeded in magnitude in any given year. All modifications to drainage inflows into the District's basin-wide drainage system shall be incorporated into the District's "Basin Hydraulic Model", by the District's engineer at the Project Proponent's expense, and appropriately mitigated to avoid impacts upon BFEs. The District shall review encroachments upon the District's drainage conveyance system, any new drainage conveyance facilities, and changes to District's drainage pumping plants for potential impacts upon the BFE's.

All federal, state and local laws and regulations shall be adhered to, and regulatory compliance shall be the sole responsibility of the Project Proponent. The District is not responsible for verification and monitoring of regulatory compliance (except for FEMA certification noted above) and shall not be liable for any work performed that does not conform to all other federal, state, and local regulations.

In approving work on or adjacent to its facilities, the District reserves the right to take any action it deems necessary in the event of an emergency. In exercising this reserved power, the District shall have no liability or responsibility to the Project Proponent or its contractors. The Project Proponent shall immediately remove all encroachments including, but not limited to, facilities, structures, equipment, and materials upon notification by the District.

## SECTION 1 – CANALS AND DRAINS

**SS-1.1 COFFERDAMS:** Construct cofferdams of non-earthen materials such as sheet pile, water dams (bladders), Portadam™, or similar products. Earthen dams will not be allowed. Any backing material used for a water dam shall be sacked sand or gravel; no loose fill will be allowed. Where excavation is required for installation of cofferdams, the work area shall be contained by silt fabric or other suitable sediment management system. For open excavations within channels, a minimum set back distance of fifty (50) feet from the excavation limits to the cofferdam is required.

Flow bypass requirements shall be based upon schedule of work and location within the drainage conveyance system. Consult the District prior to design for flow bypass requirements.

Submit a work plan for District approval a minimum of 30 days prior to beginning construction including drawings and schedule for work activities with sufficient float to allow for unanticipated delays. Work extending beyond permitted construction windows may require modifications to flow bypass or removal of blockage to accommodate the District's drainage management mission.

The District approval for dewatering operations and cofferdams is conditional and can be withdrawn at any time due to weather forecasts, canal levels, emergency operations or other unforeseen circumstances at no cost to the District.

**SS-1.2 BRIDGE CROSSINGS:** All bridge crossings shall be designed to provide access from the public roadway and/or trail to the District access roads consistent with SD-2.0 at all four quadrants. Install concrete pavement at both bridge abutments for tracked equipment traveling along drain maintenance roads to cross roadway in accordance with details on SD-2.0. For bridges designed with a median, a minimum fifteen-foot (15) median opening is required with concrete pavement.

### BRIDGE CROSSINGS GREATER THAN 20 FEET WIDE

Provide concrete channel lining under the new bridge crossing over a District drain extending a minimum of ten feet (10) upstream and downstream of the bridge limits. Install concrete lining in accordance with details provided in SD-3.0. The concrete lining shall be placed at the design channel invert as determined by the District, which will generally require removal of sediment to the original design grade.

### BRIDGE CROSSINGS 20 FEET WIDE OR LESS

Provide Rock Slope Protection (RSP) bank stabilization similar to SD-4.0 under crossing on both banks and to a minimum of 5 feet upstream and downstream of the structure. RSP shall be keyed in at the toe of the slope. No RSP will be allowed on the flow line of the drain.

**SS-1.3 DRAINAGE CANALS:** New drainage canals shall be designed to accommodate 100-year flows using the Basin Hydraulic Model with appropriate freeboard as determined by the District. District drainage canals shall be constructed in accordance with SD-6.0. Canal side slopes shall be a minimum of 3H:1V and shall have access roads on both sides of the canal. Access roads shall be a minimum of 15 feet for minor drains and canals, and 20 feet for the East Drain, North Drain, West Drain and Main Drain Canals.

Access roads on District drains and canals shall be a minimum of 6 inches of compacted Aggregate Base.

All drop pipes and field drains to be abandoned, including pipes that are set back from the canal shall be removed, and the canal bank along with the adjacent area backfilled and restored to the satisfaction of the District. Pipes shall not be abandoned in place unless otherwise approved based upon disturbance to the District systems and facilities.

## SECTION 2 – LEVEES AND EARTHWORK

**SS-2.1 PIPE PENETRATIONS THROUGH CERTIFIED LEVEES:** Pipe trench bedding and initial backfill material shall be Controlled Low-Strength Material (CLSM) (lean concrete slurry) in accordance with these Standard Specifications. Place CLSM against undisturbed trench bottom and walls in accordance with details provided in SD-8.0. Pipes less than or equal to twenty four-inch (24) diameter shall be encased in CLSM backfill to at least 6 inches above the top of pipe. Pipes larger than 24 inches shall have CLSM encasement to at least the spring line of pipe. The remaining trench backfill to finished grade shall comply with embankment material and compaction requirements in accordance with these Standard Specifications. Recompact roadway subgrade in accordance with access roadway specification.

All existing pipes through berms that will become certified levees shall be completely removed; no abandonment in place will be allowed.

**SS-2.2 PIPE DRAIN CONNECTIONS:** An encroachment permit from the District is required for all pipes connecting to District drainage system. Pipe material shall be high density polyethylene (HDPE) or precast concrete; corrugated metal pipe (CMP) is not allowed. Precast concrete pipe is required for pipes under public roads.

### AGRICULTURAL FIELD DRAINS

Pipe drains from agricultural fields shall be connected to the District drains in accordance with SD-4.0 using a field inlet or equivalent unless otherwise approved by the District. Rock slope protection will be required on the canal bank unless otherwise determined by the District.

### NON-AGRICULTURAL DRAINS

Pipe drains from non-agricultural sites such as roadways, commercial, industrial, residential or other sites shall be constructed with a concrete apron in accordance with SD 3.0 with concrete lining at outlets.

**SS-2.3 AGGREGATE BASE FOR ROADS:** Aggregate Base on District facilities shall be a minimum depth of 6 inches and comply with State Specifications, Class 2. Compact upper 12 inches of the aggregate base subgrade to 95 percent relative compaction in accordance with ASTM D1557.

**SS-2.4 ROCK SLOPE PROTECTION BANK STABILIZATION:** Approved Rock Slope Protection (RSP) gradations are designated below. The RSP bank stabilization gradation shall be determined by the District based on site conditions, flow velocity and direction. For non-agricultural pipe outlets, the Project Proponent shall provide outlet flow range. Pipe outlet velocity shall be determined based upon free discharge unless otherwise directed. RSP Gradations

- COE Rock – median rock size 6" by 15"
- Derrick Rock - median rock size 24" by 36"
- Caltrans Facing / Backing No. 1 Rock - State Specification Section 72
- Caltrans Backing No. 2 Rock – State Specification Section 72

Caltrans Backing No. 2 will generally be sufficient bank stabilization at submerged pipe outlets. Larger rock sizes are required for discharge points above water level or for encroachments that block channel flow cross section will be sized on a case-by-case basis.

**SS-2.5 OPEN EXCAVATION BACKFILL:** Open excavation or trench backfill within 20 feet of the projected toe of a levee shall be backfilled with CLSM (lean concrete slurry) in accordance with these Standard Specifications. Alternatively, all or a portion of the excavation may be backfilled with Embankment Material in accordance with the Standards Specifications with each lift keyed into adjacent material. Placement of earthen backfill will require sloping of excavation sides at 1H to 1V minimum to

allow for keying and benching of material lifts. The upper 24 inches of excavation backfill shall be earthen materials. Re-compact upper 12 inches of fill under access roads to 95 percent relative compaction in accordance with ASTM D1557.

**SS-2.6 NON-PROJECT LEVEE EMBANKMENT BACKFILL:** These provisions shall apply to backfill of excavations within non-Project Levees. Where new levee construction, levee embankment relocation, repair of slides, and similar repairs extend beyond the limits of existing embankment foot print, consultant with the District for additional surface preparation provisions and methods to key new fill into existing. Where imported soil materials will differ substantially from existing consult with District on zoning of imported materials during placement of backfill.

**Embankment Material.** Levee embankment material shall consist of low to medium plasticity soils, classified in accordance with ASTM D 2487 as silty sands and clayey sands (SM or SC), inorganic silts (ML) or inorganic clays (CL). Individual test results shall have a minimum of 30 percent passing the No. 200 standard sieve. Maximum particle size shall be 2 inches. Embankment material shall have a liquid limit of 50 or less and a plasticity index (PI) between 30 and 8. The organic content shall be less than 3.5 percent. Backfill materials within 3 feet of structures or pipes shall use material with PI between 5 and 12.

**Embankment Construction.** Place fill material in 4 to six 6-inch layers and compact with a sheepsfoot roller or equivalent, to a relative compaction of not less than ninety 90 percent in accordance with ASTM D1557 or not less than 97 percent of maximum dry density in accordance with ASTM D698. Moisture content at the time of compaction shall be plus 3 percent to minus 1 percent of optimum. Mix fill at the time of placement such that the embankment and backfill will be free from lenses, pockets, streaks, and layers of material differing substantially in texture or gradation from surrounding material of the same class. Fill placed against slopes steeper than 5 horizontal to 1 vertical shall be over-excavated to provide a level working platform, and keyed and benched into adjacent surface with each lift.

**Field Quality Control.** The Project Proponent shall engage the services of an Independent Testing Agency (or develop a reimbursement agreement with the District to provide testing services) to perform the following tests:

1. Field Density per ASTM D1556; D2922; D3017
2. Moisture density per ASTM D1557
3. Gradation per ASTM D422C (minus no. 200 particle size only)
4. Atterberg Limits per ASTM D4318
5. Organic Content per ASTM D2794

Minimum testing frequency for material classification (Gradation, Atterberg Limits, and Organic Content) shall be not more than every 600 cubic yards placed or whenever source material characteristics change. Perform field density and moisture content testing frequency for every three lifts of backfill placed and at a minimum for every 300 cubic yards of fill placed. Testing frequencies specified are minimums, additional testing may be necessary to control placement and compaction methods. Testing Agency shall provide daily field reports to the District and a final report that summarizes all field and laboratory testing no later than four (4) weeks after completion of the work.

### SECTION 3 - UTILITIES

**SS-3.1 UTILITY POLES:** In accordance with Title 23, vertical clearances shall be a minimum of 21 feet above the levee crown for 750 volts or less and 25 feet for higher voltage. All pole locations within 25 feet of a levee or canal bank toe shall be submitted to the District for review and approval prior to installation. For poles that are approved to be installed within 25 feet, the District will require RSP bank stabilization on the drain slopes and realignment of access roads where required, unless otherwise approved. Utility poles shall be backfilled with CLSM (lean concrete slurry) or concrete, no gravel allowed.

**SS-3.2 UTILITY CROSSINGS:** Underground utility crossings are not allowed over the top of existing District canals, ditches and pipes. Where underground utilities (pipelines, conduits, cables) cross District pipe alignments provide a minimum of 24-inch clearance.

Pipeline clearances beneath District drains shall comply with the following matrix.

	Main Drainage Channel	Drains and Laterals	Ditches
Gas	15 feet	10 feet	10 feet
Sewer	15 feet	10 feet	5 feet
Water	15 feet	10 feet	5 feet
Other	15 feet	10 feet	5 feet

All boring and tunneling operations shall be submitted for review and approval by the District. Submittal shall include a work plan, detailed drawings, and any other items requested by the District.

## SECTION 4 – FENCING AND GATES

**SS-4.1 FENCING AND GATES:** No fencing shall be placed on District property or right-of-way without District approval. Fencing along property lines shall be placed 1 foot outside of District right-of-way. Access Control Gates shall conform to SD-9.

**SS-4.2 SECURITY FENCING FOR PUMP STATIONS:** Security fencing at District pumping plants shall be 8 feet high chain link with three strand barbed wire extensions and concertina wire wrap in accordance with SD 10.0. Chain Link Gates shall include at a minimum one 15-foot wide double gate and one 4-foot wide pedestrian gate.

## SECTION 5 – PUMP STATION DESIGN:

All drainage pumps shall be sized to maintain 100-year design capacity at an average sump water level during design flood event (from District system-wide hydraulic model) and a 100-year base flood elevation at the outfall. Existing plant pumping capacities are the basis for FEMA internal flood plain mapping. Where facility modifications are proposed that will affect plant design capacity, the Project Proponent shall be responsible for adding capacity or replacement of the plant to maintain capacity. Pumping plant layout shall generally comply with U.S. Army Corps of Engineer's Engineering Manual (EM) 1110-2-3102, GENERAL PRINCIPLES OF PUMPING STATION DESIGN AND LAYOUT, Hydraulic Institute Standards (ANSI/HI Pump Standards November 2005 Release). Equipment used shall be compatible District's facilities and from the same manufacturer. Refer to the *Reclamation District 1000 Pump Station Design and Layout Guidelines* for specific design criteria and standards.

**SECTION 6 – RECREATIONAL TRAILS:**

This section is intentionally left blank.

**SECTION 7 – PROPRIETARY EQUIPMENT:**

This section is intentionally left blank.

## SECTION 8 – MISCELLANEOUS

**SS-8.1 CONTROLLED LOW STRENGTH MATERIAL (LEAN CONCRETE SLURRY):** CLSM (lean concrete slurry) shall comply with the specification below.

### MATERIALS

- Portland Cement: ASTM C 150.
- Aggregate: Provide material meeting the requirements of ASTM C 33.
- Other Admixtures: Provide material meeting the requirements of ASTM C 494/C 494M.
- Pozzolanic Materials: Fly ash meeting ASTM C 618 requirements.

### MATERIAL MIXTURE

- Mix Design: Mix design shall produce a consistency that will result in a flowable product at the time of placement that does not require manual means to move it into place.
- Mix Compressive Strength: Provide mix with compressive strength between 50 psi and 150 psi according to ASTM C 39 at 28 days after placement.
- Final Bleeding: Controlled Low Strength Material shall have minimal subsidence and bleed water which is measured as a Final Bleeding of less than 2.0 percent (retains 98.0 percent of original height after placement, approximately 1/4 inch per foot of depth) as measured in Section 10 of ASTM C 940.
- Fresh Unit Weight: The fresh unit weight shall be 100 - 110 lbs/ft<sup>3</sup> (1600 - 1760 kg/m<sup>3</sup>), except where specified, and in the absence of strength data the cementitious content shall be a maximum of 150 lbs/cy (90 kg/m<sup>3</sup>).
- Control Density Fill: Control Density Fill shall have an in-place yield of 98 percent of design yield.
- Stable-Air-Generator: Provide Stable-Air Generator and comply with manufacturer's recommendations. Add Stable-Air Generator at the production plant or placement site.

**SS-8.2 WELL ABANDONMENT:** Well abandonment within 100 feet of a levee or canal bank toe shall be backfilled with CLSM (lean concrete slurry) or grouted with cement-based sealing material. Sand, gravel, or other permeable backfill material will not be allowed.

**SS-8.3 SEEDING:** All disturbed areas shall be seeded and/or revegetated after completion of work and the Permittee shall maintain area until the desired stand of vegetation coverage is achieved (not less than 85 percent coverage). The Permittee shall be responsible for any repairs to area until May 1 of year following application or as required by regulatory permit unless other arrangements are made with the District. In areas with special vegetation such as the Project Levees, the vegetative cover shall match existing to the satisfaction of the District. In other areas, use native grass seed mix that complies with the following table.

Native Grass Seed Mix		
Species Name	Common Name	*PLS pounds per acre
Agrostis exarata	Bentgrass	0.2
Elymus glaucus	blue wildrye	6
Elymus trachycaulus	slender wheatgrass	6
Hordeum brachyantherum	meadow barley	8
Leymus triticoides	creeping wildrye	8
Melica californica	California melic	4
Nassella pulchra	purple needlegrass	8
Poa secunda ssp secunda	Pine bluegrass	1.8
TOTAL for Mix		42
1 PLS = "Pure Live Seed" which is the percent of viable seed germination in a bulk pound of seed. Certified PLS ratings are provided by the seed supplier or seed grower.		

**SS-8.4 GEOTECHNICAL BORINGS:** The District shall approve Geotechnical borings on District facilities by issuance of a Temporary Use Permit prior to mobilization of boring equipment. Approval for borings is conditional and can be revoked at any time due to weather, canal or river levels, emergencies or other unforeseen circumstances.

Use of District access roads will not be allowed if roadway is saturated and not stable. Spoils from the borings shall be removed from the site. Borings shall be backfilled with CLSM (lean concrete slurry) or grouted with cement-based sealing material, and the site restored to the satisfaction of the District.

**DIVISION IV SUBBASES AND BASES**  
**24 STABILIZED SOILS**  
**24-1 GENERAL**

Reserved

**24-2 LIME STABILIZED SOIL**

**24-2.01 GENERAL**

**24-2.01A Summary**

Section 24 includes specifications for stabilizing soil by mixing lime and water with soil and compacting the mixture.

**24-2.01B Definitions**

**mellowing period:** Time between the initial and final mixing to promote initial chemical reactions between lime, water, and soil.

**24-2.01C Submittals**

From 30 to 180 days before use, submit one 10 lb sample of each lime product proposed and from each source.

Submit lime samples in airtight containers under ASTM C 50. Mark the sample date on the container. Include the MSDS and chemical and physical analysis with the submittal.

Submit a certificate of compliance with the lime samples that includes a statement certifying the lime furnished is the same as on the Authorized Material Source List.

At least 15 days before starting soil stabilization activities, submit the name of the authorized laboratory you will use for QC tests. The laboratory must be qualified under the Department's Independent Assurance Program.

At least 25 days before applying lime in slurry form, submit the slurry's lime content for authorization.

Before performing QC sampling and testing, submit the time and location the sampling and testing will occur. Submit QC testing results within 24 hours of receiving the results.

**24-2.01D Quality Control and Assurance**

**24-2.01D(1) General**

Perform QC testing in the presence of the Engineer.

Place unique, sequentially numbered lock seals on each load and affix them to trailer blow down valves that are locked open. The bill of lading for each lime delivery must have that specific lock seal number legibly and visibly imprinted.

**24-2.01D(2) Preparing Soil**

After preparing an area for lime soil stabilization verify the surface grades. For every 500 cu yd of soil prepared for lime soil stabilization:

1. Test the relative compaction under California Test 231
2. Test the moisture content under California Test 226

**24-2.01D(3) Applying Lime**

The Engineer determines the final application rate for each lime product proposed from the samples submitted. Wherever the soil to be stabilized changes, the Engineer changes the application rate. Based on California Test 373, the Engineer reports the application rate as the percent of lime by dry weight of soil. The Engineer provides the optimum moisture content determined under California Test 373 for each application rate.

Whenever lime is used in dry form, the Engineer verifies the application rate using the drop pan method once per 40,000 square feet stabilized, or twice per day, whichever is greater.

## SECTION 24

## STABILIZED SOILS

Whenever lime in slurry form is used, report the quantity of slurry placed by measuring the volume of slurry in the holding tank once per 40,000 square feet stabilized, or twice per day, whichever is greater.

### 24-2.01D(4) Mixing

For each day of initial mixing, test the moisture content under California Test 231 and verify moisture content under California Test 226. Sample the material immediately after initial mixing.

Randomly test the adequacy of the final mixing with a phenolphthalein indicator solution.

During mixing operations, measure and record the ground temperature at full mixing depth.

Take a composite sample from 5 random locations after initial mixing. The moisture content of the composite sample tested under California Test 226 must be a minimum of 3 percent greater than optimum. Determine the moisture versus density relationship of the composite sample material under California Test 216, except part 2, section E, paragraph 6 is modified as follows:

After adjustment of the moisture content, compact each of the remaining test specimens in the mold, then record the water adjustment, tamper reading, and the corresponding adjusted wet density from the chart on Table 1 using the column corresponding to the actual wet weight of the test specimen compacted. Note each of these wet weights on Line 1.

After mixing and before compacting, determine maximum density under California Test 216 from composite samples of mixed material samples from 5 random locations and at each distinct change in material. Test the gradation for compliance with section 24-2.03D. Test the moisture content of the mixed material under California Test 226.

### 24-2.01D(5) Compaction

Test relative compaction on a wet weight basis.

After initial compaction determine in-place density under California Test 231 and moisture content under California Test 226, at the same locations. Perform one test per 250 cu yd of lime stabilized soil. Test in 0.50-foot depth intervals.

Construct test pads for compaction tests by scraping away material to the depth ordered. If a compaction test fails, corrective action must include the layers of material already placed above the test pad elevation.

### 24-2.01D(6) Test Strip

Construct test strips with materials, tools, equipment, and methods you will use in the work.

### 24-2.01D(7) Test Result Disputes

Work with the Engineer to avoid potential conflicts and resolve disputes regarding test result discrepancies. If you dispute the test result notify the Engineer within 5 days of receiving the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results. An Independent Third Party (ITP) must perform referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your lime producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed material for evaluation.

## 24-2.02 MATERIALS

### 24-2.02A General

Reserved

**SECTION 24****STABILIZED SOILS****24-2.02B Lime**

Lime sources must be on the Authorized Material Source List.

Lime must comply with ASTM C 977 and the requirements shown in the following table:

<b>Lime Quality</b>		
Property	ASTM	Requirements
Available calcium and magnesium oxide (min, %)	C 25 or C 1301 and C 1271	High calcium quicklime: CaO > 90 Dolomitic quicklime: CaO > 55 and CaO + MgO > 90
Loss on ignition (max, %)	C 25	7 (total loss) 5 (carbon dioxide) 2 (free moisture)
Slaking rate	C 110	30 °C rise in 8 minutes

A 0.50 lb sample of lime dry-sieved in a mechanical sieve shaker for 10 minutes ±30 seconds must comply with the grading shown in the following table:

<b>Lime Grading</b>	
Sieve sizes	Percentage passing
3/8 inch	98-100

Slurry must:

1. Be free of contaminants
2. Contain at least the minimum dry solids
3. Have uniform consistency

Prepare lime slurry at the job site.

**24-2.02C Water**

Whenever available, use potable water for mixing soil and lime. Notify the Engineer if water other than potable water is used. Water, other than potable water must:

1. Contain no more than 650 parts per million of chlorides as Cl, and no more than 1,300 parts per million of sulfates as SO<sub>4</sub>
2. Not contain an amount of impurities that will cause a reduction in the strength of the stabilized soil

**24-2.02D Curing Seal**

Curing seal must comply with section 94, Grade SS1, SS1h, CSS1, or CSS1h.

**24-2.03 CONSTRUCTION****24-2.03A General**

Do not mix different types of lime or lime from more than one source. The Engineer determines separate application rates.

Deliver lime in full loads unless it is the last load needed for a work shift.

Before applying lime, measure the ground surface temperature. Apply lime at ground temperatures above 35 degrees F. Do not apply lime if you expect the ground temperature to drop below 35 degrees F before you complete mixing and compacting.

During mixing, maintain the in-place moisture of the soil to be stabilized a minimum 3 percent above the optimum moisture determined under California Test 216 as modified in section 24-2.03D. During compaction and finish grading, add water to the surface to prevent drying until the next layer of mixed material is placed, or until you apply curing treatment.

**SECTION 24**

**STABILIZED SOILS**

Scarify the surface of lime stabilized soil at least 2 inches between each layer. Do not scarify the finished surface of the lime stabilized soil.

From the application of lime to 3 days after the application of curing treatment, only equipment and vehicles essential to the lime stabilization work are allowed on the soil.

**24-2.03B Preparing Soil**

For native soil and embankment other than imported borrow, remove rocks or solids larger than 1/3 of the layer thickness. Regardless of the layer thickness, remove rocks and solids greater than 4 inches. Removing soil clods is not required. Notify the Engineer if you encounter rocks or solids greater than 1/3 of the layer thickness. Removing and disposing of rocks and solids is change order work.

Before adding lime, place the soil to be stabilized to within 0.08 foot of the specified lines and grades and compact to not less than 90 percent relative compaction.

**24-2.03C Applying Lime**

Apply lime in dry form. You may apply lime in slurry form, if authorized.

Apply lime uniformly over the area to be stabilized using a vane spreader.

Do not vary from the Engineer's determined application rate by more than 5 percent.

Lime slurry must be in suspension during application. Apply lime slurry uniformly making successive passes over a measured section or roadway until the specified lime content is reached. Apply the residue from lime slurry over the length of the roadway being processed.

**24-2.03D Mixing**

Lime and soil to be stabilized must be uniformly mixed at least twice to within 0.10 foot of the depth shown at any point. If the mixing depth exceeds the depth shown by more than 10 percent, add lime in proportion to the exceeded depth. The Department does not pay for this added lime.

Mix lime on the same day it is applied. After the initial mixing, allow a mellowing period for at least 36 hours before final mixing. Moisture content during the mellowing period determined under California Test 226 must be at least 3 percent higher than the optimum moisture content. You may add water and mix during the mellowing period.

Remix until the mixture is uniform with no streaks or pockets of lime.

Except for clods larger than 1 inch, mixed material must have a color reaction with sprayed phenolphthalein alcohol indicator solution.

Complete all the mixing work within 7 days of the initial application of lime.

Before compaction, the mixed material excluding rock must have the grading shown in the following table:

<b>Mixed Material Grading</b>	
Sieve sizes	Percentage passing
1"	98-100
No. 4	60-100

**24-2.03E Compaction**

Begin compacting immediately after final mixing.

Compact using a sheepsfoot or segmented wheel rollers immediately followed by steel drum or pneumatic-tired rollers. Do not use vibratory rollers.

Wherever the thickness shown is 0.50 foot or less, compact in 1 layer. Wherever the thickness shown is more than 0.50 foot, compact in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any 1 layer must not exceed 0.50 foot unless you first construct a test strip to demonstrate your equipment and methods provide uniform distribution of lime and achieve the specified compaction. The test strip must contain no more material than 1 day's production.

## SECTION 24

## STABILIZED SOILS

Use other compaction methods in areas inaccessible to rollers.

Compact the lime stabilized soil to at least 95 percent relative compaction determined under California Test 216 as modified in section 24-2.03D The relative compaction is determined on a wet weight basis.

### 24-2.03F Finish Grading

Maintain the moisture content of the lime stabilized soil at a minimum of 3 percent above optimum moisture content through the entire finish grading operation.

The finished surface of the lime stabilized soil must not vary more than 0.08 foot above or below the grade established by the Engineer unless the lime stabilized soil is to be covered by material paid for by the cubic yard, in which case the finished surface may not vary above the grade established by the Engineer.

Wherever lime stabilized soil is above the allowable tolerance, trim, remove, and dispose of the excess material. Do not leave loose material on the finished surface. If finish rolling cannot be completed within 2 hours of trimming, defer trimming.

Wherever lime stabilized soil is below the allowable tolerance, you may use trimmed material to fill low areas only if final grading and final compaction occurs within 48 hours of beginning initial compaction. Before placing trimmed material, scarify the surface of the area to be filled at least 2 inches deep.

Finish rolling of trimmed surfaces must be performed with at least 1 complete coverage with steel drum or pneumatic-tired rollers.

Do not proceed with construction activities for subsequent layers of material until the Engineer verifies the final grades of the lime stabilized soil.

### 24-2.03G Curing

#### 24-2.03G(1) General

Cure by any one of the following methods:

1. Water cure
2. Curing seal
3. Moist material blanket

Choose the method of curing and apply the chosen cure method within 48 hours of completing the sheepfoot or segmented wheel compaction and within the same day of any trimming and finish grading.

#### 24-2.03G(2) Water Cure

Water may be used to cure the finished surface before you place a moist material blanket or apply curing seal. Keep the surface above the optimum moisture content of the lime stabilized soil. Use this method for no more than 3 days, after which you must apply a curing seal or place a moist material blanket.

#### 24-2.03G(3) Curing Seal

Curing seal equipment must have a gauge indicating the volume of curing seal in the storage tank.

Apply curing seal:

1. To the finished surface of lime stabilized soil under section 94-1.06
2. At a rate from 0.10 to 0.20 gallon per square yard. The exact rate is ordered
3. When the lime stabilized soil is at optimum moisture
4. When the ambient temperature is above 40 degrees F and rising

Repair damaged curing seal the same day the damage occurs.

#### 24-2.03G(4) Moist Material Blanket

Moist material blanket must be moist structural material. Moist material blanket may be either a temporary or permanent layer of material of sufficient thickness to prevent drying of the lime stabilized soil. You may use moist material blanket if the lime stabilized soil can bear the weight of construction equipment.

**SECTION 24****STABILIZED SOILS**

Maintain the moist material blanket above the optimum moisture content, as appropriate, until the next structural layer is placed.

**24-2.04 PAYMENT**

Lime stabilized soil is measured from horizontal measurements of the planned surface of the lime stabilized soil.

Curing seal quantity is determined under section 94. The amount of curing seal used is determined from the gauge on the curing equipment.

The Department does not adjust the unit price for an increase or decrease in lime quantity.

Quantities of lime wasted or disposed of in a manner not specified, or remaining on hand after completion of the work, will not be paid for. If you use a partial load of lime, weigh the truck and the remaining lime on a scale and submit a weighmaster certificate.

If the dispute resolution ITP determines the Engineer's test results are correct, the Engineer deducts the ITP's testing costs from payments and pays the ITP. If the ITP determines your test results are correct, the Department pays the ITP testing costs without deduction.

**24-3-24-6 RESERVED**

MITIGATION REPORTING PROGRAM CHECKLIST FOR THE  
 EAST DRAINAGE CANAL BIKE TRAIL PROJECT (K19006000)

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Air Quality</b></p> <p><b>Mitigation Measure AQ-1. General Plan Policy ER 6.1.8 - Development Near TAC Sources:</b> The City shall ensure that new development with sensitive uses located adjacent to toxic air contaminant sources, as identified by the California Air Resources Board (CARB), reduces potential health risks. In its review of these projects, the City shall consider current guidance provided by and consult with the CARB and the Sacramento Metropolitan Air Quality Management District.</p> <p><b>AQ-2.</b> Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.</p> <p><b>AQ-3.</b> Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.</p> <p><b>AQ-4.</b> Use wet power vacuum street sweepers to remove any visible track out mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.</p> <p><b>AQ-5.</b> Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).</p> <p><b>AQ-6.</b> All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.</p> <p><b>AQ-7.</b> Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.</p>	<p>During construction Mitigation measures shall be included in all construction documents for implementation during construction.</p>	<p>City of Sacramento Department of Transportation and Contractor</p>		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
AQ-8. Maintain all construction equipment in proper working condition according to manufacturer's specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated.				
<p><b>Biological Resources</b></p> <p><b>BIO-1- General Plan Policy ER 2.1.10 - Habitat Assessments:</b> The City shall consider the potential impact on sensitive plants and for each project requiring discretionary approval and shall require preconstruction surveys and/or habitat assessments for sensitive plant and wildlife species. If the preconstruction survey and/or habitat assessment determines that suitable habitat for sensitive plant and/or wildlife species is present, then either (1) protocol-level or industry recognized (if no protocol has been established) surveys shall be conducted; or (2) presence of the species shall be assumed to occur in suitable habitat on the project site. Survey Reports shall be prepared and submitted to the City and the CDFG or USFWS (depending on the species) for further consultation and development of avoidance and/or mitigation measures consistent with state and federal law.</p> <p><b>BIO-2. General Plan Policy ER 2.1.5 - Riparian Habitat Integrity:</b> The City shall preserve the ecological integrity of creek corridors, canals, and drainage ditches that support riparian resources by preserving native plants and, to the extent feasible, removing invasive, non-native plants. If not feasible, adverse impacts on riparian habitat shall be mitigated by the preservation and/or restoration of this habitat at a 1:1 ratio, in perpetuity.</p> <p><b>BIO-3. General Plan Policy ER 2.1.6 – Wetland Protection:</b> The City shall preserve and protect wetland resources including creeks, rivers, ponds, marshes, vernal pools, and other seasonal wetland, to the extent feasible. If not feasible, the mitigation of all adverse impacts on wetland resources shall be required in compliance with State and Federal regulations protecting wetland resources, and if applicable, threatened or endangered species. Additionally, the City may require either on- or off-site permanent preservation of an equivalent amount of wetland habitat to ensure no-net-loss of value</p>	<p>Prior to and during construction – Mitigation measures shall be included in all construction documents for implementation during construction.</p>	<p>City of Sacramento Department of Transportation and CDFG or USFWS</p>		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>and/or function.</p> <p><b>BIO-4. General Plan Policy ER 2.1.10 - Habitat Assessments:</b> The City shall consider the potential impact on sensitive plants and for each project requiring discretionary approval and shall require preconstruction surveys and/or habitat assessments for sensitive plant and wildlife species. If the preconstruction survey and/or habitat assessment determines that suitable habitat for sensitive plant and/or wildlife species is present, then either (1) protocol-level or industry recognized (if no protocol has been established) surveys shall be conducted; or (2) presence of the species shall be assumed to occur in suitable habitat on the project site. Survey Reports shall be prepared and submitted to the City and the CDFG or USFWS (depending on the species) for further consultation and development of avoidance and/or mitigation measures consistent with state and federal law.</p> <p><b>BIO-5.</b> All construction activities that involve ground disturbance shall be restricted to the period of May 1 through September 30. This is the active period for giant garter snakes and they are expected to avoid danger during this time.</p> <p><b>BIO-6.</b> A preconstruction survey shall be completed by a qualified biologist approved by the USFWS no more than 24 hours prior to the onset of construction (site preparation, grading). Another such survey shall be completed if construction stops for a period of two or more weeks.</p> <p><b>BIO-7.</b> Clearing shall be confined to the minimum area necessary to facilitate construction. All giant garter snake habitat outside of construction areas shall be flagged as an environmentally sensitive area. These areas shall be avoided by all construction personnel.</p> <p><b>BIO-8.</b> Construction personnel shall receive USFWS-approved environmental awareness training instructing workers on how to identify giant garter snakes and their habitats, and what to do if a giant garter snake is encountered during construction activities. During this training an onsite biological monitor shall be designated. While not specified in the NBHCP, FWS requires the biological monitor to be present during all</p>				

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>construction activities (K. Berry pers. comm.) to ensure that no GGS are harmed by foot, vehicle, and equipment activities. The biological monitor shall be responsible for preparing the compliance monitoring report specified in section 4.10 below, pursuant to NBHCP sections E.1.b. and c, Chapters V1.E.1.b and V1.E.1.c.</p> <p><b>BIO-9.</b> If a live giant garter snake is found during construction activities, the USFWS and the biological monitor shall immediately be notified. The biological monitor, or his/her assignee, shall stop construction and follow guidance specified in NBHCP section V.A.5.a.(7).</p> <p><b>BIO-10.</b> Upon locating dead, injured, or sick federally listed wildlife, the permittees or their designated agents must notify within one working day the Service's Division of Law Enforcement (2800 Cottage Way, Sacramento CA 95825) or the Sacramento Fish and Wildlife Office (2800 Cottage Way, Room W-2605, Sacramento, CA 95825, telephone 916 414-6600). Written notification to both offices must be made within three calendar days and must include the date, time, and location of the finding of a specimen and any other pertinent information.</p> <p><b>BIO-11.</b> Fill or construction debris may be used by giant garter snakes as over-wintering sites. Upon completion of construction activities, all temporary fill and/or construction debris shall be removed from the site. If this material is situated near undisturbed giant garter snake habitat and is to be removed between October 1 and April 30, it shall be inspected by a qualified biologist to assure that giant garter snakes are not using it as hibernaculae.</p> <p><b>BIO-12.</b> No plastic, monofilament, jute, or similar erosion-control matting that could entangle snakes will be placed on a project site when working within 200 feet of aquatic or rice habitat. Possible substitutions include coconut coir matting, tackified hydrosedding compounds, or other material approved by wildlife agencies.</p> <p><b>BIO-13.</b> While not specified in the NBHCP, we recommend posting educational signs along the trail about giant garter snakes to educate the public about the species' possible presence and encourage avoidance of bicycle or pedestrian encounters. Additionally, speed limits could be recommended.</p>				

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>BIO-14.</b> Prior to the construction, a preconstruction survey shall be completed to determine whether any active Swainson's hawk nest sites occur within 0.5 mile of the construction site. These surveys shall be conducted according to the Swainson's Hawk Technical Advisory Committee's (May 31, 2000) methodology, or updated methodologies, as approved by the CDFG, using experienced Swainson's hawk surveyors.</p> <p><b>BIO-15.</b> If breeding Swainson's hawks (i.e., birds exhibiting nest-building or nesting behavior) are identified, no new disturbances (e.g., heavy equipment operation associated with construction) will occur within 0.5 mile between March 15 and September 15, or until a CDFG-approved biologist has determined that young have fledged or that the nest is no longer occupied. If the active nest site is located within 0.25 mile of existing urban development, the no-new-disturbance zone can be limited to 0.25 mile.</p> <p><b>BIO-16.</b> Where disturbance of a Swainson's hawk nest cannot be avoided, such disturbance shall be temporarily avoided (i.e., construction activities deferred until after the nesting season) and then, if unavoidable, the nest tree may be destroyed during the non-nesting season. For purposes of this provision the Swainson's hawk nesting season is defined as March 15 to September 15. If a nest tree (any tree that has an active nest in the year the impact is to occur) must be removed, tree removal shall only occur between September 15 and February 1.</p> <p><b>BIO-17.</b> If a Swainson's hawk nest tree is to be removed and fledglings are present, the tree may not be removed until September 15 or until the California Department of Fish and Game has determined that the young have fledged and are no longer dependent upon the nest tree.</p> <p><b>BIO-18.</b> If construction or other project-related activities that may cause nest abandonment or forced fledging are proposed within the 0.25-0.5-mile buffer zone, intensive monitoring (funded by the project sponsor) by a CDFG-approved raptor biologist will be required. Exact implementation of this measure will be based on specific information at the project site.</p>				

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>BIO-19.</b> A CDFG-approved biologist shall perform a preconstruction survey of the site for burrowing owls. The results of the preconstruction survey shall be submitted to the land-use agency with jurisdiction over the site prior to construction and a mitigation program shall be developed if necessary.</p> <p><b>BIO-20.</b> Occupied burrows shall not be disturbed during the nesting season (February 1 through August 31) unless an approved biologist verifies through non-invasive measures that either: a) the birds have not begun egg-laying and incubation; or b) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.</p> <p><b>BIO-21.</b> If nest sites are found, CDFG shall be contacted regarding suitable mitigation measures, as specified in the NBHCP, which could include establishing a non-disturbance buffer zone or passive relocation. Follow specific guidance in the NBHCP.</p> <p><b>BIO-22.</b> Where avoidance is not possible, disturbance and/or destruction of burrows shall be offset through development of suitable habitat on TNBC upland reserves. Such habitat shall include creation of new burrows with adequate foraging area.</p> <p><b>BIO-23.</b> No specific guidance on the methods of the preconstruction survey are provided in the HCP; however, it is assumed for this project that the preconstruction survey will follow methods provided by either CDFG (CDFG 1995 or newer) or the Burrowing Owl Consortium (Burrowing Owl Consortium 1993).</p> <p><b>BIO-24.</b> A preconstruction survey shall be conducted for presence of breeding and nesting tricolored blackbirds. If surveys determine tricolored blackbirds are present, the following measures shall be implemented in accordance with the Migratory Bird Treaty Act to avoid disturbance to active (occupied) nesting colonies. A boundary shall be marked by brightly colored construction fencing that establishes a buffer zone of 500 feet from the active nest site. No construction-related disturbance shall occur within the 500-foot fenced area during the nesting season to July 1, or while birds are present. A qualified biologist must determine young have fledged and nest sites are no longer active before the nest site may be disturbed.</p>				

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>BIO-25.</b> A preconstruction survey shall be conducted. If surveys identify an active loggerhead shrike nest that will be adversely affected, the developer shall install brightly colored construction fencing that establishes a boundary 100 feet from the active nest. No disturbance associated with construction shall occur within the 100-foot fenced area during the nesting season of March 1 through July 31. A qualified biologist must determine that young have fledged or that the nest is no longer occupied prior to disturbance of the nest site.</p> <p><b>BIO-26.</b> A preconstruction survey shall be required. If a survey determines the presence of California tiger salamander, the land-use agency shall consult with the USFWS to determine appropriate measures to avoid and minimize take of individuals.</p> <p><b>BIO-27.</b> No guidance is provided on the type of preconstruction survey or the qualifications of the surveyor, but for purposes of this project we recommend that an agency-approved biologist conduct a single visit to search for migrating adults on a rainy night in November or December of the winter before construction. Construction is currently scheduled for summer of 2012, so this survey should be conducted in November or December of 2011.</p> <p><b>BIO-28.</b> A preconstruction survey for nesting birds shall be performed by a qualified biologist prior to construction, within the project area and a 300-foot buffer area, not more than two weeks prior to construction and preferably less than one week, for all birds not named above. If active nests are found, a no-disturbance buffer zone of 100 to 300 feet shall be established around them according to an agency-approved biologist's assessment of the species' sensitivity to disturbance. Within this buffer zone, no construction activity will be allowed until August 31 or the biologist determines that the nest is no longer active.</p> <p><b>BIO-29.</b> In compliance with section V of the NBHCP, the nesting-bird survey should also include a search of suitable habitats within 0.25 miles for nesting white-faced ibis. No construction shall take place within 0.25 mile of nesting white-faced ibis between May 15 and August 31 or until the biologist has determined that the young have fledged.</p>				

EAST DRAINAGE CANAL BIKE TRAIL PROJECT (K19006000)  
MITIGATION REPORTING PROGRAM

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p><b>Cultural Resources</b></p> <p><b>CR-1.</b> In the event that any prehistoric subsurface archeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during construction-related earth-moving activities, all work within 50 meters of the resources shall be halted, and the City shall consult with a qualified archeologist to assess the significance of the find. Archeological test excavations shall be conducted by a qualified archeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archeologist, representatives of the City and the qualified archeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation. In addition, a report shall be prepared by the qualified archeologist according to current professional standards.</p> <p><b>CR-2.</b> If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American representatives.</p> <p>If Native American archeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by qualified archeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.</p> <p>In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out by qualified historical archeologists, who shall meet either Register of Professional Archeologists (RPA), or 36 CFR 61 requirements.</p> <p><b>CR-3.</b> If a human bone or bone of unknown origin is found during construction, all work</p>	<p>Prior to and during construction – Mitigation measures shall be included in all construction documents for implementation during construction.</p>	<p>City of Sacramento Department of Transportation and Contractor</p>		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>shall stop in the vicinity of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the contractor to develop a program for re-interment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.</p>				
<p><b>Light and Glare</b></p> <p><b>Master EIR Mitigation Measure 6.13-1: The City shall amend the Zoning Code to prohibit new development from:</b></p> <ol style="list-style-type: none"> <li>1) using reflective glass that exceeds 50 percent of any building surface and on the ground three floors;</li> <li>2) using mirrored glass;</li> <li>3) using black glass that exceeds 25 percent of any surface of a building; and,</li> <li>4) using metal building materials that exceed 50 percent of any street-facing surface of a primarily residential building.</li> </ol> <p>The Zoning Code has not yet been amended to include the restrictions identified in Mitigation Measure 6.13-1. The restrictions will be applied to the project, if applicable, to ensure that the potential impact identified in the Master EIR is less than significant.</p>	<p>Prior to and during construction – Mitigation measures shall be included in all construction documents for implementation during construction.</p>	<p>City of Sacramento Department of Transportation and Contractor</p>		

## APPENDIX B

### Labor Compliance Requirements for This Project



## **LABOR COMPLIANCE REQUIREMENTS**

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Jose R. Ledesma at [jledesma@cityofsacramento.org](mailto:jledesma@cityofsacramento.org), or Brenda Kee at [bkee@cityofsacramento.org](mailto:bkee@cityofsacramento.org).

Each contractor and subcontractor (at all levels/tiers) is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by, the City of Sacramento.

Electronic submittal will be through a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system, currently 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 may be capable of generating a 'comma delimited file' that will interface with the software. If the 'comma delimited file' option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPTracker, meeting the required deadlines for those documents.

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

Included for your reference is a copy of the City's  
labor compliance handbook.

# **CITY OF SACRAMENTO**



## **LABOR COMPLIANCE HANDBOOK 2015**

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**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.

## **Labor Compliance Requirements (Prevailing Wage, SB 854 Etc.)**

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

### **SB 854 - Important Information for Contractors**

- **No contractor or subcontractor** may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- The prime contractor must post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit).)

### **Essentials of public works contractor registration program:**

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
- Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.

- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

Additionally, **all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner** (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at [http://www.dir.ca.gov/Public- Works/SB854.html](http://www.dir.ca.gov/Public-Works/SB854.html) *(also for all SB854 related information)*.

***CITY OF SACRAMENTO LABOR  
COMPLIANCE STAFF***

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*City of*  
**SACRAMENTO**

## **STATE WAGE DETERMINATION**

### **Website:**

The State Wage Determination can be found on-line by accessing the following web site:

<http://www.dir.ca.gov/OPRL/pwd/>

For additional information you may contact:

**Division of Labor Statistics and Research (DLSR)**

**(415) 703-4774**

The State Wage Determinations list the basic crafts, (operating engineers, carpenters, laborers, etc.) by location; most sub trades (electricians, plumbers, etc.) are by county (*In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied*)

Our office will be glad to send you a copy of the wage determination, direct you to the appropriate website or answer any questions you may have. You may contact any of the compliance staff member's by referring to the previous contacts page.

### **Issue Date:**

The State Wage Determinations are published twice a year; **February 22** and **August 22**, to reflect updated wage increases incurred. Please be cognizant that increase dates do vary.

### **Single Asterisk\* (Good for life of project)**

**Example: Expiration Date of Determination: June 27, 2008\***

\* **E f f e c t i v e** 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 US Department of Labor) to all workers employed in the execution of the contract on federally funded construction projects. (*In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied*).

**Applicable Federal Wage Determinations are included in the bid package.**

Our office will be glad to assist you or answer any questions you may have. You may contact any of the compliance staff member's by referring to the contact information provided.

### **Publication Date**

There is no set date that the Federal Wage Determination is published; it is modified as needed.

### **Good for the Life of the Project**

The applicable Federal Wage Determination is good for the life of the project.

### **On-Site Posting Required**

**All contractors must post a copy of the applicable State and/or Federal Wage Determination.**

# Apprentices on Public Work Projects

## Summary of Requirements

California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information
2. Employ registered apprentices
3. Make training fund contributions

### Submit contract award information:

#### **If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee**

"Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable 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>

## **Ratios:**

### **How many apprentices must I employ on a Public Works project?**

At the end of the project, your straight time apprentice hours must equal a total of 1 hour for every 5 straight time journeyman hours for each separate craft. For example, if you have a total of 100 journeyman hours at the end of the project, you would need 20 apprentice hours in that same craft.

### **Can I mix and match crafts to reach the minimum ratio?**

No. The minimum ratio requirement is per each individual craft and only includes straight time hours.

### **Do overtime hours count toward the minimum ratio?**

No, only straight time hours count. Be careful not to confuse premium pay with overtime pay.

### **What is the maximum number of apprentices I can use on a Public Works Project?**

It depends on which box you have checked on your DAS 140. If you checked box 1 or 2 and fall under the regulations set forth in a specific program's standards, then you are allowed to use the maximum ratio set forth in those Standards. If you have checked box 3 and agreed to be governed by the regulations set forth by the California Apprenticeship Council then the minimum and maximum ratio is the same: 1 apprentice hour for every 5 journeyman hours totaled at the end of the project.

### **I am a contractor who is approved to train by an approved program and am covered by their Standards, or I am a contractor who has agreed to be covered by a program's Standards for a single project. How do I know what the Standards allow for that program's maximum apprentice ratios?**

You can ask the program for a copy of their Standards or a copy of the language in Article XV which covers ratios. Or you can call the DAS office nearest the location for that program and request the same.

## **Make Training Fund Contributions:**

Contractors who are awarded public works jobs must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices. This nominal fee contributes to the assurance that new apprentices coming into the craft will be guaranteed the highest level of training and as skilled craftsmen retire, the trade will survive.

Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council, P. O. Box 511283, Los Angeles, California 90051-7838.

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied by a completed training fund contribution form or a letter containing the following information:

1. The name, address and telephone number of the contractor making the contribution.
2. The contractor's license number.
3. The name and address of the public agency that awarded the contract.
4. The jobsite location, including the county where the work was performed.
5. The contract or project number.
6. The time period covered by the enclosed contributions.
7. The contribution rate and total hours worked by apprenticeable occupation.
8. The name of the program(s) that provide apprentices, if any.
9. The number of apprentice hours worked, by apprenticeable occupation and by program.

***Subject to change for most recent documentation please click on the following link:***

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

## Are you exempt?

**What are the instances in which a contractor on a public works project is considered exempt from the requirements of LC 1777.5?**

1. Labor Code 1777.5 does not apply to general contractors whose contract is under \$30,000.
2. When the craft or trade is not apprenticeable.
3. When the contractor holds a sole proprietor license and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
4. When the project is a federal project and the funding of the project does not contain any city, county, and/or state monies unless the project is administered by a state agency in which case the apprenticeship requirements apply.
5. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**What if I am exempt from the requirements of California Labor Code Section 1777.5 as my situation falls under one of the exemptions listed above? Do I still have to provide a "Notice of Contract Award" (DAS 140 form) to the applicable program?**

You do not have to submit a "Notice of Contract Award". However, for purposes of letting the applicable program know of your exemption, you may, nevertheless, want to provide the form to the applicable program so they are aware of your exemption.

**If I have an Individual Contractor Exemption granted by the Chief of DAS per Labor Code § 1777.5 (j), or § 1777.5(k), do I still need to send a DAS 140 to the appropriate programs?**

Yes, you still need to submit a Notice of Contract Award Information (DAS 140) to the appropriate Program Committees. The Individual Contractor Exemptions and Program Committee exemptions pertain to the ratio of apprentices on a public works project and do not eliminate the DAS 140 requirement.

**I am a small subcontractor and my job will take less than 40 hours. Am I exempt from hiring apprentices?**

**No, you must still submit a DAS 140 and 142.** However, you may request apprentices in less than 8 hour increments. Important Notice: see changes in Code of Regulations section 230.1, regarding the employment of apprentices on Public Works.

**What is a registered apprentice?**

An apprentice is someone who has signed an agreement with an employer, an approved apprenticeship program or program sponsor, and whose agreement is registered with the Division of Apprenticeship Standards (DAS). Only an approved apprenticeship program can provide a contractor with a registered apprentice on public works projects.

**Do programs that provide apprentices for public works projects provide workers compensation benefits for the apprentice they send out to jobs or is the responsibility of the contractor and/or subcontractor?**

This responsibility lies with the contractor and/or subcontractor.

**How can I find the names of the applicable approved apprenticeship programs/committees?**

1. Contact the DAS District office whose assigned geographic areas of responsibility cover the county/ies in which the public works project is located.
2. Visit our [interactive website](#)

**As a contractor who has been awarded a public works contract, and has my own employees, am I still required hiring registered apprentices?**

Yes. **Important Notice:** see changes in Code of [Regulations sections 230.1](#), regarding the employment of apprentices on Public Works

**I am a non-union contractor. Am I required to hire an apprentice?**

Yes, you must request dispatch from all approved programs in the geographic area of the project.

**Can I employ my friend, family, or my own employee who is still beginning to learn a particular trade, as an apprentice?**

No. The law requires that you employ only apprentices who are registered with an approved program. However, if your friend or your employee is a registered apprentice, and has been dispatched to you by an approved apprenticeship program, yes you can.

**What happens if I employed my friend who is not a registered apprentice and I paid him the journeyman rate?**

You may employ your friend and pay him journey wages but this does not affect the apprenticeship requirements.

**What are the benefits and advantages to hiring a registered apprentice?**

The benefits of hiring an apprentice registered in a state approved program are:

1. Lower pay rate than the journeyman pay rate.
2. Elimination of recruitment programs for workers who are already trained.
3. Creates a diversified and flexible workforce and larger pool of employees with specific skills.
4. Increases productivity; employees in a structured training program are motivated to achieve.

**EMPLOYMENT OF APPRENTICES**

- A. Bidder is directed to the provisions in Sections **1777.5, 1777.6** and **1777.7** of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.
1. **Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval.** Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprentice-able occupations shall be with the General Contractor.
  2. Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars (\$30,000). This is the sum of the total contract amount not the individual contracts that are held between a prime contractor and their sub tiers. A contractor who willfully violates Labor Code section 1777.5 shall be denied the right to bid on or receive a public works contract for a period of up to one (1) year for the first violation, and for a period up to three (3) years for the second and subsequent violations, from the date the determination of noncompliance made by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council. Contractor shall also be subject to the payment of the civil penalty as provided in Labor Code section 1777.7. Interpretation and enforcement of said Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

*This information is provided as a guide. If there are any discrepancies between the language in this handbook and the specifications in the bid package for this project, the bid package shall prevail.*

**For the most up to date and current apprenticeship information refer to the DIR website.**

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

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)
Drywall Finisher (Painter)	Pile Driver Operating Engineer
Electrician, Inside Wireman	Pile Driver (Carpenter)
Electrical Utility Lineman	Parking and Highway Improvements Painter
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 Construction)	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 apprenticeable trades is:  
<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 160  
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 header with 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"), and a "Search" button. A disclaimer is present below the form. A sidebar on the right contains "Quick Links" and "About DAS" sections.

State of California  
Department of Industrial Relations

CA.gov | Contact DIR | Press Room

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](http://www.dir.ca.gov/DAS) to research available apprenticeship programs by selecting a specific county and an occupation group)*

## **CAC Training Fund Contributions**

Payment of Training Fund Contributions ***must be sent to the California Apprenticeship Council (CAC) if the contractor is not signatory to an apprenticeship committee. The CAC will then distribute the funds to the proper apprenticeship committees. However, the CAC IS NOT AN APPRENTICESHIP COMMITTEE and will not accept the DAS140 or DAS142 forms.***

### **California Apprenticeship Council (CAC)**

P.O. Box 511283

Los Angeles, CA 90051-7838

**Overnight payments should be sent to:**

California Apprenticeship Council (CAC)  
455 Golden Gate Avenue, 9th floor  
San Francisco, California 94102

*(You may access the Department of Apprenticeship Standards (DAS) directly @ [www.dir.ca.gov/DAS](http://www.dir.ca.gov/DAS) to research available apprenticeship programs by selecting a specific county and an occupation group)*



State of California

# Department of Industrial Relations

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- [Labor Law](#)
- [Cal/OSHA - Safety & Health](#)
- [Workers' Comp](#)
- [Self Insurance](#)
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- [Director's Office](#)
- [Boards](#)

## CAC - Public works training fund contributions

### Division of Apprenticeship Standards (DAS)

#### Training Fund Search

This search function allows awarding agencies, labor and contract compliance organizations, contractors, and other interested parties to view and print a specific contractor's Training Fund contribution paid to the California Apprenticeship Council for the previous 24 months. The payment of the training funds is regulated by California Labor Code 1777.5(m)(1)

Please enter the contractor's license number to begin search.

If you do not know the contractor's license number you may search for it at this site: [www.cslb.ca.gov](http://www.cslb.ca.gov)

For employers without a Contractor's license you may look up the id number that was assigned

If you have any comments, questions or suggestions please send them to [trainingfund@dir.ca.gov](mailto:trainingfund@dir.ca.gov)

### Quick Links

- [Become an apprentice](#)
- [Find an apprenticeship program](#)
- [Find a registered apprentice](#)
- [Train employees through apprenticeship](#)
- [Program sponsors](#)
- [Use apprentices on public works projects](#)
- [I built it!](#)
- [Apprenticeship Council meetings](#)
- [DIR Laws and Regulations](#)
- [Veterans](#)

### About DAS

- [About Us \(Overview of DAS\)](#)
- [Contact](#)
- [Locations](#)

[DAS Home](#)

### About DIR

- [Who we are](#)
- [DIR Divisions, Boards & Commissions](#)
- [Contact DIR](#)

### Work with Us

- [Licensing, registrations, certifications & permits](#)
- [Notification of activities](#)
- [Public Records Act](#)

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# **PRE CONSTRUCTION DOCUMENTS**



**CITY OF SACRAMENTO  
CALIFORNIA**

**NOTICE TO PROCEED  
Project #PROJECT NUMBER  
PROJECTNAME**

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  
DEPARTMENTNAME  
DEPARTMENTADDRESS  
DEPARTMENT CITY, STATE ZIP  
Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

Receipt Acknowledge,

\_\_\_\_\_  
CONTRACT & COMP NAME      Date  
Contracts & Compliance Specialist

\_\_\_\_\_  
Signature      Date

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME

## Labor Compliance Requirements

DATE:  
JOB:  
PROJECT

Contract Administrator:  
Labor Compliance Officer:  
Project Manager:  
Inspector:  
Prime Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1771, LC §1774). Current Prevailing Wage Rates can be accessed at <http://www.dir.ca.gov/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:  
(This is for all contracts, work or task orders executed that are over \$30,000)
  - ⇒ Submit Division of Industrial Relations **form DAS-140, Public Works Contract Award Information**, to the applicable apprenticeship committee prior to start of work. This form must be uploaded into LCPTracker with proof of service included. The form may be downloaded at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm>  
Submit Division of Industrial Relations **form DAS-142- Request for Dispatch of Apprentices (Prime and Sub-Contractors.)** This form must be uploaded into LCPTracker with proof of service included. The form may be downloaded at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm> or under the e-Documents tab in LCPTracker.net

⇒ Training fees **MUST** be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. **CAC-2 Form and are due monthly by the 15<sup>th</sup>.**

**Training Fund Contribution Letter** -are **due monthly by Prime and Sub- Contractors.**  
(If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)

⇒ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- ❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. The apprentice certificate is to be uploaded into LCPTracker prior to approval. *References: Labor Code 1777.5; Contract Provision*
- ❑ Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

## **Certified Payroll Records**

- **Certified Payroll Reports (CPR)** Input into LCPTracker.net and delivered to the DIR as of April 1, 2015. **The CPR's for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California. CPR's are due within ten (10) days of pay period end date.** CPR's shall contain the same information for compliance with **LC § 1776.** Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.
- **Fringe Benefit Statement: Form 420 (Located on LCPTracker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change**. Please **breakdown all fringes paid to employee and to what program they are being paid to**. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.
- **Other Deductions** -Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. A form signed by the employee is uploaded into LCPtracker.net. If the employer does not have a form there is one available in the eDocuments tab on LCPtracker.net

### **Listing of Subcontractors**

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

**No contractor or subcontractor** may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or \$10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution. *References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work*
- Subcontracting Request*, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- The **prime contractor** is responsible for work performed and that **all compliance** is met by subcontractors and owner- operators. The Contractor **shall perform with its own organization** and with the assistance of workers under its immediate superintendence, work of a value not less than **twenty percent (20%)** of the value of all work in the contract.
- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. *Reference: Public Contract Code 4110-4111*

**List of Subcontractors & Suppliers: Form 300 (Located on 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. Advance notice of submission to the Compliance Officer is appreciated. You must submit a current schedule of values with each pay request and you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full**

**compliance.** Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review. Pursuant to Labor Code Section 1776, the City of Sacramento **will impose penalties of \$100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given)**, even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.

**Completion of Project**

- **Contractor Notification of Completion: Form 264** must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

**All of these forms discussed in this document are located on 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 start of their work on the construction project. Please check all boxes that apply.

### **5. Fringe Benefit Statement:**

- a) Asterisk or note any form of benefits that are included in the payroll reports should be listed out as an "hourly" rate of pay for each trade used.
- b) If fringe payments are made directly to the employee in lieu of fringes please note "paid in cash" under the applicable fringe payment and breakdown the hourly rate that is paid to the employee in cash.
- c) Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.

**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: (Checked box 1 on the DAS 140)**
  - i. Submit your DAS-7 or equivalent certification and upload into LCPtracker.net under the e-Documents tabs and inform the labor compliance person monitoring your project. This form can be submitted with your DAS-140 form.

**8 DAS-142 Request for Dispatch of an Apprentice Form:**

- a) Send to the Joint Apprentice Training Committees (JATC) in your craft or trade in the geographic area of the Public Works Project to request the dispatch of an apprentice before starting work at the site and as needed throughout the project.
- b) Employment of Apprentices on Public Works project- (a) Contractor(s) shall employ registered apprentice(s), as defined by Chapter 4 (commencing with Section 3070) of Division 3, during the performance of a Public 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  
CONSTRUCTION**

## Classification Worksheet

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

<b>Project Name</b>	
<b>Project Number</b>	
<b>Contractor Name</b>	
<b>Contact Name</b>	
<b>Contact Phone</b>	
<b>Contact Email</b>	
<b>CSLB/Certificate #</b>	

### 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 Address and Title)

**City of Sacramento**

PW-300 Form

**Instructions:** The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractors information in the Prime Contractor box and list yourself as the Subcontractor. Fill out the information that is known. If you are a Subcontractor with lower tier subs please put your company name under the Prime Contractor field and all subs under the Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier then a revision to the PW-300 Form is required. DIR REGISTRATION # MANDATORY

<b>PRIME CONTRACTOR</b>	
Date	Project #
Name	Project Name
Address:	Contract #
City, State, Zip	Total Contract Amount
Contact Name/Phone #	Estimated Start Date
Email	Estimated Completion Date
DIR Registration #	Federal Tax ID #
Contractor Lic. #	State Tax ID #
<b>SUBCONTRACTORS LIST</b>	
<b>SUBCONTRACTOR</b>	<b>SUBCONTRACTOR</b>
Name	Contact Name/Phone #
Address:	Email
City, State, Zip	Description of services
Contractor Lic. #	Estimated Start Date:
DIR Registration #	Estimated Completion Date
Contract \$ Value	LBE/ EBE/ DBE
<b>SUBCONTRACTOR</b>	<b>SUBCONTRACTOR</b>
Name	Contact Name/Phone #
Address:	Email
City, State, Zip	Description of services
Contractor Lic. #	Estimated Start Date:
DIR Registration #	Estimated Completion Date
Contract \$ Value	LBE/ EBE/ DBE
<b>SUBCONTRACTOR</b>	<b>SUBCONTRACTOR</b>
Name	Contact Name/Phone #
Address:	Email
City, State, Zip	Description of services
Contractor Lic. #	Estimated Start Date:
DIR Registration #	Estimated Completion Date
Contract \$ Value	LBE/ EBE/ DBE
<i>Add additional pages if necessary.</i>	

City of Sacramento  
PW-300 Form

SUBCONTRACTORSLIST

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

City of Sacramento

PW-300 Form

Add additional pages if necessary.

**SUPPLIERS LIST**

Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
<b>SUPPLIER</b>	

Add additional pages if necessary.

I have completed the documentation accurately and to the best of my knowledge.  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

# 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 Subcontracting, List your prime/general Contractor \_\_\_\_\_  
Contract Award Amount \_\_\_\_\_

The Federal AND State Labor LAW requirements Applicable to the Contract Are Composed OF, But Not Limited to, the Following:

## Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, [www.dir.ca.gov/dlsr/statistics\\_research.html](http://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

## Statement of Employer Payments "Fringe Benefit Statement"

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the below contract, the hourly rates for fringe benefits, payment made for employees on the various classes of work are tabulated below. If you use other plans not listed above, you may use the next page to provide this additional information. If the contributions are paid to the employee in cash please list the hourly amount in the corresponding category. Training Fund Contributions can never be paid to the employee directly.

Date \_\_\_\_\_ In Reply, Refer to Case No.: \_\_\_\_\_  
 Prime: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_  
 PROJECTNAME: \_\_\_\_\_  
 PROJECT CONTRACT NO.: \_\_\_\_\_ County/location: \_\_\_\_\_

### HEALTH AND WELFARE

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_  
 ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

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

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

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

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

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

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

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

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR Address, City, State, Zip \_\_\_\_\_

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

**OTHER**

NAME OF PLAN \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

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

## How to Fill out the DAS 140 Correctly:

Process:

If the **total dollar value of a project** exceeds \$30,000, apprentice must be requested. The DAS-140 form is to be forwarded directly to an apprenticeship committee of the contractor's choice, and a copy with verification of proof of submission uploaded into SDCRAA Labor Compliance Departments electronic system; LCP Tracker.

Submit the contract award information in writing to **each** of the apprenticeship program sponsors *in the locality* of your public works project within **10 days** of the prime execution of the contract or subcontract, **but in no event later than the first day in which the contractor has workers employed on the project.**

The DAS140 is simply a "notification of award" and is not automatically a request for dispatch of a registered apprentice.

State regulations state a contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. ***Please follow up with the selected apprenticeship committee to confirm 'Apprentice' to 'Journeyman' ratio, as ratios do vary from trade to trade.***

All contractors must request 'dispatch of an apprentice' from an apprenticeship program (for each apprentice-able craft or trade) by giving the program notice of a minimum of 72 hours (business days only) before the date on which apprentices are required. Contractors who are not already participating in an approved program and who did not receive a sufficient number of apprentices from their initial request, must dispatch apprentices from all other apprenticeship committees within the locality, if more than one exists in the area of the public works project.

### What are the differences between box 1, 2, and 3 at the bottom of the DAS 140?

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

### SELECTING BOXES:

1. Contractor has a signed "**Agreement to Train Apprentice**" with an affiliated (state certified) apprenticeship committee, the contractor has apprentices **on staff** and has the ability to train apprentices.
  - a. **Must provide a copy of the DAS7 agreement for verification OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.**
2. Contractor is not currently affiliated with a state approved program, is selecting a committee, and requesting apprentice; will be abiding by **committee's** standards.
3. Contractor will contact a committee and request an apprentice, but is not obligating to maintain affiliation w/any-one committee; additionally contractor will not commit to selected program committee standards but will follow **state standards** (most commonly used for out-of-state contractors).
  - a. Per the DAS, this is not the preferred selection; however the State **is not requiring** a contractor to join a program, just ensuring that apprentices are utilized on Public Work Projects.

## PUBLIC WORKS CONTRACT AWARD INFORMATION

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

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

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 AWARING 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**

# AGREEMENT TO TRAIN APPRENTICE

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 \_\_\_\_\_

**Effective until:**

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

**Accepted:**  
**DIVISION OF APPRENTICESHIP STANDARDS**

**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)			Other 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
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><b>A. Gender</b></p> <p><input type="checkbox"/> Male <span style="margin-left: 200px;"><input type="checkbox"/> Female</span></p> <p><small>(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215)</small></p> <p><b>B. Ethnic or Race Derivation (Check only one)</b></p> <p>1 <input type="checkbox"/> <b>WHITE (Not of Hispanic Origin)</b> -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.</p> <p>2 <input type="checkbox"/> <b>BLACK (Not of Hispanic Origin)</b> -- A person having origins in any of the Black racial groups of Africa.</p> <p><b>ASIAN OR PACIFIC ISLANDER</b> -- 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> <table style="width: 100%; border: none;"> <tr><td>A <input type="checkbox"/></td><td>Asian</td><td>Asian Indian</td></tr> <tr><td>B <input type="checkbox"/></td><td>Asian</td><td>Bangladeshi</td></tr> <tr><td>C <input type="checkbox"/></td><td>Asian</td><td>Chinese</td></tr> <tr><td>D <input type="checkbox"/></td><td>Asian</td><td>Cambodian</td></tr> <tr><td>6 <input type="checkbox"/></td><td>Asian</td><td>Filipino</td></tr> <tr><td>E <input type="checkbox"/></td><td>Asian</td><td>Hmong</td></tr> <tr><td>I <input type="checkbox"/></td><td>Asian</td><td>Indonesian</td></tr> <tr><td>J <input type="checkbox"/></td><td>Asian</td><td>Japanese</td></tr> <tr><td>K <input type="checkbox"/></td><td>Asian</td><td>Korean</td></tr> <tr><td>L <input type="checkbox"/></td><td>Asian</td><td>Laotian</td></tr> <tr><td>M <input type="checkbox"/></td><td>Asian</td><td>Malaysian</td></tr> <tr><td>P <input type="checkbox"/></td><td>Asian</td><td>Pakistani</td></tr> <tr><td>R <input type="checkbox"/></td><td>Asian</td><td>Sri Lankan</td></tr> <tr><td>T <input type="checkbox"/></td><td>Asian</td><td>Taiwanese</td></tr> <tr><td>U <input type="checkbox"/></td><td>Asian</td><td>Thai</td></tr> <tr><td>V <input type="checkbox"/></td><td>Asian</td><td>Vietnamese</td></tr> <tr><td>F <input type="checkbox"/></td><td>Native Hawaiian</td><td>Fijian</td></tr> <tr><td>G <input type="checkbox"/></td><td>Native Hawaiian</td><td>Guamanian</td></tr> <tr><td>H <input type="checkbox"/></td><td>Native Hawaiian</td><td>Hawaiian</td></tr> <tr><td>S <input type="checkbox"/></td><td>Native Hawaiian</td><td>Samoaan</td></tr> <tr><td>W <input type="checkbox"/></td><td>Native Hawaiian</td><td>Tongan</td></tr> </table> <p>4 <input type="checkbox"/> <b>AMERICAN INDIAN OR ALASKAN NATIVE</b> -- 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"/> <b>HISPANIC</b> -- 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>	A <input type="checkbox"/>	Asian	Asian Indian	B <input type="checkbox"/>	Asian	Bangladeshi	C <input type="checkbox"/>	Asian	Chinese	D <input type="checkbox"/>	Asian	Cambodian	6 <input type="checkbox"/>	Asian	Filipino	E <input type="checkbox"/>	Asian	Hmong	I <input type="checkbox"/>	Asian	Indonesian	J <input type="checkbox"/>	Asian	Japanese	K <input type="checkbox"/>	Asian	Korean	L <input type="checkbox"/>	Asian	Laotian	M <input type="checkbox"/>	Asian	Malaysian	P <input type="checkbox"/>	Asian	Pakistani	R <input type="checkbox"/>	Asian	Sri Lankan	T <input type="checkbox"/>	Asian	Taiwanese	U <input type="checkbox"/>	Asian	Thai	V <input type="checkbox"/>	Asian	Vietnamese	F <input type="checkbox"/>	Native Hawaiian	Fijian	G <input type="checkbox"/>	Native Hawaiian	Guamanian	H <input type="checkbox"/>	Native Hawaiian	Hawaiian	S <input type="checkbox"/>	Native Hawaiian	Samoaan	W <input type="checkbox"/>	Native Hawaiian	Tongan	<p><b>C. Number of Dependents (Do not count yourself)</b></p> <table style="width: 100%; border: none;"> <tr><td>0 <input type="checkbox"/></td><td>None</td><td>4 <input type="checkbox"/></td><td>Four</td></tr> <tr><td>1 <input type="checkbox"/></td><td>One</td><td>5 <input type="checkbox"/></td><td>Five</td></tr> <tr><td>2 <input type="checkbox"/></td><td>Two</td><td>6 <input type="checkbox"/></td><td>Six or More</td></tr> <tr><td>3 <input type="checkbox"/></td><td>Three</td><td></td><td></td></tr> </table> <p><small>(Voluntary)</small></p> <p><b>D. Highest Year of Education Completed</b></p> <table style="width: 100%; border: none;"> <tr><td>1 <input type="checkbox"/></td><td>8th Grade or less</td><td>6 <input type="checkbox"/></td><td>1 Year of College</td></tr> <tr><td>2 <input type="checkbox"/></td><td>9th Grade</td><td>7 <input type="checkbox"/></td><td>2 Years of College</td></tr> <tr><td>3 <input type="checkbox"/></td><td>10th Grade</td><td>8 <input type="checkbox"/></td><td>3 Years of College</td></tr> <tr><td>4 <input type="checkbox"/></td><td>11th Grade</td><td>9 <input type="checkbox"/></td><td>4 or more Years of College</td></tr> <tr><td>5 <input type="checkbox"/></td><td>12th Grade (or GED Certificate)</td><td></td><td></td></tr> </table> <p><small>(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)</small></p> <p><b>E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)</b></p> <table style="width: 100%; border: none;"> <tr><td>0 <input type="checkbox"/></td><td>None</td></tr> <tr><td>1 <input type="checkbox"/></td><td>Less Than 1 Year</td></tr> <tr><td>2 <input type="checkbox"/></td><td>1 But Less Than 2 Years</td></tr> <tr><td>3 <input type="checkbox"/></td><td>2 But Less Than 3 Years</td></tr> <tr><td>4 <input type="checkbox"/></td><td>3 But Less Than 4 Years</td></tr> <tr><td>5 <input type="checkbox"/></td><td>4 But Less Than 5 Years</td></tr> <tr><td>6 <input type="checkbox"/></td><td>5 Years or More</td></tr> </table> <p><small>(Voluntary)</small></p> <p><b>F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?</b></p> <p><input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span></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>Apprentice's Signature _____</p>	0 <input type="checkbox"/>	None	4 <input type="checkbox"/>	Four	1 <input type="checkbox"/>	One	5 <input type="checkbox"/>	Five	2 <input type="checkbox"/>	Two	6 <input type="checkbox"/>	Six or More	3 <input type="checkbox"/>	Three			1 <input type="checkbox"/>	8th Grade or less	6 <input type="checkbox"/>	1 Year of College	2 <input type="checkbox"/>	9th Grade	7 <input type="checkbox"/>	2 Years of College	3 <input type="checkbox"/>	10th Grade	8 <input type="checkbox"/>	3 Years of College	4 <input type="checkbox"/>	11th Grade	9 <input type="checkbox"/>	4 or more Years of College	5 <input type="checkbox"/>	12th Grade (or GED Certificate)			0 <input type="checkbox"/>	None	1 <input type="checkbox"/>	Less Than 1 Year	2 <input type="checkbox"/>	1 But Less Than 2 Years	3 <input type="checkbox"/>	2 But Less Than 3 Years	4 <input type="checkbox"/>	3 But Less Than 4 Years	5 <input type="checkbox"/>	4 But Less Than 5 Years	6 <input type="checkbox"/>	5 Years or More
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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/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date: \_\_\_\_\_

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

License No. \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Project Information:

Contract No. \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Project: \_\_\_\_\_

Address: \_\_\_\_\_

Dispatch Request Information:

Number of Apprentice(s) Needed: \_\_\_\_\_ Craft or Trade: \_\_\_\_\_

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

Name of Person to Report to: \_\_\_\_\_

Address to Report to: \_\_\_\_\_

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

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

*DAS 142 (Revised 04/14)*



## **Documents Required During the Life of the Construction Project**

### **1. CAC-2- Training Fund Contribution Form:**

- a) All Contractors must submit a CAC-2 Form monthly for the prior month's hours.
- b) This form is now available to be filled out on the DIR website. The previous CAC- 2 form is to be disregarded. CAC-2 forms must be done electronically. The link is as 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. The address is as follows:

**State of California  
Department of Industrial Relations  
California Apprenticeship Council  
P.O. Box 511283  
Los Angeles, CA 90051-7838**

- c) If applicable and fringes are paid directly to an approved JATC or Union Shop please state so and fill out on the Training Fund Contribution Union Contractor form that is provided and available to be downloaded on LCPtracker. Filled out forms are uploaded into LCPtracker.net under the e-Documents tab.

### **2. Training Fund Contribution Letter Form:**

- a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month's hours.
- b) If applicable and fringes are paid directly to an approved Union Shop please submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
- c) If you can't provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a **cancelled** check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: <http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html>. This may also be submitted in lieu of the Training Fund Contribution Letter.

**3. Certified Payroll Reports CPR's and/or Non-Performance Reports:**

- a) To be submitted by all Contractors working on the project to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
- b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at [www.lcptracker.net](http://www.lcptracker.net). If you don't already have a user name and password for this website please contact your labor compliance officer with the City of Sacramento to be set up.
- c) The Electronic Certified Payroll Records for Contractors can be found at the following link: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>
- d) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite "craft" labor. This may mean you have weeks in between work on a particular job. NPR's will need to be submitted for that timeframe.

**4. Apprenticeship Certification and/or Apprentice Agreement:**

- a) The first time an apprentice is listed on a certified payroll report an "Apprenticeship Certification" or Apprentice Agreement (DAS-1 form) must be submitted for each apprentice utilized.
- b) Please upload the Apprenticeship Certification or DAS-1 form in the e-Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

**5. Miscellaneous Documents:**

- a) Authorization for Deductions:
  - i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
- b) Receipt for Payment of Back Wages:
  - i. For use when wage errors require supplemental wage payment (s).

**FORMS REQUIRED DURING  
THE LIFE OF THE  
CONSTRUCTION PROJECT**



## Electronic Certified Payroll Records - Contractors

Welcome to the new online CMU Payroll Records Application.

- First time users will need to setup their account using the "First Time User button".
- You will need your Contractor ID (CSLB# or Professional #) to create an account.

The PWC 100 is an online notification system that requires public agencies to submit detailed public works project information (Awards) to the Department of Industrial Relations (DIR). Once the Award is in the system, Contractors will need to report their Certified Payroll Records.

Contractors will be able to upload Certified Payroll Records (CPRs) and Statements of Employer Payments (PW 26) through the eCPR application using PDF format. Prime contractors will be able to add their subcontractors to an Award so that subcontractors can upload their CPRs using the eCPR application. In order to upload CPRs and other payroll documents, contractors must be associated with one or more Awards.

If you have any questions, please contact CMU at [PWC100@dir.ca.gov](mailto:PWC100@dir.ca.gov)

**Sign In**

Email Address:

Password:

Remember me on this computer

To create an account please select the First Time User button above.

<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>



State of California  
**Department of Industrial Relations**

CA.gov | Top Link | Top Link | Top Link | Top Link

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[Home](#)
[Labor Law](#)
[Cal/OSHA - Safety & Health](#)
[Workers' Comp](#)
[Self Insurance](#)
[Apprenticeship](#)
[Director's Office](#)
[Boards](#)

This Site California

## ▶ 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:	* License Number:	* Period Start:	If applicable, give name of school, hospital, building, etc.
* Address:	* Contract/Project Number	* Period End: (MM/DD/YYYY)	Comments:
* City:			
* State:			
* ZIP:			

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

**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)	Select a county	Select an occupation		\$	\$ 0.00
2)	Select a county	Select an occupation		\$	\$ 0.00
3)	Select a county	Select an occupation		\$	\$ 0.00
4)	Select a county	Select an occupation		\$	\$ 0.00

DASCAC Training Fund Contributions

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



Copyright © 2014 State of California

The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCP tracker. This form can be retrieved at: <https://www.dir.ca.gov/das/tf/cac2.asp>. You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Department of Industrial Relations, California Apprenticeship Council, and P.O. Box 511283, Los Angeles, CA 90051-7838

Please use a separate form for each jobsite, listing the occupations for the jobsite and dollar amount paid for each classification. Once checks have been sent to the appropriate JATC please upload this form to LCPTracker under the e-Documents tab. A letter from the specific JATC or Union specifying that the required Training fund contributions and Fringe Benefits were paid will be accepted as proof of payment.

**TRAINING FUND CONTRIBUTIONS  
VERIFICATION FORM UNION CONTRACTORS**

**\*\*Training Fund Contributions are due on the 15<sup>th</sup> of each month\*\***  
**PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.**

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
TOTAL				
IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED				
TYPE OR PRINT YOUR NAME AND TITLE			DATE	
EMAIL			AREA CODE & TELEPHONE NUMBER	

**AUTHORIZATION FOR PAYROLL DEDUCTION**

**Project Name:**  
**Project Number:**  
**Employee Name:**

- 1) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 2) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 3) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 4) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 5) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:
  
- 6) Reason for Deduction:  
Percentage/Amount of Deduction: %                      **OR \$\$**                      Start Date  
Frequency of Deduction:  
Termination Date:

*Use additional copies of this form if necessary.*

---

I authorize (Employer):  
to process the deductions from my payroll as noted above.

Employee Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

- Instructions:**
- 1) Submit into LCPtracker
  - 2) Keep signed originals

**Contractors Certificate of Completion - Form 264**

To be completed by the Prime Contractor at time of completion.

<b>Project Name &amp; Number</b>	
<b>Contractor Name</b>	

I, \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_  
 \_\_\_\_\_ (Company Name), declare under penalty of perjury that:

I know of my personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the City, shall operate as a bar to claim against the Contractor under the terms of the guarantee provision of the contract documents.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

Checklist of Documents Required for Labor Compliance on LCPtracker.net

- ✓ **PW300** - This is due within 10 days of person meeting and needs to be uploaded. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report and must be signed.
- ✓ **Checklist of Labor Law Requirements** - prime due this on or before person meeting, subs need to have this finished within 10 days of person meeting. All boxes must be checked and it must be signed.
- ✓ **Fringe Benefit Statement** - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.
- ✓ **DAS140** - due prior to commencing work on a project (one for each determination)
- ✓ **DAS142** - due 72 hours prior to the report date on a project (one for each determination)
- ✓ **CAC2** - due monthly- one for each determination (due on the 15th day of the month for work performed during the preceding month) If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.
- ✓ **Training Fund Contribution Confirmation Letter** - this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.
- ✓ **CPR's**- Certified payroll is due within 10 days of pay period end date

**LCPtracker.net phone support is available at (714) 669-0052 Option 4;** if they do not pick up please leave a message and they will get back to you. All calls are logged in with a date and time, but if you don't leave a message you will not get a phone call back. **E-mail support is available at [support@lcptracker.com](mailto: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](mailto:support@lcptracker.com)

## THINGSTOREMEMBER:

Labor Compliance Forms due Prior to Work Beginning (Prime and all Sub Tier Contractors)

- 1) **Authorized Letter for Signing Certified Payroll** (Original signature required)
- 2) **List of Trades and/or Crafts**
- 3) **PW-300- List of all sub-contractors and suppliers.** (This must be updated if changes occur and **all contractors** listed must have a **DIR registration number** prior to commencing work on the project.
- 4) **Checklist of Labor Law Requirements-** (All boxes checked and signed)
- 5) **Public Works Contract Award Information (DAS 140)** (With verified proof of service)
- 6) **Request for Dispatch of an Apprentice (DAS 142)** (With verified proof of service)
- 7) **Fringe Benefit Statement Form-**(For Each Determination)  
(Due before first Certified Payroll and then only when a change occurs)
- 8) **Authorization for Payroll Deduction** (Original signature required)  
(Deductions other than standard deductions must be authorized by the employee)

Labor Compliance Forms Due Weekly:

- **Certified Payroll Form** (LCP Tracker Electronic Payroll and upload of payroll to DIR website)
  - **Statement of Compliance** (LCP Tracker Electronic Payroll)
  - **Statement of Non-Performance** (Due when work is not performed once on job- site)
- ✓ Work over 8 hours in a day or 40 hours in a week must be paid at the overtime rate. Refer to wage determination that is provided by the DIR for the applicable rate.
- ✓ Certified payroll records must be numbered **consecutively**, starting with the first week work is physically performed on site
- ✓ Last certified payroll must be marked "FINAL".

**Training Fund Contribution forms** are due **monthly** beginning immediately after work has been performed on site.



### Single Asterisk (\*):

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.



### Double Asterisks (\*\*):

The rate to be paid for work performed after this date has been determined. If work will extend past this date the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703- 4774.



### Employee Interviews on job site:

Interviews are done to obtain information to verify correct wages are being recorded on the certified payrolls for the given craft/classification and to ensure contract compliance.