CITY COUNCIL

Kevin Johnson, Mayor
Angelique Ashby, Mayor Pro Tem, District 1
Allen Warren, Vice Mayor, District 2
Jeff Harris, District 3
Steve Hansen, District 4
Jay Schenirer, District 5
Eric Guerra, District 6
Rick Jennings, II, District 7
Larry Carr, District 8

CHARTER OFFICERS

James Sanchez, City Attorney
Shirley Concolino, City Clerk
John F. Shirey, City Manager
Russ Fehr, City Treasurer

City of SACRAMENTO

Agenda

City Council
Financing Authority
Housing Authority
Public Financing Authority
Redevelopment Agency
Successor Agency

City Hall-Council Chamber
915 I Street, 1st Floor
Published by the Office of the City Clerk
(916) 808-5163

Tuesday, October 27, 2015
6:00 p.m.

NOTICE TO THE PUBLIC

You are welcomed and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select 3-5 speakers to represent the opinion of the group. **Speaker slips are available on the City's Website and located in racks inside the chamber and should be completed and submitted to the Assistant City Clerk.**

Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. The City posts meeting agendas on the City website, at City Hall as well as offsite meeting locations. The order and estimated time for agenda items are listed for reference and may be taken in any order deemed appropriate by the legislative body.

The agenda provides a general description and staff recommendation; however, the legislative bodies may take action other than what is recommended. Full staff reports are available for public review on the City's website and include all attachments and exhibits. "To Be Delivered" and "Supplemental" reports will be published as they are received. All meeting materials are also available at the meeting for public review. Contracts subject to the 10-day review period, as required by the Council Rules of Procedure, can be found on the City's website at: http://portal.cityofsacramento.org/Clerk/Contract-Posting

City Council meetings are broadcast live on Metrocable, Channel 14, AT&T Broadband Cable System and rebroadcast on the Saturday following the date of the meeting. Live video streams and indexed archives of meetings are available via the internet. Visit the City's official website at http://sacramento.granicus.com/ViewPublisher.php?view_id=21 .

Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Office of the City Clerk at (916) 808-7200 at least 48 hours prior to the meeting.

Notice to Lobbyists: When addressing the legislative bodies you must identify yourself as a lobbyist and announce the client/business/organization you are representing *(City Code 2.15.160).*

General Conduct for the Public Attending Council Meetings

- Members of the public attending City Council meetings shall observe the same rules and decorum applicable to the Members and staff as noted in Chapters 3 and 4 of Council Rules of Procedure.
- Stamping of feet, whistles, yells or shouting, physically threatening conduct, and/or similar demonstrations are unacceptable public behavior and will be prohibited by the Sergeant-at-Arms.
- Lobbyists must identify themselves and the client(s), business or organization they represent before speaking to the Council.
- Members of the public wishing to provide documents to the Council shall comply with Rule 7 D of the Council Rules of Procedure.

Members of the Public Addressing the City Council

Purpose of Public Comment. The City provides opportunities for the public to address the Council as a whole in order to listen to the public's opinions regarding non-agendized matters within the subject matter jurisdiction of the City during Regular meetings and regarding items on the Agenda at all other meetings.

- Public comments should not be addressed to individual Members nor to City officials, but rather to the City Council as a whole regarding City business.
- While the public may speak their opinions on City business, personal attacks on Members and City officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the Council.
- Consistent with the Brown Act, the public comment periods on the Agenda are not intended to be "Question and Answer" periods or conversations with the Council and City officials. The limited circumstances under which Members may respond to public comments are set out in Rule 8 D 2 of the Council Rules of Procedure.
- Members of the public with questions concerning Consent Calendar items may contact the staff person or the Council Member whose district is identified on the report prior to the meeting to reduce the need for discussion of Consent Calendar items and to better respond to the public's questions.

Speaker Time Limits. In the interest of facilitating the Council's conduct of the business of the City, the following time limits apply to members of the public (speakers) who wish to address the Council during the meeting.

- **Matters not on the Agenda.** Two (2) minutes per speaker.
- **Consent Calendar Items**. The Consent Calendar is considered a single item, and speakers are therefore subject to the two (2) minute time limit for the entire Consent Calendar. Consent Calendar items can be pulled at a Council member's request. Such pulled Consent Calendar items will be considered individually and up to two (2) minutes of public comment per speaker on those items will be permitted.
- **Discussion Calendar Items.** Two (2) minutes per speaker.

Time Limits per Meeting In addition to the above time limits per item, the total amount of time any one individual may address the Council at any meeting is eight (8) minutes.

- Each speaker shall limit his/her remarks to the specified time allotment.
- The Presiding Officer shall consistently utilize the timing system which provides speakers with notice of their remaining time to complete their comments. A countdown display of the allotted time will appear and will flash red at the end of the allotted time.
- In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group but with no increase in time.
- Speakers shall not concede any part of their allotted time to another speaker.
- The Presiding Officer may further limit the time allotted for public comments per speaker or in total for the orderly conduct of the meeting and such limits shall be fairly applied.

AGENDA

Tuesday, October 27, 2015

6:00 p.m.

City Hall – 915 I Street- First Floor Council Chamber

All items listed are heard and acted upon by the Sacramento City Council unless otherwise noted.

Open Session - 6:00 p.m.

Roll Call

Pledge of Allegiance

Closed Session Report

Consent Calendar Estimated Time: 5 minutes

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

1. **Notification of Vacancy and Election for One Seat on the Retirement Hearing Commission**
   Report # 2015-00863
   Location: Citywide
   Recommendation: Receive and file.
   Contact: Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7506, Office of the City Clerk

2. **(City Council/Financing Authority/Housing Authority/Public Financing Authority/Redevelopment Agency Successor Agency) 2016 Meeting Schedules for City Council, Financing Authority, Housing Authority, Public Financing Authority and Redevelopment Agency Successor Agency**
   Report # 2015-00881
   Location: Citywide
   Recommendation: Pass a 1) **City Council Resolution**; 2) **Financing Authority Resolution**; 3) **Housing Authority Resolution**; 4) **Public Financing Authority Resolution**; and 5) **Redevelopment Agency Successor Agency Resolution** approving the 2016 meeting schedules and designating four weeks when meetings will not be held.
   Contact: Shirley Concolino, MMC, City Clerk, (916) 808-5442, Office of the City Clerk

3. **Ordinance Adding Section 1.04.110 of the Sacramento City Code to Include Electronic Records and Signatures** (Passed for Publication 10/20/2015; Published 10/23/2015)
Report # 2015-00911
Location: Citywide
Recommendation: Pass an **Ordinance** adding Section 1.04.110 of the Sacramento City Code to Include Electronic Records and Signatures.
Contact: Shirley Concolino, MMC, City Clerk, (916) 808-5442, Office of the City Clerk

4. **Approval of City and County Memorandum of Understanding Regarding Election Services**
Report # 2015-00929
Location: Citywide
Recommendation: Pass a Motion 1) approving the Memorandum of Understanding regarding election services between the City of Sacramento and the County of Sacramento Registrar of Voters; and 2) cancelling and replacing all prior agreements.
Contact: Shirley Concolino, MMC, City Clerk, (916) 808-5442, Office of the City Clerk

5. **Extension of Agreement with Sacramento Theatrical Lighting for Technical Stagecraft Services**
Report # 2015-00902
Location: 1400 J Street, District 4
Recommendation: Pass a Motion 1) authorizing the City Manager, or his designee, to execute a contract supplement (Exhibit A) to the existing non-professional services agreement with Sacramento Theatrical Lighting, LTD ("STL"), extending the agreement through June 30, 2017, with a not-to-exceed amount of $250,000 per fiscal year, subject to funding availability in the budget approved for applicable fiscal year; and 2) ratifying purchases made to STL in the amount of approximately $35,000 since the agreement expired on June 30, 2015.
Contact: Russ Haynes, Administrative Officer, (916) 808-7360; Jody Ulich, Director, (916) 808-8225, Convention & Cultural Services

6. **SMUD Undergrounding Priority List** (Continued from 10/20/2015)
Report # 2015-00868
Location: Citywide
Recommendation: Pass a **Resolution** approving the Amended and Restated Selection Criteria and Priority List for the SMUD System Enhancement Undergrounding Program.
Contact: Rachel Hazlewood, Senior Project Manager, (916) 808-8645, Economic Development Department

7. Lease Agreement: Third Amendment to Lease with Gateway Community Charters for a Portion of George Sim Community Center

Report # 2015-00932

Location: 6207 Logan Street, District 6

Recommendation: Pass a **Resolution**: 1) determining that, pursuant to City Code Section 3.268.110, the leasing of portions of George Sim Community Center without bidding is in the best interest of the City; 2) authorizing the City Manager or the City Manager's designee to execute a third amendment with Gateway Community Charter School, part of the Twin Rivers School District, to an existing lease to extend the term from July 1, 2015 to June 30, 2017; and 3) authorizing the City Manager or the City Manager's designee to execute such additional documents and to take such additional actions necessary to implement the lease agreement for the property.

Contact: Sylvia Fort, Recreation Manager, (916) 808-8381; Lori Harder, Support Services Manager, (916) 808-5172, Department of Parks and Recreation

8. Agreement: Fiscal Year 2015-16 Regional Crime Information Sharing Program

Report # 2015-00934

Location: Citywide

Recommendation: Pass a **Resolution** authorizing the City Manager, or the City Manager's designee, to: 1) enter into a Memorandum of Understanding between the Sacramento County Sheriff's Department, the Sacramento Police Department, the Sacramento County Probation Department, and the following agencies: Citrus Heights Police Department, Elk Grove Police Department, Folsom Police Department, Galt Police Department and the Rancho Cordova Police Department to support the Sacramento Regional Crime Information Sharing Program (RCISP) in an amount not to exceed $150,213, from July 01, 2015, through June 30, 2016; 2) establish an externally funded project (E11006600) for the RCISP; and 3) adjust the necessary project expense and revenue budgets in an amount not to exceed $150,213.

Contact: Justin Eklund, Police Captain, Office of the Chief, (916) 808-0800; Ethan Hanson, Police Sergeant, Crime Analysis Unit, (916) 808-0509, Police Department

9. Grant: Fiscal Year 2015 COPS Hiring Program (CHP)

Report # 2015-00935

Location: Citywide

Recommendation: Pass a **Resolution** authorizing the City Manager, or the City Manager's designee to: 1) accept grant funding in the amount of $1.875 million from the United States Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) for the Fiscal Year (FY) 2015 COPS Hiring Program (CHP) grant; 2) establish an operating grant project for the CHP grant (G11014400); 3) adjust revenue and expenditure budgets in the CHP grant project by $1.875 million; 4) increase the Police Department's authorized staffing by 15 Full Time Equivalent (FTE) police officer positions; and 5) evaluate options to fulfill the match and retention requirements, and present those options to the City Council for consideration as part of the FY2016/17 budget development process.

Contact: Scott Pettingell, Police Administrative Manager, (916) 808-0909, Police Department

10. Grant: Fiscal Year 2015 Body-Worn Camera Pilot Implementation Program
Report # 2015-00941
Location: Citywide
Recommendation: Pass a **Resolution** authorizing the City Manager, or the City Manager's designee, to: 1) accept $599,756 in grant funding from the United States Department of Justice, Bureau of Justice Assistance (BJA) for the Fiscal Year 2015 Body-Worn Camera Pilot Implementation Program (BWC PIP) grant with a 24-month program period of October 1, 2015 through September 30, 2017; 2) establish an operating grant project (G11014500) for the BWC PIP; 3) adjust the necessary revenue and expense budgets in the BWC PIP grant project (G11014500) by $599,756; 4) adjust necessary grant (G11014500) and Police Department expense budgets to reflect in-kind match requirements throughout the grant period; 5) increase Police Department staffing by two Information Technology Support Specialist Full Time Equivalent (FTE) positions; 6) evaluate options for body camera solutions and cash match funding requirements, and present those options to the City Council for consideration; and 7) evaluate ongoing funding options to continue the BWC program upon conclusion of the grant and present those options to the City Council for consideration.
Contact: Kevin Gardner, Police Captain, Metro Division, (916) 808-0701; Justin Risley, Police Lieutenant, Metro Division, (916) 808-6140, Police Department

11. Ordinance Amending Chapter 5.154 of the City Code Relating to the Reduction of Single-Use Plastic and Paper Bags (Passed for Publication 10/20/15; Published 10/23/15)
Report # 2015-00837
Location: Citywide
Recommendation: Pass an **Ordinance** amending Chapter 5.154 of the City Code relating to the reduction of single-use plastic and paper bags.
Contact: Erin Treadwell, Program Manager, (916) 808-4934, Department of Public Works

12. Transfer of Funds to the Mack Road and Summersdale Drive Traffic Signal Project (T15144300)
Report # 2015-00887
Location: District 8
Recommendation: Pass a **Resolution** transferring $162,000 (Fund 2025) from the FY2016 Traffic Signal Project (T15164300) to the Mack Road and Summersdale Drive Traffic Signal Project (T15144300).
Contact: Cecilyn Foote, Associate Civil Engineer (916) 808-6843; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

13. Contract: Vinci Avenue Bridge and Roadway Improvements Project (T15125500)
Report # 2015-00895
Location: District 2
Recommendation: Pass a **Resolution**: 1) approving the Plans and Specifications for the Vinci Avenue Bridge and Roadway Improvements Project (T15125500); 2) transferring $235,208 (Fund 2001) from the Major Street Improvement Project (T15148000) to the Vinci Avenue Bridge and Roadway Improvements Project (T15125500); 3) transferring $73,111 (Fund 2001) from the Major Street Improvement Project (T15158000) to the Vinci Avenue Bridge and Roadway Improvements Project (T15125500); and 4) awarding a construction contract to All American Construction Inc. for an amount not to exceed $258,635.
Contact: Philip Vulliet, Associate Civil Engineer, (916) 808-5092; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

14. Contract: Purchase of Traffic Signal Cabinets
Report # 2015-00901
Location: Citywide
Recommendation: Pass a Motion 1) awarding a one-year contract with two one-year renewal options to McCain Inc. for a total not to exceed amount of $483,503; and 2) authorizing the City Manager to execute the contract with McCain Inc. and up to two one-year renewal options.
Contact: Brad Stevenson, Operations General Supervisor, (916) 808-6635; Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

15. Contract: Soundwall and Pedestrian Bridge Maintenance
Report # 2015-00905
Location: Citywide
Recommendation: Pass a Motion awarding a one-year non-professional services agreement to provide landscape maintenance for pedestrian bridges and transportation corridor soundwalls to Roush Landscape Services for an amount not to exceed $43,360 and options to extend the agreement up to two additional years, with the total amount of the agreement, including the optional extensions, not to exceed $136,080.
Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

16. Contract: Northborough Streetscapes Maintenance Services
Report # 2015-00906
Location: District 1
Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Northborough Streetscapes to Valley Landscapes for an amount not to exceed $57,050 and options to extend the agreement an additional one-year period, with the total amount of the agreement, including the optional extension, not to exceed $114,100.
Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

17. Contract: Freeport Streetscapes Maintenance Services
Report # 2015-00908
Location: Districts 4 and 5
Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Freeport Streetscapes to Roush Landscape Services for an amount not to exceed $54,200 and option to extend the agreement for an additional one-year period, with the total amount of the agreement, including the optional extension, not to exceed $108,400.
Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

18. Cooperative Purchase Agreement: Wheel Loader Leases
Report # 2015-00910
Location: Citywide
Recommendation: Pass a Motion: 1) approving the use of the National Joint Powers Alliance (NJPA) cooperative purchase agreement with John Deere Construction Retail Sales (Contract No. 032515-JDC) in association with a three-year lease agreement for two wheel loaders needed by the Department of Utilities; 2) approving a three-year lease agreement with John Deere Financial for two wheel loaders in an amount not to exceed $159,840 for the three-year term; and 3) authorizing the City Manager or the City Manager's designee to execute the lease agreement specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.
Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

19. Agreement: Program Management Services for Accelerated Meter Program
Report # 2015-00878
Location: Citywide
Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement with Carollo Engineers, Inc. for Program Management Services for the Accelerated Water Meter Program for an amount not-to-exceed $996,269.
Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, (916) 808-1438, Department of Utilities

20. Donation of Surplus Fire Hydrant to Happy Tails Pet Sanctuary
Report # 2015-00923
Location: Citywide
Recommendation: Pass a **Resolution** authorizing the donation of a surplus fire hydrant to Happy Tails Pet Sanctuary for its Silent Auction.
Contact: Michael Malone, Operations Manager, (916) 808-6226; Craig Robinson, O&M Superintendent, (916) 808-7334, Department of Utilities

21. **(City Council/Housing Authority) Approval of the 2016 One Year Action Plan for the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) Funded projects and programs; Amendment of prior year action plans; Amendment of the Sacramento Housing and Redevelopment Agency Budget; and Related Actions and Findings**
Report # 2015-00849
Location: Citywide
Recommendation: Pass 1) a **City Council Resolution** a) adopting amendments to prior One Year Action plans, b) adopting the 2016 One Year Action Plan to allocate CDBG, HOME, ESG and HOPWA funds, c) authorizing SHRA to amend its budget to accept the funds for programs and projects and amend the capital reserve budgets if the HUD grant award is less than or greater than anticipated, d) authorizing SHRA to amend its budget to allocate NSP proceeds to the PRE program, e) authorizing SHRA to act as agent on behalf of the City to submit the amendment of prior One Year Action Plans and the 2016 One Year Action Plan and to execute the grant agreement with HUD and subsequent agreements with entities to carry out projects and programs f) authorizing amending the Citizen Participation Plan, g) adopting SHRA's 2016 Multi family lending application schedule, h) declaring the 521 T street property as surplus and nonessential to the HOPWA program, i) authorizing the City Manager to execute agreements with SHRA to carry out activities in the action plan, j) authorizing SHRA to issue a CDBG NOFA and to execute related contracts, k) authorizing SHRA to make budget adjustments and to execute related documents to carry out activities described in the action plan, l) authorizing SHRA to solicit competitive bids and award contracts for environmental, remediation and legal consulting services related to projects outlined in the Action Plan, and m) authorizing SHRA to transfer $179,522 of City HOME single family rehabilitation RLF to the City HOME Multi- Family program and to amend the budget accordingly; 2) a **City Council Resolution** authorizing SHRA to transfer $94,000 in Supplemental Annual administrative fees to the Meals on Wheels program; and 3) a **Housing Authority Resolution** authorizing SHRA to accept $100,000 for a Car Sharing Grant, execute agreements and amend its budget accordingly.
Contact: Geoffrey Ross, Program Manager, (916) 440-1393, Sacramento Housing and Redevelopment Agency

Discussion Calendar

Discussion calendar items include an oral presentation including those recommending “receive and file”.

22. **Utilities Water, Wastewater and Storm Drainage Financial Plan and Rate Proposal**
Report # 2015-00866 **Estimated Time: 5 minutes**
Location: Citywide
Recommendation: Pass a Motion referring to Budget and Audit Committee the Utilities Water, Wastewater and Storm Drainage Financial Plan and Rate Proposal.
Contact: Bill Busath, Director, (916) 808-1434, Department of Utilities

23. 2015 Task Force on Income Inequality Final Recommendations and Implementing Ordinance (Passed for Publication 10/13/2015; Published 10/16/2015)
Report # 2015-00897 **Estimated Time: 120 minutes**
Location: Citywide
Recommendation: Pass an **Ordinance** implementing the 2015 Task Force on Income Inequality's final recommendations on increasing the minimum wage in the City of Sacramento.
Contact: Joseph Devlin, Chief of Staff, (916) 808-7005, Office Councilmember Jay Schenirer, District 5

Public Comments-Matters Not on the Agenda (2 minutes per speaker)

Council Comments-Ideas, Questions and Meeting/Conference Reports

Adjournment

01

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00863

Title: Notification of Vacancy and Election for One Seat on the Retirement Hearing Commission

Location: Citywide

Recommendation: Receive and file.

Contact: Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7506, Office of the City Clerk

Presenter: None

Department: City Clerk
Division: City Clerk
Dept ID: 04001011
Attachments:
1-Description/Analysis
2-Background

City Attorney Review

Approved as to Form
Matthew Ruyak
9/29/2015 11:42:41 AM

Approvals/Acknowledgements

Department Director or Designee: Wendy Klock-Johnson - 9/17/2015 12:05:51 PM

Description/Analysis

Issue Detail: Pursuant to Resolution 2011-024, the City Clerk shall provide a notice of vacancy no less than 60 days prior the expiration of the term of an employee member. One seat on the commission is set to expire on December 31, 2015. Additionally, the City Clerk shall provide notification of the intent to conduct an election among active members of the Sacramento City Employees Retirement System to fill the vacancy.

Policy Considerations: The notification and election process is consistent with adopted procedures.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: To post the notice of a commission vacancy, and conduct an election to fill one seat on the Retirement Hearing Commission that will expire on December 31, 2015.

Financial Considerations: None.

Local Business Enterprise (LBE): None.

Background:

The Retirement Hearing Commission hears issues and appeals relating to the City of Sacramento Employees Retirement System (SCERS). The Commission seats five members, two of which are required to be elected by active members of SCERS. The procedure for conducting this type of election is outlined in Resolution 2011-024. As required by the Resolution, the City Council is being advised of the intent to hold an election due to one vacancy.

If more than one candidate qualifies, an election will be held. If only one candidate qualifies, then that candidate shall be deemed automatically elected by the City Clerk. A tentative election is scheduled for **December 15, 2015** and will be conducted by mail ballot. If an election is held the candidate who receives the highest number of votes cast will be declared elected. As required by the election procedures, the City Clerk will notify the City Council of the results.

02

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00881

Title: (City Council/Financing Authority/Housing Authority/Public Financing Authority/Redevelopment Agency Successor Agency) 2016 Meeting Schedules for City Council, Financing Authority, Housing Authority, Public Financing Authority and Redevelopment Agency Successor Agency

Location: Citywide

Recommendation: Pass a 1) City Council Resolution; 2) Financing Authority Resolution; 3) Housing Authority Resolution; 4) Public Financing Authority Resolution; and 5) Redevelopment Agency Successor Agency Resolution approving the 2016 meeting schedules and designating four weeks when meetings will not be held.

Contact: Shirley Concolino, MMC, City Clerk, (916) 808-5442, Office of the City Clerk

Presenter: None

Department: City Clerk

Division: City Clerk

Dept ID: 04001011

Attachments:

1-Description/Analysis
2-Council Resolution
3-Financing Authority Resolution
4-Housing Authority Resolution
5-Public Financing Authority Resolution
6-RASA Resolution
7-Exhibit A (2016 Meeting Schedule)

City Attorney Review

Approved as to Form
Matthew Ruyak
10/20/2015 2:52:36 PM

Approvals/Acknowledgements

Department Director or Designee: Shirley Concolino - 10/15/2015 6:07:23 PM

Description/Analysis

Issue Detail: A resolution approving the regular meeting schedule for the City Council and its concurrent legislative bodies including the Financing Authority, Housing Authority, Public Financing Authority, and Redevelopment Agency Successor Agency must be adopted. The meeting schedule identifies the four weeks that regular meetings are not held and any alternate meeting dates such as meetings held on Thursday instead of Tuesday.

Policy Considerations: Approving an annual meeting schedule of legislative bodies is consistent with the City Charter, the Council Rules of Procedure, the Brown Act, and the requirements of the Financing Authority legal counsel.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: The Financing Authority, Housing Authority, Public Financing Authority, and Redevelopment Agency Successor Agency are passing separate resolutions for their respective 2016 meeting schedules and are included as attachments to this report.

Rationale for Recommendation: Meetings are generally held each Tuesday of the month, with Council, Financing Authority, Housing Authority, Public Financing Authority, and Redevelopment Agency Successor Agency sitting concurrently as noted on the agenda and minutes. If there is a conflict with the Tuesday meeting, the meeting is typically rescheduled to Thursday of the same week. Four weeks are designated as recesses when the legislative bodies need not meet per Sacramento City Charter section 31.

Thursday Meetings	
Thursday, April 14, 2016	April 12, 2016 is Cap to Cap
Thursday, June 9, 2016	June 7, 2016 is Election Day
Thursday, August 4, 2016	August 2, 2016 is National Night Out
Thursday, October 13, 2016	October 11, 2016 is Yom Kippur
Thursday, November 10, 2016	November 8, 2016 is Election Day

Council Recesses	
Summer Recess	June 26, 2016 through July 9, 2016
Winter Recess	December 18, 2016 through January 1, 2016

Financial Considerations: None

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

APPROVING THE 2016 MEETING SCHEDULE FOR CITY COUNCIL

BACKGROUND

A. Government Code section 54954 (the Brown Act) requires that legislative bodies, except for advisory bodies and standing committees, provide the time and place for regular meetings by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body.

B. Sacramento City Charter section 31 requires the City Council to hold regular meetings at such times and places as may be fixed by resolution, except that the City Council shall meet after 5:00 pm not less than one evening each week.

C. Sacramento City Charter section 31 also allows for the designation of four weeks a year when regular City Council meetings need not be held.

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

Section 1. The City Council 2016 meeting schedule as shown in Exhibit A of this resolution is approved.

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Exhibit A - 2016 City Council Meeting Calendar

RESOLUTION NO. 2015-

Adopted by the Sacramento City Financing Authority

ESTABLISHING THE DATE, HOUR AND PLACE OF THE HOLDING OF THE 2016 REGULAR MEETINGS OF THE GOVERNING BOARD OF THE SACRAMENTO CITY FINANCING AUTHORITY

BACKGROUND

A. The Sacramento City Financing Authority (the "Authority") is a joint exercise of powers authority duly organized and existing under and by virtue of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the "Act") and a Joint Exercise of Powers Agreement, dated as of October 1, 1989, as amended and supplemented (the "Agreement"), by and between the City of Sacramento (the "City") and the City's former redevelopment agency.

B. As set forth in the Agreement, the Authority is administered by a governing board (the "Board") consisting of the members of the City Council of the City *ex officio*.

C. The Agreement provides that the Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals.

D. The Agreement requires the Board to fix, by resolution, the date upon which, and the hour and place at which, each regular meeting of the Board shall be held.

E. The Board has determined to fix the date upon which, and the hour and place at which, regular meetings of the Board shall be held as set forth below.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE SACRAMENTO CITY FINANCING AUTHORITY RESOLVES AS FOLLOWS:

Section 1. The Authority hereby finds and determines that the statements in paragraphs A through E of the Background are true.

Section 2. The Board hereby fixes the date upon which, and the hour and place at which, regular meetings of the Board shall be held as follows: regular meetings of the Board shall be held on each date and at the same hour and place as regular

meetings of the City Council of the City; provided, that, with respect to any such regular meeting, if the Secretary of the Authority has not received a request from an officer of the Authority for any item of business to be considered and therefore no agenda is posted for such regular meeting, as required by Section 54954.2 of the California Government Code, then such regular meeting shall be deemed cancelled.

Section 3. All actions heretofore taken by any member of the Board or by any officer of the Authority and other appropriate officers and agents of the Authority with respect to the matters herein set forth are hereby ratified, confirmed and approved.

Table of Contents:

Exhibit A - 2016 Financing Authority Meeting Calendar

RESOLUTION NO. 2015-

Adopted by the Housing Authority of the City of Sacramento

APPROVING THE 2016 MEETING SCHEDULE FOR THE SACRAMENTO HOUSING AUTHORITY

BACKGROUND

A. Government Code section 54954 (the Brown Act) requires that legislative bodies, except for advisory bodies and standing committees, provide the time and place for regular meetings by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body.

B. The Housing Authority of the City of Sacramento meets concurrently with the City Council.

C. Sacramento City Charter section 31 requires the City Council to hold regular meetings at such times and places as may be fixed by resolution, except that the City Council shall meet after 5:00 pm not less than one evening each week.

D. Sacramento City Charter section 31 also allows for the designation of four weeks a year when regular City Council meetings need not be held.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

Section 1. The Housing Authority 2016 meeting schedule as shown in Exhibit A of this resolution is approved.

Table of Contents

Exhibit A - 2016 Housing Authority Meeting Calendar

RESOLUTION NO. 2015-

Adopted by the Sacramento Public Financing Authority of the City of Sacramento

APPROVING THE 2016 MEETING SCHEDULE FOR THE SACRAMENTO PUBLIC FINANCING AUTHORITY

BACKGROUND

A. Government Code section 54954 (the Brown Act) requires that legislative bodies, except for advisory bodies and standing committees, provide the time and place for regular meetings by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body.

B. The Sacramento Public Financing Authority of the City of Sacramento meets concurrently with the City Council.

C. Sacramento City Charter section 31 requires the City Council to hold regular meetings at such times and places as may be fixed by resolution, except that the City Council shall meet after 5:00 pm not less than one evening each week.

D. Sacramento City Charter section 31 also allows for the designation of four weeks a year when regular City Council meetings need not be held.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE SACRAMENTO PUBLIC FINANCING AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

Section 1. The Sacramento Public Financing Authority 2016 meeting schedule as shown in Exhibit A of this resolution is approved.

Table of Contents

Exhibit A - 2016 Sacramento Public Financing Authority Meeting Calendar

RESOLUTION NO. 2015-

Adopted by the Redevelopment Agency Successor Agency

APPROVING THE 2016 MEETING SCHEDULE FOR THE REDEVELOPMENT AGENCY SUCCESSOR AGENCY

BACKGROUND

A. The Brown Act (Government Code Section 54954) requires that legislative bodies, except for advisory bodies and standing committees, provide the time and place for regular meetings by ordinance, resolution, or bylaws.

B. The Redevelopment Agency Successor Agency meets concurrently with the City Council.

C. The Sacramento City Charter, section 31 requires the City Council to hold regular meetings at such times and places as may be fixed by Resolution, except that the Council shall meet after 5:00 pm not less than one evening each week.

D. The Sacramento City Charter, section 31 also allows for the designation of four weeks a year when regular City Council meetings need not be held.

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

Section 1. The Redevelopment Agency Successor Agency 2016 meeting schedule as shown in Exhibit A of this Resolution is approved.

Table of Contents

Exhibit A - 2016 Redevelopment Agency Successor Agency Schedule

City of SACRAMENTO

2016

Meeting Calendar for
City Council and Standing
Committees

- Tuesday Meetings
- Thursday Meetings
- Council Recess
- Holidays

JANUARY 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

MARCH 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2016

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Financing Authority - Concurrent with Council
Housing Authority - Concurrent with Council
Public Financing Authority - Concurrent with Council
Redevelopment Agency Successor Agency - Concurrent with Council
Budget and Audit Committee - 1st Tuesday
Personnel and Public Employees Committee - 2nd Tuesday
Law and Legislation Committee - 2nd Tuesday

Reasons for Thursday Meetings:
April 12 - Cap to Cap
June 7 - Election Day
August 2 - National Night Out
October 11 - Yom Kippur
November 8 - Election Day

Approved ??

DRAFT

03

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00911

Title: Ordinance Adding Section 1.04.110 of the Sacramento City Code to Include Electronic Records and Signatures (Passed for Publication 10/20/2015; Published 10/23/2015)

Location: Citywide

Recommendation: Pass an Ordinance adding Section 1.04.110 of the Sacramento City Code to Include Electronic Records and Signatures.

Contact: Shirley Concolino, MMC, City Clerk, (916) 808-5442, Office of the City Clerk

Presenter: None

Department: City Clerk
Division: City Clerk
Dept ID: 04001011
Attachments:
1-Description/Analysis
2-Proposed Ordinance
3-CA Opinion-Electronic-Digital Signature

City Attorney Review

Approved as to Form
Steve Itagaki
10/20/2015 3:56:55 PM

Approvals/Acknowledgements

Department Director or Designee: Shirley Concolino - 10/19/2015 12:22:39 PM

Description/Analysis

Issue Detail: The Ordinance adding Section 1.04.110 to the Sacramento City Code relating to the use of electronic records and signatures in accordance with California state law, is necessary before digital signatures are used in the execution of City business.

Policy Considerations: The use of digital signatures citywide will enable “digital to digital” processes increasing customer service, enhancing records management best practices and providing benchmark data for performance measurements leading to good management decisions.

Economic Impacts: Providing additional efficiencies in the building/planning processes will provide a more effective interaction with the business community could enhance the City’s economic development.

Environmental Considerations: This action is not a project subject to CEQA because it involves only general policy and procedure making and does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines, §§ 15002(d), 15378, 15061(b)(3).)

Sustainability: The use of digital signatures will reduce paper document creation by enabling digital to digital processes. The reduction in the use of paper supports the City’s goal for Sustainability.

Rationale for Recommendation: It is necessary to update the Sacramento City Code before implementation of the proposed digital signature application.

Over the past several years, the City has invested in, and continues to improve, citywide business processes. The City Council recently approved the Automated Bids, Contracts, and Digital Signatures Program.

Along with City contract execution, incorporating digital signatures into other citywide processes will be beneficial by increasing the efficiency of service delivery. Using digital signatures for building permitting, plan approvals, City code exemptions and home occupancy permits will be more effective and provide a better customer experience. Digitally signing human resource documents and finance documents, in addition to contracts, will improve efficiency as well as provide better management of records. It is likely that other citywide business processes will be candidates for the use of digital signatures as well.

Commission/Committee Action: The Law and Legislation Committee reviewed and forwarded the Ordinance to the Council for adoption on October 13, 2015.

Financial Considerations: N/A

Local Business Enterprise (LBE): N/A

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE ADDING SECTION 1.04.110 TO THE SACRAMENTO CITY CODE RELATING TO ELECTRONIC RECORDS AND SIGNATURES

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

Section 1.04.110 is added to the Sacramento City Code to read as follows:

1.04.110 Electronic records and signatures.

A. The following definitions apply to this section:

1. "Electronic record" has the same meaning as in section 1633.2 of the California Civil Code.

2. "Electronic signature" has the same meaning as in section 1633.2 of the California Civil Code.

3. "Digital signature" has the same meaning as in section 16.5 of the California Government Code.

4. “UETA” means the Uniform Electronic Transactions Act, commencing at section 1633.1 of the California Civil Code.

B. In any transaction or communication with the city for which the parties have agreed to conduct the transaction or communication by electronic means, the following provisions apply:

1. When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.

2. When a signature is required, the parties may agree that either:

a. An electronic signature satisfies that requirement, if it is in accordance with the UETA; or

b. A digital signature satisfies that requirement, if it is in accordance with section 16.5 of the California Government Code.

C. This section is intended to enable the city to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law, and does not limit the city’s ability to use electronic records, electronic signatures, or digital signatures in any way.

MEMORANDUM

DATE: August 24, 2015

TO: Mayor & Councilmembers

FROM: James Sanchez, City Attorney
Matthew Ruyak, Supervising Deputy City Attorney
Steven Itagaki, Senior Deputy City Attorney SYI

SUBJECT: **Electronic and Digital Signatures**
Matter ID: 14-7311
Document No.: 459467

ISSUES PRESENTED

I. What types of electronic means can the City use to legally sign or execute documents?

II. If the City elects to use digital signatures, what kinds of signatures can it use?

SHORT ANSWER

I. Electronic signatures and digital signatures. But all parties must agree to use them.

II. If the City elects to use digital signatures, they must be created with either (1) public key cryptography technology with the capability of issuing certificates from approved certificate authorities, or (2) signature dynamics technology.

ANALYSIS

I. What types of electronic means can the City use to legally sign or execute documents?

Generally, there are two types of electronic means recognized by state law that the City can use to legally sign or execute documents: electronic signatures and digital signatures.

California's Uniform Electronic Transactions Act provides, "If a law requires a signature, an electronic signature satisfies the law."[1] "Electronic signature" is defined in the UETA as "an electronic sound, symbol, or process attached to or logically associated with an electronic record

[1] Cal. Civ. Code § 1633.7(d).

and executed or adopted by a person with the intent to sign the electronic record."[2] This is the simpler of the two types of electronic means to sign documents. Depending on the circumstances, an electronic signature could include a person's name or initials typed at the end of an email.[3]

The other type of electronic means to sign documents is a digital signature. The California Government Code provides, "In any written communication with a public entity . . . in which a signature is required or used, any party to the communication may affix a signature by use of a digital signature that complies with the requirements of this section."[4] The Government Code defines "digital signature" as "an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature." (Cal. Civ. Code § 16.5(d).) A valid digital signature must also embody the following attributes:

(1) It is unique to the person using it.
(2) It is capable of verification.
(3) It is under the sole control of the person using it.
(4) It is linked to data in such a manner that if the data are changed, the digital signature is invalidated.
(5) It conforms to regulations adopted by the Secretary of State. …[5]

If a digital signature meets all of those characteristics the Government Code provides, "the use of a digital signature shall have the same force and effect as the use of a manual signature."[6]

Nevertheless, neither option is required nor must be accepted by the City in any transaction. The UETA specifies that its electronic signature provisions apply "only to a transaction between parties each of which has agreed to conduct the transaction by electronic means."[7] Likewise, the Government Code states that the use of digital signatures is "at the option of the parties."[8]

II. If the City elects to use digital signatures, what requirements must be met?

If the City elects to use digital signatures, the technology that creates the signature must be acceptable for use the by the State of California.[9] At this time, there are two acceptable technologies: (1) public key cryptography, and (2) signature dynamics.[10]

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[2] Cal. Civ. Code § 1633.2(h).
[3] *Cf.* J.B.B. Investment Partners, Ltd. v. Fair (2014) 232 Cal.App.4th 974, 988-989 [printed name at end of e-mail; but not an electronic signature because of no intent to execute transaction]; Ni v. Slocum (2011) 196 Cal.App.4th 1636 [signature on initiative petition traced on screen of smartphone; but section 100 of the Elections Code is exempt].)
[4] Cal. Gov. Code § 16.5(a).
[5] Cal. Gov. Code § 16.5(a); 2 Cal. Code Regs. 22002.
[6] Cal. Civ. Code § 16.5(a).
[7] Cal. Civ. Code § 1633.5(b).
[8] Cal. Gov. Code § 16.5(b).
[9] 2 Cal. Code Regs. § 22001.
[10] 2 Cal. Code Regs. § 22003; see regulations for the specific requirements of these technologies.

If public key cryptography technology is used to create the digital signatures, the signer must be capable of being issued a certificate to certify that he or she controls the key pair used to create the signature.[11] Public entities may only accept certificates from Certification Authorities that appear on the Secretary of State's "Approved List of Certification Authorities."[12]

Finally, when digital signatures are used, the City must also follow the following procedures: (1) prior to accepting a digital signature, the City must ensure that the level of security used to identify the signer of a document and to transmit the signature, are sufficient for the transaction being conducted, and (2) if a certificate is a required component of a digital signature transaction, the City must also ensure that the certificate format used by the signer is sufficient for the security and interoperability needs of the City.[13]

[11] 2 Cal. Code Regs. § 22003(a)(2)(C).
[12] 2 Cal. Code Regs. § 22003(a)(6)(B); the approved list may be found at the following URL: http://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures/approved-certification-authorities.
[13] 2 Cal. Code Regs. § 22005.

04

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00929

Title: Approval of City and County Memorandum of Understanding Regarding Election Services

Location: Citywide

Recommendation: Pass a Motion 1) approving the Memorandum of Understanding regarding election services between the City of Sacramento and the County of Sacramento Registrar of Voters; and 2) cancelling and replacing all prior agreements.

Contact: Shirley Concolino, MMC, City Clerk, (916) 808-5442, Office of the City Clerk

Presenter: None

Department: City Clerk
Division: City Clerk
Dept ID: 04001011
Attachments:
1-Description/Analysis
2-Background
3-City County MOU - Election Services

City Attorney Review

Approved as to Form
Matthew Ruyak
10/20/2015 2:41:01 PM

Approvals/Acknowledgements

Department Director or Designee: Shirley Concolino - 10/19/2015 12:36:33 PM

Description/Analysis

Issue Detail: Updated roles and responsibilities are needed between the City of Sacramento and County Registrar of Voters regarding election services. A current Memorandum of Understanding is required to document such processes and to clarify and address any potential changes necessary to the prior agreement.

Policy Considerations: City Agreement No. 83119, which was approved by the Board of Supervisors Resolution No. 84-124 and City Council Resolution 83-1034.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: When an election is called in the City of Sacramento, certain election services are provided by the Sacramento County Registrar of Voters. Procedures and understanding of roles are needed in order to ensure both parties understand expectations during an election cycle. Both parties have reviewed the Memorandum of Understanding and agree to its contents.

Financial Considerations: None.

Local Business Enterprise (LBE): None.

Background

When the City of Sacramento calls for an Election to be held, the County of Sacramento Registrar of Voters provides certain elections services for the City. An agreement between both parties was approved on December 1, 1983 (City Agreement No. 83119, which was approved by the Board of Supervisors Resolution No. 84-124 and City Council Resolution 83-1034). This agreement was established to identify key roles and responsibilities for each party during an election process. A current Memorandum of Understanding has been created, hereby cancelling and replacing all prior agreements. The updated Memorandum of Understanding defines current expectations, rights and responsibilities of each party with regard to providing certain services for all elections. City Council approval is required in addition to approval by the County of Sacramento Board of Supervisors.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF SACRAMENTO
AND
THE COUNTY OF SACRAMENTO

1. **PARTIES.** This Memorandum of Understanding (MOU) is entered into by the City of Sacramento, a California charter city and municipal corporation ("City") and the County of Sacramento, a political subdivision of the State of California ("County").

2. **PURPOSE OF THIS MOU.** The purpose of this MOU is to define the expectations, rights, and responsibilities of the parties with regard to providing certain services for all elections. This MOU supersedes any other agreement between the parties related to the matters covered by this MOU. By entering this MOU the parties are mutually cancelling that certain City Agreement No. 83119, which was approved by the Board of Supervisors Resolution No. 84-124 and City Council Resolution 83-1034.

3. **ROLES AND RESPONSIBILITIES.** The responsibilities of the Sacramento County Registrar of Voters and the City Clerk of the City of Sacramento are defined in Attachment A (Scope of Services), which is a part of this MOU.

4. **REIMBURSEMENT FOR SERVICES PROVIDED.** The City agrees to reimburse the County for elections services within 30 days from receipt of an invoice from the County Elections Office. If there is a dispute about services provided or costs claimed, the Registrar of Voters and the City Clerk shall meet in good faith to resolve the dispute before any other remedies are sought.

5. **MUTUAL INDEMNIFICATION.**

5.1 City agrees to indemnify and hold harmless County, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of City, its officers, employees, agents or volunteers in connection with City's performance of its obligations under this MOU.

5.2 County agrees to indemnify and hold harmless City, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of County, its officers, employees, agents or volunteers in connection with County's performance of its obligations under this MOU.

5.3 This Section 5 survives the termination or expiration of this MOU.

6. **TERM OF AGREEMENT.** This MOU is effective upon the signatures of the parties, and may be modified at any time by the written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 60 days prior to the date of termination. The City shall reimburse the County for cost of services provided through the date of the termination notice.

CITY OF SACRAMENTO, a California charter city and municipal corporation

By: _____
City Clerk

Date: _____

Approved as to Form:

By: _____
Assistant City Attorney

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: _____
Registrar of Voters

Date: _____

Approved as to Form:

By: _____
County Counsel

ATTACHMENT A

SCOPE OF SERVICES

ALL ELECTIONS

Registrar of Voters shall provide the following services for all City of Sacramento elections:

1. Prepare election process forms and provide to the City Clerk at least 120 days prior to the election.
2. Verify signatures on petitions, including but not limited to, all candidate official filing forms, nomination paper petitions, and supplemental nomination paper petitions; initiative, referendum, and recall petitions; Notices of Intent to Circulate Petitions; and Notices of Intent to Recall.
3. Assign measure letters.
4. Prepare, translate, and format the sample ballot for materials including, as applicable: candidates' statement, ballot arguments and rebuttals, measure ballot title and summary, measure impartial analysis, facsimile ballot, voting instructions, polling location information, and map and/or address of ballot drop-off locations in the City of Sacramento.
5. Provide all sample ballot materials to the City Clerk for review and confirmation within the Registrar's time frames to make necessary changes in time to meet legal deadlines prior to printing and mailing.
6. Supply sample ballot materials to registered voters in the affected Council Districts.
7. Provide to the City Clerk an electronic listing of all electors eligible to vote in the election, including polling location, if applicable.
8. Provide ballot tabulation equipment and qualified and trained personnel for its operation throughout the election as provided by law.
9. Provide security during ballot counting and tabulation process.
10. Provide sufficient personnel to deliver, process, count, and tabulate election ballots.
11. Provide sufficient personnel to process, count, and tabulate signature withdrawal requests.
12. Distribute and process vote-by-mail ballots.
13. Distribute and process provisional ballots and challenged ballots.
14. Perform canvass and issue Official Statement of Vote to the City Clerk as required by federal and state election laws.
15. Prepare invoices for services rendered within 45 days of the election and provide revised invoices, as necessary, following cost reconciliation
16. Refer media inquiries and requests relating to City of Sacramento elections to the City Clerk.
17. Other services as requested by the City Clerk.

The City Clerk shall provide the following services to the Registrar of Voters for all City of Sacramento elections:

1. Provide a copy of the resolution calling the election and requesting services as required by federal and state election law.
2. Provide City Council action regarding costs for printing of candidate statements.
3. Promptly forward candidates' Candidate Official Filing forms and Statement of Qualification upon submittal.

4. As applicable, promptly furnish copies of the full text of measures, including a written description of any related maps or images, impartial analysis, ballot title and summary, arguments, and rebuttals.
5. Promptly review and confirm content and content placement of sample ballot materials.
6. Furnish copies of published Notice of Election and list of qualified candidates.
7. Remit payment for services rendered within 30 days of receiving invoice.

ELECTION POLLING LOCATIONS

The Registrar of Voters shall provide the additional following services for City of Sacramento polling location elections:

1. Establish polling locations that are compliant with State of California law regarding accessibility.
2. Provide furniture and equipment, as needed, for polling locations and poll workers.
3. Hire, train, and compensate poll workers and alternate poll workers.
4. Hire, train, and compensate Coordinators and technical teams for technical and logistical support to poll workers and elections personnel.
5. Provide the City Clerk with a direct link to County website that indicates polling locations.

The City Clerk shall provide the additional following services for City of Sacramento polling election locations:

1. Provide location and security for a ballot box for vote-by-mail drop-offs at City Hall on Election Day and at least 15 days prior.

ALL-MAIL-BALLOT ELECTIONS

The Registrar of Voters shall provide the additional following services for City of Sacramento all-mail-ballot elections:

1. Provide materials, equipment, staffing, and activities required for all-mail-ballot elections as required by law.
2. Hire and train workers for ballot drop-off locations.
3. Provide for the establishment of ballot drop-off locations, with days and hours of operation for a period of at least 15 days prior to Election Day and on Election Day from 7 a.m. to 8 p.m. or as required by election law.
4. Provide materials, furniture, and equipment, as needed, for ballot drop-off locations.
5. Timely deliver all official ballots as required by law.
6. Provide daily tallies of returned ballots by Council District to the City Clerk.

The City Clerk shall provide to the Registrar of Voters for City of Sacramento all-mail-ballot elections:

1. Assist with the identification of potential facilities for ballot drop-off locations.
2. Provide location and security for a ballot box for vote-by-mail drop-offs at City Hall on Election Day and 15 days prior to Election Day or as otherwise required by law.

05

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00902

Title: Extension of Agreement with Sacramento Theatrical Lighting for Technical Stagecraft Services

Location: 1400 J Street, District 4

Recommendation: Pass a Motion 1) authorizing the City Manager, or his designee, to execute a contract supplement (Exhibit A) to the existing non-professional services agreement with Sacramento Theatrical Lighting, LTD ("STL"), extending the agreement through June 30, 2017, with a not-to-exceed amount of $250,000 per fiscal year, subject to funding availability in the budget approved for applicable fiscal year; and 2) ratifying purchases made to STL in the amount of approximately $35,000 since the agreement expired on June 30, 2015.

Contact: Russ Haynes, Administrative Officer, (916) 808-7360; Jody Ulich, Director, (916) 808-8225, Convention & Cultural Services

Presenter: None

Department: Convention & Cultural Services

Division: Conv Ctr Operational Admn

Dept ID: 17001151

Attachments:

1-Description/Analysis

2-Supplemental Agreement with STL

City Attorney Review

Approved as to Form
Maila Hansen
10/15/2015 10:34:52 AM

Approvals/Acknowledgements

Department Director or Designee: Russ Haynes - 10/8/2015 8:20:50 AM

Description/Analysis

Issue Detail: The City has a need for continued access to technical stagecraft services, on an as-needed basis, for the preparation and production of events at the Convention Center Complex.

Policy Considerations: Pursuant to City Code section 3.56.290(B), City Council approval is required for contract supplements increasing the contract amount by more than $100,000.

Economic Impacts: This agreement results in a yearly average of between 4,000 to 5,000 hours of employment for members of the International Alliance of Theatrical Stage Employees (IATSE), Local 50.

Environmental Considerations: Under the California Environmental Quality Act (CEQA), continuing administrative activities such as this do not constitute a “project” under CEQA. [CEQA Guidelines section 15378(b)(2).]

Sustainability: None.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On June 26, 2012, City Council awarded a non-professional services contract to Sacramento Theatrical Lighting, LTD (STL) for technical stagecraft services at the Convention Center Complex in an amount not-to-exceed $250,000 annually (Agreement C2012-0522). The agreement was for an initial three-year term with two one-year extension options. However, neither the original Council motion nor the Agreement specifically authorized the City Manager (or his designee) to approve said extensions. Because the agreement would be extended for $250,000 annually, City Code requires Council approval. Staff recommends authorizing the City Manager to amend the Agreement to allow one two-year extension, and extend the agreement through June 30, 2017, to ensure continued technical stagecraft services for events at the Convention Center Complex.

The City will benefit from STL’s stagehand services allowing for uninterrupted service to clients at competitive rates. Additionally, STL has a proven history of providing qualified, technical stagehand service through the use of IATSE and has been involved with the Convention Center Complex and its clients for over 30 years.

Financial Considerations: The Convention Center Complex operates as a part of the City's Convention and Cultural Services Department and is funded through the Community Center Enterprise Fund (Fund 6010). These expenses are included in the Convention and Cultural Service's fiscal year (FY) 2015/16 operating budget and subsequent year (FY2016/17) projection. Also, the individual event producers pay the City for the provision of technical stagecraft services. Approximately 30% of STL's expenses are charged back to the client and therefore are passed-through expenses; thereby being off-set with revenue when the client's payment is received.

Local Business Enterprise (LBE): STL is an LBE.

CONTRACT SUPPLEMENT
(Nonprofessional Services)

Project Title and Job Number: Stagehand services for the Sacramento Convention Center Complex **Date:** 9/28/15
Purchase Order #: **Contract Supplement No.:** 1

The City of Sacramento ("City") and Sacramento Theatrical Lighting, Ltd. ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number C2012-0522, including any prior contract supplements modifying the agreement (the agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   The Time of Performance is extended through June 30, 2017, and Section 3 (Time of Performance) is amended to state that the CITY and CONTRACTOR may, by mutual agreement, extend the Agreement for one additional two-year term.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is Increased by $500,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	$750,000
Net change by previous contract supplements:	0
Not-to-exceed amount prior to this contract supplement:	$750,000
Increase by this contract supplement:	$500,000
New not-to exceed amount including all contract supplements:	$1,250,000

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:

Project Manager

Approved By:

Contractor

Approved By:

City of Sacramento

Approved As To Form By:

City Attorney

Attested To By:

City Clerk

(Rev. 9-17-12)

06

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00868

Title: SMUD Undergrounding Priority List (Continued from 10/20/2015)

Location: Citywide

Recommendation: Pass a Resolution approving the Amended and Restated Selection Criteria and Priority List for the SMUD System Enhancement Undergrounding Program.

Contact: Rachel Hazlewood, Senior Project Manager, (916) 808-8645, Economic Development Department

Presenter: None

Department: Economic Development Dept

Division: Citywide Development

Dept ID: 18001031

Attachments:

1-Description/Analysis

2-Resolution

City Attorney Review

Approved as to Form
Michael Sparks
9/30/2015 1:52:04 PM

Approvals/Acknowledgements

Department Director or Designee: Larry Burkhardt - 9/18/2015 1:51:30 PM

Description/Analysis

Issue Detail: On March 9, 2010, the City Council adopted Resolution 2010-119, which approved the SMUD Commercial Undergrounding Project Ranking Criteria and the SMUD Undergrounding Priority List. On May 13, 2014, the City passed Motion 2014-0100, which approved an amended SMUD Undergrounding Priority List that included 12 projects located throughout the city. Since that time, SMUD has determined a resolution approved by City Council is required by the SMUD System Enhancement program guidelines. To meet that requirement, the list is being resubmitted to City Council for approval. Additionally, two more potential projects have been identified, ranked, and included on the list. They are Meadowview Road and Freeport Boulevard. Staff is recommending approval of restated SMUD Commercial Undergrounding Project Ranking Criteria and an amended SMUD Undergrounding Priority List that includes 14 projects listed in ranked order.

No funding is being provided at this time and it is expected that not all projects on the list will be undertaken. However, should a project proceed, the City would be eligible to submit an application to SMUD for funding to underground or relocate power lines. Should two or more projects be ready to submit to SMUD at the same time, the higher ranked project would receive priority for consideration.

Policy Considerations: Undergrounding power lines is consistent with the Economic Development Strategy goal to assist in the revitalization of commercial corridors.

Economic Impacts: None at this time.

Environmental Considerations: The approval of a ranked priority list of projects is an administrative activity and does not constitute a project as defined by the California Environmental Quality Act (CEQA), CEQA Guidelines, Sections 15061 (b)(3) and 15378 (b)(2).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The relocation or undergrounding of overhead power lines can help improve aesthetics, economic vitality, safety, and disabled access. Annually, SMUD makes available one half of one percent of its gross electric sales revenues to the jurisdictions it covers for the System Enhancement program, which in SMUD's 2015 budget was approximately $6.8 million. Identifying projects as City

priorities is the first step in the eligibility process. Having a ranked priority list will assist the City and SMUD in making funding decisions should the City have more than one project that is ready to apply to SMUD for funding at the same time.
Since the ranked list was adopted in May 2014, two additional projects have been added to the list. Expanding the list will provide an opportunity for additional projects to potentially participate in the program.

Financial Considerations: None at this time.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO. 2015- _____

Adopted by the Sacramento City Council

October 13, 2015

AMENDING AND RESTATING THE SELECTION CRITERIA AND THE PRIORITY LIST FOR THE SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD) SYSTEM ENHANCEMENT UNDERGROUNDING PROGRAM

BACKGROUND

A. The relocation or undergrounding of primary voltage overhead power lines is desirable to the City as it improves aesthetics, economic vitality, safety and disabled access along corridors.

B. The SMUD recognizes these benefits and established the System Enhancement Program to fund selected distribution system enhancements by relocating or undergrounding existing power lines below 69 kV.

C. SMUD will fund the cost to relocate or underground its facilities and will fund the costs to construct the utility trench provided that: (i) the City has established the project and determined that it is in the public interest, (ii) the relocation of all telecommunication company facilities with leases and rights to the existing joint pole facilities has been funded and approved by those companies, (iii) the plans and specifications for the relocation of SMUD's facilities has been completed by others, (iv) the underground improvements have been constructed to SMUD's satisfaction, (v) all required building permits have been approved, (vi) all private property right of way requirements and easements and service relocation agreements with all affected property owners have been executed, and (vii) any easements that may be required by SMUD for its above-ground utility boxes have been granted.

D. On March 9, 2010, the City Council adopted Resolution 2010-119, which approved the SMUD Commercial Undergrounding Project Ranking Criteria and the SMUD Undergrounding Priority List. On May 13, 2014, the City passed Motion 2014-0100, which approved an amended SMUD Undergrounding Priority List that included 12 projects located throughout the city.

E. Since May of 2014, two additional potential projects have been identified, which have been rated and ranked according to the evaluation criteria and included in an amended SMUD Undergrounding Priority List.

F. The restated SMUD Commercial Undergrounding Project Ranking Criteria and amended SMUD Undergrounding Priority List are being submitted for adoption by City Council resolution, as required by the SMUD System Enhancements

program. The restated Ranking Criteria and amended Priority List will supersede the criteria and lists approved by Resolution 2010-119 and Motion 2014-0100.

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

Section 1. The SMUD System Enhancement Program Commercial Underground Project Ranking Criteria attached as Exhibit A is hereby approved.

Section 2. The SMUD System Enhancement Program Ranked Priority List attached as Exhibit B is hereby established.

Table of Contents:

Exhibit A: Commercial Underground Project Ranking Criteria
Exhibit B: Ranked Priority List

Exhibit A

City of Sacramento
SMUD SD-14 System Enhancement
Commercial Undergrounding Project Ranking Criteria

Ranking (maximum of 100 points)

1. **Project Readiness** **Up to 15 pts**
   Scoring is based on the work completed at the time projects are scored and ranked. Points are awarded for projects for which technical or feasibility studies, streetscape, or master plans have been completed. Points are also awarded to projects which have construction documents in progress (30% completed or more).

2. **Financial Feasibility** **Up to 20 pts**
   There is no match required by SMUD, but there are non-eligible costs that must be paid, such as project management, purchase of easements, and toxic remediation. Projects that have a realistic budget and a committed source of funds to pay for the project and these non-eligible costs will be awarded up to 20 points.

3. **Property Owner Commitment** **Up to 20 pts**
   Points will be awarded based on the highest level of commitment received from impacted property owners. Impacted property owners are those owners from whom an easement, temporary construction easement, and/or right of way acquisition will be required. Projects in which owners have consented to participate, including those who will have above ground facilities on their property, will receive up to 20 points.

4. **Commercial Corridor** **20 pts**
   Projects located on one of the 19 priority commercial corridors will receive 20 points.
   - 12th Street (Richards Boulevard to I Street)
   - 16th Street (Richards Boulevard to Broadway)
   - 65th Street
   - Broadway West (Miller Park to Alhambra Boulevard)
   - Broadway East (Alhambra to Stockton Boulevard)
   - Del Paso Boulevard (Acoma to Marysville Boulevard)
   - Florin Road (Franklin Boulevard to 24th Street)
   - Folsom Boulevard West (Alhambra to UPRR Overcrossing)
   - Folsom Boulevard East(UPRR Overcrossing to Watt Avenue)
   - Franklin Boulevard (Sutterville to Fruitridge Roads)
   - Freeport Boulevard (2nd Avenue to City Limits, excluding William Land Park)
   - Fruitridge Road (65th Street to Power Inn Road)
   - Mack Road (Center Parkway to Highway 99)

- Marysville Boulevard (Roanoake Avenue to Arcade Creek)
- Midtown (16th to 29th Street, J to L Streets)
- Northgate Boulevard (Garden Highway to I-80)
- R Street Corridor (3rd Street to 17th Street)
- Richards Boulevard (North 12th Street to Jibboom Street)
- Stockton Boulevard (X Street to Riza Avenue)

5. Streetscape or Other Public Enhancement Projects **15 pts**

Projects that are part of a larger public improvement project such as streetscape, park, new light rail line, or light rail station will receive 15 points.

6. Business Impact and Support **10 pts**

Projects that have the support of a Business Improvement District (BID) or Property-based Business Improvement District (PBID) will receive 5 points. Projects which impact eight or more businesses will receive an additional 5 points.

Exhibit B

SMUD SD-14 System Enhancement Program

Ranked Priority List

1. North 12th Street/12th Street from the American River to H Street.

2. R Street (Phase II) from 13th Street to 16th Street.

3. Broadway (west side) from 3rd Street to 28th Street.

4. Florin Road between Tamoshanter Road and Franklin Boulevard (north side).

5. Richards between North 12th Street and Dos Rios Street, continuing south along Dos Rios Street to North B Street.

6. Mack Road between Highway 99 and Franklin Boulevard and extending down Valley Hi Drive to Bruceville Road and down Bruceville Road to Timberlake Way.

7. North 16th Street from the Union Pacific railroad underpass to Richards Boulevard (west side).

8. R Street (Phase III) between 16th and 18th Streets (south side).

9. Capitol Avenue between 19th and 20th Streets continuing on 20th Street to Matsui Alley.

10. Richards Boulevard from North 5th Street to Sequoia Pacific Boulevard (north side).

11. Ramona Avenue from Brighton Avenue to Power Inn Road (west and north sides). Cucamonga Avenue from Ramona Avenue to Power Inn Road.

12. Meadowview Road between Freeport and Detroit Boulevards.

13. Freeport Boulevard between Fourth Avenue and Sutterville Road.

14. North 5th Street from Richards Boulevard to the American River.

07

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00932

Title: Lease Agreement: Third Amendment to Lease with Gateway Community Charters for a Portion of George Sim Community Center

Location: 6207 Logan Street, District 6

Recommendation: Pass a Resolution: 1) determining that, pursuant to City Code Section 3.268.110, the leasing of portions of George Sim Community Center without bidding is in the best interest of the City; 2) authorizing the City Manager or the City Manager's designee to execute a third amendment with Gateway Community Charter School, part of the Twin Rivers School District, to an existing lease to extend the term from July 1, 2015 to June 30, 2017; and 3) authorizing the City Manager or the City Manager's designee to execute such additional documents and to take such additional actions necessary to implement the lease agreement for the property.

Contact: Sylvia Fort, Recreation Manager, (916) 808-8381; Lori Harder, Support Services Manager, (916) 808-5172, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Community Centers

Dept ID: 19001641

Attachments:

1-Description/Analysis

2-Background

3-Resolution

4-3rd Amendment to Lease for Sim Community Center 2 years 6-5-15

City Attorney Review

Approved as to Form
Sheryl Patterson
10/14/2015 8:46:24 AM

Approvals/Acknowledgements

Department Director or Designee: Pamela Sloan - 10/7/2015 4:16:15 PM

Description/Analysis

Issue: Gateway Community Charters has leased rooms within the George Sim Community Center since November 1, 2011. This school benefits youth in the community. Staff recommends Council approve the proposed Third Amendment extending the lease term through June 30, 2017. The Department of Parks and Recreation will continue to provide other available space in the center for City operated programs, services, events, private rentals and community meetings.

The lease terms and insurance requirements were finalized with Gateway Charter School, which is administered through the Twin Rivers School District, at the beginning of the fall school semester. The lease continued on a month-to-month holdover basis and this amendment will extend the term for two years from July 1, 2015.

Policy Considerations: This recommendation is consistent with the provisions of the Sacramento City Code section 3.638.110E, which provides if the City Council finds it in the best interests of the City it may lease City-owned property without bidding to a nonprofit tax-exempt community organization with a membership comprised predominately of persons residing in the City limits, so long as the lease term does not exceed ten (10) years.

Economic Impact: None

Environmental Considerations:

> **California Environmental Quality Act (CEQA):** This project is exempt from the California Environment Equality Act (CEQA) under Section 15301, “Operation of existing public structures or facilities involving no expansion of use.”
>
> **Sustainability Considerations:** There are no sustainability considerations applicable to this action.
>
> **Other:** None
>
> **Commission/Committee Action:** None

Rationale for Recommendation: This action maximizes service delivery to the community through both City services provided at Sim Community Center together with those of Gateway Charter Schools. Lease revenues reduce operating expenses for the General Fund as well.

Financial Considerations: Lease revenue will be $5,800 per month or $69,600 annually, plus an option to use an additional room at a per day charge of $121.00. Revenue and expenses associated with this lease have been included in the FY2016 approved budget for the Department.
Local Business Enterprise (LBE): Not applicable.

Background

Over the past several years, the Parks and Recreation Department leased community centers and clubhouses in an effort to keep the centers utilized and offer programs and services to the surrounding communities.

Gateway Community Charters, Inc. is an independent non-profit agency that supports students, parents and the community through the conception, development, administration and governance of innovative, high quality, standards-based educational school choice options within the greater Sacramento region.

Gateway Community Charter has leased space within George Sim Community Center since November 1, 2011. The lease payments cover City utility and building service costs. Gateway Community Charters will be responsible for building repairs and maintenance in consideration of the waiver of building rent payments.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

APPROVING THE THIRD AMENDMENT TO THE LEASE FOR PORTION OF GEORGE SIM COMMUNITY CENTER WITH GATEWAY COMMUNITY CHARTERS

BACKGROUND

A. Sacramento City Code section 3.638.110E allows for the lease of City property without bidding when the lease is with a nonprofit tax-exempt community organization with a membership comprised predominately of persons residing in the City limits, so long as the lease term does not exceed ten (10) years.

B. On November 1, 2011, the City Council approved a Lease with Gateway Community Charters for rooms (the "Premises") within George Sim Community Center located at 6207 Logan Street for operation of a charter public school.

C. On August 14, 2012, the First Amendment to the Lease to add an additional room was executed.

D. On July 1, 2013, the Second Amendment to the Lease to extend the term by two years, to allow for Gateway Community Charters to use the Premises on certain Fridays, and to adjust the utilities and service costs accordingly.

E. Continued leasing of a portion of the George Sim Community Center to Gateway Community Charters will generate General Fund revenue to offset the City's utility and maintenance costs, and maximize use of the facility for the public's benefit.

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

Section 1. That it is in the best interest of the City, pursuant to Sacramento City Code section 3.268.110E, to lease a portion of the property located at 6207 Logan Street, commonly known as George Sim Community Center, to Gateway Community Charters, a non-profit community organization, without bidding.

Section 2. The City Manager or the City Manager's designee is authorized to execute the Third Amendment to the Lease with Gateway Community Charter School to extend the term by two years, from July 1, 2015 to June 30, 2017.

Section 3. The City Manager or the City Manager's designee is authorized to execute such additional documents and to take such additional actions necessary to implement the Lease.

Table of Contents:

Exhibit A - Third Amendment to a Lease at the George Sim Community Center

THIRD AMENDMENT TO LEASE
GEORGE SIM COMMUNITY CENTER

THIS THIRD AMENDMENT (the "Amendment") is made as of _____, 2015, by and between the **CITY OF SACRAMENTO**, a municipal corporation, ("CITY") and **GATEWAY COMMUNITY CHARTERS**, a California nonprofit public benefit corporation and public charter school ("ORGANIZATION").

RECITALS

A. The above-named parties entered into a Memorandum of Understanding and Lease Agreement (the "Principal Agreement") dated November 1, 2011 (City Agreement No. 2011-1484) for use of Rooms 400 and 900 within the building commonly known as the George Sim Community Center (the "Premises") for operation of a charter public school.

B. The First Amendment to the Principal Agreement added Room 300 as part of the "Premises" effective August 14, 2012, based on the date CITY permitted ORGANIZATION to exclusively occupy that room. ORGANIZATION made improvements to Room 300 to install a "smart board."

C. ORGANIZATION's rights under the Principal Agreement to Rooms 300, 400 and 900 are only Monday through Thursday. The Second Amendment to the Principal Agreement dated July 1, 2013 allowed ORGANIZATION to use one or more of these rooms on Fridays if CITY had not programmed an activity in that room on that date.

D. The Parties now desire to extend the Term of the Lease by two years.

NOW THEREFORE, it is mutually agreed between the Parties as follows:

1. **Lease Term**. Section 1, Term, of the Principal Agreement is amended to extend the term through June 30, 2017. All other terms and provisions in Section 1 shall remain unchanged.

2. **Entire Agreement**. This Amendment constitutes the entire agreement, and supercedes any prior written or oral agreements, between the Parties with respect to the matters contained herein. All other terms and conditions of the Principal Agreement not modified by this Amendment shall remain in full force and effect.

3. **Authorization**. Each individual executing this Amendment on behalf of any entity represents and warrants that he or she has been duly authorized to do so by the entity on whose behalf he or she executes this Amendment and said entity will thereby be obligated to perform the terms of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, this Third Amendment has been executed by CITY and ORGANIZATION as of the day and year first stated above.

CITY OF SACRAMENTO,
a municipal corporation

By: _____
Pamela Sloan, Interim Director
Department of Parks and Recreation
For: John F. Shirey, City Manager

Approved as to form:

By: _____
Senior Deputy City Attorney

Attest:

By: _____
City Clerk

GATEWAY COMMUNITY CHARTERS,
a California non-profit public benefit corporation
and public charter school

By: _____
Dr. Cindy Petersen
GCC Superintendent/CEO

City of SACRAMENTO 08
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00934

Title: Agreement: Fiscal Year 2015-16 Regional Crime Information Sharing Program

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee, to: 1) enter into a Memorandum of Understanding between the Sacramento County Sheriff's Department, the Sacramento Police Department, the Sacramento County Probation Department, and the following agencies: Citrus Heights Police Department, Elk Grove Police Department, Folsom Police Department, Galt Police Department and the Rancho Cordova Police Department to support the Sacramento Regional Crime Information Sharing Program (RCISP) in an amount not to exceed $150,213, from July 01, 2015, through June 30, 2016; 2) establish an externally funded project (E11006600) for the RCISP; and 3) adjust the necessary project expense and revenue budgets in an amount not to exceed $150,213.

Contact: Justin Eklund, Police Captain, Office of the Chief, (916) 808-0800; Ethan Hanson, Police Sergeant, Crime Analysis Unit, (916) 808-0509, Police Department

Presenter: None

Department: Police

Division: Crime Analysis

Dept ID: 11001331

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement

City Attorney Review

Approved as to Form
Michael Fry
10/15/2015 2:25:35 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 10/12/2015 9:45:23 AM

Description/Analysis

Issue: The Public Safety Realignment Law, created and passed into law as Assembly Bill 109 (AB 109), provides funding to California counties through Vehicle License Fees and a portion of the State sales tax. The purpose of AB 109 allows criminals convicted of non-violent, non-serious crimes, or non-sex-related offenses to serve their sentences in county jails instead of State prisons. The State of California requires each county to create a Community Corrections Partnership (CCP) to develop and recommend a plan for the distribution of AB 109 funds. The Sacramento Sheriff's Department (SSD) is the fiscal agent for the CCP. Through a Memorandum of Understanding (MOU), the CCP will reimburse the Sacramento Police Department (SPD) for the services of a regional crime analyst consultant. As outlined in the CCP's Fiscal Year (FY) 2015/16 Realignment Plan, the regional crime analyst consultant collects crime data and provides crime analysis for every law enforcement agency in Sacramento County. The CCP Realignment Plan will continue to support the purpose of the Regional Crime Information Sharing Program (RCISP) which is to enable the participating agencies to share crime data to analyze trends, build crime pattern predictions, and execute regional, as opposed to jurisdictional, response strategies.

Policy Considerations: The recommendations contained in this report are consistent with Sacramento City Code Section 3.04.020 requiring City Council approval to enter into agreements involving income or expenditures of $100,000 or more; and City Council Resolution 2015-0169 requiring City Council approval to establish an Externally Funded Program (EFP) of $100,000 or more.

Economic Impact: None.

Environmental Considerations: Not applicable.

> **California Environmental Quality Act (CEQA)**: This action concerns administrative and professional activities that will not have a significant impact on the environment, and therefore does not constitute a "project" as defined by the CEQA Guidelines, per Sections 15061(b)(3) and 15378(b)(2).

Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Approving these actions will allow the eight regional law enforcement agencies to work collaboratively to enhance response

strategies and use shared resources while enabling neighboring law enforcement agencies to better understand the crime patterns and behaviors that do not always follow jurisdictional boundaries.

Financial Considerations: The proposed MOU will not impact the General Fund operating budget. The SSD has allocated available CCP funds to reimburse SPD up to $150,213 for the FY 2015/16 RCISP activities.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO.

Adopted by the Sacramento City Council

[DATE]

Fiscal Year (FY) 2015/16 Regional Crime Information Sharing Program (RCISP)

BACKGROUND

A. The Public Safety Realignment Law, created and passed into law as Assembly Bill 109 (AB 109), provides funding to California counties through Vehicle License Fees and a portion of the State sales tax. The State requires each county to create a Community Corrections Partnership (CCP) to develop and recommend a plan for the distribution of AB 109 funds. The Sacramento Sheriff's Department (SSD) is the fiscal agent for the CCP.

B. In the CCP's FY 2015/16 Realignment Plan, AB 109 funds will continue to fund the RCISP. The purpose of the RCISP is to share crime data across jurisdictions in order to analyze trends, build crime pattern predictions, and execute regional response strategies while sharing resources. The CCP will reimburse the Sacramento Police Department for the services of a Regional Crime Analyst consultant that will provide crime analysis services for the eight participating regional agencies.

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

Section 1. The City Manager, or the City Manager's designee, is authorized to enter into a Memorandum of Understanding (MOU) amongst the Sacramento County Sheriff's Department (SSD), the Sacramento Police Department (SPD), the Sacramento County Probation Department (SCPD), the Citrus Heights Police Department (CHPD), the Elk Grove Police Department (EGPD), the Folsom Police Department (FPD), the Galt Police Department (GPD), and the Rancho Cordova Police Department (RCPD) for an amount not to exceed $150,213.

Section 2. The City Manager, or the City Manager's designee, is authorized to establish an Externally Funded Program (EFP) (E11006600) for the FY 2015/16 RCISP.

Section 3. The City Manager, or the City Manager's designee, is authorized to adjust the appropriate EFP revenue and expense budgets up to $150,213.

THIRD RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR THE SACRAMENTO REGIONAL CRIME INFORMATION SHARING PROGRAM

I. PARTIES

The Sacramento Regional Crime Information Sharing Program (Program) is funded by Fiscal Year 2015-16 AB 109 Public Safety Realignment Funds.

This Memorandum of Understanding (MOU) is entered into by and between the Sacramento County Sheriff's Department (SSD), the Sacramento Police Department (SPD), the Sacramento County Probation Department (Prob) and the following agencies: Citrus Heights Police Department (CHPD), Elk Grove Police Department (EGPD), Folsom Police Department (Folsom), Galt Police Department (Galt) and the Rancho Cordova Police Department (RCPD).

The Agencies may be referred to collectively as "Parties" or in the singular as "Party", as the context requires. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.

II. MISSION

To share law enforcement crime data regionally to better understand crime trends and locations to be better equipped to respond through communication and collaboration of resources.

III. OVERVIEW

Law enforcement agencies in the Sacramento region are challenged with fighting crime with limited resources. As a result, the eight law enforcement agencies in Sacramento County face the challenge of deploying patrol resources and crime prevention units in the most high yield manner possible, focusing on those locations and times when crimes are most likely to occur. One of the means to resolve this issue is to create a regional information sharing crime analyst position where participating agencies could share crime data in order to analyze trends, build crime pattern predictions and execute regional – as opposed to jurisdictional – response strategies while collaborating with resources. All parties will share their crime information for a regional approach to recognizing trends and collaborating on solutions.

IV. PURPOSE

The purpose of this MOU is to delineate the responsibilities of the Parties, maximize inter-agency cooperation and formalize relationships between member agencies. This MOU will also formalize the dispersal of AB 109 funds from the SSD to SPD for a Regional Crime Analyst and Analytical hardware/software/data

translation service as outlined in the Long Term Community Corrections Partnership (CCP) Public Safety Realignment Plan (Plan) approved on May 1, 2014 by the CCP and accepted by the Board of Supervisors on May 28, 2014.

V. IMPLEMENTATION

One Crime Analyst consultant will be hired by SPD in Fiscal Year 2015-16 to be reimbursed by SSD. SPD will assume responsibility for all contract supervision, supervision of the contract position and costs for this program.

SPD will be responsible for all costs, associated with this position and agrees to assume all costs that are not covered by funds pre-approved by this MOU. SPD shall submit quarterly invoices to SSD. All invoices must include back-up documentation. SPD agrees to invoice SSD quarterly within 30 days of the end of the previous quarter. For example, invoices for the quarter of January-March will be due to SSD no later than April 30th. Invoices received more than 30 days following the end of the quarter will not be reimbursed, and all costs shown on such invoices will be the responsibility of the agency submitting the invoice. Invoices received more than 30 days after the close of the program (July 30th), will not be reimbursed.

SPD will also purchase the analytic software outlined in the Plan and deploy to all agencies participating in the Program at no cost to them. SPD will include the costs of the analytic software when invoicing SSD for reimbursement as part of the costs of this program.

Agencies using the analytic software will have the ability to use the software to enter data into the system or to run reports which may require training and staffing by the agency if desired.

Cost for the Crime Analyst consultant and all analytical software approved by the Plan and purchased/deployed by SPD shall be reimbursed pursuant to Exhibit A.

VI. SCOPE

Crime Analyst Consultant

This consultant will collect crime data from every agency in Sacramento County to perform the following objectives:

Conduct research and strategic crime analysis to identify crime patterns and trends; analyze long term crime patterns and trends using probability studies and complex statistical analyses; develop and test hypotheses; develop victim and suspect profiles; forecast future criminal activity; prepare strategic action plans; assist operations and management personnel in planning deployment of resources; make written and oral presentations; conduct tactical crime analyses, identify current crime series and hot spots; prepare tactical action plans; gather data on criminal activity, probation and parole information to study and analyze past and existing crime series, patterns and trends; use and maintain general and specialized computer applications to gather, categorize and analyze crime

data as well as assist in dissemination of information pertinent to law enforcement; coordinate and participate in regional meetings of law enforcement management and crime analysis professionals to share information on crime patterns, risk analysis of known offenders, new methodologies and developing tools.

This consultant will also prepare verbal and written reports for the Community Corrections Partnership (CCP) as required and as requested by any of the parties. This consultant will participate on the CCP Data Committee on processes and procedures for the collection and dissemination of data.

Participating Agencies

All participating agencies agree to enter their data and share with the other Parties to facilitate inter-agency collaboration. The software will offer analytical tools, data integration, mapping and reporting capabilities to crime investigations and intelligence analysis, regional and national crime data sharing and analysis for law enforcement and a web-based crime mapping system and automated extraction of offense data into the ATAC (Automated Tactical Analysis of Crime) Analytical Structure.

VII. TERM

The effective term of this MOU shall be for the period July 1, 2015 through June 30, 2016. This MOU shall become effective as of the last date of execution by the parties as set out above. This term may be extended each fiscal year to the extent that funding is included within the local CCP plan and approved by the Board of Supervisors. Any such extension shall be in writing and SSD shall have authority to execute such extension in an amount not to exceed that funded by the local plan and approved by the Board of Supervisors. Either party may terminate this MOU upon giving written notice to the other party not less than ninety (90) calendar days prior to the effective date of termination specified in the notice. Such notice will be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

To SSD: SACRAMENTO COUNTY SHERIFF'S DEPARTMENT
ATTN: CORRECTIONS ACCOUNTING
711 G STREET, ROOM 405
SACRAMENTO, CA 95814

To SPD: SACRAMENTO POLICE DEPARTMENT
ATTN: FISCAL OPERATIONS
5770 FREEPORT BLVD., SUITE 100
SACRAMENTO, CA 95822

VIII. NO JOINT VENTURE

This MOU shall not create between the Agencies a joint venture, partnership or any other relationship of association.

IX. NO GRANT OF AGENCY

Except as the Agencies may specify in writing, none of the Agencies shall have authority, express or implied, to act on behalf of the other Agency in any capacity whatsoever as an agent. None of the Agencies shall have any authority, express or implied, pursuant to this MOU, to bind the other Agencies to any obligation whatsoever.

X. NON-WAIVER

Waiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this MOU.

XI. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Agencies, and supercedes any and all oral or written communications by and between the Agencies.

No waiver, alteration or modification of this MOU shall be valid unless made in writing and signed by all Agencies. In the event of a conflict between this MOU and any other agreement or understanding executed by the Agencies subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

XII. LIABILITY AND INDEMNITY

Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, employees, or volunteers in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate or willful acts of any agency, or any of its agents, officers, or employees in its, or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The agencies shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to

any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The responsibilities in this section shall survive the termination or expiration of the MOU.

XIII. INSURANCE OR SELF-INSURANCE

Each Agency, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency agrees to provide the other thirty (30) days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

XIV. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the law of the State of California, the state in which this MOU was signed. The parties further agree that venue for any dispute regarding this MOU shall be in Sacramento California.

XV. ASSIGNMENT PROHIBITED

No Agency may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

XVI. SEVERABILITY

If any term, covenant or condition of this MOU is held to by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

XVII. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed the original, but all of which together shall constitute but one and the same instrument.

XVIII. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

XIV. AMBIGUITIES

The Agencies have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against any Agency.

XV. SIGNING AUTHORITY

The persons executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Agencies, and to bind their respective Agencies to the terms of this MOU.

XVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

Signatures on the pages to follow:

_____

SCOTT R. JONES, Sheriff
Sacramento Sheriff's Department

_____

Samuel D. Somers, Jr., Chief of Police
Sacramento Police Department

_____

Lee Seale, Chief Probation Officer
Probation Department

_____

Chris Boyd, Chief of Police
Citrus Heights Police Department

_____

Robert Lehner, Chief of Police
Elk Grove Police Department

_____

Cynthia Renaud, Chief of Police
Folsom Police Department

_____

Dan Drummond, Chief of Police
Galt Police Department

_____
Michael Goold, Chief of Police
Rancho Cordova Police Department

EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
and the CITY OF SACRAMENTO, hereinafter referred to as "City"

AB 109 REIMBURSEMENT

I. MAXIMUM PAYMENT TO SPD

The SSD will reimburse the SPD in an amount not to exceed $150,213 for the services of a regional crime analyst consultant and related analytical software licenses and technical support.

II. TERM

July 1, 2015– June 30, 2016

III. ONGOING COST

This MOU may be amended in subsequent fiscal years when the CCP approves a local Plan that includes funding for this program and it has been approved by the Board of Supervisors.

IV. INVOICE FORMAT

Invoices shall contain the following information:

- Invoice number
- Name of Program
- Billing Period
- Number of Hours
- Rate
- Total Amount Due

SPD shall invoice SSD on a quarterly basis for the services provided on behalf of the Sacramento Regional Crime Information Sharing Program

IV. PAYMENT PROCESSING

Mail invoices to:

SACRAMENTO COUNTY SHERIFF'S DEPARTMENT
ATTN: CORRECTIONS ACCOUNTING
711 G STREET, ROOM 405
SACRAMENTO, CA 95814

Mail payments to:

SACRAMENTO POLICE DEPARTMENT
ATTN: FISCAL OPERATIONS
5770 FREEPORT BLVD., SUITE 100
SACRAMENTO, CA 95822

City of SACRAMENTO 09
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00935

Title: Grant: Fiscal Year 2015 COPS Hiring Program (CHP)

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee to: 1) accept grant funding in the amount of $1.875 million from the United States Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) for the Fiscal Year (FY) 2015 COPS Hiring Program (CHP) grant; 2) establish an operating grant project for the CHP grant (G11014400); 3) adjust revenue and expenditure budgets in the CHP grant project by $1.875 million; 4) increase the Police Department's authorized staffing by 15 Full Time Equivalent (FTE) police officer positions; and 5) evaluate options to fulfill the match and retention requirements, and present those options to the City Council for consideration as part of the FY2016/17 budget development process.

Contact: Scott Pettingell, Police Administrative Manager, (916) 808-0909, Police Department

Presenter: None

Department: Police

Division: Fiscal Operations

Dept ID: 11001021

Attachments:

1-Description/Analysis

2-Resolution

City Attorney Review

Approved as to Form
Michael Fry
10/15/2015 2:51:36 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 10/12/2015 9:45:12 AM

Description/Analysis

Issue: The United States Department of Justice (DOJ), Office of Community Policing Services (COPS) awarded the Sacramento Police Department (SPD) $1.875 million in funding for the Fiscal Year (FY) 2015 COPS Hiring Program (CHP) grant. This award will partially fund the addition of 15 Full Time Equivalent (FTE) police officer positions over a three-year period and requires that agencies fund and retain these positions for a minimum of one additional year.

Policy Considerations: The recommendations contained in this report are consistent with City Council Resolution 2015-0169 which requires Council approval to accept grant funding if: 1) the grant award is in excess of $100,000; 2) the grant results in a change in the number of authorized FTE positions; and 3) matching funds are required from local resources.

Economic Impact: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): As defined in the CEQA Guidelines, this proposal does not constitute a “project” and is therefore exempt, per Sections 15061(b)(3) and 15378(a).

Sustainability Considerations: None.

Commission/Committee Action: None.

Rationale for Recommendation: Acceptance of the FY2015 CHP grant will allow the SPD to hire 15 new officers. These additional positions will increase sworn staffing from 739 to 754 positions. The additional officers will support efforts to reduce gun violence while further expanding community policing and crime prevention strategies. In addition, this recommendation is consistent with the goal of providing two police officers per 1,000 residents by 2035.

Financial Considerations: The $1.875 million award will provide funding to partially support the entry-level salary and fringe benefits for 15 full-time police officers, up to $125,000 per position, for the three-year grant period. The award includes the following requirements: 1) the City must contribute a minimum match of 25 percent in local funds to support the salary and fringe benefits of the newly-hired officers; 2) salary and fringe benefits costs in excess of the federal

share must also be supported with local resources; 3) the City must retain each grant-funded position for a minimum of one year immediately following the grant period; and 4) the City's local contribution must increase each year. The total estimated cost for 15 entry-level police officers for the four-year period is $7.477 million, which is inclusive of a $5.602 million local contribution. The grant funds must be used to supplement, not supplant or replace, the total amount of funds previously authorized in the City's operating budget.

Following is a summary of the grant funding, match, and retention requirements:

	Grant Funding Period			Retention	Total
	Year 1	*Year 2*	*Year 3*	*Year 4*	
Grant Award	656,250	625,005	593,745	-	1,875,000
25% Match	218,750	208,335	197,915	-	625,000
Additional Required	707,920	920,925	1,217,785	2,131,710	4,977,711
Total Local Share	926,670	1,128,630	1,415,700	2,131,710	5,602,711
Total	1,582,921	1,753,635	2,009,445	2,131,710	7,477,711

Following is a summary of the grant by position including a detailed explanation of labor cost assumptions:

	Grant Funding Period			Retention	Total
	Year 1	*Year 2*	*Year 3*	*Year 4*	
Grant Award	43,750	41,667	39,583	-	125,000
25% Match	14,583	13,889	13,194	-	41,667
Additional Required	47,195	61,353	81,186	142,114	331,847
Total Local Share	61,778	75,242	94,380	142,114	373,514
Total	105,528	116,909	133,963	142,114	498,514

The first year cost per officer is $105,528. The grant reimbursement is $43,750; the required local match totals $14,583, leaving an additional required local contribution of $47,195.

The second year cost per officer is $116,909. The grant reimbursement decreases to $41,667, which also decreases the required local match to $13,889. The additional required local contribution increases to $61,353.

The third year cost per officer totals $133,963. The grant reimbursement decreases to $39,583, which also decreases the required local match to $13,194. The additional local contribution increases to $81,186.

The fourth year costs are a required 12-month retention period for each position with a per officer cost of $142,114.

Additional financial considerations include equipping officers and additional vehicles. The SPD has adequate funding in its operating budget to equip the new officers. Any additional fleet requirements will be presented to City Council as part of the FY 2016/17 budget development process.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO.

Adopted by the Sacramento City Council

[DATE]

GRANT: FISCAL YEAR 2015 COPS HIRING PROGRAM (CHP)

BACKGROUND

A. The United States Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) has awarded $1.875 million in Fiscal Year 2015 COPS Hiring Program (CHP) grant funding. This award will fund the addition of 15 Full Time Equivalent (FTE) police officer positions.

B. This award will provide funding to support the entry-level salary and fringe benefits for 15 full-time police officers, up to $125,000 per position for the three-year period.

C. The award requires that the City contribute a minimum match of 25 percent in local funds; salary and fringe-benefits in excess of the federal award must be supported with local resources; each position must be retained for a minimum of one year after the three-year grant period; and the amount of local funds contributed must increase each year.

D. The additional officers will support efforts to reduce gun violence while expanding community policing and crime prevention strategies. In addition, this recommendation is consistent with the goal of providing two police officers per 1,000 residents by 2035.

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

Section 1. The City Manager, or the City Manager's designee, is authorized to accept grant funding in the amount $1.875 million from the DOJ COPS Office for the FY15 CHP grant;

Section 2. The City Manager, or the City Manager's designee, is authorized to establish an operating grant project for the CHP grant (G11014400);

Section 3. The City Manager, or the City Manager's designee, is authorized to adjust the necessary revenue and expense budgets in the CHP grant project by $1.875 million;

Section 4. The City Manager, or the City Manager's designee, is authorized to increase the Police Department's authorized staffing by 15 FTE police officer positions; and

Section 5. The City Manager, or the City Manager's designee, will evaluate options to fulfill the match and retention requirements, and present those options to the City Council for consideration as part of the FY2016/17 budget development process.

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00941

Title: Grant: Fiscal Year 2015 Body-Worn Camera Pilot Implementation Program

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee, to: 1) accept $599,756 in grant funding from the United States Department of Justice, Bureau of Justice Assistance (BJA) for the Fiscal Year 2015 Body-Worn Camera Pilot Implementation Program (BWC PIP) grant with a 24-month program period of October 1, 2015 through September 30, 2017; 2) establish an operating grant project (G11014500) for the BWC PIP; 3) adjust the necessary revenue and expense budgets in the BWC PIP grant project (G11014500) by $599,756; 4) adjust necessary grant (G11014500) and Police Department expense budgets to reflect in-kind match requirements throughout the grant period; 5) increase Police Department staffing by two Information Technology Support Specialist Full Time Equivalent (FTE) positions; 6) evaluate options for body camera solutions and cash match funding requirements, and present those options to the City Council for consideration; and 7) evaluate ongoing funding options to continue the BWC program upon conclusion of the grant and present those options to the City Council for consideration.

Contact: Kevin Gardner, Police Captain, Metro Division, (916) 808-0701; Justin Risley, Police Lieutenant, Metro Division, (916) 808-6140, Police Department

Presenter: None

Department: Police

Division: Fiscal Operations

Dept ID: 11001021

Attachments:

1-Description/Analysis

2-Resolution

City Attorney Review

Approved as to Form
Michael Fry
10/21/2015 3:29:52 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 10/13/2015 9:58:02 AM

Description/Analysis

Issue: The United States Department of Justice, Bureau of Justice Assistance has awarded the Sacramento Police Department (SPD) $599,756 in funding for the 2015 Body-Worn Camera Pilot Implementation Program (BWC PIP) grant. The grant award requires a 50 percent grant match up to the total grant award of $599,756 and has a performance period of October 1, 2015 through September 30, 2017. The intent of this award is to help develop, implement and evaluate a BWC program as one tool in a comprehensive problem-solving approach to enhance officer interactions with the public and build community trust.

Policy Considerations: The recommendations contained in this report are consistent with City Council Resolution 2015-0169, which requires Council approval to accept grant funding if: 1) the grant award is in excess of $100,000; 2) the grant requires a match from local resources; and 3) the grant results in a change in the number of authorized full-time equivalent (FTE) positions.

Economic Impact: Not applicable.

Environmental Considerations:

California Environmental Quality Act (CEQA): As defined in the CEQA Guidelines, this proposal does not constitute a “project” and is therefore exempt, per Sections 15061(b)(3) and 15378(a).

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: Law enforcement agencies across the country are using BWCs as a tool to improve law enforcement interactions with the public by providing a visual and audio record of interactions. Additional benefits of a BWC program include strengthened accountability and transparency as well as assisting in the de-escalation of conflicts, resulting in more constructive encounters between the police and community.

This grant award will assist the SPD in developing and implementing policies and practices related to the deployment of BWCs, purchasing and maintaining camera systems and equipment, storing data, and evaluating data access and privacy considerations.

Financial Considerations: The total estimated cost to develop, implement and evaluate a BWC program over the next 24 months is approximately $1.5 million. The $599,756 grant award will provide funding for BWCs, docking stations and servers for data storage. Additionally, it will partially fund the salary and benefit costs of two Information Technology Support Specialist positions. These positions will be responsible for coordinating the initial implementation and deployment of the technology, technical support, inventory management, and ensuring equipment maintenance. The grant requires an in-kind or cash match equal to 50 percent of the total project cost up to the total grant award ($599,756). The SPD estimates that $936,358 ($76,649 in-kind and $859,709 cash) in matching funds are necessary over the two year grant period to successfully implement the BWC program. The in-kind match requirement of $76,649 will be funded from existing SPD budget resources and represents time incurred by SPD staff to manage and implement the grant.

The cash match estimate of $859,709 will partially fund technology support staff, grant mandated training, BWC equipment and video storage. The final cash match requirement is dependent on the cost of the selected BWC and data storage solution. Upon selection of final BWC and data storage solution, staff will return to City Council to seek approval for the purchase. Staff has identified $879,929 in FY2014/15 Measure U savings for the required cash match. Approval of the cash match will be presented to City Council as part of the FY2015/16 Mid-Year Budget Report when audited year-end results are available.

Additional considerations include the continuity of the BWC Program upon conclusion of the grant award. Ongoing funding will be required to fund technology staff, video data storage, and replace outdated, damaged, or malfunctioning equipment. The SPD estimates that an additional $665,000 is required on an ongoing basis to continue the BWC program after the end of the grant award.

Following is a summary of the BWC PIP grant including match and ongoing cost requirements:

BWC PIP Grant 24 Month Project (Oct. 2015 – Sep. 2017)	New FTE	Grant	In-Kind Match	Cash Match *	Total		Est. Ongoing Annual Cost After Grant
Personnel & Fringe							
Information Technology Support Specialists (New FTE)	2.00	250,956	-	62,738	313,694		209,129
Sr. Systems Engineer (Reclass)	-	-	-	73,047	73,047		-
Program Manager (1.00 Lieutenant)	-	-	61,517	-	61,517		-
Fiscal Manager (1.00 Program Analyst)	-	-	9,948	-	9,948		-
Deployment/Sustainment Team (2.00 Officers)	-	-	5,184	-	5,184		-
Travel/Training	-	-	-	4,564	4,564		-
Equipment	-	348,800	-	21,000	369,800		36,980
Data Storage	-	-	-	698,360	698,360		419,016
Total	2.00	599,756	76,649	859,709	1,536,114		665,125

** Equipment and data storage calculations are based on preliminary estimates. Staff will return to Council with final match estimates once camera solution and vendor are identified.*

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO.

Adopted by the Sacramento City Council

[DATE]

FISCAL YEAR 2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM GRANT

BACKGROUND

A. The United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA) has awarded the Sacramento Police Department (SPD) $599,756 in funding for 2015 Body-Worn Camera Pilot Implementation Program (BWC PIP) grant to help develop, implement, and evaluate a BWC program. The award requires a 50 percent grant match up to the total grant award of $599,756 and has a performance period of October 1, 2015 through September 30, 2017.

B. The total estimated cost to develop, implement, and evaluate a BWC program over the next 24 months is approximately $1.5 million. The $599,756 grant award will provide partial funding for program implementation. Matching funds are necessary over the two year grant period to successfully implement the BWC program ($76,649 in-kind and $859,709 cash). The final cash match requirement is dependent on the cost of the selected BWC and data storage solution. Upon selection of final BWC and data storage solution, staff will return to City Council.

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

Section 1. The City Manager, or the City Manager's designee, is authorized to accept $599,756 in grant funding from the DOJ BJA, for the 2015 BWC PIP grant;

Section 2. The City Manager, or the City Manager's designee, is authorized to establish an operating grant project for the BWC PIP grant (G11014500);

Section 3. The City Manager, or the City Manager's designee, is authorized to adjust the necessary revenue and expense budgets in the BWC PIP grant project by $599,756;

Section 4. The City Manager, or the City Manager's designee, is authorized to adjust necessary grant and Police Department expense budgets to reflect in-kind match requirements throughout the grant performance period;

Section 5. The City Manager, or the City Manager's designee, will increase Police Department staffing by two Information Technology Support Specialist Full Time Equivalent (FTE) positions;

Section 6. The City Manager, or the City Manager's designee, will evaluate body camera solutions and options to fulfill the cash match requirements, and present those options to the City Council for consideration; and

Section 7. The City Manager, or the City Manager's designee, will evaluate ongoing funding options to continue the BWC program upon conclusion of the grant and present those options to the City Council for consideration.

11

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00837

Title: Ordinance Amending Chapter 5.154 of the City Code Relating to the Reduction of Single-Use Plastic and Paper Bags (Passed for Publication 10/20/2015; Published 10/23/2015)

Location: Citywide

Recommendation: Pass an Ordinance amending Chapter 5.154 of the City Code relating to the reduction of single-use plastic and paper bags.

Contact: Erin Treadwell, Program Manager, (916) 808-4934, Department of Public Works

Presenter: None

Department: Public Works Department
Division: RSW Admin Services
Dept ID: 15005711
Attachments:
1-Description/Analysis
2-Ordinance Amendment (Redline)
3-Ordinance Amendment (Clean)

City Attorney Review

Approved as to Form
Audreyell A. Anderson
10/14/2015 2:30:22 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/9/2015 10:45:07 AM

Description/Analysis

Issue Detail: On March 31, 2015, the City Council passed Ordinance No. 2015-0007 ((Single-Use Plastic and Paper Bag Ordinance), which prohibits certain stores from distributing single-use plastic bags and requires a minimum $.10 fee on recycled paper bags and reusable bags made available at the point of sale beginning January 1, 2016.

The recommended amendment makes clear that the $.10 fee does not apply to product bags. Product bags are bags made of paper or plastic, don't have handles, and are provided to a customer to:

1. Transport produce, bulk food, or meat from a produce, bulk food, or meat department within a store to the point of sale;
2. Hold a prescription medication dispensed from a pharmacy; or
3. Segregate food or merchandise that could be damaged or that could damage or contaminate other food or merchandise when placed together in one bag.

The Single-Use Plastic and Paper Bag Ordinance exempted plastic bags of this type from the $.10 fee, but paper bags of this type (e.g. pharmacy prescription bags, small paper bags that hold greeting cards, etc.) were not exempt from the fee. This amendment will ensure both types of product bags are exempt.

Policy Considerations: The recommended amendment supports the City's Climate Action Plan goal to achieve 75 percent diversion of solid waste by 2020, and work toward becoming a "zero waste" community by 2040.

Economic Impacts: Not Applicable

Environmental Considerations: This amendment preserves the intention of the Single-Use Plastic and Paper Bag Ordinance to mitigate the environmental impacts associated with single-use plastic bags and encourages consumers to use reusable shopping bags.

California Environmental Quality Act (CEQA): In accordance with CEQA Guidelines Section 15081, the City as Lead Agency, determined that an Environmental Impact Report (EIR) should be prepared for the Single-Use Plastic and Paper Bag Ordinance. The EIR analyzed the potential impacts at project level detail. The following were analyzed for potential impacts: air quality, global climate change, hydrology/water quality, public utilities and services. The EIR determined that all impacts would be either less than significant or beneficial and thus no mitigation measures are required to reduce impacts to a less than significant level. Further, the proposed project would not result in any significant and unavoidable impacts necessitating a statement of overriding considerations. Therefore, this project does not contain a Mitigation Monitoring Plan (MMP) as no mitigation measures were identified within the Draft EIR for this project.

A Notice of Completion (NOC) and copies of the Draft EIR were distributed to the Office of Planning and Research on March 20, 2014 (SCH 2013122031). The 45-day public comment period began on March 20, 2014 and ended on May 5, 2014. A public notice was placed in the Daily Recorder on March 17, 2014 which stated that the Draft EIR was available for public

review and comment. A public notice was posted in the office of the Sacramento County Clerk on March 19, 2014.

Following closure of the public comment period, no comments were received on the Draft EIR. The Draft EIR and Final EIR are available on the Community Development Department's webpage at: http://portal.cityofsacramento.org/Community-Development/Planning/Environmental/Impact-Reports.aspx.

Sustainability: See Policy and Environmental Considerations above.

Commission/Committee Action: On September 8, 2015 the Law and Legislation Committee passed a Motion approving and forwarding the Ordinance amendments to City Council.

Rationale for Recommendation: The current Ordinance potentially subjects small paper bags used for the purposes under the exemption to the $.10 fee requirement. Providing a new definition that characterizes the bags subject to the exemption will help retailers and consumers to better understand what bags are banned, exempt, or subject to the minimum $.10 fee.

Financial Considerations: Funding for the public education and compliance activities stipulated by this Ordinance is included in the FY2015/16 Recycling and Solid Waste Division operating budget (Fund 6007).

Local Business Enterprise (LBE): Not applicable

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE AMENDING SECTIONS 5.154.020 AND 5.154.040 OF THE SACRAMENTO CITY CODE RELATING TO THE REDUCTION OF SINGLE-USE PLASTIC AND PAPER BAGS

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

A. Section 5.154.020 of the Sacramento City Code is amended as follows:

1. A new definition is added for "product bag" to read as follows:

"Product bag" means a bag without handles, made of any material, and provided to a customer to:

1. Transport produce, bulk food, or meat from a produce, bulk food, or meat department within a store to the point of sale;

2. Hold a prescription medication dispensed from a pharmacy; or

3. Segregate food or merchandise that could be damaged-, or that could damage or contaminate other food or merchandise, when placed together in one bag.

2. The definition of "single-use plastic bag" is amended to read as follows:

"Single-use plastic bag" means any bag made of plastic derived from either petroleum or a biologically-based source, such as corn or other plant sources, which is provided to a customer at the point of sale. The term includes compostable and biodegradable bags. The term does not include reusable bags or product bags without handles provided to a customer to:.

1. Transport produce, bulk food, or meat from a produce, bulk food, or meat department within a store to the point of sale;

2. Hold a prescription medication dispensed from a pharmacy; or

~~3. Segregate food or merchandise that could be damaged or that could damage or contaminate other food or merchandise when placed together in one bag.~~

B. Except as amended by subsection A above, all provisions of section 5.154.020 remain unchanged and in full effect.

SECTION 2.

Section 5.154.040 of the Sacramento City Code is amended to read as follows:

5.154.040 Permitted bags.

Stores shall make available to customers only recycled paper bags, ~~or~~ reusable bags, or product bags for the purpose of carrying away goods or other materials from the point of sale, subject to the terms of this chapter. Nothing in this chapter prohibits customers from using bags of any type that they bring to the store themselves or from carrying away goods that are not placed in a bag in lieu of using bags provided by the store.

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE AMENDING SECTIONS 5.154.020 AND 5.154.040 OF THE SACRAMENTO CITY CODE RELATING TO THE REDUCTION OF SINGLE-USE PLASTIC AND PAPER BAGS

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

A. Section 5.154.020 of the Sacramento City Code is amended as follows:

1. A new definition is added for "product bag" to read as follows:

"Product bag" means a bag without handles, made of any material, and provided to a customer to:

1. Transport produce, bulk food, or meat from a produce, bulk food, or meat department within a store to the point of sale;

2. Hold a prescription medication dispensed from a pharmacy; or

3. Segregate food or merchandise that could be damaged, or that could damage or contaminate other food or merchandise, when placed together in one bag.

2. The definition of "single-use plastic bag" is amended to read as follows:

"Single-use plastic bag" means any bag made of plastic derived from either petroleum or a biologically-based source, such as corn or other plant sources, which is provided to a customer at the point of sale. The term includes compostable and biodegradable bags. The term does not include reusable bags or product bags.

B. Except as amended by subsection A above, all provisions of section 5.154.020 remain unchanged and in full effect.

SECTION 2.

Section 5.154.040 of the Sacramento City Code is amended to read as follows:

5.154.040 Permitted bags.

Stores shall make available to customers only recycled paper bags, reusable bags, or product bags for the purpose of carrying away goods or other materials from the point of sale, subject to the terms of this chapter. Nothing in this chapter prohibits customers from using bags of any type that they bring to the store themselves or from carrying away goods that are not placed in a bag in lieu of using bags provided by the store.

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00887

Title: Transfer of Funds to the Mack Road and Summersdale Drive Traffic Signal Project (T15144300)

Location: District 8

Recommendation: Pass a Resolution transferring $162,000 (Fund 2025) from the FY2016 Traffic Signal Project (T15164300) to the Mack Road and Summersdale Drive Traffic Signal Project (T15144300).

Contact: Cecilyn Foote, Associate Civil Engineer (916) 808-6843; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID:

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (Location Map)

City Attorney Review

Approved as to Form
Gerald Hicks
10/14/2015 12:36:59 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/7/2015 1:55:56 PM

Description/Analysis:

Issue: The City typically constructs one or two traffic signals per year through the Capital Improvement Program (CIP) based on available funding. The selection of new traffic signals is based on rankings in the Transportation Programming Guide (TPG). The top-ranked project on the Traffic Signal Priority List in the 2014 TPG is Mack Road and Summersdale Drive.

Prior to the approval of the 2014 TPG, the budget for the FY2014 Traffic Signal Project was adopted by the City Council as part of the FY14/15 Capital Improvement Program. Mack Road and Summersdale Drive was later identified as the location of the FY2014 Traffic Signal Project. A cost estimate for the installation of a new traffic signal at this location was prepared and it was determined that there was a budget shortfall. Transferring funds in the amount of $162,000 is needed to cover the shortfall and deliver the project.

Policy Considerations: The action requested herein is consistent with the City of Sacramento General Plan goals of promoting safety and enhancing livability and sustainability.

Environmental Considerations:

California Environmental Quality Act (CEQA): The transfer of funds is not subject to the provisions of the CEQA. Under CEQA general rule 15061-B-3, CEQA applies only to projects which have the potential for causing a significant effect on the environment. These actions will have no effect on the environment, thus are not subject to CEQA.

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.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The transfer of funds is necessary to deliver this project.

Financial Considerations: The total estimated project cost for the Mack Road and Summersdale Drive Traffic Signal Project (T15144300) is $572,000. As of September 25, 2015, the Mack Road and Summersdale Drive Traffic Signal Project (T15144300) has a total budget of $410,000. Approval of the transfer or $162,000 (Fund 2025) from the FY2016 Traffic Signal Project (T15164300) to the Mack Road and Summersdale Drive Traffic Signal Project (T15144300) will bring the total budget to $572,000 and the unobligated balance to $548,972, which is sufficient to complete the project.

As of September 25, 2015, the FY2016 Traffic Signal Project (T15164300) has a total budget of $400,000 and an unobligated balance of $400,000, which is sufficient to complete the transfer of $162,000 (Fund 2025) to the Mack Road and Summersdale Drive Traffic Signal Project (T15144300). The remaining funding in the FY2016 Traffic Signal Project (T15164300) will be transferred to the FY2017 Traffic Signal Project once the project is established in the next fiscal year.

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

Local Business Enterprise (LBE): No goods or services are being procured with this action.

RESOLUTION NO.

Adopted by the Sacramento City Council

MACK ROAD AND SUMMERSDALE DRIVE TRAFFIC SIGNAL (T15144300) – TRANSFER OF FUNDS

BACKGROUND

A. The City typically constructs one or two traffic signals per year through the Capital Improvement Program (CIP), based on available funding. The location of the new traffic signal is based on rankings in the Transportation Programming Guide (TPG). The top-ranked project on the Traffic Signal Priority List in the 2014 TPG is Mack Road and Summersdale Drive.

B. Prior to the approval of the 2014 TPG, the budget for the FY2014 Traffic Signal Project was adopted by City Council as part of the FY14/15 Capital Improvement Program. Mack Road and Summersdale Drive was later identified as the location of the FY2014 Traffic Signal Project. A cost estimate for the installation of a new traffic signal at this location was prepared and it was determined that there was a budget shortfall. Transferring funds in the amount of $162,000 is needed to cover the shortfall and deliver the project.

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

Section 1. The FY2015/16 Capital Improvement Program budget is amended by transferring $162,000 (Fund 2025) from the FY2016 Traffic Signal Project (T15164300) to the Mack Road and Summerdale Drive Traffic Signal Project (T15144300).

Section 2. Exhibit A is incorporated into and made part of this Resolution.

Table of Contents:

Exhibit A Location Map

EXHIBIT A

Location Map For:

MACK ROAD AND SUMMERSDALE DRIVE TRAFFIC SIGNAL PROJECT (PN: T15144300)

City of SACRAMENTO
Department of Public Works

Date: October 10, 2014

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00895

Title: Contract: Vinci Avenue Bridge and Roadway Improvements Project (T15125500)

Location: District 2

Recommendation: Pass a Resolution: 1) approving the Plans and Specifications for the Vinci Avenue Bridge and Roadway Improvements Project (T15125500); 2) transferring $235,208 (Fund 2001) from the Major Street Improvement Project (T15148000) to the Vinci Avenue Bridge and Roadway Improvements Project (T15125500); 3) transferring $73,111 (Fund 2001) from the Major Street Improvement Project (T15158000) to the Vinci Avenue Bridge and Roadway Improvements Project (T15125500); and 4) awarding a construction contract to All American Construction Inc. for an amount not to exceed $258,635.

Contact: Philip Vulliet, Associate Civil Engineer, (916) 808-5092; 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-Resolution
3-Exhibit A (Location Map)
4-Exhibit B (Signed Plans)
5-Exhibit C (Bid Package)
6-Exhibit D (Maintenance Plans)
7-Exhibit E (Signed Contract)

City Attorney Review

Approved as to Form
Gerald Hicks
10/20/2015 10:55:48 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/7/2015 6:49:53 AM

Description/Analysis

Issue Detail: The construction contract for the Vinci Avenue Bridge and Roadway Improvements Project (T15125500) was advertised for bids on August 26, 2015, and bids were received on September 16, 2015. All American Construction Inc. is the lowest responsive and responsible bidder. The City Council's approval is necessary to move forward with awarding the construction contract.

In addition to the contract portion of the project, City Maintenance Division forces are performing pavement rehabilitation and shoulder widening on Vinci Avenue between Dry Creek Road and Magpie Creek as part of this project to improve safety and facilitate large vehicle traffic once the connection to Raley Boulevard is established by the contractor.

Transferring funds in the amount of $308,319 will cover the remaining construction and construction management costs necessary to complete both the contractor and maintenance portions of the project.

Policy Considerations: The requested actions support the City's General Plan goals of improving the transportation system and expanding public safety.

Economic Impacts: This new infrastructure is expected to create 1.03 total jobs (0.59 direct jobs and 0.44 jobs through indirect and induced actives) and create $159,690.61 in total economic output ($100,654.21 of direct output and another $59,036.40 of output through indirect and induced activities).

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

Environmental Considerations:

> **California Environmental Quality Act (CEQA):** The Community Development Department's Environmental Planning Division has prepared an Initial Study/Mitigated Negative Declaration for the Vinci Avenue Bridge and Roadway Improvements Project (T15125500).

The Initial Study examined and identified project-specific effects that could occur with the project. The project-specific effects include biological resources, cultural resources, and air quality. In compliance with Section 15070(B)1 of CEQA Guidelines, the City has incorporated mitigation measures into the project plans to avoid identified impacts or to mitigate such impacts to a point where clearly no significant impacts will occur.

The Mitigated Negative Declaration was prepared and circulated for public review during the period of April 23 through May 22, 2015. The City Council adopted the Initial Study/Mitigated Negative Declaration and the associated Mitigation Reporting Program for the Vinci Avenue Bridge and Roadway Improvements Project (T15125500) at the July 14, 2015 Council Meeting.

Sustainability Considerations: The Vinci Avenue Bridge and Roadway Improvements Project (T15125500) is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing the transportation system.

Other: None

Commission/Committee Action: None

Rational for Recommendation: The contract portion of the project was formally advertised on August 26, 2015 and two bids were received on September 16, 2015. The bids are summarized below:

Contractor	Bid Amount	LBE Participation (Requirement 5%)
All American Construction Inc.	$ 258,635.50	7.6%
Viking Construction Company	$ 290,115.00	18.9%

The Engineer's construction estimate was $245,795.

It is recommended that the construction contract be awarded to the lowest responsive and responsible bidder, All American Construction Inc.

The work to be performed by City Maintenance Division forces was coordinated through design and was programmed at $256,000 by City Maintenance Division staff, bringing the total project construction cost to $514,635.50.

Financial Considerations: The estimated total project cost is $827,319. As of September 22, 2015, the Vinci Avenue Bridge and Roadway Improvements Project (T15125500) has a total budget of $519,000. Approval of the transfer of $235,208 (Fund 2001) from the Major Street Improvement Project (T15148000) and $73,111 (Fund 2001) from the Major Street Improvement Project (T15158000) to the Vinci Avenue Bridge and Roadway Improvements Project (T15125500) will bring the total budget to $827,319 and the unobligated balance to $582,241. This unobligated balance is sufficient to execute the construction contract with All American Construction Inc. for $258,635.50, the City Maintenance Division work order of $256,000, and the remaining construction management costs.

As of September 22, 2015 the Major Street Improvement Project (T15148000) has a total budget of $1,824,380 and an unobligated balance of $1,824,380, which is sufficient to complete the transfer of $235,208 (Fund 2001) to the Vinci Avenue Bridge and Roadway Improvements Project (T15125500).

As of September 22, 2015 the Major Street Improvement Project (T15158000) has a total budget of $2,678,625 and an unobligated balance of $2,678,625, which is sufficient to complete the transfer of $73,111 (Fund 2001) to the Vinci Avenue Bridge and Roadway Improvements Project (T15125500).

Local Business Enterprise (LBE): All American Construction Inc.is not an LBE, but has partnered with two LBEs, A & A Concrete Supply and Teichert, for this project to meet [or exceed] the minimum LBE participation requirement. A & A Concrete Supply will provide concrete and Teichert will provide asphalt and base material services.

RESOLUTION NO.

Adopted by the Sacramento City Council

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS PROJECT (T15125500) - TRANSFER OF FUNDS AND AWARD OF CONSTRUCTION CONTRACT

BACKGROUND

A. The Vinci Avenue Bridge and Roadway Improvements Project (T15125500) is located on Vinci Avenue between Dry Creek Road and Raley Boulevard. It includes new paved roadway connections to the existing structure over Magpie Creek, new drainage improvements, streetlight relocation, and rehabilitation and shoulder widening of existing Vinci Avenue between Dry Creek Road and Magpie Creek.

B. The project was formally advertised on August 26, 2015, and two bids were received on September 16, 2015. It is recommended the construction contract be awarded to the lowest responsive and responsible bidder, All American Construction Inc.

C. Construction is expected to begin in October 2015 and be completed in December 2015.

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

Section 1. The Plans and Specifications for the Vinci Avenue Bridge and Roadway Improvements Project (T15125500) are approved.

Section 2. The FY15/16 Capital Improvement Program is amended by transferring $235,208 (Fund 2001) from the Major Street Improvement Project (T15148000) to the Vinci Avenue Bridge and Roadway Improvements Project (T15125500).

Section 3. The FY15/16 Capital Improvement Program is amended by transferring $73,111 (Fund 2001) from the Major Street Improvement Project (T15158000) to the Vinci Avenue Bridge and Roadway Improvements Project (T15125500).

Section 4. The construction contract is awarded to All American Construction Inc. in the amount of $258,635.50 for the Vinci Avenue Bridge and Roadway Improvements Project (T15125500).

Section 5. The City Manager is authorized to execute a construction contract with All American Construction Inc. for an amount not to exceed $258,636 for the Vinci Avenue Bridge and Roadway Improvements Project (T15125500).

Section 6. Exhibit A is incorporated into and made a part of this Resolution.

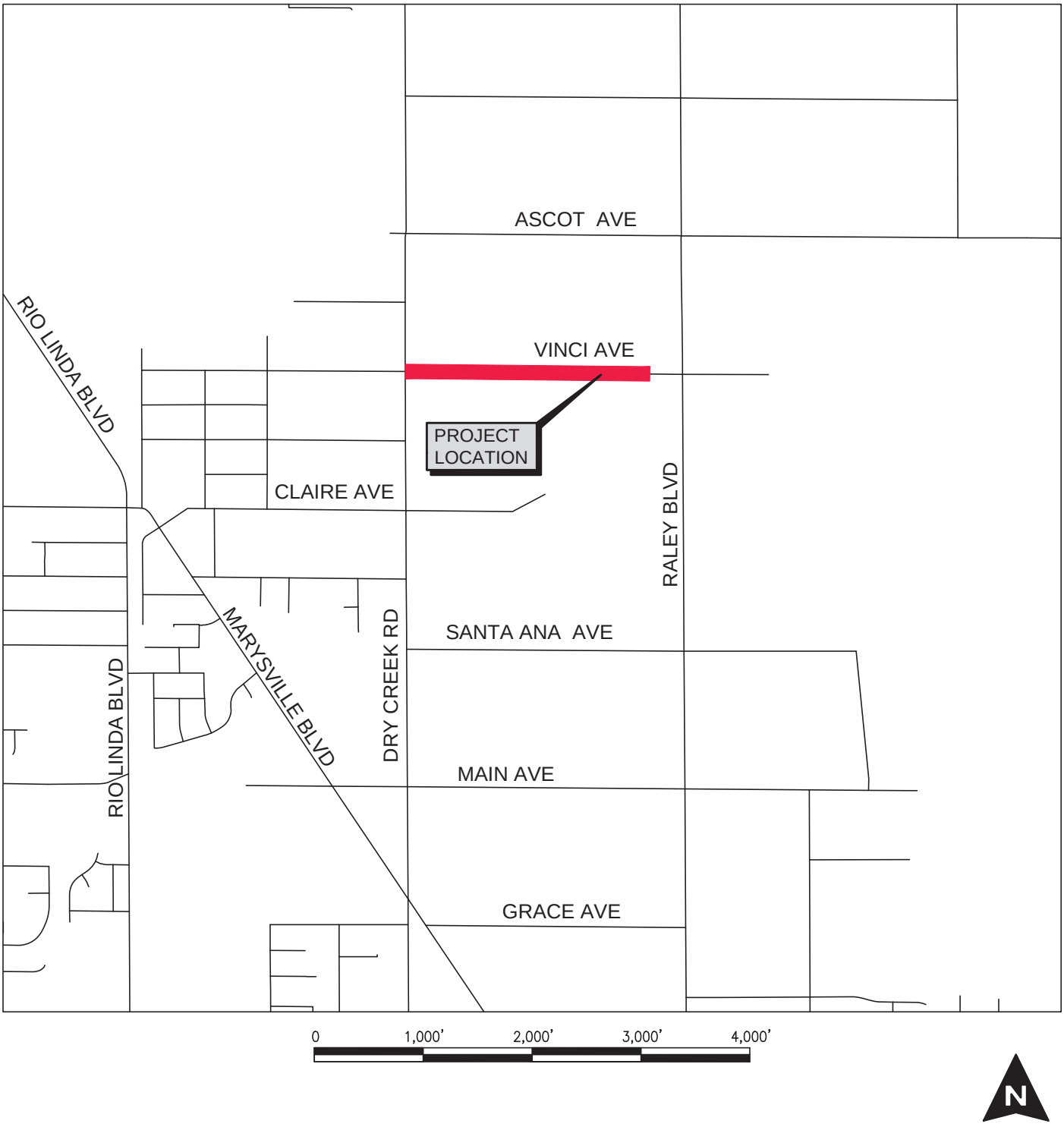
Table of Contents:

Exhibit A: Location Map

EXHIBIT A

Location map for:

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENT PROJECT (PN: T15125500)



City of SACRAMENTO
Department of Public Works

Date: September 30, 2015

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL, DATED SEPTEMBER 1990, CITY STANDARD SPECIFICATIONS, DATED JUNE 2007 WITH ADDENDUM #1 (AUGUST 2009) AND ADDENDUM #2 (APRIL 2012), CALTRANS STANDARD PLANS, 2006 EDITION, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2014 EDITION.
2. THREE WORKING DAYS PRIOR TO PROJECT STAKING, THE CONTRACTOR SHALL SUBMIT TO THE RESIDENT ENGINEER A COMPLETED CONSTRUCTION STAKING REQUEST FORM.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK AND FOR PROVIDING PROPER AND SAFE ROUTING OF THE VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF THE CALIFORNIA M.U.T.C.D.
4. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO WORK COMMENCEMENT.
5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED SEWER AND/OR DRAINAGE IMPROVEMENTS ARE PLACED.
6. THE RESIDENT ENGINEER SHALL DETERMINE THE EXACT LIMITS OF PAVEMENT REMOVAL IN THE FIELD. EXISTING ASPHALT AND CONCRETE TO BE SAWCUT, SHALL BE SAWCUT IN A NEAT STRAIGHT LINE A MINIMUM OF 2-1/2" DEEP. THE EXPOSED VERTICAL EDGES SHALL BE TACKED WITH EMULSION PRIOR TO ASPHALT CONCRETE PAVING.
7. DEMOLITION OF EXISTING FEATURES SHALL BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY HIS OPERATIONS, AT HIS EXPENSE.
8. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PROTECTING EXISTING TREES NOT SCHEDULED TO BE REMOVED BY THIS CONTRACT. ANY TREE DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CAPPING AND RELOCATING EXISTING SPRINKLERS AS DIRECTED BY THE ENGINEER.
10. AT THE TIME THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL POSSESS A CLASS 'A' LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.
11. ALL CURB, GUTTER AND SIDEWALK SHOWN TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO EXISTING CURB, GUTTER, AND SIDEWALK WHICH IS SHOWN ON THE PLANS TO REMAIN, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 ARDEN WAY SUITE 165, SACRAMENTO, CA PHONE 263-2800) PRIOR TO ANY TRENCHING EXCAVATION 5 FEET OR MORE IN DEPTH. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
13. REPLACEMENT OF LIVE SEWER SERVICES SHALL BE TO THE PROPERTY LINE. REPLACEMENT SEWER CLEANOUTS AND SERVICES SHALL HAVE THE SAME DIAMETER PIPE AS THE EXISTING, WITH THE EXCEPTION OF MAINTAINING A 4" MINIMUM DIAMETER.
14. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND SHALL RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE.
15. THE CONTRACTOR, SUBCONTRACTOR OR SURVEYOR SHALL NOT CUT PERMANENT CROSSES INTO EXISTING CONCRETE CURBS, GUTTERS OR SIDEWALKS. THE CONTRACTOR SHALL BE ASSESSED AN ADMINISTRATIVE PENALTY OF $500 FOR EACH CROSS THAT IS CUT PERMANENTLY INTO EXISTING CONCRETE CURBS, GUTTERS, AND SIDEWALKS.
16. GUTTER SLOPES FROM THE FLOWLINE TO LIP SHALL BE 5% MAXIMUM FOR THE FULL-WIDTH OF ALL CURB RAMPS. THE 5% CROSS SLOPE SHALL TRANSITION TO THE STANDARD CURB AND GUTTER CROSS-SLOPE OVER A DISTANCE OF 3 FEET UNLESS NOTED OTHERWISE.

STANDARD ABBREVIATIONS

AB	— AGGREGATE BASE	(E) or (EXIST)	— EXISTING	PVC	— POLY VINYL CHLORIDE
AC	— ASPHALT CONCRETE	FH	— FIRE HYDRANT	R	— RADIUS
AP	— ANGLE POINT	FL	— FLOW LINE	RCP	— REINFORCED CONC. PIPE
AVE	— AVENUE	FM	— FORCE MAIN	RT	— RIGHT
BLDG	— BUILDING	FOC	— FACE OF CURB	R/W, ROW	— RIGHT-OF-WAY
BC	— BEGIN CURVE	FOW	— FACE OF WALK	S =	— SLOPE
BOC	— BACK OF CURB	G	— GAS	SD	— STORM DRAIN
BOW	— BACK OF WALK	GB	— GRADE BREAK	SDMH	— STORM DRAIN MH
CAB	— CABINET	GD	— GUTTER DRAIN	SDWK	— SIDEWALK
C&G	— CURB AND GUTTER	GV	— GATE VALVE	SHT	— SHEET
CG&S	— CURB, GUTTER AND SIDEWALK	JP	— JOINT POLE	SNS	— STREET NAME SIGN
CL or ℄	— CENTER LINE	LF	— LINEAR FEET	SPECS	— SPECIFICATIONS
CMP	— CORRUGATED METAL PIPE	LIP	— LIP OF GUTTER	SS	— SANITARY SEWER
C/O	— CLEANOUT	LT	— LEFT	SSMH	— SANITARY SEWER MH
CONC	— CONCRETE	MB	— MAIL BOX	ST	— STREET
CONST	— CONSTRUCT	MFR'S	— MANUFACTURER'S	STA	— STATION
CTV	— CABLE TV	MH	— MAINTENANCE HOLE	STD	— STANDARD
DR	— CURB RAMP	MAX, MIN	— MAXIMUM, MINIMUM	SW	— SIDEWALK
LS	— COMBINATION LOCKSTOP	n/a	— NOT APPLICABLE	T or TEL	— TELEPHONE
COMM	— COMBINATION SYSTEM (#)	No., #	— NUMBER	T.O.R.	— TOP OF RAIL
CUT	— CUTLINE	N.T.S.	— NOT TO SCALE	TOB	— TOP OF BANK
DB	— DITCH BOX	PB	— PULL BOX	TOE	— TOE OF SLOPE
DI	— DROP INLET	PG	— PROFILE GRADE	T.O.P.	— TOP OF PIPE
DRWY	— DRIVEWAY	PI	— POINT OF INTERSECTION	TYP	— TYPICAL
DWG	— DRAWING	PL	— PROPERTY LINE	TS	— TRAFFIC SIGNAL
E or ELECT	— ELECTRICAL	PP	— POWER POLE	W	— WATER
EC	— END CURVE	PCC	— PORTLAND CEMENT CONCRETE	W/	— WITH
EG	— EXISTING GRADE	PR, PROP.	— PROPOSED	WAY	— WALKWAY
EL or ELEV	— ELEVATION	PERF	— PERFORATED	WM	— WATER METER
EP, EOP	— EDGE OF PAVEMENT	PM	— PARKING METER	WV	— WATER VALVE

CITY OF SACRAMENTO

IMPROVEMENT PLANS FOR

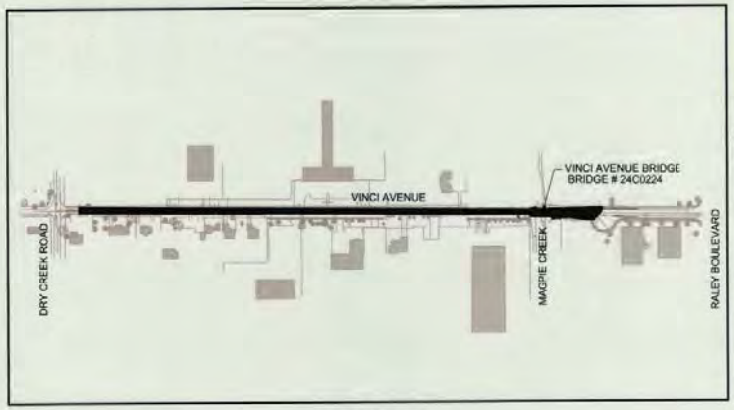
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS

(PN: T15125500)

APPROVED BY: Tim Mar — 7/29/15
TIM MAR, R.C.E. 45946
SUPERVISING CIVIL ENGINEER
DATE

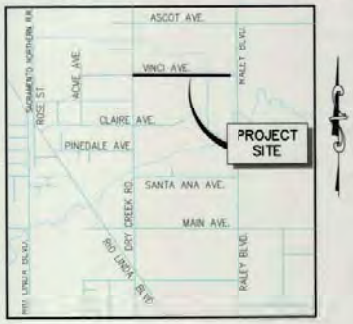
APPROVED BY: for — 7/27/15
BRETT GRANT, R.C.E. 58964
SUPERVISING CIVIL ENGINEER,
UTILITIES DEPARTMENT
DATE

APPROVED BY: — 7-24-15
HECTOR BARRON, R.C.E 45485
CITY TRAFFIC ENGINEER
(SIGNING AND STRIPING)
DATE



SITE PLAN

LOCATION MAP



INDEX OF SHEETS

SHEET#	SHEET	SHEET TITLE
1	C-1	TITLE SHEET
2	C-2	PROJECT CONTROL DIAGRAM
3	C-3	TYPICAL CROSS-SECTIONS
4-5	C-4 TO C-5	LAYOUT PLAN & DETAILS
6	C-6	STRUCTURAL DETAILS
7-9	SS-1 TO SS-3	SIGNING AND STRIPING
10-11	E-1 TO E-2	ELECTRICAL PLANS

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

SHEET No. 1 of 11

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 48.927
DESCRIPTION BM 258-86A
HILTI NAIL LIGHT BASE SE CORNER RALEY BLVD AND VINCI ST.

FIELD BOOK 1452
SCALE HORIZ. 1"=20' VERT. N/A

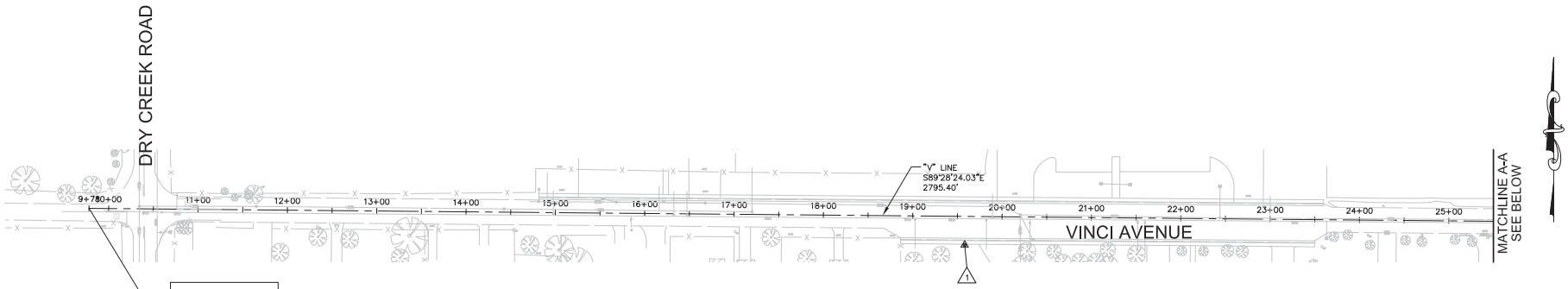
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: K. DRAHAL / B. HINSMAN DATE 7/23/2015
DESIGN BY: D. HANNET R.C.E. 70963 DATE 7/23/2015
CHECKED BY: T. MAR R.C.E. 45946 DATE 7/23/2015

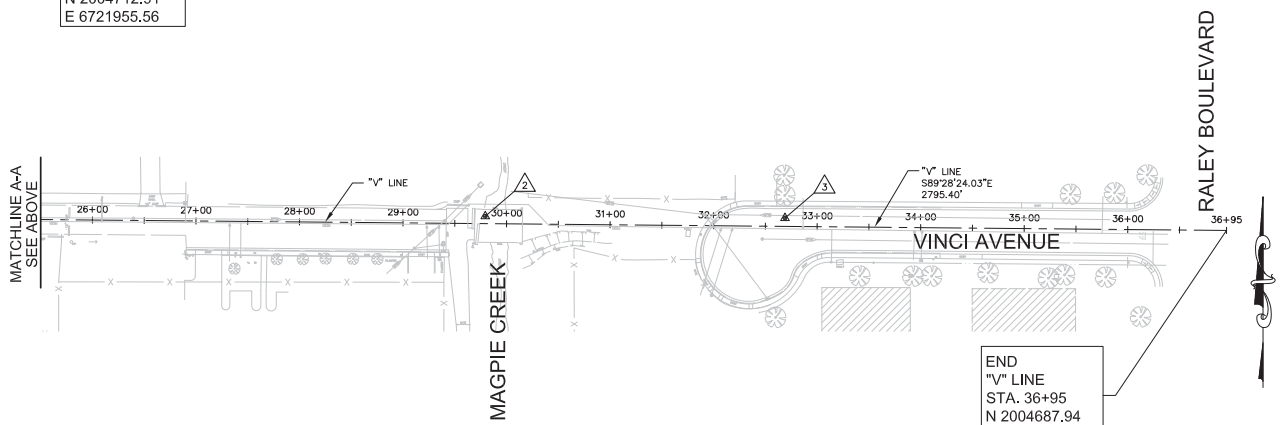
IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
TITLE SHEET

PN: T15125500
SHEET C-1 OF 5

7/23/2015 11:40:23 PM



BEGIN
"V" LINE
STA. 9+78
N 2004712.91
E 6721955.56



END
"V" LINE
STA. 36+95
N 2004687.94
E 6724672.85

POINT No.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2004671.96	6722935.64	----	BM
2	2004701.61	6723956.92	48.35	RP3 X IN BRIDGE
3	2004699.89	6724246.42	47.69	RP1

CAD FILE: P:\Tecta\2013-04030_Proj\T15125500 - Vinci Avenue Bridge\CADD\Sheets\VINCI C-2.dwg

SHEET No. 2 OF 11

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. 1"=60'
VERT. N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: _____ DATE 7/30/2015
DESIGNED BY: _____ R.C.E. _____ DATE 7/30/2015
CHECKED BY: _____ R.C.E. _____ DATE 7/30/2015

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
PROJECT CONTROL DRAWING

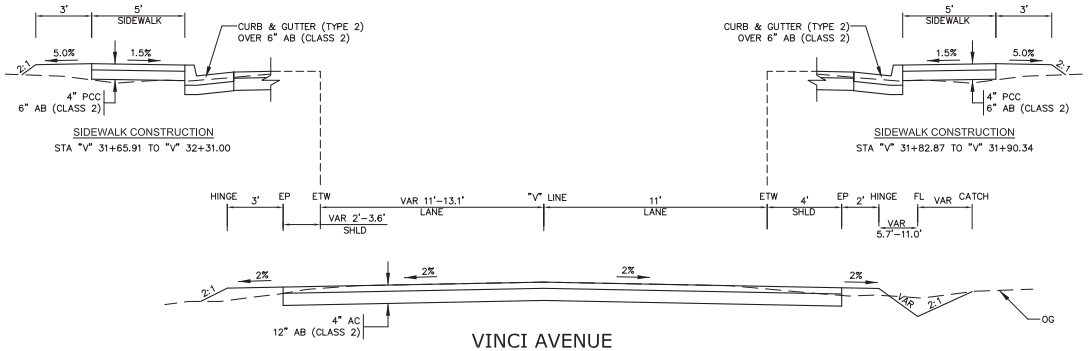
PN: T15125500

SHEET C-2 OF 6

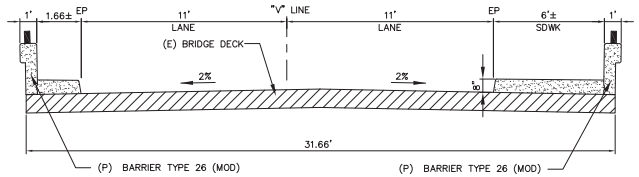
7/30/2015 2:45:10 PM

NOTES:

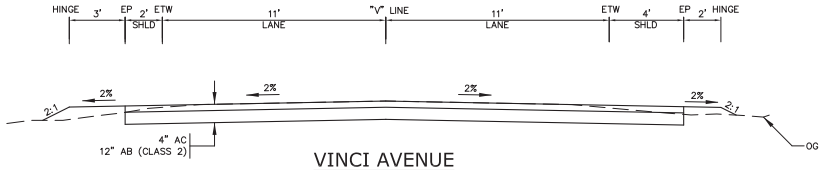
1. ALL SIDEWALK SHALL BE CONSTRUCTED AT 2% OR FLATTER CROSS SLOPE TO MEET ADA REQUIREMENTS.
2. SEE CONSTRUCTION DETAILS FOR DIMENSIONS AND DETAILS OF TYPE 26 (MOD) BARRIER CONSTRUCTION.



VINCI AVENUE
30+15.38 TO 31+82.87



VINCI AVENUE
29+69.29 TO 30+15.38 (BRIDGE DECK)



VINCI AVENUE
29+40.48 TO 29+69.29

CAD FILE: P:\Tecna\2013-CADD_Proj\T15125500 - Vinci Avenue Bridge\CADD\Sheets\Contractor Set\VINCI C-3.dwg

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. ____
VERT. ____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: _____ DATE 7/30/2015
DESIGNED BY: _____ R.C.E. _____ DATE 7/30/2015
CHECKED BY: _____ R.C.E. _____ DATE 7/30/2015

REGISTERED PROFESSIONAL ENGINEER NO. C 70963 Exp. 06/30/16 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
TYPICAL CROSS-SECTIONS

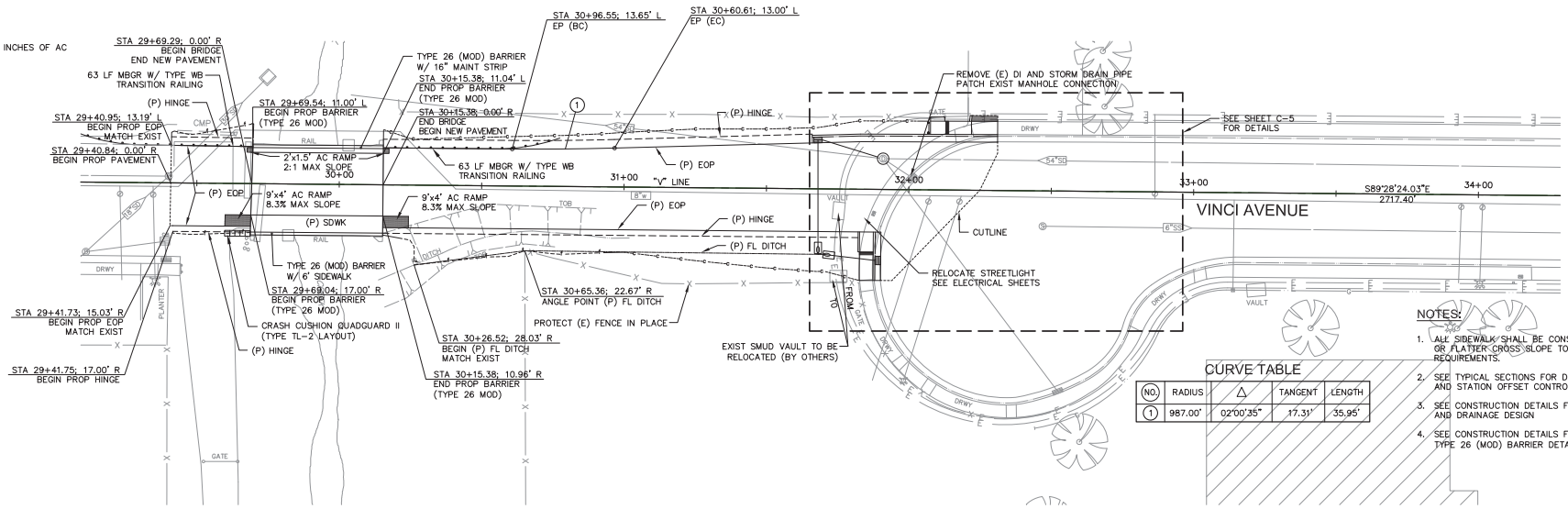
PN: T15125500

SHEET No. 3 OF 11
SHEET C-3 OF 6

7/30/2015 2:42:54 PM

NOTES:

1. PAINT FACE FIRST FOUR INCHES OF AC RAMPS WHITE.

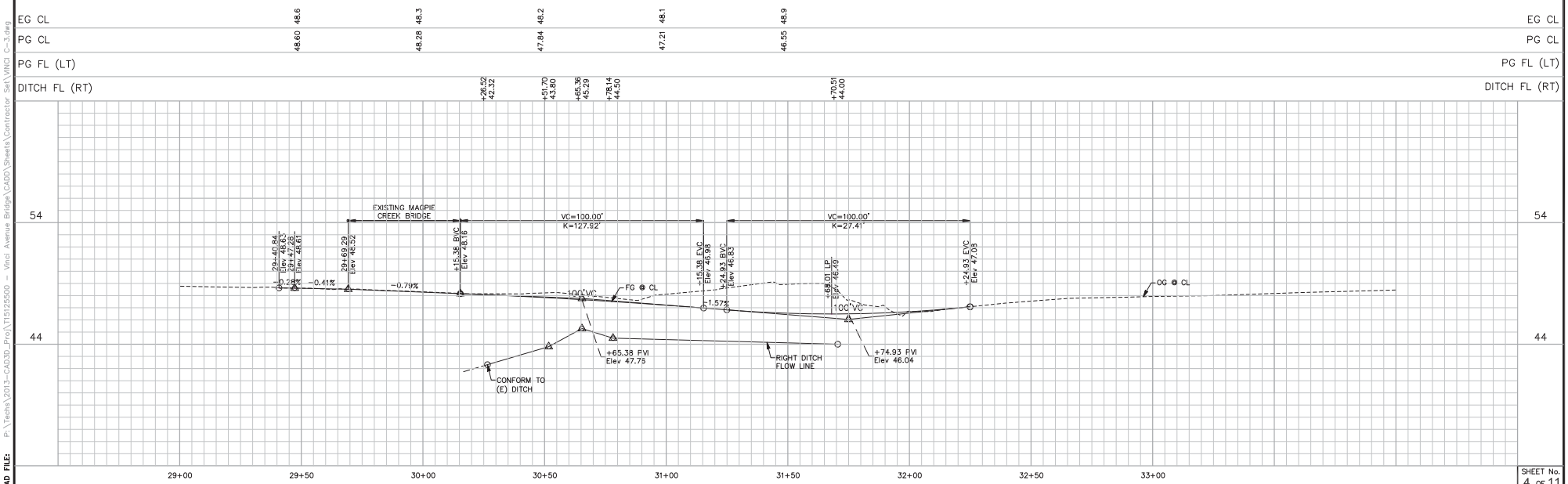


CURVE TABLE

NO.	RADIUS	Δ	TANGENT	LENGTH
1	987.00'	02°00'35"	17.31'	35.95'

NOTES:

1. ALL SIDEWALK SHALL BE CONSTRUCTED AT 2% OR FLATTER CROSS SLOPE TO MEET ADA REQUIREMENTS.
2. SEE TYPICAL SECTIONS FOR DITCH DIMENSIONS AND STATION OFFSET CONTROL.
3. SEE CONSTRUCTION DETAILS FOR GRADING AND DRAINAGE DESIGN
4. SEE CONSTRUCTION DETAILS FOR MODIFIED TYPE 26 (MOD) BARRIER DETAILS



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REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. ____
VERT. ____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: _____ DATE 7/30/2015
DESIGNED BY: _____ R.C.E. _____ DATE 7/30/2015
CHECKED BY: _____ R.C.E. _____ DATE 7/30/2015

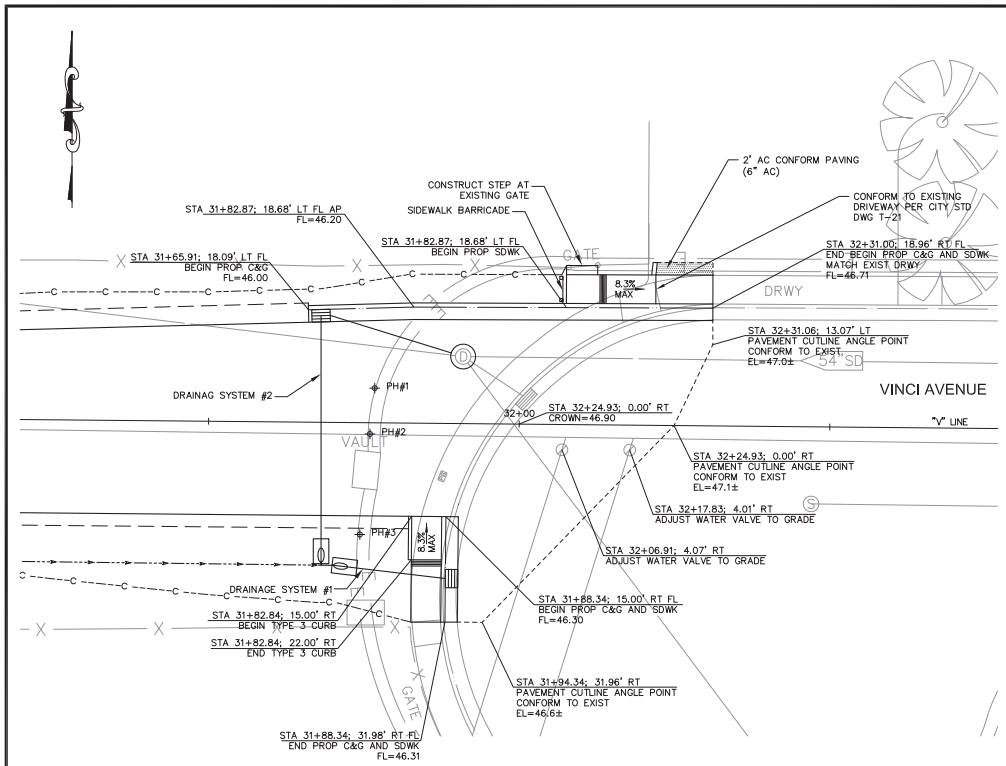
IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
LAYOUT PLAN AND PROFILE

PN: T15125500

SHEET C-4 OF 6

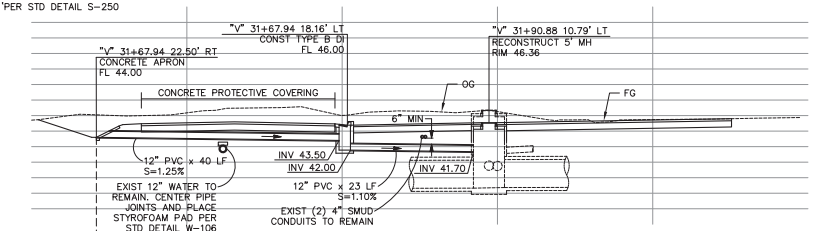
SHEET No. 4 OF 11

7/30/2015 2:43:45 PM

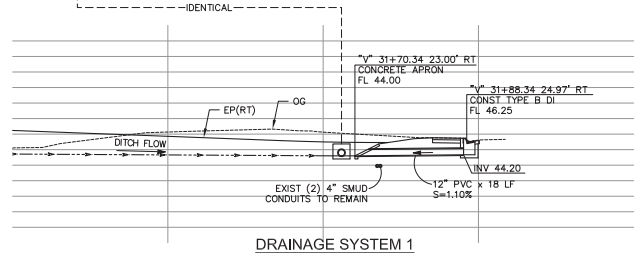


VINCI AVENUE - EASTERN CONFORM GRADING & DRAINAGE

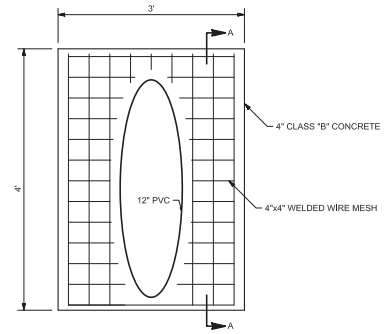
NOTES:
1. FIELD VERIFY EXISTING STORM DRAIN PIPE ELEVATIONS PRIOR TO ORDERING PRECAST UNITS.
2. CONSTRUCT CONCRETE PROTECTIVE COVERING PER STD DETAIL S-250



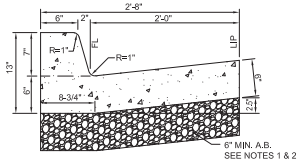
DRAINAGE SYSTEM 2



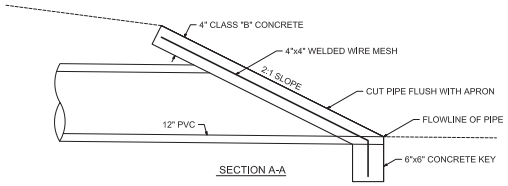
DRAINAGE SYSTEM 1



NOTES:
1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED
3. 1/2" RADIUS ON EXPOSED EDGES.
4. ALL CONCRETE SHALL BE CLASS B.
5. ALL CONSTRUCTION & MATERIALS IN CONFORMANCE WITH SECTION 24 OF STD. SPECIFICATIONS.



CURB & GUTTER TYPE 2



CONCRETE APRON

POTHOLE DATA TABLE

PH#	UTILITY	TYPE	DIAMETER	STATION	OFFSET	DEPTH TO TOP OF PIPE
1	SMUD	ELEC	2-4"	31+76.69	5.58 LT	62"
2	DOU	WATER	12"	31+76.00	1.81 RT	44"
3	SMUD	ELEC	2-4"	31+74.50	18.00 RT	54"

CAD FILE:

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. ____
VERT. ____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: ____ DATE ____
DESIGNED BY: ____ R.C.E. ____ DATE ____
CHECKED BY: ____ R.C.E. ____ DATE ____

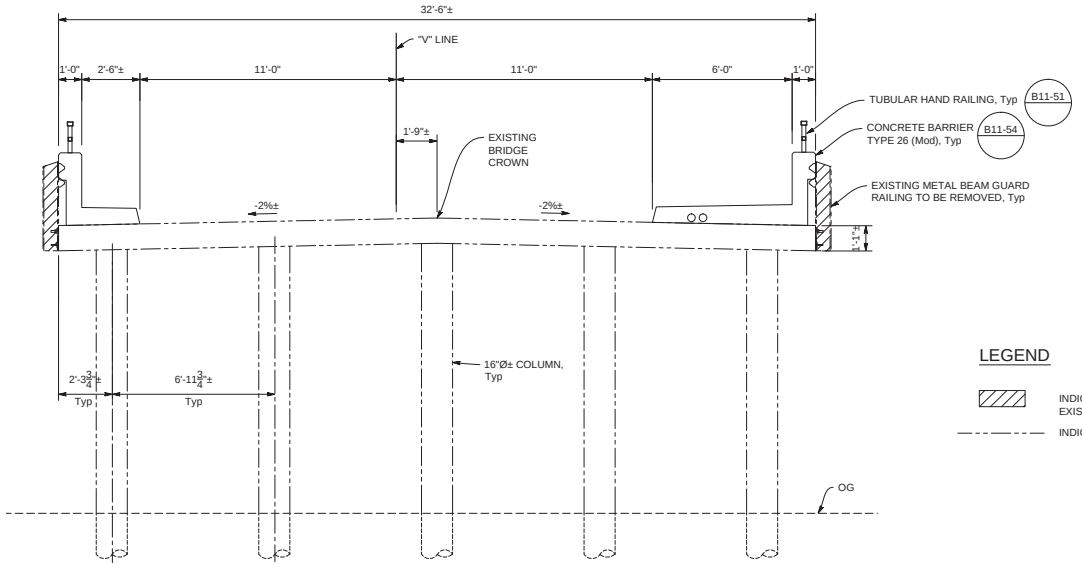
PROFESSIONAL ENGINEER CIVIL NO. C 70963 Exp. 06/30/18 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
CONSTRUCTION DETAILS

PN: T15125500

SHEET No. 5 OF 11

SHEET C-5 OF 9

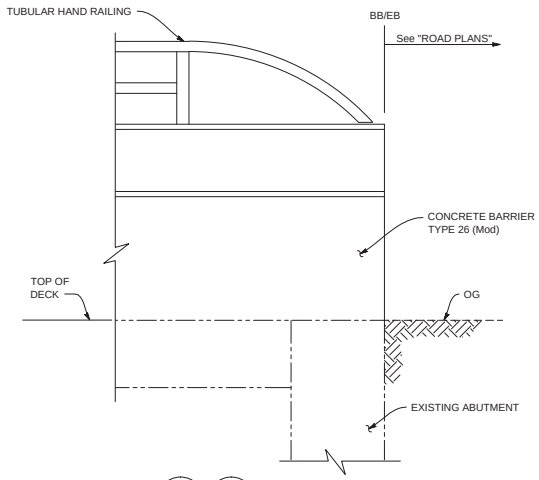


TYPICAL SECTION
3/8" = 1'-0"

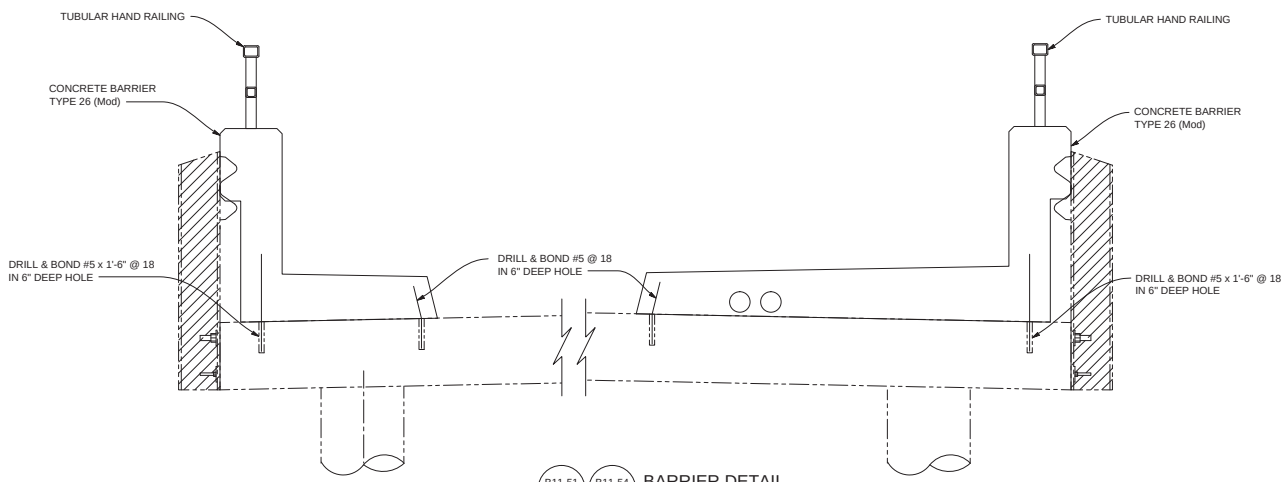
LEGEND

INDICATES METAL BEAM GUARD RAILING TO BE REMOVED. EXISTING BOLTS TO REMAIN.

INDICATES EXISTING STRUCTURE



B11-51 B11-54 END ELEVATION
1" = 1'-0"



B11-51 B11-54 BARRIER DETAIL
1" = 1'-0"

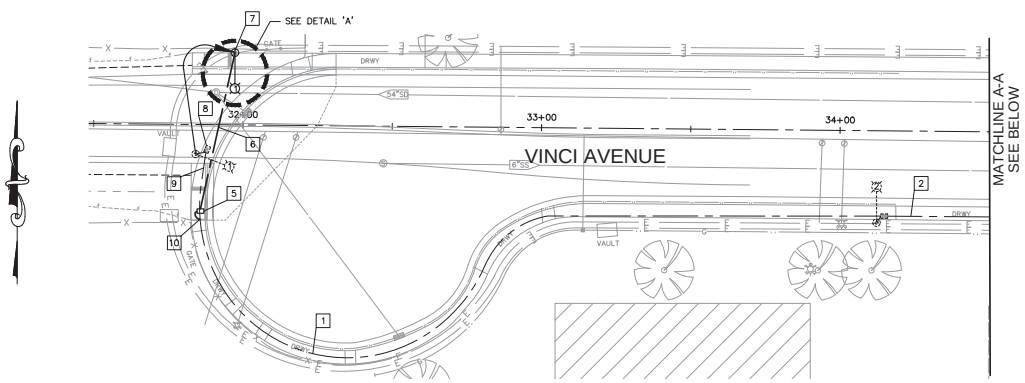
CAD FILE: V:\Sacramento-SA-15119-Vinci Rd barrier\CAD\Sheets\Structure Sheets\Vinci_Bridge Details.dwg

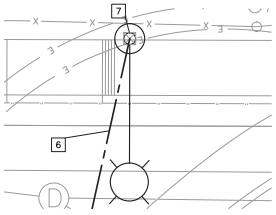
7/30/2015 5:55:51 PM

REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO			IMPROVEMENT PLANS FOR	SHEET No. 6 OF 11
NO.	DESCRIPTION	DATE	BY	DESCRIPTION ELEV.		DEPARTMENT OF PUBLIC WORKS			VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS	SHEET C-6
					SCALE	DRAWN BY: J. DOTY	DESIGNED BY: T. PHAM	CHECKED BY: J. HICKEY	STRUCTURAL DETAILS	OF 6
					HORIZ. NOTED	DATE 5/29/2015	R.C.E. C 81809 DATE	R.C.E. S 5783 DATE		
					VERT.					PN: T15125500

REGISTERED PROFESSIONAL ENGINEER ERIC FREDRICKSON No. C 47290 Exp. 12/31/18 CIVIL STATE OF CALIFORNIA

Eric A. Fredrickson
REGISTERED CIVIL ENGINEER

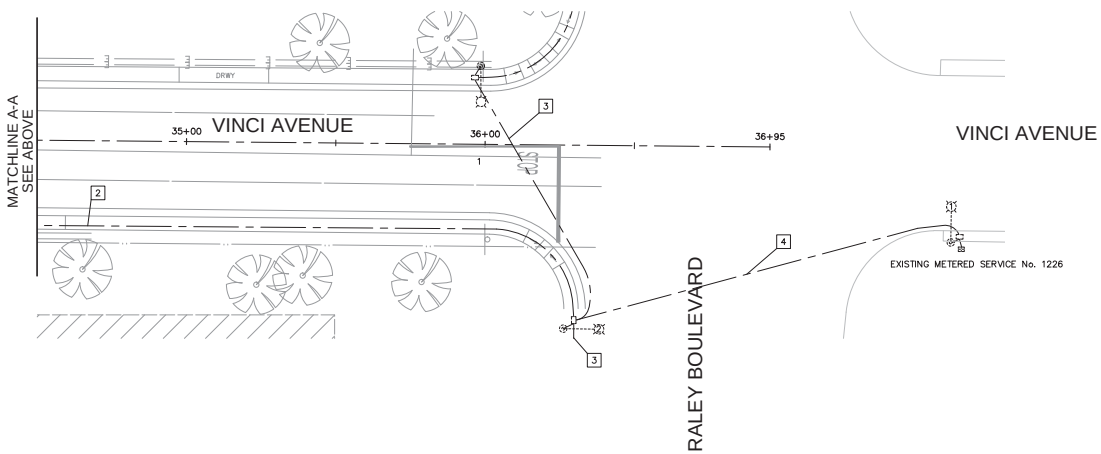




DETAIL 'A'
NTS

CONSTRUCTION NOTES:

1. EXISTING 1-1/2"C – 2#8 THW AND 1#10 THW GROUND.
2. EXISTING 1-1/2" – 3#8 THW AND 1#10 THW GROUND.
3. EXISTING 2"C – 3#8 THW AND 1#10 THW GROUND.
4. EXISTING 1-1/2" – 3#8 THW AND 1#10 THW GROUND.
5. PLACE NEW No. 5 PULL BOX WITH LOCKABLE LID AND ADJUST TO GRADE.
6. PLACE 2"C – 2#8 THW AND 1#10 THW GROUND. CITY OF SACRAMENTO TO FURNISH CONDUCTORS. SEE SPECIAL PROVISIONS.
7. RELOCATE EXISTING TYPE 15 MASTARM STREETLIGHT TO NEW LOCATION AS SHOWN. CONTRACTOR TO PROVIDE NEW FOUNDATION AND ANCHOR BOLTS.
8. REMOVE EXISTING PULL BOX.
9. ABANDON EXISTING CONDUIT AND REMOVE CONDUCTORS.
10. INTERCEPT EXISTING CONDUIT AND EXTEND NEW CONDUIT INTO NEW PULL BOX.



(EXISTING)
LUMINAIRE SCHEDULE:

EXISTING METERED SERVICE No. 1226 IS LOCATED ON THE SOUTH SIDE OF VINCI AVENUE, 90' EAST OF THE CENTERLINE OF RALEY BOULEVARD.

CIRCUIT NUMBER	EXIST. 200W HPS MAST ARM
1	7
2	7
3	0
4	0

EXISTING SERVICE IS 120/240 VOLT, 1Ø, 3 WIRE.

E-3111 SL VINCI AND RALEY
E-3418 SERVICE VINCI AND RALEY
E-3116 LUM SCHEDULE ALONG RALEY
E-2582 VINCI SL ORIGINAL DRW.

E-3580 1400 VINCI AVE NEAR DRY CREEK
E-3993 VINCI NEAR DRY CREEK
E-2688 VINCI NEAR DRY CREEK

CAD FILE: P:\Techs\2013-CAD3D_Proj\T15125500 - Vinci Avenue Bridge\CAD0\Sheets\VINCI Electrical Sheets FINAL.dwg

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: A. DEL CARMEN DATE 7/30/2015
DESIGNED BY: J. MATOBA R.E.E. 16605 DATE 7/30/2015
CHECKED BY: S. CHATUSRIPITAK R.E.E. 13633 DATE 7/30/2015

REGISTERED PROFESSIONAL ENGINEER JOHN M. MATOBA NO. E 16605 Exp. 6/30/2017 ELECTRICAL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
STREET LIGHTING

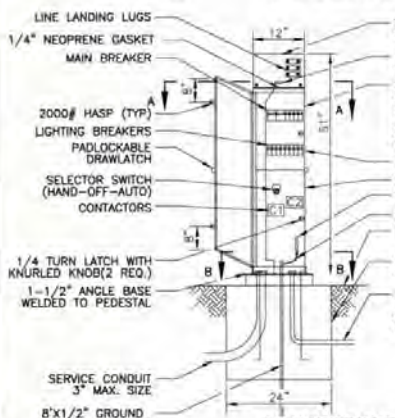
PN: T15125500

SHEET No. 10 OF 11

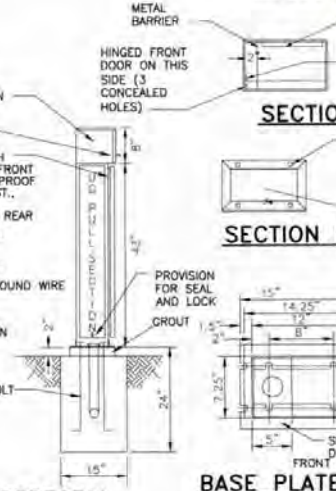
SHEET E-1 OF 2

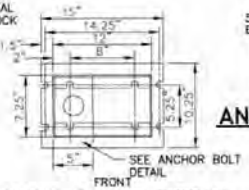
EXISTING	NEW	DESCRIPTION
	CIRCUIT NO.	ELECTROLIER FOR POST TOP LUMINAIRE
	CIRCUIT NO.	ELECTROLIER WITH MAST ARM FOR MAST ARM MOUNTED LUMINAIRE
		OVERHEAD CONDUCTOR
		CONDUIT
		PULL BOX
		SERVICE PEDESTSAL
		SMUD SERVICE POLE
		SMUD SERVICE SIDEWALK BOX

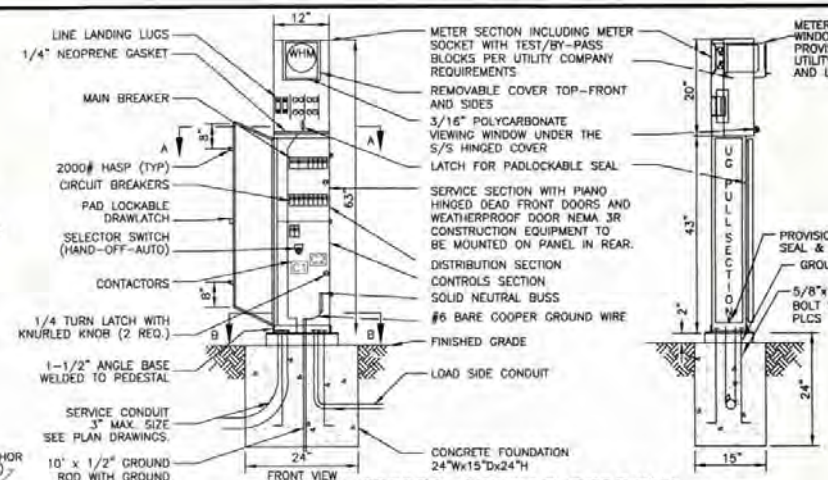
EXISTING	NEW	DESCRIPTION
	TYPE III	TYPICAL I.E.S. LIGHT PATTERN OF LUMINAIRE
	1	INDICATES CONSTRUCTION NOTE No. 1
		TELEPHONE CABLE (UNDERGROUND)
		GAS LINE (UNDERGROUND)
		SMUD CABLE (UNDERGROUND)



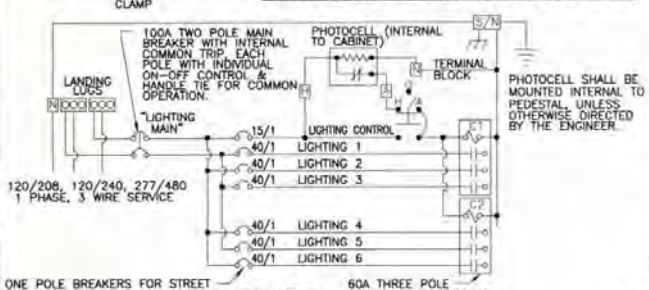
UNMETERED SERVICE PEDESTAL



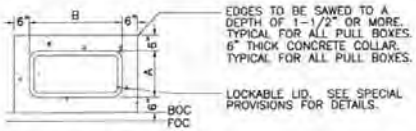




METERED SERVICE PEDESTAL

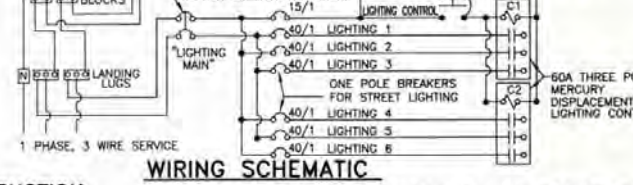


WIRING SCHEMATIC

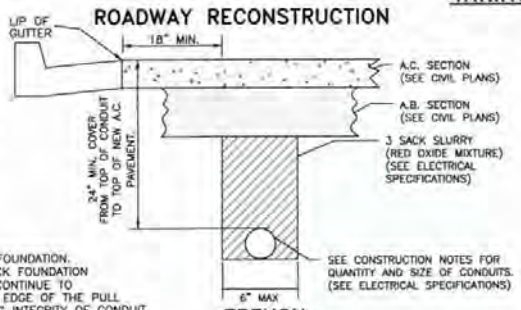


PULL BOX DIMENSIONS		
PULL BOX	A	B
3-1/2	13-3/4"	19"
5	18"	27-1/2"
5A	16"	25"
6	22"	35"

CONCRETE PULL BOX

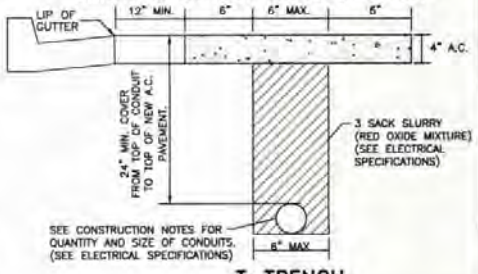


WIRING SCHEMATIC



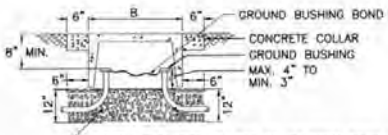
ROADWAY RECONSTRUCTION

TRENCH
NOT TO SCALE



EXISTING STREET CONSTRUCTION

T-TRENCH
NOT TO SCALE



INSTALL PULL BOX ON TOP OF CRUSHED ROCK FOUNDATION. ADJUST PULL BOX TO GRADE. THE CRUSHED ROCK FOUNDATION SHALL HAVE A MINIMUM OF 12" IN DEPTH AND CONTINUE TO EXTEND A MINIMUM OF 6" BEYOND THE OUTSIDE EDGE OF THE PULL BOX. COMPACT CRUSHED ROCK WHILE MAINTANING INTEGRITY OF CONDUIT. CONDUIT AND PULL BOX SHALL NOT BE DAMAGED NOR CRACKED.

1. EXTERIOR 14 GAUGE #304D STAINLESS STEEL, INTERIOR DEAD FRONT PANEL AND BACK PAN SHALL BE 14 GAUGE STEEL PAINTED WHITE ELECTRICALLY WELDED AND REINFORCED WHERE REQUIRED.
2. CONSTRUCTION IS NEMA 3R AND 12, RAINTIGHT AND DUSTTIGHT.
3. ALL NUTS, BOLTS, SCREWS AND HINGES SHALL BE STAINLESS STEEL.
4. NUTS, BOLTS & SCREWS ARE NOT USED ON THE OUTSIDE OF PEDESTAL.
5. PHENOLIC NAMEPLATES TO IDENTIFY ALL OPERATOR CONTROLS
6. CONTROL WIRING WILL BE MARKED AT BOTH ENDS BY PERMANENT WIRE MARKERS.
7. A PLASTIC COVERED WIRING DIAGRAM WILL BE ATTACHED TO THE INSIDE OF THE FRONT DOOR.
8. PEDESTAL WILL BE FACTORY WIRED AND CONFORM TO REQUIRED NEMA STANDARDS.
9. PEDESTAL(S) WILL BE U.L. LISTED AS INDUSTRIAL CONTROL PANELS U.L. 508 FILE NO. E62062
10. WIRING BETWEEN CIRCUIT BREAKER AND CONTACTOR SHALL BE A #6 THWN OR THHN MINIMUM.
11. SEE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.

CAD FILE: P:\TECHELEC\DRAWINGS\STANDARD\STANDARD DETAIL SL 5 3 2012.DWG

SHEET No. 11 OF 11

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____ DESCRIPTION

FIELD BOOK

SCALE N.T.S.

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: STAFF DATE 07/01/2014 | DESIGN BY: STAFF R.C.E. DATE | CHECKED BY: S. CHATUSRIPITAK R.C.E. DATE

ELECTRICAL
STANDARD ELECTRICAL DETAILS

APPROVED BY: SOMSAK CHATUSRIPITAK, SENIOR ELECTRICAL ENGINEER P.E. E-13633 DATE 7/1/14

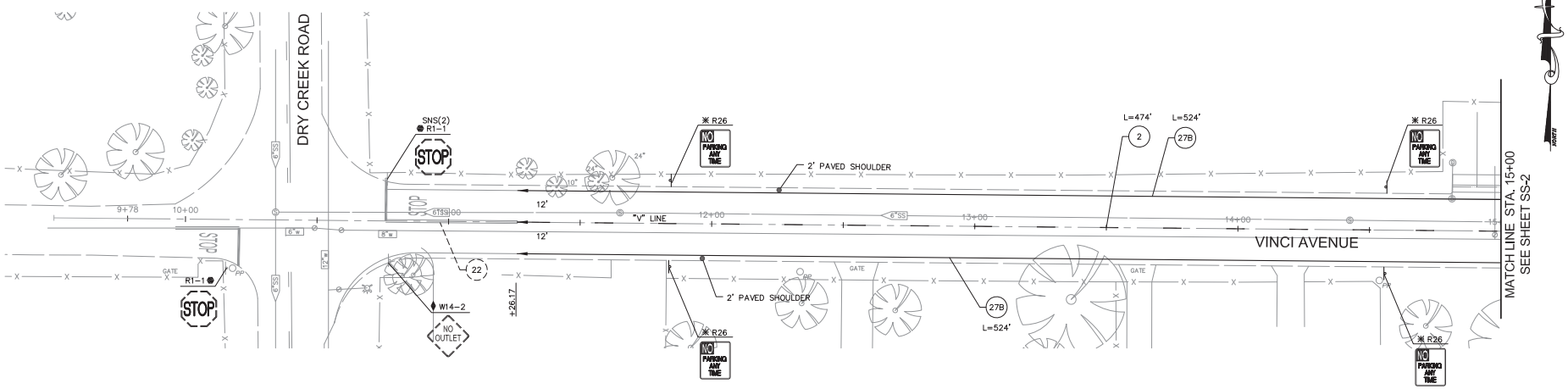
SHEET E-2 OF 2

STRIPING AND SIGNING GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL, DATED SEPTEMBER 1990, CITY STANDARD SPECIFICATIONS, DATED JUNE 2007 WITH ADDENDUM #1 (AUGUST 2009) AND ADDENDUM #2 (APRIL 2012), CALTRANS STANDARD PLANS, 2006 EDITION, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2014 EDITION.
2. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
3. ALL EXISTING SIGNING, STRIPING, AND MARKINGS TO REMAIN, UNLESS OTHERWISE NOTED. CONFLICTS BETWEEN EXISTING AND PROPOSED SHALL BE RESOLVED BY THE ENGINEER.
4. EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
5. REMOVAL OF EXISTING STRIPING AND PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY SANDBLASTING OR OTHER APPROVED GRINDING METHOD.
6. CROSSWALKS SHALL BE 12 FEET WIDE INCLUDING THE 12" SOLID PAVEMENT MARKINGS AND SHALL BE WHITE UNLESS OTHERWISE NOTED.
7. ALL SIGNING AND STRIPING WORK SHALL BE COORDINATED WITH THE ELECTRICAL WORK AS DIRECTED BY THE ENGINEER.
8. LANE WIDTHS ADJACENT TO CURBS ARE MEASURED TO THE FACE OF CURB.
9. TRAFFIC SIGNS SHALL BE INSTALLED BEHIND THE SIDEWALK WHEN THE SIDEWALK IS IMMEDIATELY ADJACENT TO THE CURB. SIGNS SHALL BE INSTALLED BETWEEN THE CURB AND SIDEWALK WHEN THE SIDEWALK IS DETACHED. SIGNS IN PEDESTRIAN AREAS SHALL HAVE A CLEARANCE FROM THE GROUND OF AT LEAST SEVEN FEET. IF THIS CLEARANCE REQUIREMENT IS NOT SATISFIED AFTER THE INSTALLATION OF ADDITIONAL SIGN PANELS, CONTRACTOR SHALL INSTALL A NEW SIGN POST.
10. ALL ROADWAY SIGNS (REGULATORY, WARNING, GUIDE, SCHOOL ZONE SIGNS AND OBJECT MARKERS) SHALL INCLUDE ASTM TYPE XI SHEETING. FOR ALL OTHER SIGNS, USE ASTM TYPE II SHEETING. SCHOOL ZONE SIGNAGE SHALL BE FLUORESCENT YELLOW-GREEN WHERE YELLOW IS INDICATED IN THE MUTCD.
11. MOUNT SIGNS USING BANDING ON SIGNAL AND STREET LIGHT POLES WHERE FEASIBLE. SEE ELECTRICAL PLANS FOR POLE LOCATIONS.
12. CONTRACTOR SHALL VERIFY WITH THE ENGINEER THE EXACT STREET NAME AND STREET ADDRESS FOR PLACEMENT ON STREET NAME SIGNS PRIOR TO ORDERING SIGNS.
13. ALL SIGNS REGULATING PARKING SHALL BE DOUBLE SIDED AND SIDE MOUNTED, UNLESS NOTED OTHERWISE.
14. AT NEWLY SIGNALIZED LOCATIONS, REMOVE EXISTING STOP SIGNS, STOP LEGENDS AND STANCHIONS AT THE TIME SIGNAL IS TURNED ON.
15. ALL EXISTING STRIPING SHALL BE REMOVED WITHIN THE SLURRY SEAL LIMITS SHOWN.

LEGEND:

- INSTALL ROADSIDE SIGN
- REMOVE ROADSIDE SIGN
- RELOCATE EXISTING SIGN (FROM / TO)
- EXISTING ROADSIDE SIGN TO REMAIN
- EXISTING ROADSIDE SIGN LOCATION
- ROADSIDE SIGN LOCATION (ONE-POST)
- MAS — MAST ARM MOUNTED SIGN
- REMOVE EXISTING TRAFFIC STRIPING OR PAVEMENT MARKING
- EXISTING SIGNAL/STREET LIGHT POLE
- NEW SIGNAL/STREET LIGHT POLE
- MAST ARM POLE
- STRIPING DETAIL # / L= LENGTHS (L=XX')
- BIKE LANE PER MUTCD FIGURE 9C-3(C)
- SLURRY SEAL LIMITS



CAD FILE:

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK 1452
SCALE HORIZ. 1"=20' VERT. N/A

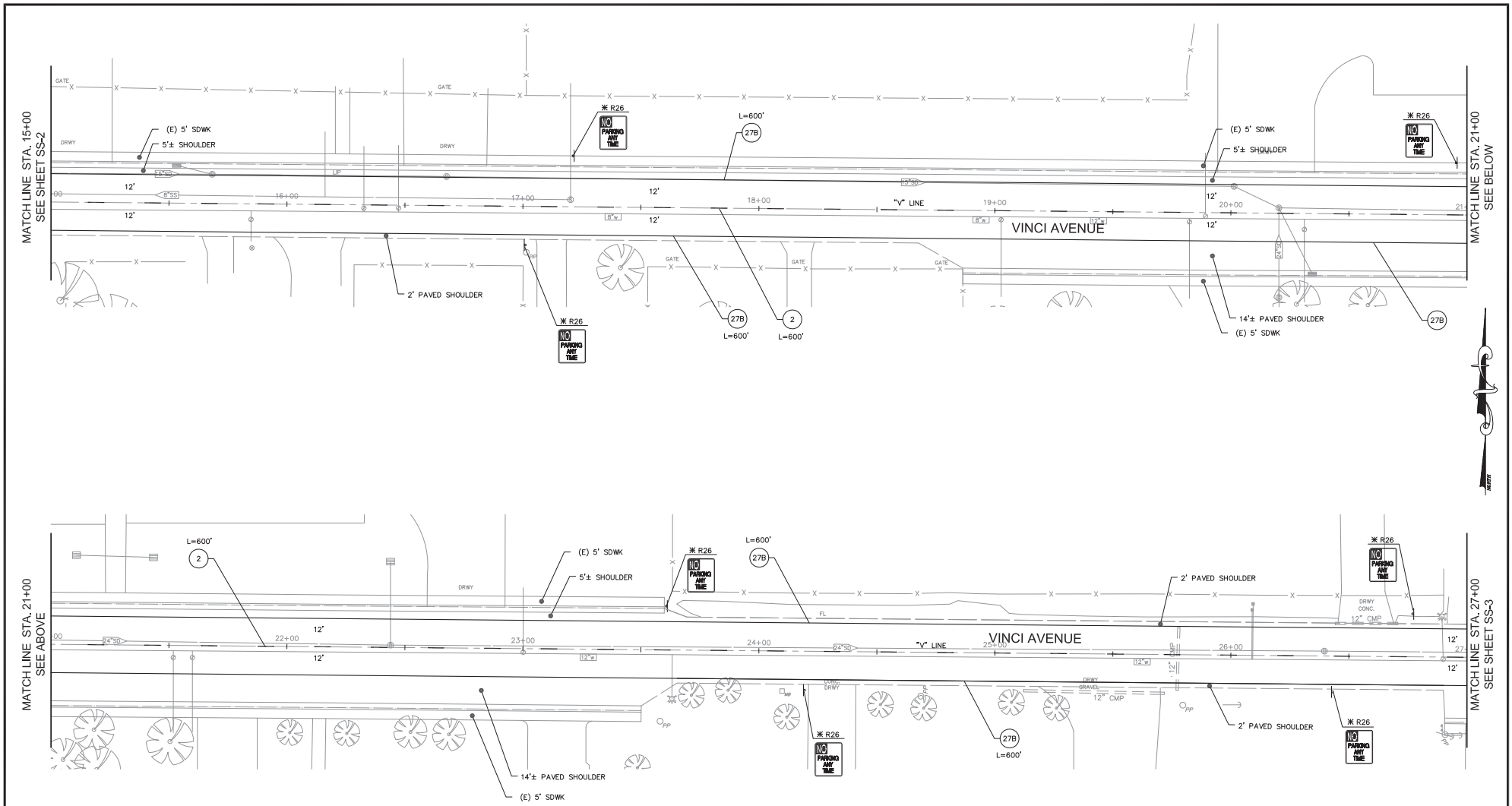
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: T. NGUYEN/B. KIKSMAN DATE
DESIGNED BY: P. VULLIET R.C.E. 70963 DATE
CHECKED BY: A. GOLOVESHKIN R.C.E. 70880 DATE

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
SIGNING AND STRIPING PLANS

PN: T15125500

SHEET No. 7 OF 11
SHEET SS-1 OF 3



CAD FILE:

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK 1452
SCALE HORIZ. 1"=20' VERT. N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: T. NGUYEN/B. KIKSMAN DATE _____
DESIGNED BY: P. VULLIET R.C.E. 70963 DATE _____
CHECKED BY: A. GOLOVESHKIN R.C.E. 70880 DATE _____

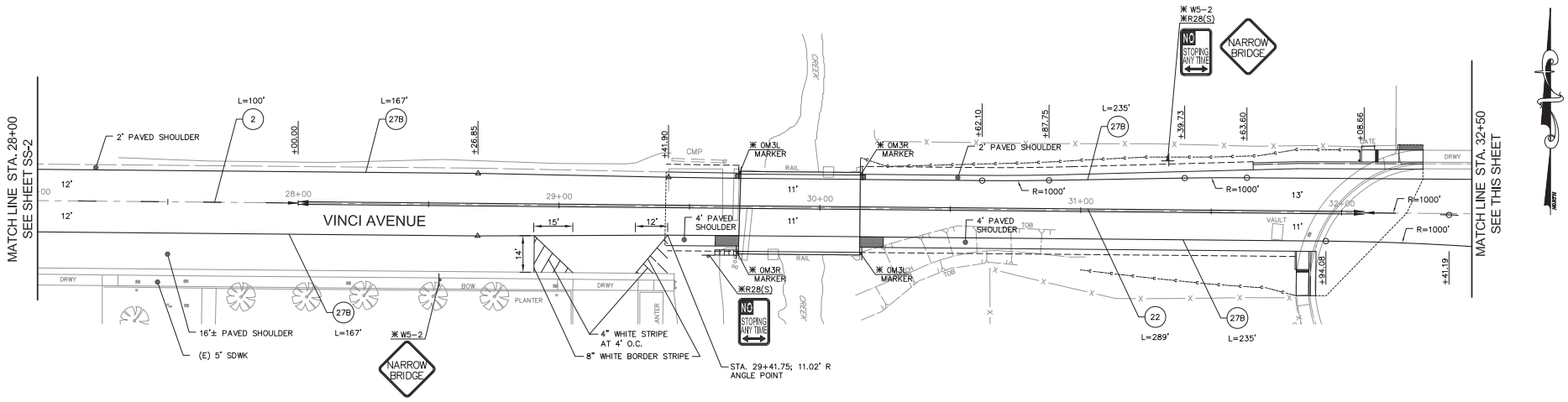
REGISTERED PROFESSIONAL ENGINEER ALEXANDER GOLOVESHKIN No. C 70880 Exp. 6/30/23 CIVIL STATE OF CALIFORNIA

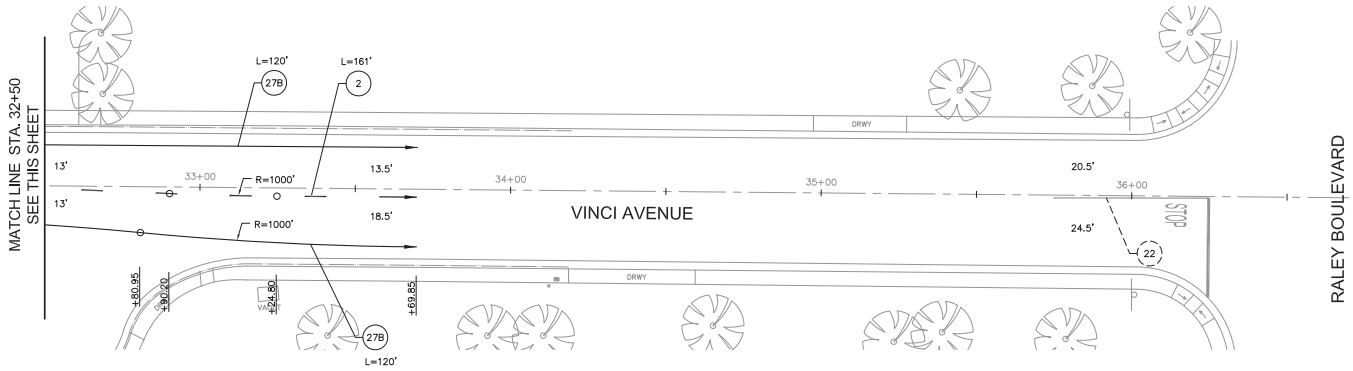
IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
SIGNING AND STRIPING PLANS

PN: T15125500

SHEET No. 8 OF 11

SHEET SS-2 OF 3





CAD FILE:

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK 1452
SCALE HORIZ. 1"=20' VERT. N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: T. NGUYEN/B. KIKSMAN DATE _____
DESIGNED BY: P. VULLIET R.C.E. 70963 DATE _____
CHECKED BY: A. GOLOVESHKIN R.C.E. 70880 DATE _____

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
SIGNING AND STRIPING PLANS

PN: T15125500

SHEET No. 9 OF 11

SHEET SS-3 OF 3

City of SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814

Phone: 916-808-8300
Fax: 916-808-8281

CONTRACT SPECIFICATIONS

For

VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

Bid # B16151131004

For Pre-Bid Information Contact:
Philip Vulliet, Project Manager
pvulliet@cityofsacramento.org

Bids to be received before
2:00 P.M. September 16, 2015 at:
City Clerk's Public Counter
New City Hall
915 I Street, 5th Floor
Sacramento, CA 95814

LBE PROGRAM

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

Estimated Construction Cost: **$245,795.00** Construction Time: **30 Working Days**

City of SACRAMENTO

Formal Bid / Proposal Delivery Options

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

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

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

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City of SACRAMENTO
Department of Public Works

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, 4th Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on September 16, 2015 and** will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

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 bid package and enclosed in an envelope marked: Sealed Bid Proposal for:

VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

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

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.

<u>Essentials of Public Works Enforcement Fund</u>:

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

(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.

BID PROPOSAL FORMS

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

BID PROPOSAL CHECKLIST

Included: Please (√)	Pages
☐ Bid Proposal Form	1 –4
☐ LBE Participation Program Prime Contractor Form **(NEW)**	1 only
☐ Subcontractor and LBE Participation Form **(NEW)**	1 only
☐ Bid Proposal Guarantee	1 only
☐ Drug Free Work Place Certification	1 only
☐ Minimum Qualifications Questionnaire	1 - 6
☐ Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☐ SOV For Lump Sum items *	1 only

***Bidder generated document**

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, Jose R. Ledesma at 915 I Street, Suite 2000, Sacramento, CA 95814, it may also be e-mailed to jledesma@cityofsacramento.org

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

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

VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
(PN: T15125500)

in the City and County of Sacramento, California.

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

Item No.	Item Description	Unit of Measure	Final Pay [F]	Estimated Quantity	Unit Price	Total Amount
1	Preconstruction Photographs	LS		1		
2	Clearing and Grubbing	LS		1		
3	Erosion Control	LS		1		
4	Metal Beam Bridge Railing to Remove	LF		131		
5	Roadway Excavation and Grading	CY	[F]	630		
6	Asphalt Concrete Pavement to Place	TON		150		
7	Aggregate Base, Class 2, to Place	TON		560		
8	3-1/2" Sidewalk to Construct	SF		320		
9	Curb and Gutter Type 2 to Construct	LF		82		
10	AC Ramp to Place	TON		2		
11	Concrete Barrier Type 26 (Mod) To Construct	LF		93		
12	Tubular Hand Rail To Place	LF		93		
13	Metal Beam Guard Railing to Place	LF		131		
14	Crash Cushion (Quadguard II - TL-2 Layout) To Place	LS		1		
15	Storm Drain Pipe to Remove	LF		12		
16	Drain Inlet to Remove	EA		1		
17	Type B Drain Inlet to Construct	EA		2		

18	12" PVC Drain Pipe to Place	LF		85		
19	Concrete Apron to Construct	EA		2		
20	Reconstruct Maintenance Hole No. 4	EA		1		
21	Water Valve Box Adjust To Grade	EA		2		
22	Construct Sidewalk Barricade	EA		1		
23	Thermoplastic Traffic Striping (Detail 2) To Place	LF	[F]	1850		
24	Thermoplastic Traffic Striping (Detail 22) To Place	LF	[F]	410		
25	Thermoplastic Traffic Striping (Detail 27B) To Place	LF	[F]	4350		
26	Traffic Sign To Place	EA		18		
27	Streetlight Modification	LS		1		

CONTRACTOR NAME: TOTAL: $_____

It is understood that this Bid Proposal is based upon completion of the Work within a period of **THIRTY (30) WORKING DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.

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. # _____ DATE _____

Add. # _____ DATE _____

Add. # _____ DATE _____

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

_____

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:

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

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

CONTRACTOR:

By _____
(Signature)

_____
(Print or Type)

Title _____
Address _____
_____
Telephone No. _____

Fax No. _____

FOR CITY USE ONLY

Bid Bond Security
☐ Properly Signed ☐ *Improperly Signed*
☐ *Not Included* ☐ Not Required

Type of Deposit
☐ Bid Bond ☐ Cashier/Certified Check
☐ Other_____ Initial:_____

Email Address _____

Date _____

Contractor's License No. _____ Type _____

Expiration Date _____

Tax I.D. Nos.- Fed. _____ State _____

City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

City of SACRAMENTO
Department of Public Works

KNOW ALL MEN BY THESE PRESENTS,

That we,_____

as Principal, and _____

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

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

VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
(PN: T15125500)

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

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

_____
(Contractor) (Seal)
By _____
Title _____

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

_____
(Surety) (Seal)
By _____
Title _____
Agent Name and Address _____
_____
Agent Phone # _____
Surety Phone # _____
California License # _____

(Rev. 1-8-14)

City of SACRAMENTO
Department of Public Works

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: _____

BY: _____ **Date:** _____
Signature **Title**

Effects of violations: a. Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement**. c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

City of SACRAMENTO

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

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

Prime Contractor Name		**Date**	
Prime Contractor Address		**Bid Amount**	$
(REQUIRED) Prime Contractor DIR Registration #		**Is Prime LBE?**	☐ Yes ☐ 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**
License Number					
Address			☐ Yes		$
City, State, Zip			☐ No		
Contact Person					
Phone					
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**
License Number					
Address			☐ Yes		$
City, State, Zip			☐ No		
Contact Person					
Phone					
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**
License Number					
Address			☐ Yes		$
City, State, Zip			☐ No		
Contact Person					
Phone					

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	**Title**	**Date**

Form Revised 3/9/15

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

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.

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

_____
Name of Contractor

_____
Address

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

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

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

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

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

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

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

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

the domestic partner or to the spouse.

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

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

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

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

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

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

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

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

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

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

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

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

for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

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

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

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

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

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

_____ _____
Signature of Authorized Representative Date

_____
Print Name

_____
Title

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

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

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

   _____

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

   ☐ Yes ☐ No

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

   ☐ Yes ☐ No

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

   ☐ Yes ☐ No

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

   ☐ Yes ☐ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer either subsection A or B, as applicable:

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

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

☐ Yes ☐ No ☐ Not applicable

OR

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

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

☐ Yes ☐ No ☐ Not applicable

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

☐ Yes ☐ No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

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

N	**=**	**number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)**
EH	**=**	**total hours worked by all employees during the calendar year**
200,000	**=**	**base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)**

☐ Yes ☐ No

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

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

☐ Yes ☐ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County*?*

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at _____, on _____.
(Location) (Date)

Signature: _____

Print name: _____

Title: _____

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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.

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version is available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

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 Contractor Name and Address ("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:

VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
(PN: T15125500)

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 **30 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 **$1,200.00 for each working day** after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may

be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

(3) 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 _____

BY_____

_____
Print Name

_____
Title

BY_____

_____
Print Name

_____
Title

_____
Federal ID#

_____
State ID#

_____

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 _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:

_____
City Attorney

Attest:

_____
City Clerk

CITY OF SACRAMENTO
PERFORMANCE BOND

Department of Public Works
Page 1 of 1

Bond No.:_____
Premium: _____

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to:

as principal, hereinafter called Contractor, a contract for construction of:

VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
(PN: T15125500)

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)*:
_____,
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:
_____ ,
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 _____, 20_____.

_____
(Contractor) (Seal)
By _____
Title _____

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

_____
(Surety) (Seal)
By _____
Title _____
Agent Name and Address _____
_____
Agent Phone # _____
Surety Phone # _____
California License # _____

CITYOF SACRAMENTO
PAYMENT BOND

Department of Public Works
Page 1 of 1

Bond No.:_____
Premium: _____

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to:

hereinafter called Contractor, a contract for construction of:

VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
(PN: T15125500)

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*):
_____,
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 _____, 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 _____, 20 _____.

_____
(Contractor) (Seal)
By _____
Title _____

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

_____
(Surety) (Seal)
By: _____
Title: _____
Agent name and Address: _____
_____
Agent Phone #: _____
Surety Phone #: _____
California License #_____

Effective 7-1-12

City of SACRAMENTO
Department of Public Works

GUARANTEE

We hereby guarantee the VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500) 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

_____

(Rev. 5-6-91)

City of SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814

Phone: 916-808-8300
Fax: 916-808-8281

NOTICE TO PROCEED

DATE

ABC Construction
Attn: John Construction
123 ABC Street
Sacramento, CA 95814

RE: PROJECT NAME (PN: XXXXXXXXXXXX)

Notice is hereby given you are authorized to commence work on the above referenced project on **_____.** You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within **___ (__) working days** from the date of this notice. Forty eight (48) hours prior to starting work, please notify the Project Manager_____ **, 808-___.** Please address all correspondence to:

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

Please reference City Project No. _____ in all billing and correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact us via phone at (916) 808-8195 or FAX at (916) 808-8281 if we can be of any assistance.

Respectfully,

_____
Jose R. Ledesma
Contract Services

cc:
Tim Mar
Risk Management
Shareen Kidd
Project File

SPECIAL PROVISIONS

VINCE AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

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SPECIAL PROVISIONS
FOR
VINCI AVENUE ROAD AND BRIDGE IMPROVEMENTS
BETWEEN DRY CREEK ROAD AND RALEY BOULEVARD
(PN: T15125500)

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 with this project includes removing existing pavement, placing new pavement, new striping, new curbs, gutters, sidewalks and driveways, relocating street lights, removing and reconstructing bridge barrier/railing, and replacing existing curb ramps as shown on the plans.

The underground work includes installing new drain inlets and leads and reconstructing maintenance holes to match new grades.

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to relocate street lighting as indicated on the Plan sheets and these Special Provisions. Conduits with pull boxes are also included with this project.

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. Reference is also made to California Department of Transportation Standard Specifications, adopted May 2006, referred to herein as “State 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 COMPLETION TIME

The time limit for the completion of all items of work is **Thirty (30) working days**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of **ONE THOUSAND TWO HUNDRED DOLLARS ($1,200)** as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of **Thirty (30) 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.

1.4 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 Philip Vulliet of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-5092, FAX (916) 808-7903 or PVulliet@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.

1.5 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.

1.6 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.

1.7 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment, materials, or supplies to be considered as an approved equal must be submitted to the City contact listed in PREBID INTERPRETATION OF CONTRACT DOCUMENTS, for approval no less than ten (10) calendar days prior to the bid opening date. If the City finds said equipment, materials, or supplies to be acceptable, an addendum will be issued notifying all bidders by the close of business on Friday before the bid opening date. If there is no addendum accepting an approved equal, bidders shall submit bids based on the original specified equipment, materials, or supplies.

1.8 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.

1.9 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 Maintenance Crews – Vinci Avenue Pavement Rehabilitation
  City forces will be performing minor shoulder widening and pavement rehabilitation along Vinci Avenue between Magpie Creek and Dry Creek Road. The Contractor shall coordinate construction activities with the City maintenance crews to ensure maintenance activities are not disrupted by the contractor activities. The Contractor is encouraged to access the project site from Raley Boulevard to minimize the potential for conflicts. The Contractor shall contact Jose Sanchez (916) 808-8159, JSanchez@cityofsacramento.org one week prior to any construction to coordinate activities.

- 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.

- 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.

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.

1.10 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.

1.11 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.

1.12 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.

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the material involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a relatively smooth and even surface satisfactory for use by public traffic at all times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction

The plans shall be developed with the following requirements:

1. Working hours shall be between 7:00 AM and 5:00 PM Monday through Friday, unless otherwise approved by the Engineer.

2. Weekend work from 8:30 am to 5:30 pm may be approved by the Engineer.

3. 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.

4. If necessary, only one travel lane may be closed on **Vinci Avenue** between the hours of 9AM and 4PM to complete the proposed improvements. The Contractor shall provide flaggers during the closure to facilitate the passage of two way traffic.

5. The Contractor shall furnish and 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.

6. 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.

7. Residential driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

8. 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.

9. 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 traffic handling, public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.13 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

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

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

1.14 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.

1.15 PUBLIC NOTIFICATION

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

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.16 REMOVAL OF ON-STREET PARKING

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones. "NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require

rescheduling of planned work. Additionally, “NO PARKING” signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted “NO PARKING” signs.

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

1.17 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 ten (10) 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 and must be approved in writing.

1.18 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.

1.19 RECORD DRAWINGS

Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all facilities as-built. Drawings shall be kept current weekly, with all work instructions and Change Orders, accommodations, and construction adjustments. Drawings shall be subject to the inspection by the Engineer at all times, and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to City’s acceptance of the Work, Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings, accurately showing all the information required above. If the Engineer does not approve the record drawings, Contractor shall revise and resubmit the record drawings as necessary to obtain

the Engineer's approval. If Contractor fails to comply with the requirements of this section, the City may deduct and retain the cost of preparing the record drawings from the Contract.

1.20 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.

1.21 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.

1.22 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, at urbanforestry@cityofsacramento.org. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arboriculture, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.23 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, at urbanforestry@cityofsacramento.org -and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.

Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.24 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).

1.25 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.

1.26 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 ANG 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, base, native material, curb, gutter and sidewalk 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 relocated to the right-of-way line 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. Salvaged irrigation material shall be returned to the property owner along with other privately owned facilities shown on the Plans to be removed. All other excess material shall become the property of the Contractor and be disposed of away from the project site.

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 - EROSION CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City 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 erosion control, including placement, monitoring, maintenance, and removal of all BMPs, and other construction site management as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - METAL BEAM BRIDGE RAILING TO REMOVE

Existing metal beam bridge railing shall be in accordance with Section 13 of the Standard Specifications. Metal beam bridge railing and associated components shall become property of the Contractor upon removal.

Payment shall be at the price bid per linear foot of Metal Beam Bridge Railing To Remove and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in removing metal beam bridge railing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - 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. This item shall include grading behind the proposed sidewalk necessary to match the existing grades and improvements.

This work shall include excavation and grading necessary to construct the proposed street section, ditch grading and ditches, median, curb, gutter, sidewalk, driveways, walkways, and shall include finish grading to match the back of sidewalk to surrounding grade using a maximum 2:1 slope 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 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 indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading shall be included in the unit bid price for this item and shall not be made separately.

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. 6 - ASPHALT CONCRETE PAVEMENT TO PLACE

Asphalt concrete shall be Type A, 3/4" 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. 7 - 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, shoulder area, and under the proposed curb, gutter, sidewalk and driveways.

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. 8 - 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.

The forming and construction of driveways and curb ramps, including detectable warning surfaces, shall be paid under this item of the proposal. The curb ramps shall be constructed where shown on the Plans or as directed by the Engineer.

Concrete steps, where required, to conform to existing walkways at the back of proposed sidewalk will be quantified and paid for as sidewalk and no additional compensation will be allowed therefor.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

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. 9 - CURB AND GUTTER TYPE 2 TO CONSTRUCT

Portland cement concrete curb and gutter type 2 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of the curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp back per cubic yard of concrete.

Payment shall be at the unit price bid per 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 and gutter type 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - AC RAMP TO PLACE

Asphalt concrete (AC) ramps shall be constructed 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. The AC ramps shall be 4" minimum thick Type A 1/2” maximum aggregate (coarse) AC.

The base AC Ramps shall be painted with a 1’ white thermoplastic stripe so they are visible to approaching traffic. The cost of thermoplastic stripe shall be considered as included in the price bid for AC Ramps and no additional compensation will be allowed therefor.

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

ITEM NO. 11 - CONCRETE BARRIER TYPE 26 (MOD) TO CONSTRUCT

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the State Standard Specifications and these special provisions. This bid item includes barriers with varying width walkways as shown on the plans and State Standard Plans.

If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and the Contractor shall drill a new hole adjacent to the rejected hole to the depth shown on the plans.

Payment shall be at the contract price bid per linear foot for Concrete Barrier Type 26 (Mod) To Construct and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Concrete Barrier Type 26 (Mod), complete in place, including, but not limited to, excavation, backfill and disposal of surplus material, surface preparations, drilling and bonding dowels, concrete and reinforcing steel, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

ITEM NO. 12 - TUBULAR HAND RAIL TO PLACE

Tubular handrailing shall conform to the provisions in Section 83-1, "Railings," of the State Standard Specifications.

Payment shall be at the contract price bid per linear foot for Tubular Hand Rail To Place and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Tubular Hand Rail, complete in place, including, but not limited to, excavation, backfill and disposal of surplus material, surface preparations, post pockets, concrete and reinforcing steel, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

ITEM NO. 13 - METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the State Standard Specifications and these special provisions.

Line posts shall be wood. Blocks shall be wood or plastic.

Alternative flared terminal system shall be furnished and installed as shown on the plans and in conformance with these special provisions.
The allowable alternatives for a flared terminal system shall consist of one of the following or a Department approved equal.

A. TERMINAL SYSTEM (TYPE FLEAT) - Terminal system (Type FLEAT) shall be a Flared Energy Absorbing Terminal 350 manufactured by Road Systems, Inc., located in Big Spring, Texas, and shall include items detailed for terminal system (Type FLEAT) shown on the plans. The Flared Energy Absorbing Terminal 350 can be obtained from

the distributor, Universal Industrial Sales, P.O. Box 699, Pleasant Grove, UT 84062, telephone (801) 785-0505 or from the distributor, Gregory Highway Products, 4100 13th Street, S.W., Canton, OH 44708, telephone (330) 477-4800.

B. TERMINAL SYSTEM (TYPE SRT) - Terminal system (Type SRT) shall be an SRT-350 Slotted Rail Terminal (8-post system) as manufactured by Trinity Industries, Inc., and shall include items detailed for terminal system (Type SRT) shown on the plans. The SRT-350 Slotted Rail Terminal (8-post system) can be obtained from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, telephone (800) 772-7976.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications. The Certificate of Compliance shall certify that the terminal systems furnished conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

Terminal systems shall be installed in conformance with the manufacturer's installation instructions and these requirements. Each terminal system installed shall be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

For terminal system (Type SRT), the steel foundation tubes with soil plates attached shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 149° F or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

For terminal system (Type FLEAT), the soil tubes shall be, at the Contractor's option, driven with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted. Wood posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 149° F or less. The edges of the wood posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

Payment shall be at the contract linear foot price paid for Metal Beam Guard Rail to Place and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing metal beam guard railing with flared terminal system and (Type WB) transition railing, complete in place, including excavation, backfill and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 14 - CRASH CUSHION (QUADGUARD II – TL-2 LAYOUT) TO PLACE

The Contractor shall furnish and install crash cushion mechanism at the location shown on the plans. Crash cushions shall be QuadGuard II (TL-2 Layout) manufactured by Trinity Highway Products, LLC.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved in acquiring and constructing the crash cushion mechanism complete in place as shown on the Plans, per manufacturer specifications, as specified in these Technical Specifications, and as directed by the Engineer.

ITEM NO. 15 - STORM DRAIN PIPE TO REMOVE

Existing storm drain pipe shall be removed where shown on the plans and in accordance with these special provisions. Removal of storm drain pipes shall conform to the requirements of Section 13-3 of the Standard Specifications.

Patching of connections to existing storm drain maintenance holes is considered as included with this item and no additional compensation will be allowed therefor.

Payment shall be at the price bid per each Storm Drain Pipe to Remove and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to remove storm drain pipe.

ITEM NO. 16 - DRAIN INLET TO REMOVE

This item shall include the removal of existing drainage inlets as shown on the Plans. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: William Roberts, Drainage Superintendent (916) 808-6955.

Pavement cutting for the removal the drain inlet shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price indicated in the proposal per each drain inlet and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to remove this item. The bid cost for this item shall include pavement cutting, backfill, and surface restoration.

ITEM NO. 17 - TYPE B DRAIN INLET TO CONSTRUCT

Type B Drain Inlets shall conform to Sections 20, 24 and 38 of the Standard Specifications.

Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place, maximum wall thickness shall be 8-inches.

The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ inch and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

The open back hood shall be cast iron or approved equal.

The vertical distance between the grate and the top of the hood shall be a minimum of 5" and a maximum of 8". If the top of the hood must be placed below the top of curb, there shall be a minimum 3" cover of concrete. One number 4 rebar shall be placed in the concrete and shall extend 12" on both sides of the hood. If the top of the hood is placed flush with the top of curb, the Contractor shall embed hood in concrete, 4 inches from the back of the hood extending 6 inches beyond both ends of the hood.

Drain lead shall be connected to drain inlet with approved waterstop cast into side wall with non-shrink grout. Waterstop shall have a minimum of 2-inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

Surface restoration shall be in accordance with the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to drain inlet removal and installation shall be paid for as part of this item.

Drain Inlets shall be labeled per the City Standard Specifications.

Payment shall be at the unit price indicated in the proposal per each Type B Drain Inlet constructed and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to construct this item complete in place. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 18 - 12" PVC DRAIN PIPE TO PLACE

Where shown on the Plans, 12-inch diameter drain pipes shall be PVC. Drain lead connections shall be included in this item. Drain pipes shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

If the depth of cover is less than 12 inches, the Contractor shall encase pipe with controlled density fill as specified in the General Requirements, “Trench Excavation and Backfill,” herein or with concrete protective covering as specified in the Standard Specifications, Section 38, drawing S-250. When the Engineer approves shallow placement of DI leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8 of the Standard Specifications.

When connecting to a manhole:

A) All connections to the manholes not cast as part of the base shall be made by use of a coring machine and a "Cor-N-Seal" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

After mandrel inspection, the DI leads placed may be inspected by the City's Field Services Division utilizing a robotic T.V. camera. It shall be the Contractor's responsibility to coordinate the T.V. inspection with the Engineer.

The lead invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.0025 ft/ft unless otherwise approved by the Engineer. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing, or altering drain inlet or lead elevations.

Payment shall be at the price bid per lineal foot of proposed 12” PVC pipe to install and shall include full compensation for furnishing all labor, materials, tools, surface restoration, equipment and incidentals and for doing all work involved in constructing 12” PVC pipe as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 19 - CONCRETE APRON TO CONSTRUCT

Contractor must construct concrete aprons at pipe outlets as shown on the Plans and in accordance with Section 20 “Concrete in Structures” and section 21 “Placing Steel Reinforcement” of the Standard Specifications and Section 51 “Concrete Structures” of the State Standard Specifications.

Where indicated on the Plans, Contractor must install the concrete apron to conform with a pipe. Concrete aprons shall be installed to the dimensions and depths indicated on the plans.

Payment shall be at the unit price indicated in the proposal per each concrete apron installed. The Contract unit price paid for each concrete apron installed includes full compensation for all excavation, form work, reinforcement, conforming to existing creek paving, labor, materials,

tools, equipment, and incidentals, and for doing all the work necessary to construct the concrete, complete in place, as shown on the Plans, and as specified in the State Standard Specifications and these Technical Specifications, and as directed in writing by the Engineer.

ITEM NO. 20 - RECONSTRUCT MAINTENANCE HOLE NO. 4

Existing maintenance holes shall be reconstructed to meet 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 reconstructing 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 reconstructing maintenance holes to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 21 - WATER VALVE BOX TO ADJUST TO GRADE

Water valves boxes 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.

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. The Contractor shall be assessed a $500 administrative penalty for each utility box shown on the swing tie map that is not 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 to grade, as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 22 - CONSTRUCT SIDEWALK BARRICADE

This work includes the permanent installation of sidewalk barriers at the locations shown on the plans. Sidewalk barriers installed must conform to the details shown in Section 38 of the Standard Specifications (DWG. T-102).

Payment shall be at the unit price bid per each barricade constructed. This price will include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved in Construct Sidewalk Barricade complete in place as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer.

ITEM NO. 23 - THERMOPLASTIC TRAFFIC STRIPING (DETAIL 2) 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. Retro reflective markers as specified in the striping detail are considered as included in the lineal foot price bid.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (Detail 2) and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (Detail 2) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 24 - THERMOPLASTIC TRAFFIC STRIPING (DETAIL 22) 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. Retro reflective markers as specified in the striping detail are considered as included in the lineal foot price bid.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (Detail 22) and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (Detail 22) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 25 - THERMOPLASTIC TRAFFIC STRIPING (DETAIL 27B) 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. Retro reflective markers as specified in the striping detail are considered as included in the lineal foot price bid.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (Detail 27B) and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (Detail 27B) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 26 - TRAFFIC SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing traffic signs on new posts. Signs 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.

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".

This item shall include of installing new posts for traffic signs which conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions.

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 Standard Specifications.

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 ¾-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. 27 - STREETLIGHT MODIFICATION

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the streetlight modification as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing conduits, pull boxes with lockable lids, 2006 Caltrans CIDH Pile foundation, anchor bolts, traffic control measures, incidentals, and all appurtenances shown on the Plans and called for in these Special Provisions.

Work also includes intercepting existing conduit and conductors, relocating an existing mastarm streetlight, abandoning existing conduit, abandoning existing foundation, removing conductors, and removing pull box, and all items shown on the Plans and called for in these Special Provisions.

The City of Sacramento shall provide the conductors (#6 and #10) for the Vinci Avenue Bridge and Roadway Improvement Project. The conductors are embossed with the City of Sacramento lettering. The Contractor shall pick-up the City Furnished conductor from the City of Sacramento Corporation Yard and deliver to the jobsite. Contractor shall install the conductors as specified in the Plans. Contractor shall also make all final wire connections.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and liquids, such as oil and machinery coolant, on the sidewalk, driveway, and curb ramp areas that was caused by the contractor during construction.

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

3. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

3.1 CITY FURNISHED EQUIPMENT

The Contractor shall pick-up all City furnished equipment at the City Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California, and deliver these items to the job site. *Contractor is responsible to provide machinery and manpower to unload and load all city furnished equipment.* Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the equipment pick-up with the City Inspector. Equipment pick-up shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City.

The Contractor's responsibility for City supplied equipment shall be in accordance with Section 6-1.02, "State-Furnished Materials," of the State Standard Specifications.

3.2 CONDUIT MATERIAL

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-10 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amain ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% ± 0.5% by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

Duct seal shall be installed on all conduits.

All new conduits starting/terminating in pull boxes shall have End Bells.

3.3 CONDUIT INSTALLATION

Conduit installation shall be in accordance with Section 34-9, 34-10 of the Standard Specifications and as modified by these Special Provisions. "Jet-rodding" is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall

terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

Contractor shall replace roadway striping and markings with same material if damaged by directional drilling, bore pits, potholes, or trenching. Replacement striping and markings shall be thermoplastic or paint, per the City of Sacramento Standards.

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end of each work day. All conduit installed by trenching shall be anchored every 15 feet to the bottom of the trench, with an approved method, so as to prevent the conduit from floating when the concrete is backfilled into the trench.

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with ¾" aggregate (coarse); except on residential streets where the base course shall be Type A, ¾" aggregate (coarse) and surface coarse shall be Type B, ½" aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cementand fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in

the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.

Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18”) below the finished grade in sidewalk areas and not less than thirty inches (30”) in all other areas except as otherwise specified or directed by the Engineer.

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed “drilling corridor” to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3’) from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3’) measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

3.4 CONDUCTORS

Conductors shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables, unless otherwise specified.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

3.5 INSPECTION

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

3.6 MASTARM STREETLIGHT

A. General

The installation of mastarm streetlight foundations shall be in accordance with the latest California Department of Transportation Standard Plans, unless otherwise specified in these Special Provisions and Plans. Remove concrete forms on poles upon project completion. Remove all plywood, forms, excess and leftover concrete, and other debris as a result from construction upon project completion.

B. Vinci Avenue Bridge and Roadway Improvements

Contractor shall relocate the existing mastarm streetlight to new location as shown in the plans and as directed by the Engineer.

- Contractor shall provide and install new foundation. The foundation shall be placed within the City of Sacramento Right of Way. Contractor to measure existing bolt circle diameter of baseplate, prior to setting new foundation. Use CalTrans 2006 CIDH Pile foundation standards.
- Contractor shall provide and install new anchor bolts. Contractor to determine size and length of existing anchor bolts.

3.7 PULL BOXES

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

a. All new pull boxes shall be set in place prior to pouring any new sidewalk. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways. Contractor shall cut, remove and replace the

concrete to the nearest joint when installing new pull boxes. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

b. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.

c. All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.

1) Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids manufactured by Jensen MetalTech or approved equal. (#5 PB - Locklid 1324 Lid LL K-S TrxPlt Sac Glv; #6 PB – LockLid 1730 Lid LL K-SD TrxPlt Sac Glv). The City of Sacramento has also approved Sipra Corp's Lockjaw! Security lids, and WESCO's Mr. Steel Security lids.
2) Lid shall be ¼" thick minimum galvanized steel.
3) Lid shall be manufactured with slip resistant surface.
4) Lid shall be non-traffic rated, unless otherwise specified.
5) Lid shall be equipped with a lock mechanism which can be secured from the top of lid.
6) Lock shall be recessed in a1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.
7) A steel welding plug shall be provided by the manufacturer to be inserted into the 1 inch diameter recessed lock. (Locklid # Plugs Sac Stl Plgs LkLd Lids, or approved equal).
8) Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
9) No. 5 pull boxes shall have a single cam locking system, or approved equal.
10) No. 6 pull boxes shall have a double cam locking system, or approved equal.
11) Lid shall have a grounding lug.
12) Supply five sets of keys for the locks.
13) Supply two sets of lifting tools for the lid.
14) Lid shall be free of scratches, defects, and debris. Lids shall be installed new.
15) SIPRA Corp Lockjaw Utility Box Security Lid is also an acceptable product. Galvanized lid. No electric markings on lid. 3/16" Diamond Plate. Provide three sets of locking tools for project.

APPENDIX A

Labor Compliance Requirements for This Project

By submitting a bid for this project you are agreeing to comply with the City's Labor Compliance Program

CITY OF SACRAMENTO

LABOR COMPLIANCE HANDBOOK 2015

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE

Revised 4-7-15 KW

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 *(also for all SB854 related information).*

Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)

Every contract for any construction project, as defined in Section 1782 of the California Labor Code, to be performed within the state at the expense of the city, or paid out of city moneys, whether such work be done directly under contract award, or indirectly by or under subcontract, sub partnership, day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in addition to other provisions required by law, that any person performing labor in the state in execution of such contracts, subcontract, sub partnership, day labor, station labor, piece work or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the city; provided, however, that the foregoing provisions as to payment of the general prevailing rate of wages shall not apply to: (a) contracts for any construction project originally awarded or executed in an amount of twenty-five thousand dollars (**$25,000.00**) **or less**; (b) contracts for any **alteration, demolition, repair, or maintenance work** originally awarded or executed in an amount of fifteen thousand dollars (**$15,000**) **or less**; (c) materials for which no manufacturing plant exists in the city; or (d) standard materials or commodities carried in stock by dealers or manufacturers generally.

The general prevailing rate of wages shall be the general prevailing rate of wages for the area in which the city is located as determined by the director of the Department of Industrial Relations pursuant to Labor Code Section 1773. Every contract for which the payment of the general prevailing rate of wages is required shall provide that the determination of the director of the Department of Industrial Relations in force at the time the notice to bidders is published with respect to the general prevailing rate of wages in private employment in the city for similar work shall be binding upon the parties any contract awarded as a result of such notice.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at http://www.dir.ca.gov/. Frequently asked questions can be found on the following link at: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.
Please refer to http://www.dir.ca.gov/ *for general requirements by DIR (Department of Industrial Relations in the State of California).*
For additional information about public works requirements, please visit the public works section at http://www.dir.ca.gov/Public-Works/PublicWorks.html***.***

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*
*** Effective** until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Double Asterisks ** (Indicates expiration date & a wage or fringe benefit increase) Example: Expiration Date of Determination: June 30, 2009**
** The rate to be paid for work performed after this date has been determined. **If work will extend past this expiration date, the new rate must be paid** and should be incorporated in contracts entered into now. Contact Division of Labor Statistics and Research (415) 703-4774.

FEDERAL WAGE DETERMINATION

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

http://www.wdol.gov

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the 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.

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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.

City of SACRAMENTO

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 be 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.

City of SACRAMENTO

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 APPRETICEABLE TRADES/CRAFTS WITHIN SACRAMENTO COUNTY

Asbestos Worker, Heat and Frost Insulator	**Parking and Highway Improvement (Striper)**
Boilermaker-Blacksmith	**Painter**
Bricklayer, Stonemason	**Plasterer**
Carpenter – All Related Trades	**Plaster Tender**
Carpet, Linoleum and Resilient Floor Layer	**Roofer**
Cement Mason	**Landscape/Irrigation Fitter**
Drywall Installer/Lather (Carpenter)	**Sprinkler Fitter (Fire Protection/Fire Control**
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

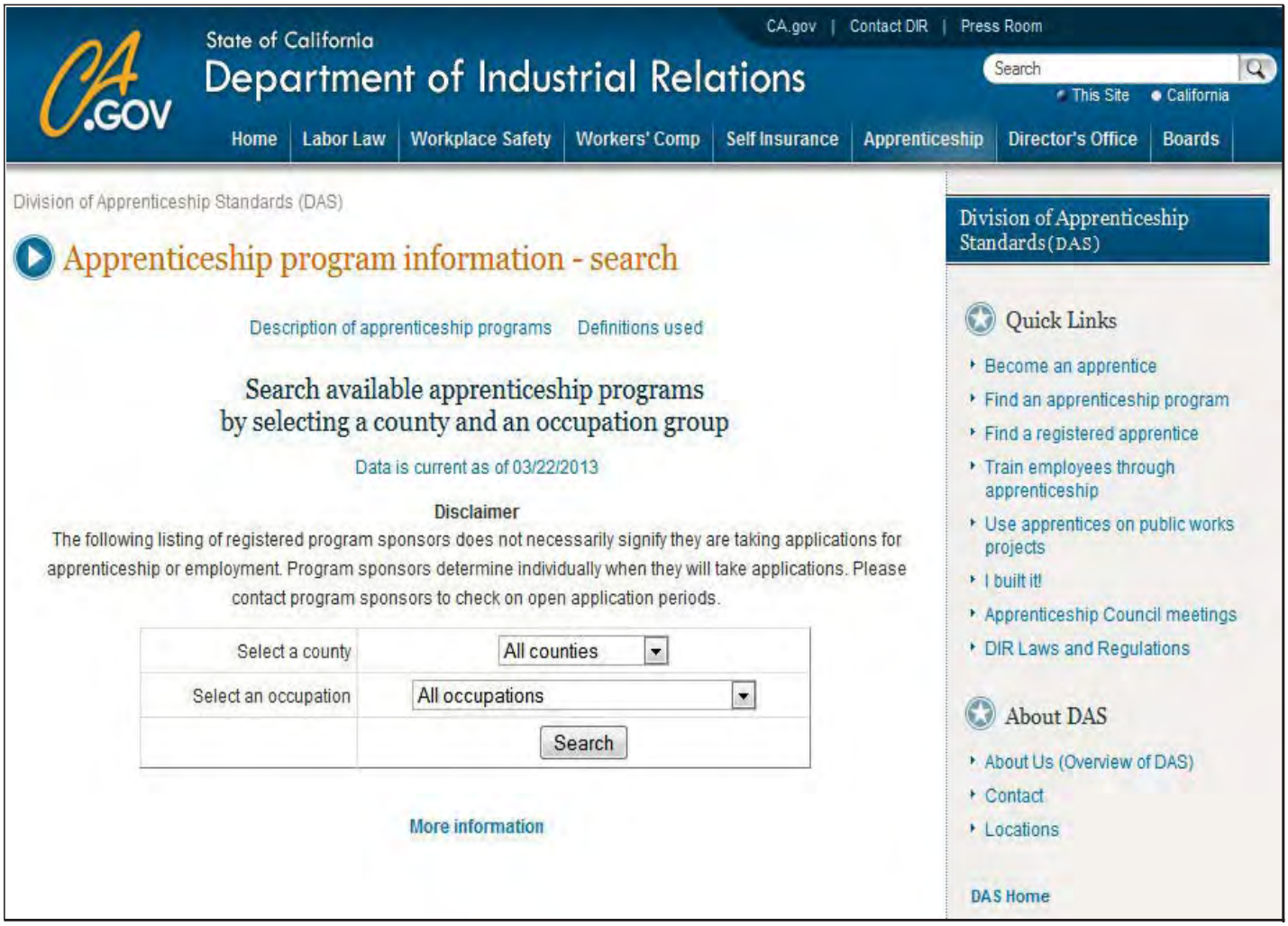
The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp

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.



(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)

CAC Training Fund Contributions

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

California Apprenticeship Council (CAC)

P.O. Box 511283

Los Angeles, CA 90051-7838

Overnight payments should be sent to:

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

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to r*esearch available apprenticeship programs by selecting a specific county and an occupation group)*

CAC - Public works training fund contributions

Division of Apprenticeship Standards (DAS)

Training Fund Search

This search function allows awarding agencies, labor and contract compliance organizations, contractors, and other interested parties to view and print a specific contractor's Training Fund contribution paid to the California Apprenticeship Council for the previous 24 months. The payment of the training funds is regulated by California Labor Code 1777.5(m) (1)

Please enter the contractor's license number to begin search.

If you do not know the contractor's license number you may search for it at this site: www.cslb.ca.gov

For employers without a Contractor's license you may look up the id number that was assigned

If you have any comments, questions or suggestions please send them to trainingfund@dir.ca.gov

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PRE CONSTRUCTION DOCUMENTS

CITY OF SACRAMENTO
CALIFORNIA

NOTICE TO PROCEED
Project #PROJECT NUMBER
PROJECT NAME

DATE

PRIME NAME
PRIME ADDRESS
PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on DATE. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS) working days from the date of this notice. Forty eight hours prior to starting work, please notify the Project Manager, PM NAME at (916) 808-EXT or PM EMAIL@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENT ADDRESS
DEPARTMENT CITY, STATE ZIP
Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

Receipt Acknowledge,

CONTRACT & COMP NAME Date
Contracts & Compliance Specialist

Signature Date

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME

City of SACRAMENTO

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.govh/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 15th.**

Training Fund Contribution Letter -are **due monthly by Prime and Sub- Contractors**. (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)

⇨ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. The apprentice certificate is to be uploaded into LCPtracker prior to approval. *References: Labor Code 1777.5; Contract Provision*

❑ Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

Certified Payroll Records

- **Certified Payroll Reports *(CPR)*** Input into LCPTracker.net and delivered to the DIR as of April 1, 2015. ***The CPR's for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California.*** **CPR's are due within ten (10) days of pay period end date**. CPR's shall contain the same information for compliance with ***LC § 1776.*** Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.

- **Fringe Benefit Statement: Form 420 (Located on 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

City of SACRAMENTO

Classification Worksheet

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

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

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

- ☐ Asbestos
- ☐ Electricians
- ☐ Pile Drivers
- ☐ Boilermaker
- ☐ Elevator Mechanic
- ☐ Pipe Trades
- ☐ Bricklayers
- ☐ Glaziers
- ☐ Plasterer
- ☐ Carpenter
- ☐ Iron Workers
- ☐ Roofers
- ☐ Tile Workers
- ☐ Carpet/Linoleum
- ☐ Laborers
- ☐ Sheet Metal
- ☐ Cement Mason
- ☐ Millwrights
- ☐ Sound/Communication
- ☐ Drywall Finisher
- ☐ Operating Engineer
- ☐ Surveyor
- ☐ Drywall/Lather
- ☐ Painters
- ☐ Teamster
- ☐ Other (specify) _____

PLACE ON COMPANY LETTERHEAD

Date: April 25, 2014

INSERT PROJECT OWNER Address

INSERT PRIME SUBCONTRACTOR Address

To whom it may concern:

I, the undersigned, hereby authorize ..... to sign on our behalf in all manners relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by ..... on our behalf shall have the same effect as acts of our own.

This affirm that the signatories identified above have the authority under penalty of perjury to affirm that required forms and certified payroll records are originals or are full, true and correct copies of the original and correctly depict the Trades, Crafts and Classifications of work performed; hours and days worked; and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to public works contract.

This authorization is valid until further written notice from (COMPANY NAME).

Sincerely,

(Company counsel or company officer's signature)

(Name Address and Title)

City of Sacramento

PW-300 Form

Instructions: The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractors information in the Prime Contractor box and list yourself as the Subcontractor. Fill out the information that is known. If you are a Subcontractor with lower tier subs please put your company name under the Prime Contractor field and all subs under the Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier then a revision to the PW-300 Form is required. DIR REGISTRATION # MANDATORY

PRIME CONTRACTOR			
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 #	

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
Add additional pages if necessary.			

City of Sacramento

PW-300 Form

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	

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	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	

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.*

☐ 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; 1777.7and1813*.

☐ 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: _____
PROJECT NAME: _____
PROJECT CONTRACT NO.: _____ County/location: _____

HEALTH AND WELFARE

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/PER HOUR	
CONTRIBUTIONS	WEEKLY ❑	MONTHLY ❑	QUARTERLY ❑	ANNUALLY ❑

PENSION

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

VACATION/HOLIDAY

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

TRAINING

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

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR

CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR

CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR

CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑

OTHER

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

ADMINISTRATOR Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR

CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR

CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑

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 AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

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

Check One Of The Boxes Below

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

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

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

Signature _____ *Date* _____

Typed Name _____

Title _____

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

DAS 140 (REV. 1/04)

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** .....

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

☐ **Revoked**

☐ **End of Project** (Enter project name and address in Area Covered above)

☐ **Date** .....
Date

☐ **Other** .....
Specify

EFFECTIVE DATE

[SIGNED] By ..... **Date** .....
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/09)

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

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:

MUST be signed by both Committee and DAS prior to submission

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/09)

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: ☐ No: ☐	
COUNTY OF RESIDENCE			
OCCUPATION			O*Net code
TERM OF APPRENTICESHIP Hours Within Years	STRAIGHT TIME Hours per day: 8 Hours per week: 40		

This agreement is between the above named apprentice employed by the below named employer, and

PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having_____months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about_____, 20____, upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this_____day of_____, 20_____by _____

DAY MONTH YEAR SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

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

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE TITLE

NAME OF EMPLOYER

ADDRESS

SIGNATURE -- SECRETARY / CHAIR / COORDINATOR DATE

ACCEPTED BY DAS

SIGNATURE -- APPRENTICESHIP CONSULTANT DATE

for unilateral programs only]
This agreement is approved by _____ for the Administrator of Apprenticeship

TO THE APPRENTICE: California Civil Code Sec. 1798.17 requires State agencies which collect personal information to indicate the authority under which the data are requested. If personal information not specifically authorized by law is requested, individuals must be informed that supplying the information is voluntary. It also provides that state agencies may change or modify records at the request of the individual.

Questions C and E below are voluntary. All others are authorized by law, as indicated by the reference in each section. If the authorized questions are not answered, the apprentice agreement cannot be accepted.

The Division hopes, through collection of this data, to improve the apprenticeship program both for those presently enrolled and for future apprentices. Thank you.

CALIFORNIA APPRENTICE QUESTIONNAIRE

(USE INK OR BALLPOINT PEN)

A. Gender

☐ Male ☐ Female

(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215

B. Ethnic or Race Derivation (**Check only one)**

1 ☐ WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.

2 ☐ BLACK (Not of Hispanic Origin) -- A person having origins in any of the Black racial groups of Africa.

ASIAN OR PACIFIC ISLANDER -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea and Samoa.

A	☐	Asian	Asian Indian
B	☐	Asian	Bangladeshi
C	☐	Asian	Chinese
D	☐	Asian	Cambodian
6	☐	Asian	Filipino
E	☐	Asian	Hmong
I	☐	Asian	Indonesian
J	☐	Asian	Japanese
K	☐	Asian	Korean
L	☐	Asian	Laotian
M	☐	Asian	Malaysian
P	☐	Asian	Pakistani
R	☐	Asian	Sri Lankan
T	☐	Asian	Taiwanese
U	☐	Asian	Thai
V	☐	Asian	Vietnamese
F	☐	Native Hawaiian	Fijian
G	☐	Native Hawaiian	Guamanian
H	☐	Native Hawaiian	Hawaiian
S	☐	Native Hawaiian	Samoan
W	☐	Native Hawaiian	Tongan

4 ☐ AMERICAN INDIAN OR ALASKAN NATIVE -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

7 ☐ HISPANIC -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.

(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)

C. Number of Dependents (Do not count yourself)

0	☐ None	4	☐ Four
1	☐ One	5	☐ Five
2	☐ Two	6	☐ Six of More
3	☐ Three		

(Voluntary)

D. Highest Year of Education Completed

1	☐ 8th Grade or less	6	☐ 1 Year of College
2	☐ 9th Grade	7	☐ 2 Years of College
3	☐ 10th Grade	8	☐ 3 Years of College
4	☐ 11th Grade	9	☐ 4 or more Years of College
5	☐ 12th Grade (or GED Certificate)		

(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)

E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)

0	☐	None
1	☐	Less Than 1 Year
2	☐	1 But Less Than 2 Years
3	☐	2 But Less Than 3 Years
4	☐	3 But Less Than 4 Years
5	☐	4 But Less Than 5 Years
6	☐	5 Years or More

(Voluntary)

F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?

☐ Yes ☐ No

If yes, Please Enter:

Month and Year Entered _____

Month and Year Separated ____

Total Months served on Active Duty _____

Apprentice's Signature _____

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:

To Applicable Apprenticeship Committee:

Name:_____

Address:_____

_____

Tel. No._____**Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License 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. 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

Sign In

Email Address:

Password:

Remember me on this computer

Sign In

First Time User

Forgot Password

To create an account please select the First Time User button above.

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https://apps.dir.ca.gov/ecpr/DAS/AltLogin

CAC - Training Fund Contributions

You must enter all requested information in order to ensure successful submission and processing of your payment.
Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

You must use the BUTTON on the bottom of the page to submit for an invoice coupon.
TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY. USE THE TAB KEY INSTEAD.

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment.

Training Fund Contributions Form CAC2

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: * City: * State: * ZIP:	* Contract/Project Number	*Period End: (MM/DD/YYYY)	Comments:

* Name of the submitting party:	* Submitter's Title:	* Submitter's Email:	*Submitter's Phone: e.g., (999) 999-9999

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

	* 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

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:

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The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCPtracker. This form can be retrieved at: **https://www.dir.ca.gov/das/tf/cac2.asp.** 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

City of SACRAMENTO

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

VERFICATION FORM UNION CONTRACTORS

****Training Fund Contributions are due on the 15th of each month****

PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION	CONTRACTOR'S LICENSE NUMBER
	CONTRACT OR PROJECT NUMBER
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.
	PERIOD COVERED BY CONTRIBUTION (FROM - TO)

CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC).	COUNTY WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT
			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

City of SACRAMENTO

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

City of SACRAMENTO

Contractors Certificate of Completion – Form 264

To be completed by the Prime Contractor at time of completion.

Project Name & Number	
Contractor Name	

I,_____(Name),_____(Title) of _____ _____(Company Name), declare under penalty of perjury that:

I know of my personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the City, shall operate as a bar to claim against the Contractor under the terms of the guarantee provision of the contract documents.

Executed this_____day of_____20____, at_____, California.

_____	_____	_____
Signature	**Title**	**Date**

Checklist of Documents Required for Labor Compliance on LCPtracker.net

- ✓ **PW300** - This is due within 10 days of person meeting and needs to be uploaded. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report and must be signed.
- ✓ **Checklist of Labor Law Requirements** - prime due this on or before person meeting, subs need to have this finished within 10 days of person meeting. All boxes must be checked and it must be signed.
- ✓ **Fringe Benefit Statement** - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.
- ✓ **DAS140** - due prior to commencing work on a project (one for each determination)
- ✓ **DAS142** - due 72 hours prior to the report date on a project (one for each determination)
- ✓ **CAC2** - due monthly- one for each determination (due on the 15th day of the month for work performed during the preceding month) If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.
- ✓ **Training Fund Contribution Confirmation Letter** – this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.
- ✓ **CPR's**- Certified payroll is due within 10 days of pay period end date

LCPtracker.net phone support is available at (714) 669-0052 Option 4; if they do not pick up please leave a message and they will get back to you. All calls are logged in with a date and time, but if you don't leave a message you will not get a phone call back. **E-mail support is available at support@lcptracker.com.** To assist those at support please include your User ID, a direct call back number, contact name and a brief description of the issue you are facing.

All forms are available under the e-Documents tab on LCPtracker. It is best practice to use the forms that have been provided to you under that e-docs tab to increase efficiency in processing pay request and remain compliant.

Helpful Links and Contact Information:

1. **Department Of Industrial Relations (DIR):**
   Web-Link: http://www.dir.ca.gov/
   Contact DIR: http://www.dir.ca.gov/Contactus.html

2. **Division of Labor Standards Enforcement (DLSE):**
   Web-Link: http://www.dir.ca.gov/dlse/dlsepublicworks.html

3. **Division of Apprenticeship Standards (DAS):**
   Web-Link: http://www.dir.ca.gov/das/das.html

   Apprentice Certification:
   Web-Link: http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp

   CAC Public Works Training Fund Contributions:
   Web-Link: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html

4. **California General Prevailing Wage Determination:**
   Web-Link: http://www.dir.ca.gov/OPRL/pwd/ (Journeymen)
   http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp (Apprentice)

5. **Davis Bacon Wage Determination Rates:**
   Web-Link: http://www.wdol.gov/dba.aspx

6. **Public Works Information- Frequently Asked Questions:**
   Web-Link: http://www.dir.ca.gov/das/publicworksfaq.html

7. **LCPtracker.net**
   Web-link: https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx
   Support Phone Number: 714-669-0052 Option 4
   E-mail: support@lcptracker.com

THINGS TO REMEMBER:

Labor Compliance Forms due Prior to Work Beginning (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.

CITY OF SACRAMENTO

IMPROVEMENT PLANS FOR

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS

(MAINTENANCE SERVICES PROJECT)

(PN: T15125500)

APPROVED BY: _____ _____

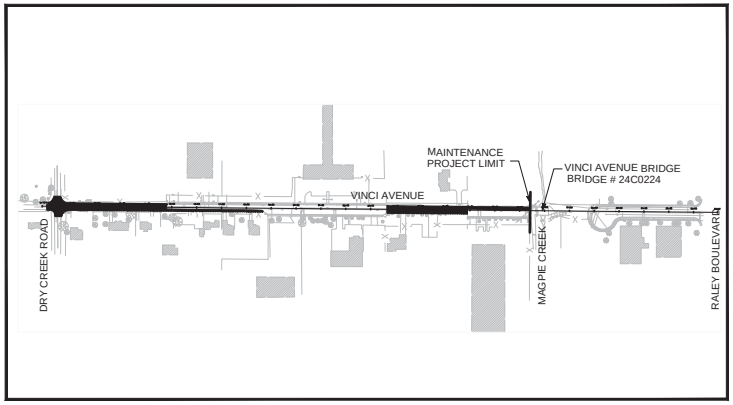
TIM MAR, R.C.E. 45946 — DATE
SENIOR SUPERVISING ENGINEER

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL, DATED SEPTEMBER 1990. CITY STANDARD SPECIFICATIONS, DATED JUNE 2007 WITH ADDENDUM #1 (AUGUST 2009) AND ADDENDUM #2 (APRIL 2012), CALTRANS STANDARD PLANS, 2006 EDITION, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2014 EDITION.
2. THREE WORKING DAYS PRIOR TO PROJECT STAKING, THE CONTRACTOR SHALL SUBMIT TO THE RESIDENT ENGINEER A COMPLETED CONSTRUCTION STAKING REQUEST FORM.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND FOR PROVIDING PROPER AND SAFE ROUTING OF THE VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF THE CALIFORNIA M.U.T.C.D.
4. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO WORK COMMENCEMENT.
5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED SEWER AND/OR DRAINAGE IMPROVEMENTS ARE PLACED.
6. THE RESIDENT ENGINEER SHALL DETERMINE THE EXACT LIMITS OF PAVEMENT REMOVAL IN THE FIELD. EXISTING ASPHALT AND CONCRETE TO BE SAWCUT, SHALL BE SAWCUT IN A NEAT STRAIGHT LINE A MINIMUM OF 2-1/2" DEEP. THE EXPOSED VERTICAL EDGES SHALL BE TACKED WITH EMULSION PRIOR TO ASPHALT CONCRETE PAVING.
7. DEMOLITION OF EXISTING FEATURES SHALL BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILTY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY HIS OPERATIONS, AT HIS EXPENSE.
8. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PROTECTING EXISTING TREES NOT SCHEDULED TO BE REMOVED BY THIS CONTRACT. ANY TREE DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CAPPING AND RELOCATING EXISTING SPRINKLERS AS DIRECTED BY THE ENGINEER.
10. AT THE TIME THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL POSSESS A CLASS 'A' LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.
11. ALL CURB, GUTTER AND SIDEWALK SHOWN TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO EXISTING CURB, GUTTER, AND SIDEWALK WHICH IS SHOWN ON THE PLANS TO REMAIN, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 ARDEN WAY SUITE 165, SACRAMENTO, CA PHONE 263-2800) PRIOR TO ANY TRENCHING EXCAVATION 5 FEET OR MORE IN DEPTH. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
13. REPLACEMENT OF LIVE SEWER SERVICES SHALL BE TO THE PROPERTY LINE. REPLACEMENT SEWER CLEANOUTS AND SERVICES SHALL HAVE THE SAME DIAMETER PIPE AS THE EXISTING, WITH THE EXCEPTION OF MAINTAINING A 4" MINIMUM DIAMETER.
14. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND SHALL RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE
15. THE CONTRACTOR, SUBCONTRACTOR OR SURVEYOR SHALL NOT CUT PERMANENT CROSSES INTO EXISTING CONCRETE CURBS, GUTTERS OR SIDEWALKS. THE CONTRACTOR SHALL BE ASSESSED AN ADMINISTRATIVE PENALTY OF $500 FOR EACH CROSS THAT IS CUT PERMANENTLY INTO EXISTING CONCRETE CURBS, GUTTERS, AND SIDEWALKS.
16. GUTTER SLOPES FROM THE FLOWLINE TO LIP SHALL BE 5% MAXIMUM FOR THE FULL-WIDTH OF ALL CURB RAMPS. THE 5% CROSS SLOPE SHALL TRANSITION TO THE STANDARD CURB AND GUTTER CROSS-SLOPE OVER A DISTANCE OF 3 FEET UNLESS NOTED OTHERWISE.

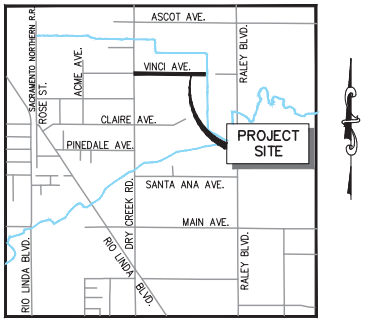
STANDARD ABBREVIATIONS

AB	— AGGREGATE BASE	(E) or EXIST	— EXISTING	PVC	— POLY VINYL CHLORIDE
AC	— ASPHALT CONCRETE	FH	— FIRE HYDRANT	R	— RADIUS
AP	— ANGLE POINT	FL	— FLOW LINE	RCP	— REINFORCED CONC. PIPE
AVE	— AVENUE	FM	— FORCE MAIN	RT	— RIGHT
BLDG	— BUILDING	FOC	— FACE OF CURB	R/W, ROW	— RIGHT-OF-WAY
BC	— BEGIN CURVE	FOW	— FACE OF WALK	S =	— SLOPE
BOC	— BACK OF CURB	G	— GAS	SD	— STORM DRAIN
BOW	— BACK OF WALK	GB	— GRADE BREAK	SDMH	— STORM DRAIN MH
CAB	— CABINET	GD	— GUTTER DRAIN	SDWK	— SIDEWALK
C&G	— CURB AND GUTTER	GV	— GATE VALVE	SHT	— SHEET
CG&S	— CURB, GUTTER AND SIDEWALK	JP	— JOINT POLE	SNS	— STREET NAME SIGN
CL or ℄	— CENTER LINE	LF	— LINEAR FEET	SPECS	— SPECIFICATIONS
CMP	— CORROGATED METAL PIPE	LIP	— LIP OF GUTTER	SS	— SANITARY SEWER
C/O	— CLEANOUT	LT	— LEFT	SSMH	— SANITARY SEWER MH
CONC	— CONCRETE	MB	— MAIL BOX	ST	— STREET
CONST	— CONSTRUCT	MFR'S	— MANUFACTURE'S	STA	— STATION
CTV	— CABLE TV	MH	— MAINTENANCE HOLE	STD	— STANDARD
CR	— CURB RAMP	MAX, MIN	— MAXIMUM, MINIMUM	SW	— SIDEWALK
CS	— COMBINATION SYSTEM	N/A	— NOT APPLICABLE	T or TEL	— TELEPHONE
CSMH	— COMBINATION SYSTEM MH	No., #	— NUMBER	T.O.N.	— TOP OF NAIL
CUT	— CUTLINE	N.T.S.	— NOT TO SCALE	TOB	— TOP OF BANK
DB	— DITCH BOX	PB	— PULL BOX	TOE	— TOE OF SLOPE
DI	— DROP INLET	PG	— PROPOSED GRADE	T.O.P.	— TOP OF PIPE
DRWY	— DRIVEWAY	PI	— POINT OF INTERSECTION	TYP	— TYPICAL
DWG	— DRAWING	PL	— PROPERTY LINE	TS	— TRAFFIC SIGNAL
E or ELECT	— ELECTRICAL	PP	— POWER POLE	W	— WATER
EC	— END CURVE	PCC	— PORTLAND CEMENT CONCRETE	W/	— WITH
EG	— EXISTING GRADE	(P), PROP.	— PROPOSED	WKWY	— WALKWAY
EL or ELEV	— ELEVATION	PERF	— PERFORATED	WM	— WATER METER
EP, EOP	— EDGE OF PAVEMENT	PM	— PARKING METER	WV	— WATER VALVE



SITE PLAN

LOCATION MAP



INDEX OF SHEETS

SHEET#	SHEET	SHEET TITLE
1	C-1	TITLE SHEET
2	C-2	PROJECT CONTROL DIAGRAM
3-6	C-3 TO C-6	LAYOUT & SECTIONS
7	C-7	CONSTRUCTION DETAILS

LEGEND

	EXISTING	PROPOSED
DROP INLET	□	■
MAINTENANCE HOLE	○	●
SANITARY SEWER	8"SS	8"SS
STORM DRAIN	12"SD	18"SD
GATE VALVE	⊘	●
WATER MAIN	6"W	6"W
WATER METER	■	
CURB, GUTTER & SDWK		
CENTER LINE		
RIGHT-OF-WAY		
ABANDON PIPE		
TREE		TO BE REMOVED
BUSH		TO BE REMOVED
STREET LIGHT/POST UP		
POWER POLE & GUY WIRE	PP	TO BE RELOCATED
PULL BOX	PB	
ELEVATION	X 34.34	34.34
CHAIN LINK FENCE	X X	x x x
WOOD FENCE	o o o	o o o
WROUGH IRON FENCE		
MAIL BOX	MB	MB TO BE RELOCATED
CUTLINE		OUTLINE
DRWY TRANSITION		PAVERS, CONC., AC DRWY, GRAVEL
DITCH CULVERT	12" CONC. PIPE	TO BE REMOVED 12" CONC. PIPE
CURB RAMP		TO BE CONST.

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

CAD FILE: P:\Techs\2013-CADD_Proj\T15125500 - Vinci Avenue Bridge\CADD\Sheets\VINCI C-1.dwg

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 48.927
DESCRIPTION
BM 258-B6A
HILTI NAIL LIGHT BASE SE CORNER RALEY BLVD AND VINCI ST.

FIELD BOOK 1452
SCALE
HORIZ. N/A
VERT. N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: K. CHAHAL/ B. KIKSMAN — DATE 9/8/2015
DESIGN BY: P. VULLIET — R.C.E. 70963 — DATE 9/8/2015
CHECKED BY: T. MAR — R.C.E. 45946 — DATE 9/8/2015

REGISTERED PROFESSIONAL ENGINEER PHILIP VULLIET NO. C 70963 Exp. 6/30/16 CIVIL STATE OF CALIFORNIA

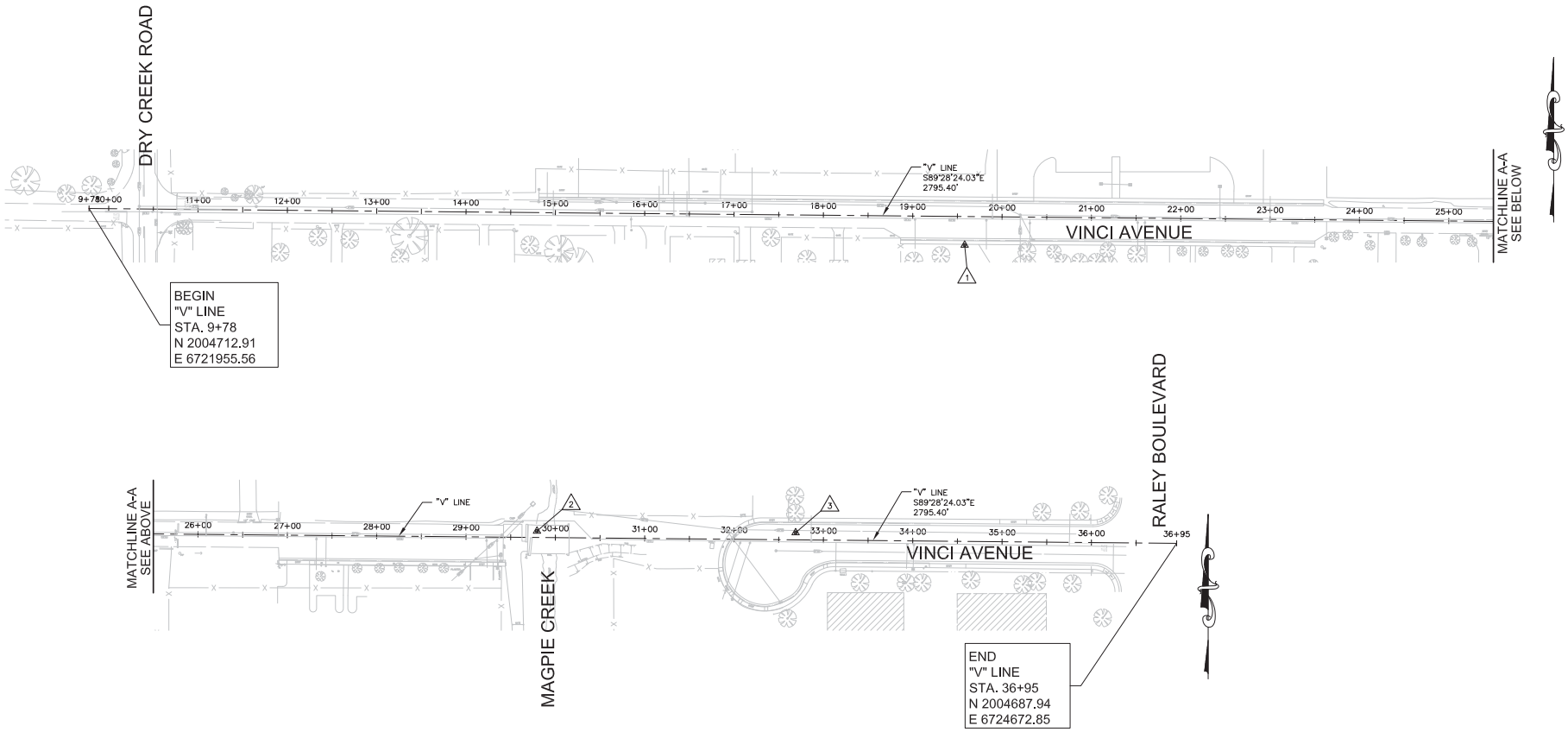
IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
TITLE SHEET

PN: T15125500

SHEET C-1 OF 6

SHEET No. 1 OF 6

9/8/2015 3:26:00 PM



POINT No.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2004671.96	6722935.64	----	BM
2	2004701.61	6723956.92	48.35	RP3 X IN BRIDGE
3	2004699.89	6724246.42	47.69	RP1

CAD FILE: P:\Tecta\2013-04030_Proj\T15125500 - Vinci Avenue Bridge\CADD\Sheets\VINCI C-2.dwg

SHEET No. 2 OF 11

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK

SCALE
HORIZ. 1"=60'
VERT. N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: _____ DATE 7/30/2015
DESIGNED BY: _____ R.C.E. _____ DATE 7/30/2015
CHECKED BY: _____ R.C.E. _____ DATE 7/30/2015

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
PROJECT CONTROL DRAWING

PN: T15125500

SHEET C-2 OF 6

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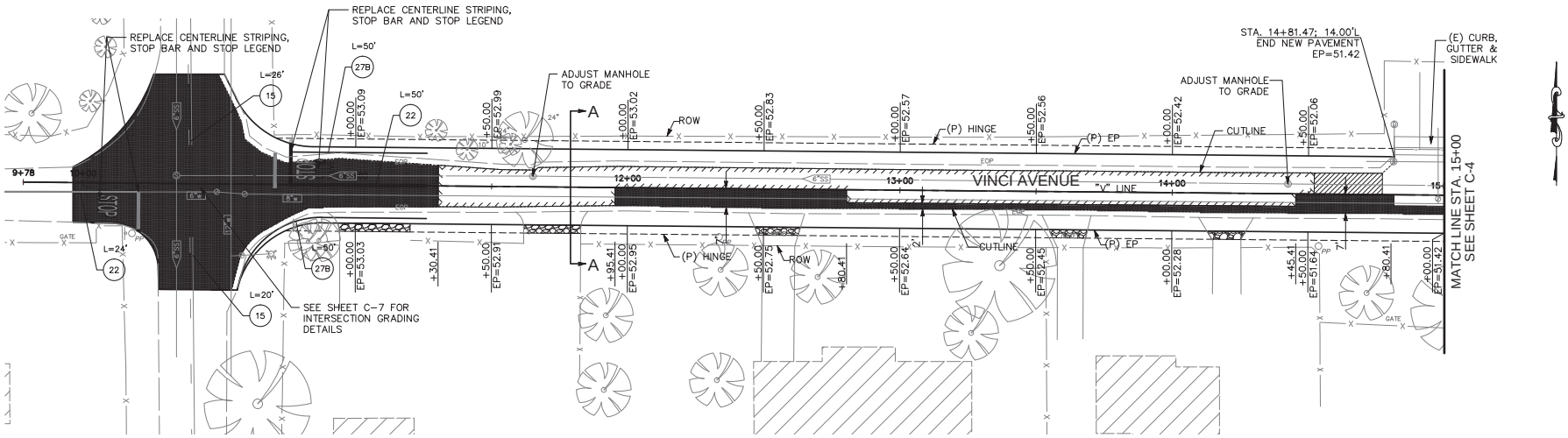

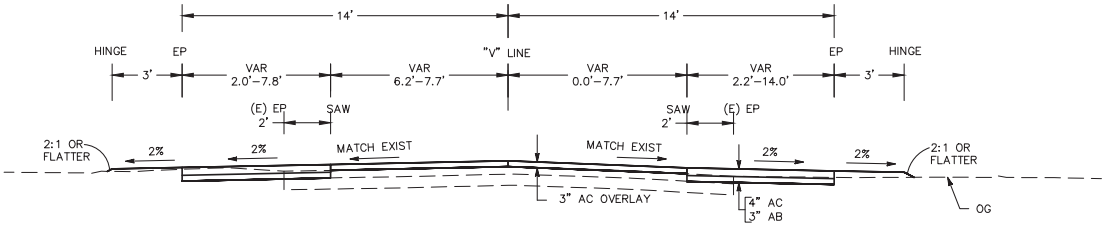

SECTION A-A - VINCI AVENUE

LEGEND

- 4" GRIND OF EXISTING PAVEMENT
- GRAVEL DRIVEWAY CONFORM (6" AB)
- 25' TRANSITION BETWEEN 3" OVERLAY AND EXISTING PAVEMENT ELEVATION
- OVERLAY EXISTING AC PAVEMENT (3")

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. ____
VERT. ____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: ____ DATE 9/8/2015
DESIGNED BY: ____ R.C.E. ____ DATE 9/8/2015
CHECKED BY: ____ R.C.E. ____ DATE 9/8/2015

REGISTERED PROFESSIONAL ENGINEER PHILIP VULLIET NO. C 709963 Exp. 06/30/16 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
LAYOUT AND SECTIONS

PN: T15125500

SHEET No. 3 OF 11
SHEET C-3 OF

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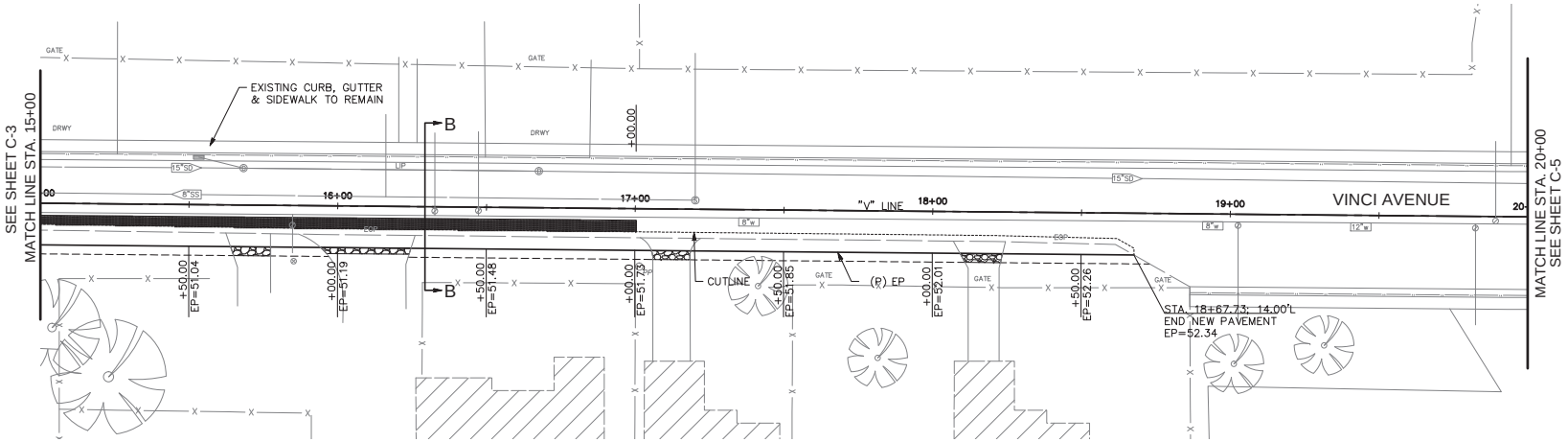

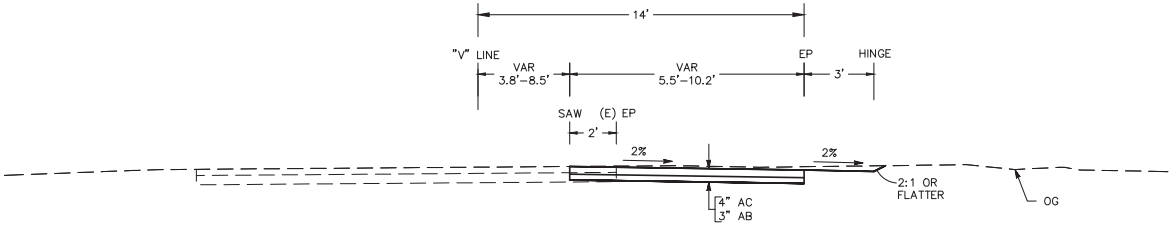

SECTION B-B - VINCI AVENUE

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. ____
VERT. ____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: _____ DATE 9/8/2015
DESIGNED BY: _____ R.C.E. _____ DATE 9/8/2015
CHECKED BY: _____ R.C.E. _____ DATE 9/8/2015

REGISTERED PROFESSIONAL ENGINEER PHILIP VULLIET NO. C 70963 Exp. 06/30/16 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
LAYOUT AND SECTIONS

PN: T15125500

SHEET C-4 OF

SHEET No. 4 OF 11

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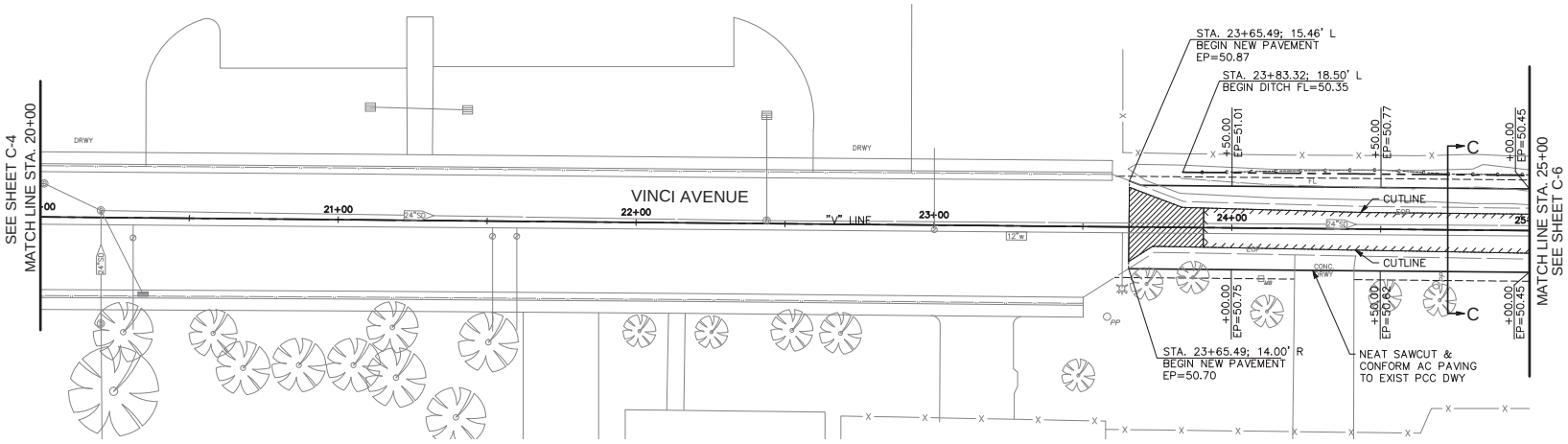

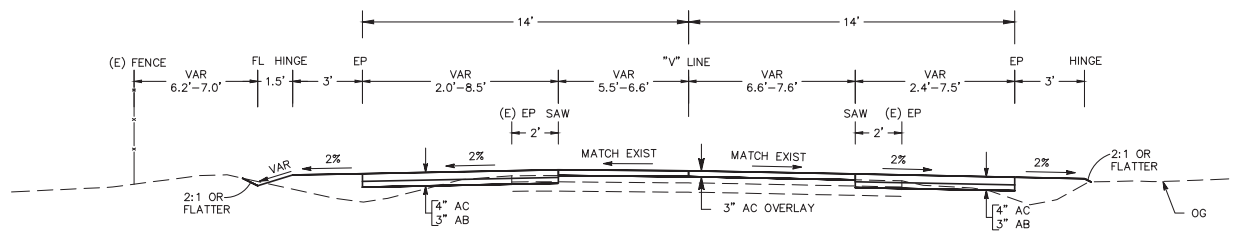

SECTION C-C - VINCI AVENUE

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. ____
VERT. ____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: _____ DATE 9/8/2015
DESIGNED BY: _____ R.C.E. _____ DATE 9/8/2015
CHECKED BY: _____ R.C.E. _____ DATE 9/8/2015

REGISTERED PROFESSIONAL ENGINEER PHILIP VULLIET NO. C 709663 Exp. 06/30/15 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
LAYOUT AND SECTIONS

PN: T15125500

SHEET No. 5 OF 11

SHEET C-5 OF

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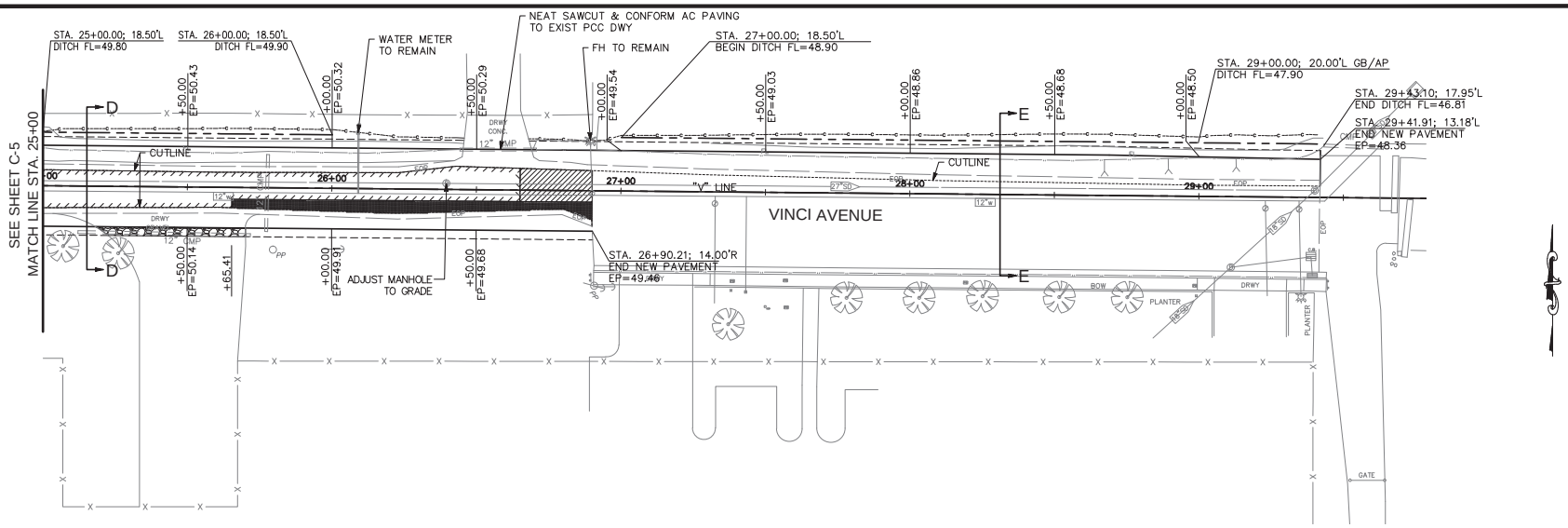
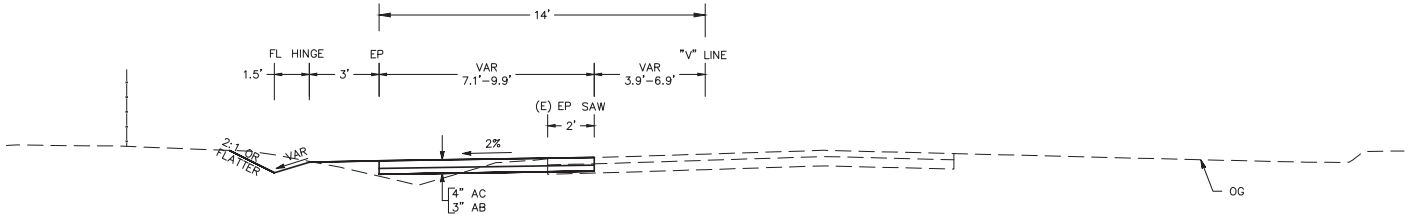
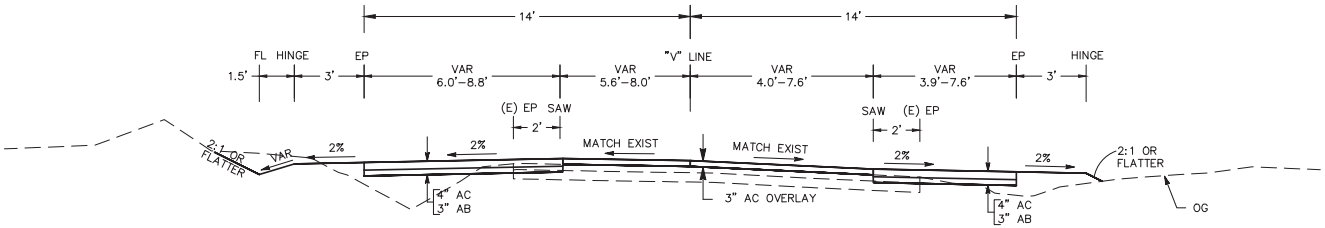




SECTION E-E - VINCI AVENUE



SECTION D-D - VINCI AVENUE

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. ____
VERT. ____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: ____ DATE 9/8/2015
DESIGNED BY: ____ R.C.E. ____ DATE 9/8/2015
CHECKED BY: ____ R.C.E. ____ DATE 9/8/2015

REGISTERED PROFESSIONAL ENGINEER PHILIP VULLIET NO. C 709963 Exp. 06/30/16 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
LAYOUT AND SECTIONS

PN: T15125500

SHEET No. 6 OF 11
SHEET C-6 OF

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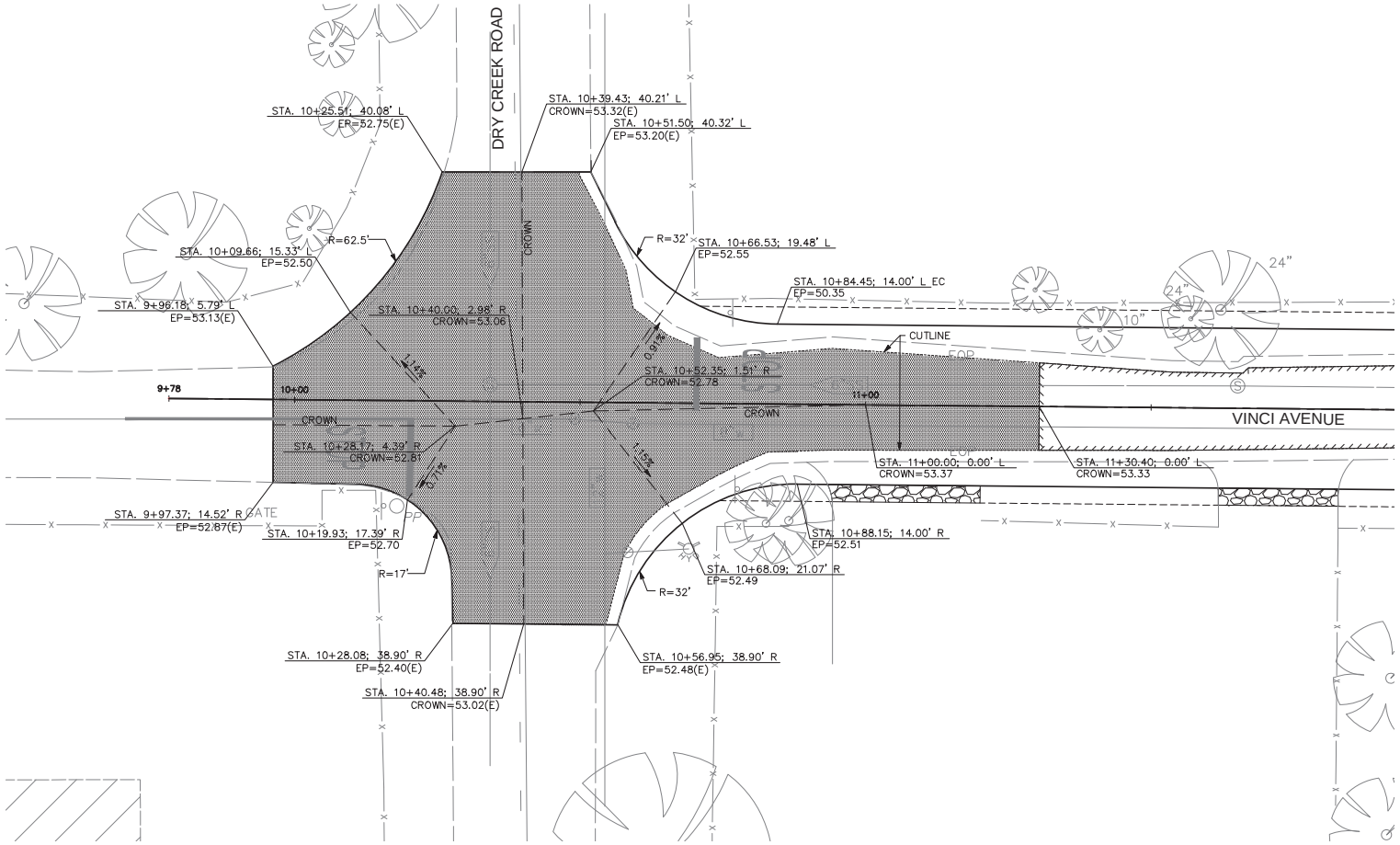


DRY CREEK ROAD INTERSECTION GRADING DETAIL

CAD FILE: P:\Techs\2013-CAD3D_Proj\T15125500 - Vinci Avenue Bridge\CADD\Sheets\VINCI C-3toC-7.dwg

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. ____
VERT. ____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: _____ DATE 9/8/2015
DESIGNED BY: _____ R.C.E. _____ DATE 9/8/2015
CHECKED BY: _____ R.C.E. _____ DATE 9/8/2015

REGISTERED PROFESSIONAL ENGINEER PHILIP VULLIET NO. C 70963 Exp. 06/30/16 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR
VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
LAYOUT AND SECTIONS

PN: T15125500

SHEET No. 7 OF 11
SHEET C-7 OF

9/8/2015 3:26:36 PM

City of
SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814
Phone: 916-808-8300
Fax: 916-808-8281

CONTRACT SPECIFICATIONS

For

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

Bid # B16151131004

For Pre-Bid Information Contact:
Philip Vulliet, Project Manager
pvulliet@cityofsacramento.org

Bids to be received before
2:00 P.M. September 16, 2015 at:
City Clerk's Public Counter
New City Hall
915 I Street, 5th Floor
Sacramento, CA 95814

LBE PROGRAM

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

Estimated Construction Cost: **$245,795.00** Construction Time: **30 Working Days**

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 948762

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 9/17/2015 8:12:48 AM

Business Information

ALL-AMERICAN CONSTRUCTION INC
1200 MARKET ST #A
YUBA CITY, CA 95991
Business Phone Number:(916) 870-8312

Entity Corporation
Issue Date 06/14/2010
Expire Date **06/30/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 62042288
Bond Amount: $12,500
Effective Date: 06/08/2014
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) STOKES JASON RYAN 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: 06/14/2010
The Responsible Managing Officer (RMO) STOKES DERREK RUSTY certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 05/17/2013

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9137380
Effective Date: 07/21/2015
Expire Date: 07/21/2016
Workers' Compensation History

Other

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

City of
SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814
Phone: 916-808-8300
Fax: 916-808-8281

VINCI AVE BRIDGE AND ROADWAY IMPROVEMENTS (T15125500)

Addendum No. 1

August 26, 2015

To all Potential Bidders:

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

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

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

For any questions related to this Addendum, contact the Project Manager, Philip Vulliet at (916) 808-5092

Respectfully,

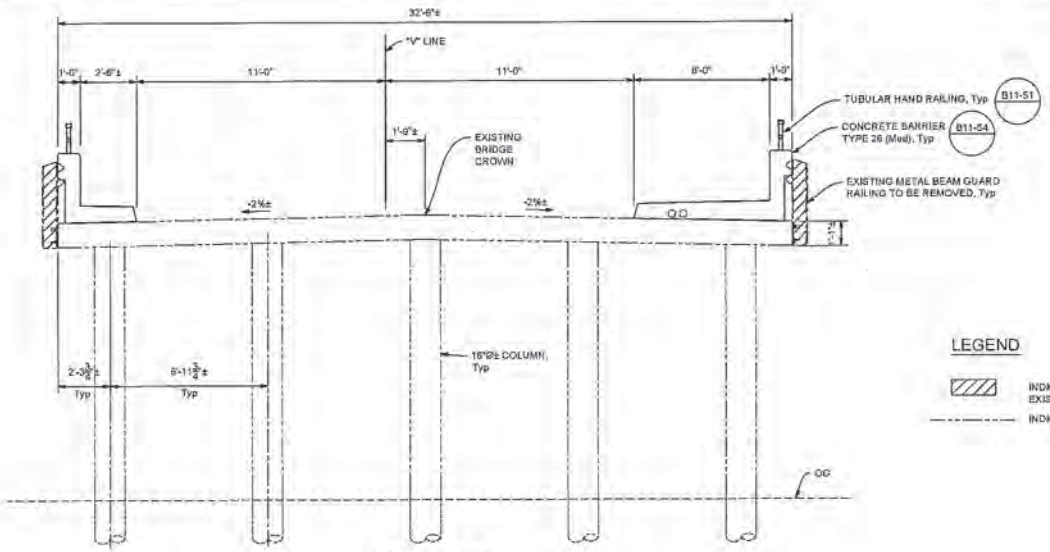
Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

ADDENDUM NO. 1 **DATE 8/26/15**

VINCI AVE BRIDGE AND ROADWAY IMPROVEMENTS (T15125500)

ITEM 1 Plan sheet C-6 was inadvertently left out of the plans as originally posted. Sheet C-6 is attached with this addendum.

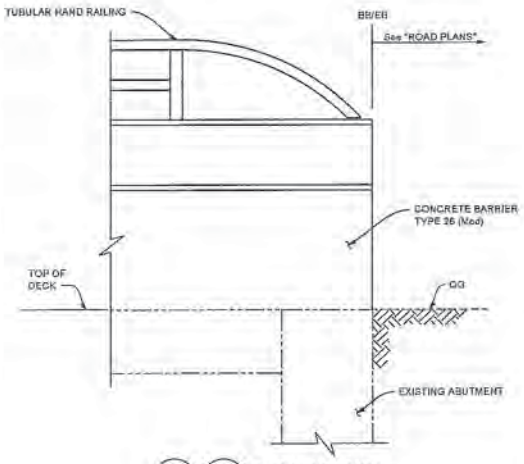


TYPICAL SECTION
3/8" = 1'-0"

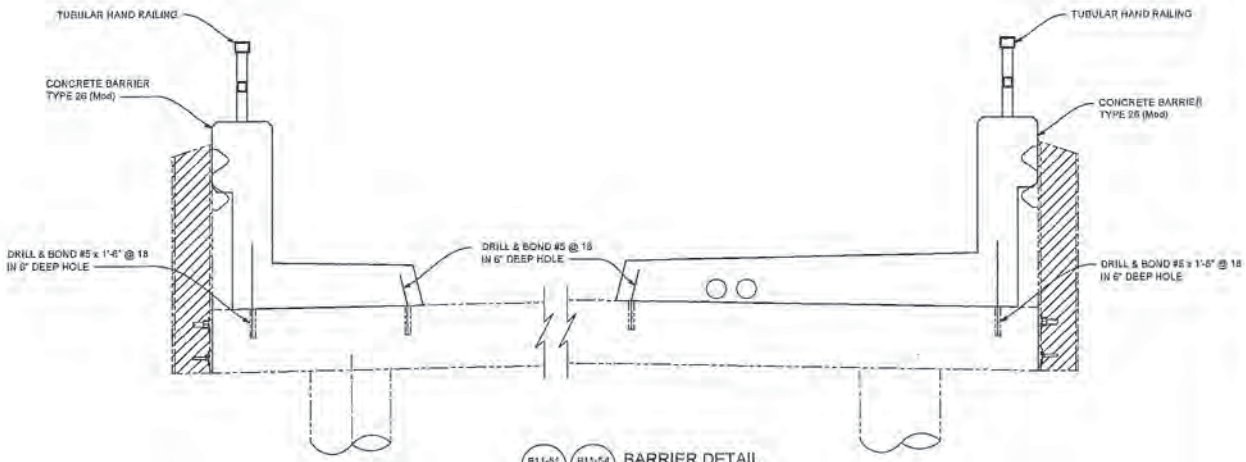
LEGEND

INDICATES METAL BEAM GUARD RAILING TO BE REMOVED, EXISTING BOLTS TO REMAIN.

INDICATES EXISTING STRUCTURE



B11-51 B11-54 END ELEVATION
1" = 1'-0"

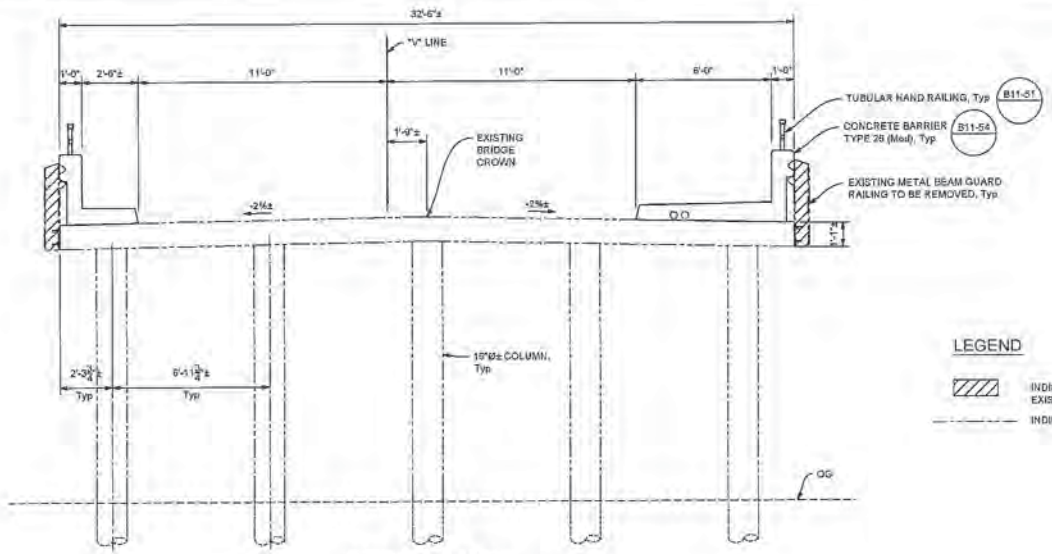


B11-51 B11-54 BARRIER DETAIL
1" = 1'-0"

CAD FILE: V:\Documents-SR-1918\Vinci Rd garner\ACD\Sheets\Structure Sheets\Vinci_Bridge Details.dwg

7/30/2015 5:50:31 PM

REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS	IMPROVEMENT PLANS FOR VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS STRUCTURAL DETAILS	SHEET No. 6 OF 11
NO.	DESCRIPTION	DATE	BY	DESCRIPTION ELEV.	SCALE HORIZ. NOTED VERT.	DRAWN BY: J. DOTY DATE 5/29/2015	DESIGNED BY: T. PHAN R.C.E. C 81809 DATE	CHECKED BY: J. HICKEY R.C.E. S 5783 DATE	REGISTERED CIVIL ENGINEER	PN: T15125500	SHEET C-6 OF 6

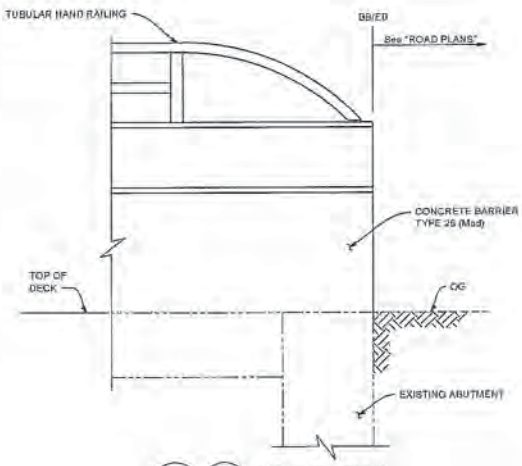


TYPICAL SECTION
3/8" = 1'-0"

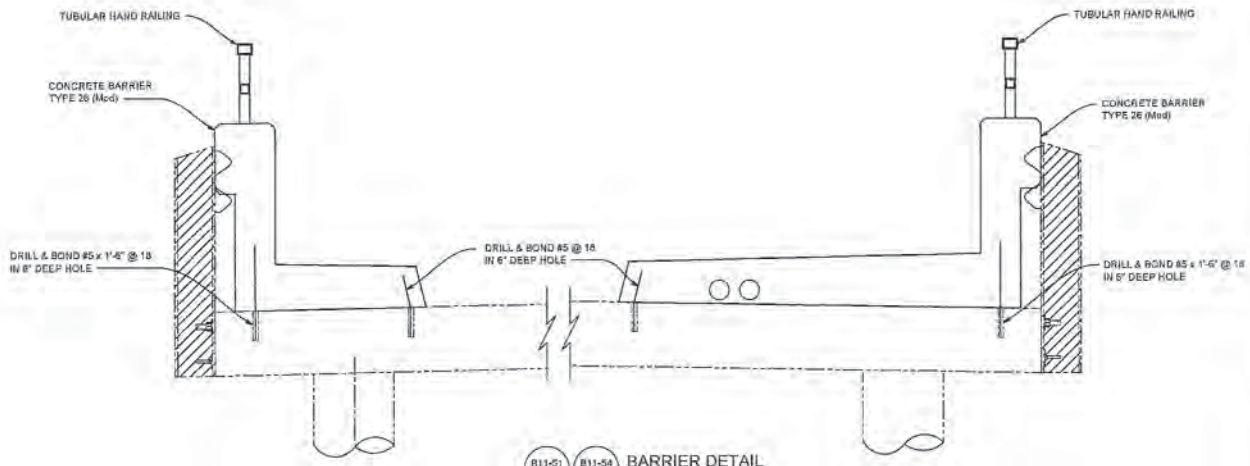
LEGEND

INDICATES METAL BEAM GUARD RAILING TO BE REMOVED, EXISTING BOLTS TO REMAIN.

INDICATES EXISTING STRUCTURE



B11-51 B11-54 END ELEVATION
1" = 1'-0"



B11-51 B11-54 BARRIER DETAIL
1" = 1'-0"

REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS STRUCTURAL DETAILS	SHEET No. 6 of 11
NO.	DESCRIPTION	DATE	BY	DESCRIPTION ELEV.	SCALE HORIZ. NONE VERT.	DRAWN BY: J. DOTY DATE 5/29/2015	DESIGNED BY: T. PHAN R.C.E. C 81809 DATE	CHECKED BY: J. HICKEY R.C.E. S 5783 DATE	REGISTERED CIVIL ENGINEER	SHEET C-6 OF 6

PN: T15125001

City of
SACRAMENTO

Formal Bid / Proposal Delivery Options

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

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

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

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Bid Proposal Guarantee	1 only
Local Business Enterprise (LBE) Participation Program Form	1 only
Subcontractor and Local Business Enterprise Participation Form	1 only
Drug Free Work Place	1 only
Minimum Qualifications Questionnaire	1 - 6
Non-Discrimination in Employee Benefits Ordinance Certification	1 – 7
Title VI Language	1 only
Green Contracting Survey	1 – 3
Agreement	1 – 14
Performance Bond	1 only
Payment Bond	1 only
Worker's Compensation Certification	1 only
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Schedule of Values	1 - 2
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Sample NTP	1 only
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Appendix A - Labor Compliance	1 - 47

SACRAMENTO
Department of Public Works

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, 4th Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on September 16, 2015 and** will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

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 bid package and enclosed in an envelope marked: Sealed Bid Proposal for:

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

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

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

(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.

BID PROPOSAL FORMS

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

BID PROPOSAL CHECKLIST

Included: Please (√)	Pages
☐ Bid Proposal Form	1 –4
☐ LBE Participation Program Prime Contractor Form **(NEW)**	1 only
☐ Subcontractor and LBE Participation Form **(NEW)**	1 only
☐ Bid Proposal Guarantee	1 only
☐ Drug Free Work Place Certification	1 only
☐ Minimum Qualifications Questionnaire	1 - 6
☐ Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☐ SOV For Lump Sum items *	1 only

***Bidder generated document**

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, Jose R. Ledesma at 915 I Street, Suite 2000, Sacramento, CA 95814, it may also be e-mailed to jledesma@cityofsacramento.org

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

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:

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
(PN: T15125500)

in the City and County of Sacramento, California.

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

Item No.	Item Description	Unit of Measure	Final Pay [F]	Estimated Quantity	Unit Price	Total Amount
1	Preconstruction Photographs	LS		1	700.00	700.00
2	Clearing and Grubbing	LS		1	5,400.00	5,400.00
3	Erosion Control	LS		1	2,900.00	2,900.00
4	Metal Beam Bridge Railing to Remove	LF		131	30.00	3,930.00
5	Roadway Excavation and Grading	CY	[F]	630	68.00	42,840.00
6	Asphalt Concrete Pavement to Place	TON		150	180.00	27,000.00
7	Aggregate Base, Class 2, to Place	TON		560	45.00	25,200.00
8	3-1/2" Sidewalk to Construct	SF		320	30.00	9,600.00
9	Curb and Gutter Type 2 to Construct	LF		82	75.00	6,150.00
10	AC Ramp to Place	TON		2	1,000.00	2,000.00
11	Concrete Barrier Type 26 (Mod) To Construct	LF		93	430.00	39,990.00
12	Tubular Hand Rail To Place	LF		93	87.00	8,091.00
13	Metal Beam Guard Railing to Place	LF		131	132.00	17,292.00
14	Crash Cushion (Quadguard II - TL-2 Layout) To Place	LS		1	19,800.00	19,800.00
15	Storm Drain Pipe to Remove	LF		12	85.00	1,020.00
16	Drain Inlet to Remove	EA		1	1,600.00	1,600.00
17	Type B Drain Inlet to Construct	EA		2	4,100.00	8,200.00

18	12" PVC Drain Pipe to Place	LF		85	73.00	6,205.00
19	Concrete Apron to Construct	EA		2	1,100.00	2,200.00
20	Reconstruct Maintenance Hole No. 4	EA		1	3,400.00	3,400.00
21	Water Valve Box Adjust To Grade	EA		2	550.00	1,100.00
22	Construct Sidewalk Barricade	EA		1	375.00	375.00
23	Thermoplastic Traffic Striping (Detail 2) To Place	LF	[F]	1850	.70	1,295.00
24	Thermoplastic Traffic Striping (Detail 22) To Place	LF	[F]	410	1.75	717.50
25	Thermoplastic Traffic Striping (Detail 27B) To Place	LF	[F]	4350	.80	3,480.00
26	Traffic Sign To Place	EA		18	325.00	5,850.00
27	Streetlight Modification	LS		1	12,300.00	12,300.00

CONTRACTOR NAME:

TOTAL: $258,635.50

It is understood that this Bid Proposal is based upon completion of the Work within a period of **THIRTY (30) WORKING DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.

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	9/16/2015
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:

($ 35,863.55) not less than ten percent (10%) of amount Bid Proposal

- ____ CERTIFIED CHECK
- ____ CASHIER'S CHECK
- ✓ BID BOND
- ____ MONEY ORDER
- ____ OTHER SECURITY

CONTRACTOR:

By [signature] (Signature)

Jason Stokes
(Print or Type)

Title President

Address 1200 Market Street, Ste A
Yuba City, CA 95991

Telephone No. 530 763 4053

Fax No. 530 867-5836

FOR CITY USE ONLY

Bid Bond Security

- ☐ Properly Signed
- ☐ *Improperly Signed*
- ☐ *Not Included*
- ☐ Not Required

Type of Deposit

- ☑ Bid Bond
- ☐ Cashier/Certified Check
- ☐ Other ____ Initial: ____

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

Email Address jason@all-americanconstructioninc.com

Date 9/16/2015

Contractor's License No. 948768 Type A & B

Expiration Date June 30, 2016

Tax I.D. Nos.- Fed. 27-2524676 State CA

City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

☐ **YES** - the firm submitting the bid is qualified as a local business enterprise.

☑ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

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

_____

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

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

_____

_____

_____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

City of
SACRAMENTO

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

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

Prime Contractor Name	All-American Construction, Inc	Date	9/16/15
Prime Contractor Address	1800 Market Street, Suite A Yuba City, CA 95991	Bid Amount	$
(REQUIRED) Prime Contractor DIR Registration #	1000004065	Is Prime LBE?	☐ Yes ☑ No

Business Name	Pacific Excavation Inc.	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
License Number	694400				
Address	9796 Kent Street	1000000188	☐ Yes ☑ No	Street light modification	$ 9,825.00
City, State, Zip	Elk Grove, CA 95624				
Contact Person	Todd Hanson				
Phone	916 870 7171				
Business Name	Midstate Barrier, Inc	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
License Number	589261				
Address	PO Box 30550	1000000538	☐ Yes ☑ No	Guardrail, Tubular Handrail, crash cushion	$ 36,000.00
City, State, Zip	Stockton, CA 95213				
Contact Person	Dan Nicholas				
Phone	209-944-9565				
Business Name	Centerline	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
License Number	499345				
Address	9847 Dino Drive	1000004030	☐ Yes ☑ No	Striping and Signs	$ 9,400.00
City, State, Zip	Elk Grove CA 95624				
Contact Person	Cory				
Phone	916 686-8860				

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	Title PRESIDENT	Date 9/16/15

Form Revised 3/9/15

City of
SACRAMENTO

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

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

Prime Contractor Name	All-American Construction, Inc.
Prime Contractor Address	1200 Market Street, Suite A Yuba City, CA 95991
(REQUIRED) Prime Contractor DIR Registration #	

Date	9/16/15
Bid Amount	$
Is Prime LBE?	☐ Yes ☑ No

		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
Business Name	A & A Concrete Supply		☑ Yes ☐ No	Concrete Supplier	$ 3,700.00
License Number					
Address	8878 Berry Ave				
City, State, Zip	Sacramento, CA 95828				
Contact Person	Harry Johnson				
Phone	530 521-8887				
Business Name	Teichert / Perkins		☑ Yes ☐ No	Asphalt + AB Supplier	$ 16,000.00
License Number					
Address	8760 Keifer Blvd				
City, State, Zip	Sacramento, CA 95826				
Contact Person	Jennifer Pasqueti				
Phone	916 768 8847				
Business Name			☐ Yes ☐ No		$
License Number					
Address					
City, State, Zip					
Contact Person					
Phone					

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]	PRESIDENT	9/16/16
Signature	Title	Date

Form Revised 3/9/15

SACRAMENTO
Department of Public Works

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: All-American Construction, Inc.

BY: _____ President **Date:** 9·16·15
Signature **Title**

Effects of violations: a. Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

FM 681
(Rev. 10/5/01)

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

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

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

   948767 class A & B exp June 30, 2016

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

   ☐ Yes ☑ No

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

   ☐ Yes ☑ No

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

   ☐ Yes ☑ No

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

   ☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer either subsection A or B, as applicable:

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

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

☐ Yes ☑ No ☐ Not applicable

OR

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

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

☐ Yes ☐ No ☑ Not applicable

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

☐ Yes ☑ No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

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

N	=	**number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)**
EH	=	**total hours worked by all employees during the calendar year**
200,000	=	**base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)**

☐ Yes ☑ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at 1300 Market St. Yuba City, on 9.16.15.
(Location) (Date)

Signature: [signature]

Print name: Jason Stokes

Title: President

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

All-American Construction, Inc.
Name of Contractor

1800 Market st, Suite A Yuba City, CA 95991
Address

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

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

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

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

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

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

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

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

the domestic partner or to the spouse.

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

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

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

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

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

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

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

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

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

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

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

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

for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

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

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

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

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

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

Signature of Authorized Representative

9·16·15
Date

Jason Stokes
Print Name

President
Title

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

BID PROPOSAL CHECKLIST

Included: Please (√)	Pages
☑ Bid Proposal Form	1 -4
☑ LBE Participation Program Prime Contractor Form **(NEW)**	1 only
☑ Subcontractor and LBE Participation Form **(NEW)**	1 only
☑ Bid Proposal Guarantee	1 only
☑ Drug Free Work Place Certification	1 only
☑ Minimum Qualifications Questionnaire	1 - 6
☑ Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☐ SOV For Lump Sum items *	1 only

***Bidder generated document**

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, Jose R. Ledesma at 915 I Street, Suite 2000, Sacramento, CA 95814, it may also be e-mailed to jledesma@cityofsacramento.org

Bond# ALLA-33

SACRAMENTO
Department of Public Works

BID PROPOSAL GUARANTEE
Page 1 of 1

KNOW ALL MEN BY THESE PRESENTS,

That we, ALL-AMERICAN CONSTRUCTION INC.

as Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA

a corporation duly organized under the laws of the State of MICHIGAN 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 09/16/2015 for the Work specifically described as follows:

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
(PN: T15125500)

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 10TH day of SEPTEMBER 2015.

ALL-AMERICAN CONSTRUCTION INC.
(Contractor) (Seal)
By [signature]
Title PRESIDENT

ORIGINAL APPROVED AS TO FORM:

City Attorney

THE GUARANTEE COMPANY OF NORTH AMERICA USA
(Surety) (Seal)
By [signature]
Title ATTORNEY-IN-FACT
Agent Name and Address SOKHA K. EVANS
2381 EL CAMINO AVE. SACRAMENTO, CA 95821
Agent Phone # 916-481-8108
Surety Phone # 925-566-6040
California License # 0B29370

(Rev. 1-8-14)

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 9/10/15 (Date) before me, E. Johnson (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Sokha K. Evans (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

MGC1 E. JOHNSON COMM. #1954775 NOTARY PUBLIC • CALIFORNIA SACRAMENTO COUNTY Comm. Exp. OCT. 15, 2015 MGC1

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: Sokha K. Evans
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:
The Guarantee Company of North America USA

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Sharon J. Rusconi, Sandra R. Black, Sokha K. Evans
Edgewood Partners Insurance Center

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer | **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10th day of September, 2015.

Randall Musselman, Secretary

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.

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version is available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

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 All-American Construction Inc., 1200 Market Street, STE A, Yuba City CA 95991 ("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:

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
(PN: T15125500)

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 **30 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 **$1,200.00 for each working day** after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may

be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

(3) 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 9/22/15

BY [signature]
JASON STOKES
Print Name
PRESIDENT
Title

BY [signature]
DEREK STOKES
Print Name
VP
Title

Federal ID#
27-2524676
State ID#
C3290436

102 3052 Bot

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 _____

BY _____
JERRY WAY, Director of Public Works
FOR
JOHN SHIREY, City Manager

Original Approved As To Form:

_____
City Attorney

_____
City Clerk

CITY OF SACRAMENTO
PERFORMANCE BOND

Department of Public Works
Page 1 of 1

Bond No.: 12123105
Premium: $5,173.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: All-American Construction Inc., 1200 Market Street, STE A, Yuba City CA 95991
as principal, hereinafter called Contractor, a contract for construction of:

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

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)*:
The Guarantee Company of North America USA 1 Towne Square Suite 1470 Southfield, MI 48076 ,
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:
TWO HUNDRED FIFTY EIGHT THOUSAND SIX HUNDRED THRITY FIVE DOLLARS FIFTY CENTS ($258,635.50), 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 October 29th, 2015.

All-American Construction Inc.
(Contractor) (Seal)
By
Title PRESIDENT

ORIGINAL APPROVED AS TO FORM:
City Attorney

The Guarantee Company of North America USA
(Surety) (Seal)
By Sokha K Evans
Title Sokha K. Evans, Attorney-in-Fact
Agent Name and Address
2381 El Camino Ave. Sacramento, CA 95821
Agent Phone # 916-481-8108
Surety Phone # 925-566-6040
California License # 0B29370

PREMIUM IS FOR THE CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON THE FINAL CONTRACT AMOUNT

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 10/29/15 (Date) before me, E. Johnson (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Sokha K. Evans (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

E. JOHNSON
COMM. #1954775
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. OCT. 15, 2015
MGC1 MGC1

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: Sokha K. Evans
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:
The Guarantee Company of North America USA

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Sharon J. Rusconi, Sandra R. Black, Sokha K. Evans
Edgewood Partners Insurance Center

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer | **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 29th day of October, 2015.

Randall Musselman, Secretary

CITYOF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: 12123105
Premium: $Included in performance

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: All-American Construction Inc., 1200 Market Street, STE A, Yuba City CA 95991 hereinafter called Contractor, a contract for construction of:

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS
(PN: T15125500)

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*):
The Guarantee Company of North America USA 1 Towne Square Suite 1470 Southfield, MI 48076,
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 TWO HUNDRED FIFTY EIGHT THOUSAND SIX HUNDRED THRITY FIVE DOLLARS FIFTY CENTS ($258,635.50), 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 October 29th, 20 15.

All-American Construction Inc.
(Contractor) (Seal)
By
Title PRESIDENT

ORIGINAL APPROVED AS TO FORM:

City Attorney

The Guarantee Company of North America USA
(Surety) (Seal)
By
Title: Sokha K. Evans, Attorney-in-Fact
Agent name and Address:
2381 El Camino Ave. Sacramento, CA 95821
Agent Phone #: 916-481-8108
Surety Phone #: 925-566-6040
California License #: 0B29370

Effective 7-1-12

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 10/29/15 (Date) before me, E. Johnson (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Sokha K. Evans (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

E. JOHNSON
COMM. #1954775
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. OCT. 15, 2015

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: Sokha K. Evans
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:
The Guarantee Company of North America USA

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Sharon J. Rusconi, Sandra R. Black, Sokha K. Evans
Edgewood Partners Insurance Center

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer | **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 29th day of October, 2015.

Randall Musselman, Secretary

CALIFORNIA DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's
- Annual Statements
- Quarterly Statements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

ONE TOWNE SQUARE, SUITE 1470
SOUTHFIELD, MI 48076

Old Company Names	Effective Date
MID-STATE SURETY CORPORATION	12/20/2006

Agent For Service

NANCY FLORES
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	36650
California Company ID #:	4609-4
Date Authorized in California:	10/14/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

back to top

NAIC Group List

NAIC Group #: 0000

Lines Of Business

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

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

back to top

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City of SACRAMENTO
Department of Public Works

WORKER'S COMPENSATION CERTIFICATION

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

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: 9/22/15 Contractor ALL-AMERICAN CONST., INC.

By _____
Signature

(Rev. 5-6-91)

SACRAMENTO
Department of Public Works

GUARANTEE

We hereby guarantee the VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500) the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

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

Dated: 9/22/15

Signed: [signature]

JASON STOKES
Printed Name

ALL-AMERICAN CONSTRUCTION, INC.
Company

1200 MARKET STREET, SUITE A
Address

YUBA CITY, CA 95991

(Rev. 5-6-91)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.
ALL-AMERICAN CONSTRUCTION, INC.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ 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.
☐ 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)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1200 MARKET STREET, SUITE A

Requester's name and address (optional)

6 City, state, and ZIP code
YUBA CITY, CA 95991

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.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
2 7 – 2 5 2 4 6 7 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[signature]* Date ▶ 9/22/15

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*.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

YEAR

CALIFORNIA FORM

2015 Withholding Exemption Certificate 590

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

Withholding Agent (Type or print)

Name
City of Sacramento

Payee

Name
ALL-AMERICAN CONSTRUCTION, INC.

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.
27-2524676

Address (apt./ste., room, PO Box, or PMB no.)
1200 MARKET STREET, SUITE A

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

State CA

ZIP Code 95991

Exemption Reason

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print) JASON STOKES - PRESIDENT Telephone (530) 763-4053

Payee's signature ▶ [signature] Date 9/22/15

For Privacy Notice, get FTB 1131 ENG/SP. 7061153 Form 590 C2 2014

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2015

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
Owen-Dunn Insurance Services
1455 Response Road, Suite 260
Sacramento, CA 95815

www.owendunn.com 0522677

CONTACT NAME:
PHONE (A/C, No, Ext): (916) 993-2700 FAX (A/C, No): (916) 993-2683
E-MAIL ADDRESS:

INSURED
All-American Construction, Inc.
1200 Market Street, Suite #A
Yuba City CA 95991

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Navigators Specialty Insurance Company	36056
INSURER B: West American Insurance Company	44393
INSURER C: State Compensation Insurance Fund of California	35076
INSURER D: Ohio Casualty Insurance Co.	24074
INSURER E: Liberty Mutual Fire Insurance Company	23035
INSURER F: Travelers Excess and Surplus Lines Co.	29696

COVERAGES **CERTIFICATE NUMBER:** 26766540 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC OTHER:	✓		SF15CGL159879IC	5/14/2015	5/31/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	✓		BAW56543976	5/31/2015	5/31/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
F	UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB CLAIMS-MADE DED ✓ RETENTION $ 10,000			ZUP91M2313915NF	5/14/2015	5/31/2016	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ 8,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9137380	7/21/2015	7/21/2016	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ INCLUDED $ INCLUDED
D E	Leased/Rented/Borrowed Equipment Installation Floater			BMO56543976 YM2Z91464175015	5/31/2015 5/31/2015	5/31/2016 5/31/2016	Limit $100,000 Limit $170,000 Deductible $1,000	

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

Re: Vinci Avenue Bridge and Roadway Improvements (PN:T15125500)
The City, its officials, employees, and volunteers are General Liability Additional Insured per forms CG 2038 & CG 2037 attached and Auto Liability Auto Liability Additional Insured per endorsement CA 8810 attached. Primary Wording applies per endorsements CG 2001 attached.

CERTIFICATE HOLDER

Vinci Avenue Bridge and Roadway Improvements

City of Sacramento
c/o Ebix RCS
P.O. Box 257
Portland MI 48875-0257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Arica Serpa

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All-American Construction, Inc.
BAW56543976

COMMERCIAL AUTO
CA 88 10 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

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SECTION II – LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

(1) Is a partnership or joint venture; or

(2) Is an insured under any other automobile policy; or

(3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization;

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(2) If the Limits of Insurance of any other insurance policy have been exhausted; or
(3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";
(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
(3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4.** Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

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b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

D. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

E. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. **TOWING AND LABOR**

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph **A.2**. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $50 per disablement.

b. For "light trucks", we will pay up to $50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks" , we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. **PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

Paragraph **A.4.a.**, Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of $50 per day and a maximum limit of $1,500

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9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **A**. COVERAGE, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4.** Coverage Extension.

f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11**.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, **A**. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, **A**. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS, exception paragraph **a**. to exclusions **4.c**. and **4.d**. is deleted and replaced with the following:

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Exclusion **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

14. LOAN / LEASE GAP COVERAGE

A. Paragraph **C.**, LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:

a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
d. Transfer or rollover balances from previous loans or leases,
e. Final payment due under a "Balloon Loan",
f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
g. Security deposits not refunded by a lessor,
h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
i. Any amount representing taxes,
j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V – DEFINTIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

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

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";
b. Legally parked; and
c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. Member, if you are a limited liability company;
4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

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To the extent possible, notice to us should include:

(1) How, when and where the "accident" or "loss" took place;

(2) The "insureds" name and address; and

(3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V – DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V – DEFINTIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.**– CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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SF15CGL159879IC

COMMERCIAL GENERAL LIABILITY
CG 20 38 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

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:

1. 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) 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:

a. Your acts or omissions; or
b. 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 described above:

a. Only applies to the extent permitted by law; and
b. 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 the person or organization described in Paragraph **1.** above 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

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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 described in Paragraph **A.1.**; 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.

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SF15CGL159879IC
All-American Construction, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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SPECIAL PROVISIONS

VINCI AVENUE BRIDGE AND ROADWAY IMPROVEMENTS (PN: T15125500)

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SPECIAL PROVISIONS
FOR
VINCI AVENUE ROAD AND BRIDGE IMPROVEMENTS BETWEEN DRY CREEK ROAD AND RALEY BOULEVARD (PN: T15125500)

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 with this project includes removing existing pavement, placing new pavement, new striping, new curbs, gutters, sidewalks and driveways, relocating street lights, removing and reconstructing bridge barrier/railing, and replacing existing curb ramps as shown on the plans.

The underground work includes installing new drain inlets and leads and reconstructing maintenance holes to match new grades.

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to relocate street lighting as indicated on the Plan sheets and these Special Provisions. Conduits with pull boxes are also included with this project.

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. Reference is also made to California Department of Transportation Standard Specifications, adopted May 2006, referred to herein as "State 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 COMPLETION TIME

The time limit for the completion of all items of work is **Thirty (30) working days**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of **ONE THOUSAND TWO HUNDRED DOLLARS ($1,200)** as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of **Thirty (30) 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.

1.4 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 Philip Vulliet of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-5092, FAX (916) 808-7903 or PVulliet@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.

1.5 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.

1.6 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.

1.7 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment, materials, or supplies to be considered as an approved equal must be submitted to the City contact listed in PREBID INTERPRETATION OF CONTRACT DOCUMENTS, for approval no less than ten (10) calendar days prior to the bid opening date. If the City finds said equipment, materials, or supplies to be acceptable, an addendum will be issued notifying all bidders by the close of business on Friday before the bid opening date. If there is no addendum accepting an approved equal, bidders shall submit bids based on the original specified equipment, materials, or supplies.

1.8 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.

1.9 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 Maintenance Crews – Vinci Avenue Pavement Rehabilitation
     City forces will be performing minor shoulder widening and pavement rehabilitation along Vinci Avenue between Magpie Creek and Dry Creek Road. The Contractor shall coordinate construction activities with the City maintenance crews to ensure maintenance activities are not disrupted by the contractor activities. The Contractor is encouraged to access the project site from Raley Boulevard to minimize the potential for conflicts. The Contractor shall contact Jose Sanchez (916) 808-8159, JSanchez@cityofsacramento.org one week prior to any construction to coordinate activities.

   - 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.

   - 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.

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.

1.10 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.

1.11 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.

1.12 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.

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the material involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a relatively smooth and even surface satisfactory for use by public traffic at all times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction

The plans shall be developed with the following requirements:

1. Working hours shall be between 7:00 AM and 5:00 PM Monday through Friday, unless otherwise approved by the Engineer.

2. Weekend work from 8:30 am to 5:30 pm may be approved by the Engineer.

3. 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.

4. If necessary, only one travel lane may be closed on **Vinci Avenue** between the hours of 9AM and 4PM to complete the proposed improvements. The Contractor shall provide flaggers during the closure to facilitate the passage of two way traffic.

5. The Contractor shall furnish and 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.

6. 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.

7. Residential driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

8. 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.

9. 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 traffic handling, public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.13 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

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

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

1.14 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.

1.15 PUBLIC NOTIFICATION

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

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.16 REMOVAL OF ON-STREET PARKING

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones. "NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require

rescheduling of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

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

1.17 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 ten (10) 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 and must be approved in writing.

1.18 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.

1.19 RECORD DRAWINGS

Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all facilities as-built. Drawings shall be kept current weekly, with all work instructions and Change Orders, accommodations, and construction adjustments. Drawings shall be subject to the inspection by the Engineer at all times, and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to City's acceptance of the Work, Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings, accurately showing all the information required above. If the Engineer does not approve the record drawings, Contractor shall revise and resubmit the record drawings as necessary to obtain

the Engineer's approval. If Contractor fails to comply with the requirements of this section, the City may deduct and retain the cost of preparing the record drawings from the Contract.

1.20 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.

1.21 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.

1.22 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, at urbanforestry@cityofsacramento.org. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arboriculture, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.23 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, at urbanforestry@cityofsacramento.org -and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.

Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.24 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).

1.25 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.

1.26 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 ANG 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, base, native material, curb, gutter and sidewalk 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 relocated to the right-of-way line 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. Salvaged irrigation material shall be returned to the property owner along with other privately owned facilities shown on the Plans to be removed. All other excess material shall become the property of the Contractor and be disposed of away from the project site.

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 - EROSION CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City 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 erosion control, including placement, monitoring, maintenance, and removal of all BMPs, and other construction site management as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - METAL BEAM BRIDGE RAILING TO REMOVE

Existing metal beam bridge railing shall be in accordance with Section 13 of the Standard Specifications. Metal beam bridge railing and associated components shall become property of the Contractor upon removal.

Payment shall be at the price bid per linear foot of Metal Beam Bridge Railing To Remove and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in removing metal beam bridge railing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - 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. This item shall include grading behind the proposed sidewalk necessary to match the existing grades and improvements.

This work shall include excavation and grading necessary to construct the proposed street section, ditch grading and ditches, median, curb, gutter, sidewalk, driveways, walkways, and shall include finish grading to match the back of sidewalk to surrounding grade using a maximum 2:1 slope 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 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 indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading shall be included in the unit bid price for this item and shall not be made separately.

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. 6 - ASPHALT CONCRETE PAVEMENT TO PLACE

Asphalt concrete shall be Type A, 3/4" 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. 7 - 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, shoulder area, and under the proposed curb, gutter, sidewalk and driveways.

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. 8 - 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.

The forming and construction of driveways and curb ramps, including detectable warning surfaces, shall be paid under this item of the proposal. The curb ramps shall be constructed where shown on the Plans or as directed by the Engineer.

Concrete steps, where required, to conform to existing walkways at the back of proposed sidewalk will be quantified and paid for as sidewalk and no additional compensation will be allowed therefor.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

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. 9 - CURB AND GUTTER TYPE 2 TO CONSTRUCT

Portland cement concrete curb and gutter type 2 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of the curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp back per cubic yard of concrete.

Payment shall be at the unit price bid per 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 and gutter type 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - AC RAMP TO PLACE

Asphalt concrete (AC) ramps shall be constructed 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. The AC ramps shall be 4" minimum thick Type A 1/2" maximum aggregate (coarse) AC.

The base AC Ramps shall be painted with a 1' white thermoplastic stripe so they are visible to approaching traffic. The cost of thermoplastic stripe shall be considered as included in the price bid for AC Ramps and no additional compensation will be allowed therefor.

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

ITEM NO. 11 - CONCRETE BARRIER TYPE 26 (MOD) TO CONSTRUCT

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the State Standard Specifications and these special provisions. This bid item includes barriers with varying width walkways as shown on the plans and State Standard Plans.

If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and the Contractor shall drill a new hole adjacent to the rejected hole to the depth shown on the plans.

Payment shall be at the contract price bid per linear foot for Concrete Barrier Type 26 (Mod) To Construct and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Concrete Barrier Type 26 (Mod), complete in place, including, but not limited to, excavation, backfill and disposal of surplus material, surface preparations, drilling and bonding dowels, concrete and reinforcing steel, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

ITEM NO. 12 - TUBULAR HAND RAIL TO PLACE

Tubular handrailing shall conform to the provisions in Section 83-1, "Railings," of the State Standard Specifications.

Payment shall be at the contract price bid per linear foot for Tubular Hand Rail To Place and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Tubular Hand Rail, complete in place, including, but not limited to, excavation, backfill and disposal of surplus material, surface preparations, post pockets, concrete and reinforcing steel, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

ITEM NO. 13 - METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the State Standard Specifications and these special provisions.

Line posts shall be wood. Blocks shall be wood or plastic.

Alternative flared terminal system shall be furnished and installed as shown on the plans and in conformance with these special provisions.
The allowable alternatives for a flared terminal system shall consist of one of the following or a Department approved equal.

A. TERMINAL SYSTEM (TYPE FLEAT) - Terminal system (Type FLEAT) shall be a Flared Energy Absorbing Terminal 350 manufactured by Road Systems, Inc., located in Big Spring, Texas, and shall include items detailed for terminal system (Type FLEAT) shown on the plans. The Flared Energy Absorbing Terminal 350 can be obtained from

the distributor, Universal Industrial Sales, P.O. Box 699, Pleasant Grove, UT 84062, telephone (801) 785-0505 or from the distributor, Gregory Highway Products, 4100 13th Street, S.W., Canton, OH 44708, telephone (330) 477-4800.

B. TERMINAL SYSTEM (TYPE SRT) - Terminal system (Type SRT) shall be an SRT-350 Slotted Rail Terminal (8-post system) as manufactured by Trinity Industries, Inc., and shall include items detailed for terminal system (Type SRT) shown on the plans. The SRT-350 Slotted Rail Terminal (8-post system) can be obtained from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, telephone (800) 772-7976.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications. The Certificate of Compliance shall certify that the terminal systems furnished conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

Terminal systems shall be installed in conformance with the manufacturer's installation instructions and these requirements. Each terminal system installed shall be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

For terminal system (Type SRT), the steel foundation tubes with soil plates attached shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 149° F or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

For terminal system (Type FLEAT), the soil tubes shall be, at the Contractor's option, driven with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted. Wood posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 149° F or less. The edges of the wood posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

Payment shall be at the contract linear foot price paid for Metal Beam Guard Rail to Place and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing metal beam guard railing with flared terminal system and (Type WB) transition railing, complete in place, including excavation, backfill and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 14 - CRASH CUSHION (QUADGUARD II – TL-2 LAYOUT) TO PLACE

The Contractor shall furnish and install crash cushion mechanism at the location shown on the plans. Crash cushions shall be QuadGuard II (TL-2 Layout) manufactured by Trinity Highway Products, LLC.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved in acquiring and constructing the crash cushion mechanism complete in place as shown on the Plans, per manufacturer specifications, as specified in these Technical Specifications, and as directed by the Engineer.

ITEM NO. 15 - STORM DRAIN PIPE TO REMOVE

Existing storm drain pipe shall be removed where shown on the plans and in accordance with these special provisions. Removal of storm drain pipes shall conform to the requirements of Section 13-3 of the Standard Specifications.

Patching of connections to existing storm drain maintenance holes is considered as included with this item and no additional compensation will be allowed therefor.

Payment shall be at the price bid per each Storm Drain Pipe to Remove and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to remove storm drain pipe.

ITEM NO. 16 - DRAIN INLET TO REMOVE

This item shall include the removal of existing drainage inlets as shown on the Plans. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: William Roberts, Drainage Superintendent (916) 808-6955.

Pavement cutting for the removal the drain inlet shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price indicated in the proposal per each drain inlet and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to remove this item. The bid cost for this item shall include pavement cutting, backfill, and surface restoration.

ITEM NO. 17 - TYPE B DRAIN INLET TO CONSTRUCT

Type B Drain Inlets shall conform to Sections 20, 24 and 38 of the Standard Specifications.

Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place, maximum wall thickness shall be 8-inches.

The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ inch and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

The open back hood shall be cast iron or approved equal.

The vertical distance between the grate and the top of the hood shall be a minimum of 5" and a maximum of 8". If the top of the hood must be placed below the top of curb, there shall be a minimum 3" cover of concrete. One number 4 rebar shall be placed in the concrete and shall extend 12" on both sides of the hood. If the top of the hood is placed flush with the top of curb, the Contractor shall embed hood in concrete, 4 inches from the back of the hood extending 6 inches beyond both ends of the hood.

Drain lead shall be connected to drain inlet with approved waterstop cast into side wall with non-shrink grout. Waterstop shall have a minimum of 2-inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

Surface restoration shall be in accordance with the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to drain inlet removal and installation shall be paid for as part of this item.

Drain Inlets shall be labeled per the City Standard Specifications.

Payment shall be at the unit price indicated in the proposal per each Type B Drain Inlet constructed and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to construct this item complete in place. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 18 - 12" PVC DRAIN PIPE TO PLACE

Where shown on the Plans, 12-inch diameter drain pipes shall be PVC. Drain lead connections shall be included in this item. Drain pipes shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

If the depth of cover is less than 12 inches, the Contractor shall encase pipe with controlled density fill as specified in the General Requirements, "Trench Excavation and Backfill," herein or with concrete protective covering as specified in the Standard Specifications, Section 38, drawing S-250. When the Engineer approves shallow placement of DI leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8 of the Standard Specifications.

When connecting to a manhole:

A) All connections to the manholes not cast as part of the base shall be made by use of a coring machine and a "Cor-N-Seal" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

After mandrel inspection, the DI leads placed may be inspected by the City's Field Services Division utilizing a robotic T.V. camera. It shall be the Contractor's responsibility to coordinate the T.V. inspection with the Engineer.

The lead invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.0025 ft/ft unless otherwise approved by the Engineer. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing, or altering drain inlet or lead elevations.

Payment shall be at the price bid per lineal foot of proposed 12" PVC pipe to install and shall include full compensation for furnishing all labor, materials, tools, surface restoration, equipment and incidentals and for doing all work involved in constructing 12" PVC pipe as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 19 - CONCRETE APRON TO CONSTRUCT

Contractor must construct concrete aprons at pipe outlets as shown on the Plans and in accordance with Section 20 "Concrete in Structures" and section 21 "Placing Steel Reinforcement" of the Standard Specifications and Section 51 "Concrete Structures" of the State Standard Specifications.

Where indicated on the Plans, Contractor must install the concrete apron to conform with a pipe. Concrete aprons shall be installed to the dimensions and depths indicated on the plans.

Payment shall be at the unit price indicated in the proposal per each concrete apron installed. The Contract unit price paid for each concrete apron installed includes full compensation for all excavation, form work, reinforcement, conforming to existing creek paving, labor, materials,

tools, equipment, and incidentals, and for doing all the work necessary to construct the concrete, complete in place, as shown on the Plans, and as specified in the State Standard Specifications and these Technical Specifications, and as directed in writing by the Engineer.

ITEM NO. 20 - RECONSTRUCT MAINTENANCE HOLE NO. 4

Existing maintenance holes shall be reconstructed to meet 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 reconstructing 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 reconstructing maintenance holes to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 21 - WATER VALVE BOX TO ADJUST TO GRADE

Water valves boxes 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.

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. The Contractor shall be assessed a $500 administrative penalty for each utility box shown on the swing tie map that is not 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 to grade, as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 22 - CONSTRUCT SIDEWALK BARRICADE

This work includes the permanent installation of sidewalk barriers at the locations shown on the plans. Sidewalk barriers installed must conform to the details shown in Section 38 of the Standard Specifications (DWG. T-102).

Payment shall be at the unit price bid per each barricade constructed. This price will include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved in Construct Sidewalk Barricade complete in place as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer.

ITEM NO. 23 - THERMOPLASTIC TRAFFIC STRIPING (DETAIL 2) 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. Retro reflective markers as specified in the striping detail are considered as included in the lineal foot price bid.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (Detail 2) and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (Detail 2) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 24 - THERMOPLASTIC TRAFFIC STRIPING (DETAIL 22) 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. Retro reflective markers as specified in the striping detail are considered as included in the lineal foot price bid.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (Detail 22) and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (Detail 22) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 25 - THERMOPLASTIC TRAFFIC STRIPING (DETAIL 27B) 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. Retro reflective markers as specified in the striping detail are considered as included in the lineal foot price bid.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (Detail 27B) and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (Detail 27B) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 26 - TRAFFIC SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing traffic signs on new posts. Signs 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.

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".

This item shall include of installing new posts for traffic signs which conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions.

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 Standard Specifications.

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 ¾-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. 27 - STREETLIGHT MODIFICATION

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the streetlight modification as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing conduits, pull boxes with lockable lids, 2006 Caltrans CIDH Pile foundation, anchor bolts, traffic control measures, incidentals, and all appurtenances shown on the Plans and called for in these Special Provisions.

Work also includes intercepting existing conduit and conductors, relocating an existing mastarm streetlight, abandoning existing conduit, abandoning existing foundation, removing conductors, and removing pull box, and all items shown on the Plans and called for in these Special Provisions.

The City of Sacramento shall provide the conductors (#6 and #10) for the Vinci Avenue Bridge and Roadway Improvement Project. The conductors are embossed with the City of Sacramento lettering. The Contractor shall pick-up the City Furnished conductor from the City of Sacramento Corporation Yard and deliver to the jobsite. Contractor shall install the conductors as specified in the Plans. Contractor shall also make all final wire connections.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and liquids, such as oil and machinery coolant, on the sidewalk, driveway, and curb ramp areas that was caused by the contractor during construction.

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

3. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

3.1 CITY FURNISHED EQUIPMENT

The Contractor shall pick-up all City furnished equipment at the City Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California, and deliver these items to the job site. *Contractor is responsible to provide machinery and manpower to unload and load all city furnished equipment.* Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the equipment pick-up with the City Inspector. Equipment pick-up shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City.

The Contractor's responsibility for City supplied equipment shall be in accordance with Section 6-1.02, "State-Furnished Materials," of the State Standard Specifications.

3.2 CONDUIT MATERIAL

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-10 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amain ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% ± 0.5% by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

Duct seal shall be installed on all conduits.

All new conduits starting/terminating in pull boxes shall have End Bells.

3.3 CONDUIT INSTALLATION

Conduit installation shall be in accordance with Section 34-9, 34-10 of the Standard Specifications and as modified by these Special Provisions. "Jet-rodding" is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall

terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

Contractor shall replace roadway striping and markings with same material if damaged by directional drilling, bore pits, potholes, or trenching. Replacement striping and markings shall be thermoplastic or paint, per the City of Sacramento Standards.

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end of each work day. All conduit installed by trenching shall be anchored every 15 feet to the bottom of the trench, with an approved method, so as to prevent the conduit from floating when the concrete is backfilled into the trench.

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with ¾" aggregate (coarse); except on residential streets where the base course shall be Type A, ¾" aggregate (coarse) and surface coarse shall be Type B, ½" aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cementand fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in

the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.

Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18") below the finished grade in sidewalk areas and not less than thirty inches (30") in all other areas except as otherwise specified or directed by the Engineer.

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed "drilling corridor" to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3') from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3') measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

3.4 CONDUCTORS

Conductors shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables, unless otherwise specified.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

3.5 INSPECTION

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

3.6 MASTARM STREETLIGHT

A. General

The installation of mastarm streetlight foundations shall be in accordance with the latest California Department of Transportation Standard Plans, unless otherwise specified in these Special Provisions and Plans. Remove concrete forms on poles upon project completion. Remove all plywood, forms, excess and leftover concrete, and other debris as a result from construction upon project completion.

B. Vinci Avenue Bridge and Roadway Improvements

Contractor shall relocate the existing mastarm streetlight to new location as shown in the plans and as directed by the Engineer.

- Contractor shall provide and install new foundation. The foundation shall be placed within the City of Sacramento Right of Way. Contractor to measure existing bolt circle diameter of baseplate, prior to setting new foundation. Use CalTrans 2006 CIDH Pile foundation standards.
- Contractor shall provide and install new anchor bolts. Contractor to determine size and length of existing anchor bolts.

3.7 PULL BOXES

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

a. All new pull boxes shall be set in place prior to pouring any new sidewalk. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways. Contractor shall cut, remove and replace the

concrete to the nearest joint when installing new pull boxes. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

b. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.

c. All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.

1) Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids manufactured by Jensen MetalTech or approved equal. (#5 PB - Locklid 1324 Lid LL K-S TrxPlt Sac Glv; #6 PB – LockLid 1730 Lid LL K-SD TrxPlt Sac Glv). The City of Sacramento has also approved Sipra Corp's Lockjaw! Security lids, and WESCO's Mr. Steel Security lids.
2) Lid shall be ¼" thick minimum galvanized steel.
3) Lid shall be manufactured with slip resistant surface.
4) Lid shall be non-traffic rated, unless otherwise specified.
5) Lid shall be equipped with a lock mechanism which can be secured from the top of lid.
6) Lock shall be recessed in a1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.
7) A steel welding plug shall be provided by the manufacturer to be inserted into the 1 inch diameter recessed lock. (Locklid # Plugs Sac Stl Plgs LkLd Lids, or approved equal).
8) Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
9) No. 5 pull boxes shall have a single cam locking system, or approved equal.
10) No. 6 pull boxes shall have a double cam locking system, or approved equal.
11) Lid shall have a grounding lug.
12) Supply five sets of keys for the locks.
13) Supply two sets of lifting tools for the lid.
14) Lid shall be free of scratches, defects, and debris. Lids shall be installed new.
15) SIPRA Corp Lockjaw Utility Box Security Lid is also an acceptable product. Galvanized lid. No electric markings on lid. 3/16" Diamond Plate. Provide three sets of locking tools for project.

APPENDIX A

Labor Compliance Requirements for This Project

By submitting a bid for this project you are agreeing to comply with the City's Labor Compliance Program

CITY OF SACRAMENTO

City of
SACRAMENTO

LABOR COMPLIANCE HANDBOOK 2015

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE

Revised 4-7-15 KW

City of
SACRAMENTO

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 *(also for all SB854 related information).*

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

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City of
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STATE WAGE DETERMINATION

Website:

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

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

For additional information you may contact:

Division of Labor Statistics and Research (DLSR) (415) 703-4774

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

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

Issue Date:

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

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

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

* **Effective** until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Double Asterisks ** **(Indicates expiration date & a wage or fringe benefit increase) Example: Expiration Date of Determination: June 30, 2009****

** The rate to be paid for work performed after this date has been determined. **If work will extend past this expiration date, the new rate must be paid** and should be incorporated in contracts entered into now. Contact Division of Labor Statistics and Research (415) 703-4774.

FEDERAL WAGE DETERMINATION

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.

City of
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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 be 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.

City of
SACRAMENTO

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 APPRETICEABLE TRADES/CRAFTS WITHIN SACRAMENTO COUNTY

Asbestos Worker, Heat and Frost Insulator	Parking and Highway Improvement (Striper)
Boilermaker-Blacksmith	Painter
Bricklayer, Stonemason	Plasterer
Carpenter – All Related Trades	Plaster Tender
Carpet, Linoleum and Resilient Floor Layer	Roofer
Cement Mason	Landscape/Irrigation Fitter
Drywall Installer/Lather (Carpenter)	Sprinkler Fitter (Fire Protection/Fire Control
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

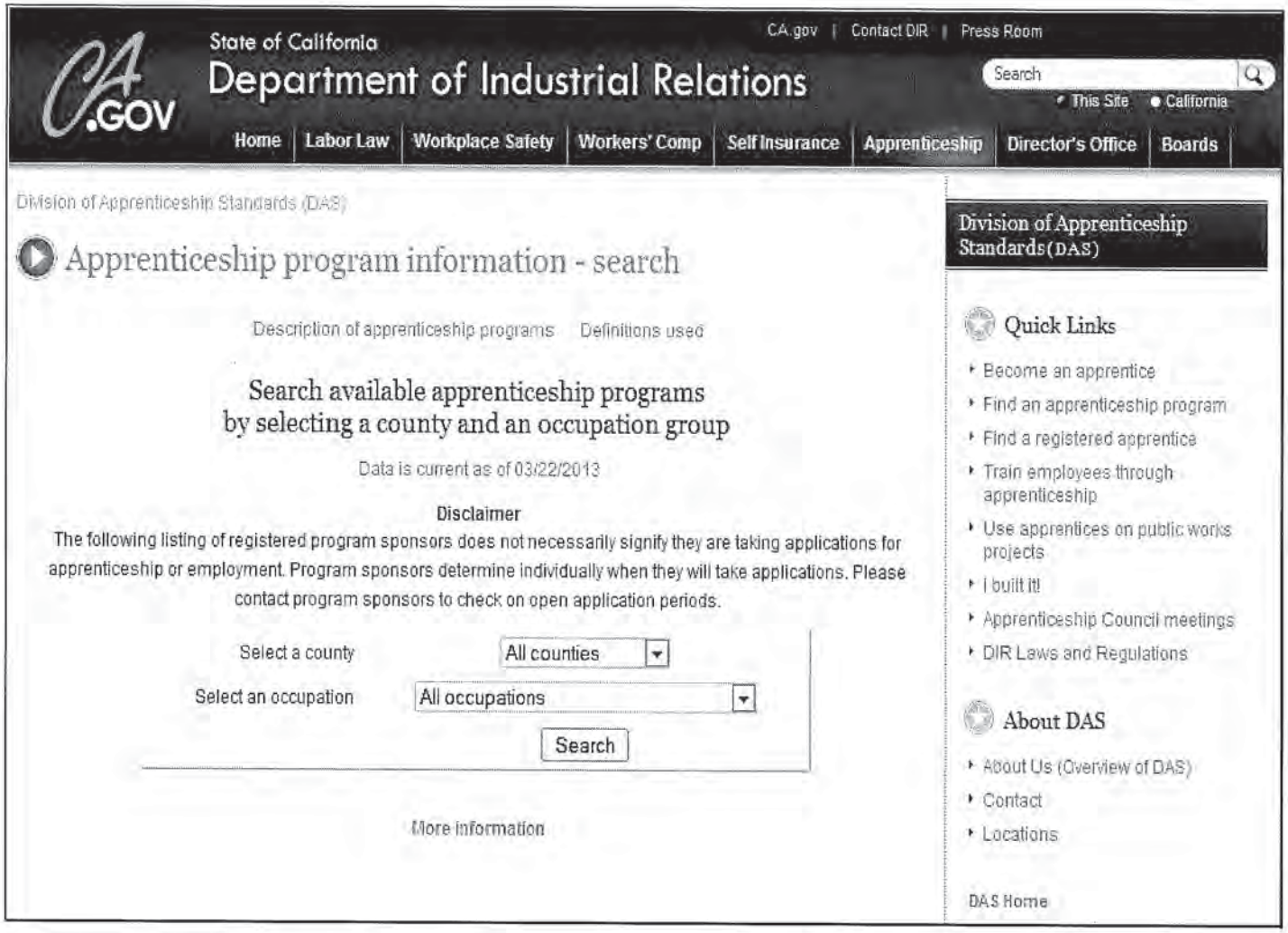
The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp

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.



(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)

CAC Training Fund Contributions

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

California Apprenticeship Council (CAC)

P.O. Box 511283

Los Angeles, CA 90051-7838

Overnight payments should be sent to:

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

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research *available apprenticeship programs by selecting a specific county and an occupation group)*

CAC - Public works training fund contributions

Division of Apprenticeship Standards (DAS)

Training Fund Search

This search function allows awarding agencies, labor and contract compliance organizations, contractors, and other interested parties to view and print a specific contractor's Training Fund contribution paid to the California Apprenticeship Council for the previous 24 months. The payment of the training funds is regulated by California Labor Code 1777.5(m)(1)

Please enter the contractor's license number to begin search.

If you do not know the contractor's license number you may search for it at this site: www.cslb.ca.gov

For employers without a Contractor's license you may look up the id number that was assigned

If you have any comments, questions or suggestions please send them to trainingfund@dir.ca.gov

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PRE CONSTRUCTION DOCUMENTS

CITY OF SACRAMENTO
CALIFORNIA

NOTICE TO PROCEED
Project #PROJECT NUMBER
PROJECT NAME

DATE

PRIME NAME
PRIME ADDRESS
PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on DATE. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS) working days from the date of this notice. Forty eight hours prior to starting work, please notify the Project Manager, PM NAME at (916) 808-EXT or PM EMAIL@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENT ADDRESS
DEPARTMENT CITY, STATE ZIP
Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

Receipt Acknowledge,

CONTRACT & COMP NAME Date
Contracts & Compliance Specialist

Signature Date

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME

SACRAMENTO

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.govh/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 15th.**

Training Fund Contribution Letter -are **due monthly by Prime and Sub- Contractors.** (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)

⇨ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. The apprentice certificate is to be uploaded into LCPtracker prior to approval. *References: Labor Code 1777.5; Contract Provision*

❑ Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

Certified Payroll Records

- **Certified Payroll Reports *(CPR)*** Input into LCPTracker.net and delivered to the DIR as of April 1, 2015. ***The CPR's for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California.*** **CPR's are due within ten (10) days of pay period end date**. CPR's shall contain the same information for compliance with ***LC § 1776.*** Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.

- **Fringe Benefit Statement: Form 420 (Located on 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**

City of
SACRAMENTO

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

SACRAMENTO

Classification Worksheet

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

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

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

- ☐ Asbestos
- ☐ Electricians
- ☐ Pile Drivers
- ☐ Boilermaker
- ☐ Elevator Mechanic
- ☐ Pipe Trades
- ☐ Bricklayers
- ☐ Glaziers
- ☐ Plasterer
- ☐ Carpenter
- ☐ Iron Workers
- ☐ Roofers
- ☐ Tile Workers
- ☐ Carpet/Linoleum
- ☐ Laborers
- ☐ Sheet Metal
- ☐ Cement Mason
- ☐ Millwrights
- ☐ Sound/Communication
- ☐ Drywall Finisher
- ☐ Operating Engineer
- ☐ Surveyor
- ☐ Drywall/Lather
- ☐ Painters
- ☐ Teamster
- ☐ Other (specify) _____

PLACE ON COMPANY LETTERHEAD

Date: April 25, 2014

INSERT PROJECT OWNER Address

INSERT PRIME SUBCONTRACTOR Address

To whom it may concern:

I, the undersigned, hereby authorize ..... to sign on our behalf in all manners relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by ..... on our behalf shall have the same effect as acts of our own.

This affirm that the signatories identified above have the authority under penalty of perjury to affirm that required forms and certified payroll records are originals or are full, true and correct copies of the original and correctly depict the Trades, Crafts and Classifications of work performed; hours and days worked; and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to public works contract.

This authorization is valid until further written notice from (COMPANY NAME).

Sincerely,

(Company counsel or company officer's signature)

(Name Address and Title)

City of Sacramento

PW-300 Form

Instructions: The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractors information in the Prime Contractor box and list yourself as the Subcontractor. Fill out the information that is known. If you are a Subcontractor with lower tier subs please put your company name under the Prime Contractor field and all subs under the Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier then a revision to the PW-300 Form is required. DIR REGISTRATION # MANDATORY

PRIME CONTRACTOR			
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 #**	
SUBCONTRACTORS LIST			
SUBCONTRACTOR			
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**	
SUBCONTRACTOR			
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**	
SUBCONTRACTOR			
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**	

Add additional pages if necessary.

City of Sacramento

PW-300 Form

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	
SUBCONTRACTOR			
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	

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365 pc359

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	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	

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.*

☐ 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; 1777.7and1813.*

☐ 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: _____
PROJECT NAME: _____
PROJECT CONTRACT NO.: _____ County/location: _____

HEALTH AND WELFARE

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/PER HOUR	
CONTRIBUTIONS	WEEKLY ❑	MONTHLY ❑	QUARTERLY ❑	ANNUALLY ❑

PENSION

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

VACATION/HOLIDAY

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

TRAINING

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

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

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

ADMINISTRATOR Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

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 AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

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

Check One Of The Boxes Below

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

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

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

Signature _____ *Date* _____

Typed Name _____

Title _____

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

DAS 140 (REV. 1/04)

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** .....

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

☐ **Revoked**

☐ **End of Project** (Enter project name and address in Area Covered above)

☐ **Date** .....
Date

☐ **Other** .....
Specify

EFFECTIVE DATE

[SIGNED] By ..... **Date** .....
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/09)

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

Accepted:

DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

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

EFFECTIVE DATE

[SIGNED] By _____ Date _____

Apprenticeship Consultant

REMARKS:

MUST be signed by both Committee and DAS prior to submission

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 1/06)

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: ☐ No: ☐	
		COUNTY OF RESIDENCE	
OCCUPATION			O*Net code
TERM OF APPRENTICESHIP Hours Within Years	STRAIGHT TIME Hours per day: 8	Hours per week: 40	

This agreement is between the above named apprentice employed by the below named employer, and

_____
PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having_____months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about_____, 20____, upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this_____day of_____, 20____by _____
DAY MONTH YEAR SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

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

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

_____ _____
SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE TITLE

NAME OF EMPLOYER
ADDRESS

_____ _____
SIGNATURE -- SECRETARY / CHAIR / COORDINATOR DATE

ACCEPTED BY DAS

_____ _____
SIGNATURE – APPRENTICESHIP CONSULTANT DATE

for unilateral programs only]
This agreement is approved by _____ for the Administrator of Apprenticeship

DAS 1 (REV. 4/12) **APPRENTICE AGREEMENT**

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)

A. Gender

☐ Male ☐ Female

(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215

B. Ethnic or Race Derivation (**Check only one**)

1 ☐ WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.

2 ☐ BLACK (Not of Hispanic Origin) -- A person having origins in any of the Black racial groups of Africa.

ASIAN OR PACIFIC ISLANDER – A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea and Samoa.

A	☐	Asian	Asian Indian
B	☐	Asian	Bangladeshi
C	☐	Asian	Chinese
D	☐	Asian	Cambodian
6	☐	Asian	Filipino
E	☐	Asian	Hmong
I	☐	Asian	Indonesian
J	☐	Asian	Japanese
K	☐	Asian	Korean
L	☐	Asian	Laotian
M	☐	Asian	Malaysian
P	☐	Asian	Pakistani
R	☐	Asian	Sri Lankan
T	☐	Asian	Taiwanese
U	☐	Asian	Thai
V	☐	Asian	Vietnamese
F	☐	Native Hawaiian	Fijian
G	☐	Native Hawaiian	Guamanian
H	☐	Native Hawaiian	Hawaiian
S	☐	Native Hawaiian	Samoan
W	☐	Native Hawaiian	Tongan

4 ☐ AMERICAN INDIAN OR ALASKAN NATIVE -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

7 ☐ HISPANIC -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.

(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)

C. Number of Dependents (Do not count yourself)

0	☐ None	4	☐ Four
1	☐ One	5	☐ Five
2	☐ Two	6	☐ Six of More
3	☐ Three		

(Voluntary)

D. Highest Year of Education Completed

1	☐ 8th Grade or less	6	☐ 1 Year of College
2	☐ 9th Grade	7	☐ 2 Years of College
3	☐ 10th Grade	8	☐ 3 Years of College
4	☐ 11th Grade	9	☐ 4 or more Years of College
5	☐ 12th Grade (or GED Certificate)		

(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)

E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)

0	☐	None
1	☐	Less Than 1 Year
2	☐	1 But Less Than 2 Years
3	☐	2 But Less Than 3 Years
4	☐	3 But Less Than 4 Years
5	☐	4 But Less Than 5 Years
6	☐	5 Years or More

(Voluntary)

F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?

☐ Yes ☐ No

If yes, Please Enter:

Month and Year Entered ____

Month and Year Separated ____

Total Months served on Active Duty _____

Apprentice's Signature _____

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:

To Applicable Apprenticeship Committee:

Name: _____

Address: _____

_____

Tel. No. _____ **Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License 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)

SACRAMENTO

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. 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. **MiscellaneousDocuments:**
   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

Sign In

Email Address:

Password:

☐ Remember me on this computer

Sign In

First Time User

Forgot Password

To create an account please select the First Time User button above.

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https://apps.dir.ca.gov/ecpr/DAS/AltLogin

CAC - Training Fund Contributions

You must enter all requested information in order to ensure successful submission and processing of your payment.
Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

You must use the BUTTON on the bottom of the page to submit for an invoice coupon.

TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY. USE THE TAB KEY INSTEAD.

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment.

Training Fund Contributions Form CAC2

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:	Comments:
		(MM/DD/YYYY)	
*** City:**			
*** State:**			
*** ZIP:**			

*** Name of the submitting party:**	*** Submitter's Title:**	*** Submitter's Email:**	***Submitter's Phone:** e.g., (999) 999-9999

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

	*** 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

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 LCPtracker. 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

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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

VERFICATION FORM UNION CONTRACTORS

****Training Fund Contributions are due on the 15th of each month****

PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION	CONTRACTOR'S LICENSE NUMBER
	CONTRACT OR PROJECT NUMBER
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.
	PERIOD COVERED BY CONTRIBUTION (FROM - TO)

CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC).	COUNTY WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT
			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

SACRAMENTO

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

SACRAMENTO

Contractors Certificate of Completion – Form 264

To be completed by the Prime Contractor at time of completion.

Project Name & Number	
Contractor Name	

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**

SACRAMENTO

Checklist of Documents Required for Labor Compliance on LCPtracker.net

- ✓ **PW300** - This is due within 10 days of person meeting and needs to be uploaded. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report and must be signed.
- ✓ **Checklist of Labor Law Requirements** - prime due this on or before person meeting, subs need to have this finished within 10 days of person meeting. All boxes must be checked and it must be signed.
- ✓ **Fringe Benefit Statement** - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.
- ✓ **DAS140** - due prior to commencing work on a project (one for each determination)
- ✓ **DAS142** - due 72 hours prior to the report date on a project (one for each determination)
- ✓ **CAC2** - due monthly- one for each determination (due on the 15th day of the month for work performed during the preceding month) If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.
- ✓ **Training Fund Contribution Confirmation Letter** – this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.
- ✓ **CPR's**- Certified payroll is due within 10 days of pay period end date

LCPtracker.net phone support is available at (714) 669-0052 Option 4; if they do not pick up please leave a message and they will get back to you. All calls are logged in with a date and time, but if you don't leave a message you will not get a phone call back. **E-mail support is available at** support@lcptracker.com. To assist those at support please include your User ID, a direct call back number, contact name and a brief description of the issue you are facing.

All forms are available under the e-Documents tab on LCPtracker. It is best practice to use the forms that have been provided to you under that e-docs tab to increase efficiency in processing pay request and remain compliant.

SACRAMENTO

Helpful Links and Contact Information:

1. **Department Of Industrial Relations (DIR):**
   Web-Link: http://www.dir.ca.gov/
   Contact DIR: http://www.dir.ca.gov/Contactus.html

2. **Division of Labor Standards Enforcement (DLSE):**
   Web-Link: http://www.dir.ca.gov/dlse/dlsepublicworks.html

3. **Division of Apprenticeship Standards (DAS):**
   Web-Link: http://www.dir.ca.gov/das/das.html

   Apprentice Certification:
   Web-Link: http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp

   CAC Public Works Training Fund Contributions:
   Web-Link: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html

4. **California General Prevailing Wage Determination:**
   Web-Link: http://www.dir.ca.gov/OPRL/pwd/ (Journeymen)
   http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp (Apprentice)

5. **Davis Bacon Wage Determination Rates:**
   Web-Link: http://www.wdol.gov/dba.aspx

6. **Public Works Information- Frequently Asked Questions:**
   Web-Link: http://www.dir.ca.gov/das/publicworksfaq.html

7. **LCPtracker.net**
   Web-link: https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx
   Support Phone Number: 714-669-0052 Option 4
   E-mail: support@lcptracker.com

THINGS TO REMEMBER:

Labor Compliance Forms due Prior to Work Beginning (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.

14

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00901

Title: Contract: Purchase of Traffic Signal Cabinets

Location: Citywide

Recommendation: Pass a Motion 1) awarding a one-year contract with two one-year renewal options to McCain Inc. for a total not to exceed amount of $483,503; and 2) authorizing the City Manager to execute the contract with McCain Inc. and up to two one-year renewal options.

Contact: Brad Stevenson, Operations General Supervisor, (916) 808-6635; Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Transportation Division

Dept ID: 15001911

Attachments:

1-Description/Analysis

2-Contract

City Attorney Review

Approved as to Form
Gerald Hicks
10/20/2015 10:34:13 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/7/2015 6:49:36 AM

Description/Analysis

Issue: The Transportation Division of the Department of Public Works has an ongoing need to repair and replace the City's traffic signal infrastructure. City Council approval is necessary to purchase traffic signal cabinets from McCain, Inc.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services, and AP-4001 – Procurement of Supplies.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This activity is an administrative activity and is not considered a project as defined by Section 15378 of CEQA. This activity involves no physical construction and, therefore, has no potential to cause a significant impact to the environment (CEQA Section 15061 (b)(3)).

Sustainability: The materials purchased will support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. Further, maintenance of traffic signals contributes to the quality of life by promoting "complete streets" within the City.

Commission/Committee Action: None

Rationale for Recommendation: The Transportation Division of the Department of Public Works has an ongoing need to purchase traffic signal controller cabinets in support of the City's traffic signal infrastructure.

On July 21, 2014, Invitation for Bid B14151941049 was issued to procure signal controller cabinets that meet the State of California, National Electrical Manufacturers Association, and City of Sacramento specifications. Formal bids were opened on August 14, 2014 and staff received five responses. Peek Traffic Corp. was determined to be the lowest responsive and responsible bidder and contract (C2014-1065) was awarded October 28, 2014. Peek has subsequently failed to perform in compliance with the contract and has been terminated effective September 11, 2015. Pursuant to City Code section 3.56.220, staff now recommends award to the second lowest responsive and responsible bidder, McCain, Inc.

BID SUMMARY

Bidder	Bid Total (Incl. Sales Tax)	5% LBE/SBE Preference	Prompt Payment Discount	1% City Tax Preference	Evaluation Total
~~Peek Traffic Corp.~~	~~$452,671.88~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$452,671.88~~
McCain, Inc.	**$483,502.50**	**$0.00**	**$0.00**	**$0.00**	**$483,502.50**
Econolite	$586,647.00	$0.00	$0.00	$0.00	$586,647.00
Control Tech West, Inc.	$810,405.00	$0.00	$0.00	$0.00	$810,405.00
Western Pacific Signal, LLC	$825,575.63	$0.00	$0.00	$0.00	$825,575.63

Financial Considerations: The contract is for one-year with options for two one-year extensions. There may be several purchases within a given year; however, the total contract amount shall not exceed $483,503. Purchase orders encumbering funds under this contract will not be created until projects and funding are identified. Funding for each purchase order could be provided from development project fees, capital improvement project budgets, or department operating budgets.

There are no General Funds planned or allocated to this contract.

Local Business Enterprise (LBE): McCain, Inc. is not an LBE. The minimum LBE participation requirement is waived for the procurement of supplies totaling greater than $100,000 because of the limited number of local suppliers and subcontracting is generally not practical or financially beneficial to the City.

CITY OF SACRAMENTO

Public Works
(Responsible Department)

Bid Number: 14151941049

Del w/i90ARO
TOTAL PA
$483,502.50
after Eval

INVITATION FOR BID
And
Contract Specifications for Supplies

FOR: Traffic Signal Cabinets

Bids Must Be Received Up To The Hour of 2:00 P.M. on August 13, 2014

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

Pre-Bid Conference: N/A
Mandatory: [ ] Yes
[X] No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: McCain, Inc.
Address: 2365 Oak Ridge Way
City, State, Zip Code: Vista, CA. 92081
Phone Number: 760-727-8100
Email Address: dhawkins@mccain-inc.com

Ver. (5-07-2014)

CITY OF SACRAMENTO

Bid No: 14151941049
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SECTION I
REQUIREMENTS

SECTION I – REQUIREMENTS

A. Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources **will not be considered official** and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**

2. **Bid Forms. Bid must be submitted on these printed forms and sealed in an appropriate envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor's name and address printed on the outside of the envelope/package**

   a) To obtain an electronic version of this bid go to Procurement's website at http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

   b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, **August 13, 2014**. After opening, Bids may be inspected in the City Clerk's Office.

   (Note: Bids must be submitted up to 2:00 P.M. on the above date)

   c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**

4. **Bid Security.** Bid Security is: [ ] Required [X] Not Required

   If required, bid security approved by the City must accompany the bid, in the amount of _N/A_ of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid**. No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. **City's Options.** City reserves the following options:
   1. The right to award in whole or in part.
   2. The right to reject all partial bids.
   3. The right to reject any or all bids or make no award.
   4. The right to issue subsequent Invitation For Bids (IFB).
   5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
   6. The right to waive any informality or irregularity in the bidding process and any bids.
   7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: [X] Not Required [ ] Required

    If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____N/A_____.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries**. Questions regarding this bid should be referred to:

Contractual Questions	Technical Questions
Department Name: Public Works	*Department Name: Public Works*
Attention: Deanna Hickman	*Attention: Larry Robison (Project Manager)*
Email: dhickman@cityofsacramento.org	*Email: lrobison@cityofsacramento.org*
Phone: (916) 808-5984	*Phone: (916) 808-6634*

    These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

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

    When an item price is required to be set forth in the Bid, 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 City's estimate of the quantity to be provided or 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 intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

    Should the Bid contain only a 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 City's estimate of the estimated quantities to be provided or performed.

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

    If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:

    a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

    b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

    c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).

19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

20. **Emergency/Declared Disaster Requirements**. In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

21. **Acceptable bid format**. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

22. **Submission of Bids.** The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

Bid submissions made via personal delivery shall be delivered to:

Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

23. **Bid Protest.** 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. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: http://www.qcode.us/codes/sacramento/

SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. 14151941049

FOR SERVICES/SUPPLIES: Traffic Signal Cabinets
To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: McCAIN, INC.

ADDRESS: 2365 OAK RIDGE WAY, VISTA, CA. 92081

PHONE #: 760-727-8100 FAX #: 760-597-7106 E-MAIL: dhawkins@mccain-inc.com

STATE TAX I.D. #: SRFHB25838718 FED. TAX I.D. #: 33-0262207

City of Sacramento Business Operation Tax Certificate #: 119557
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): ____ Individual/Sole Proprietor ____ Partnership
✓ Corporation ____ Limited Liability Company
____ Other (please specify: _____)

BY: (signature of authorized person) Diane Hawkins

PRINT NAME: DIANE HAWKINS

TITLE: ACCOUNT MANAGER

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: [ ] No; [ ] Yes - Amount: $ _____

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

_____
City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify:

_____

Contract Not-to-Exceed Amount: $ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
_____	_____	_____
City Attorney	City Manager (Or Authorized Designee)	City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (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 $100,000.00. 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 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 permits 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 or 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, 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 "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

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

ATTACHMENT B

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, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

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, Procurement Services Division, at the same address, containing the details of the alleged violation.

SECTION II
CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflict of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly nor indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. **CONTRACTOR Information.**

   A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, Photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for

any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. Termination for Cause. If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.

C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, 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, 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 this Agreement by 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 any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: 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 10, nor shall the limits of such insurance limit the liability of

CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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 Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

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

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, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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 Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

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 insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

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

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

C. Other Insurance Provisions

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

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

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

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

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

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

forwarded to the CITY representative 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) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement 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.

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions 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 CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

A. Post-Award Amendments.
B. Pricing Schedule(s), as corrected by City, if applicable.
C. Pre-Award Addenda
D. Special Provisions.
E. Bid Instructions and Requirements
F. General Conditions
G. Technical Specifications and/or Plans

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. Compliance with Laws. The Contractor shall be responsible for strict compliance with all applicable

laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

21. **Funding Availability.**

A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.

D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.

23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.

24. **Notification of Material Changes in Business**. Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.

25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

26. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

27. **Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

1. Period of Performance

Any contract(s) resulting from this solicitation will be awarded with a base period beginning from Award of Contract until June 30, 2015, with the option of three one-year extensions. *Each one-year extension shall be mutually agreed upon and in writing.*

2. Invoices

All invoices under this Agreement shall include the following information, at a minimum:

a. Name of Contractor
b. Name of City Project Manager
c. City Contract Number
d. Purchase Order Number
e. Invoice Number
f. Account Number Assigned to City (if applicable)
g. Contact Information for Contractor's Accounts Receivables
h. Description of Item/Service to be Charged

Invoices shall also clearly denote any tax being charged to the City by the Contractor.

3. Billing Disputes.

Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.

4. Payment Terms.

Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization.

5. Authorities / Technical Direction.

The Contractor shall take no direction from any City employee or any other person other than the Project Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Project Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.

6. Quantities Unrestricted.

The City is not limited to purchase all of its requirements from any contract resulting from this request.

7. Additional Services.

Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.

8. Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, Eco Logo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://portal.cityofsacramento.org/~/media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP.ashx

or by contacting the Procurement Services Division at (916) 808-6240.

Traffic Signal Cabinet, TS2 Type 1, Type 'R'

The traffic signal controller cabinet shall be a TS2 Type 1 R44 cabinet. It shall be 77 inches high x 44.5 inches wide x 26 inches deep. For the bolt pattern, refer to Caltrans 2006 Standard Plan ES-3A. It shall have 16 phases of outputs, 64 channels of loop detection inputs, and conform to the following:

A. State of California Specifications

Unless otherwise noted, the enclosure specification shall meet or exceed the State of California, Department of Transportation, Standard Specifications, dated 2010, Section 86-3.04A and Standard Plans, section ES-3.

B. NEMA Specifications

Unless otherwise noted, the cabinet shall adhere to the latest NEMA TS 2 Type 1 specifications.

C. City of Sacramento Specifications

The City of Sacramento traffic signal cabinet specification shall supersede any applicable parts of the State of California, Department of Transportation Standard Specifications and Standard Plans.

D. Cabinet Construction

1. General

Controllers cabinets shall be constructed from type 5052-H32 bare aluminum with a dull finish and a minimum thickness of 0.125 inches and be 3R weather rated.

All cabinets shall come with a ten (10) year warranty on the enclosure and cabinet wiring.

Each cabinet shall be provided with two (2) lifting eyes for placing the cabinet on its foundation in the down position. Each eye opening shall have a minimum diameter of 0.75 in. Each eye shall be able to support a weight load of 1000 pounds. All exterior bolt heads shall be tamperproof type.

Machine screws used for mounting equipment on doors or walls of the cabinet shall have inside nuts.

The door latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75 in minimum diameter cast aluminum or zinc-, cadmium-plated steel, or stainless steel with a minimum 0.5 in shank. The padlocking attachment shall be placed at 4.0 in from the handle shank center to clear the lock and key. An additional 4.0 in minimum gripping length shall be provided.

Louvers shall be located in the lower one-half of the door. All cabinets shall be supplied with pleated dirt filters (ECO/AIR E-35-S) or equivalent, capable of filtering peat dirt. The filters shall be 12" x 16" x 1".

A police panel shall be located in the upper center outside of the door. The panel shall have a Signal On/Off switch and an Auto/Flash switch.

A maintenance door panel shall be mounted on the inside of the cabinet door on the back side of the police panel. The panel shall have twelve (12) 3-position detector switches for each of eight (8) vehicle and four (4) pedestrian phases. The switches shall operate as fixed, normal, and momentary, top to bottom. They shall be labeled for each phase. Six (6) pushbuttons shall be provided to test the preempt inputs and labeled RR 1, (blank), EVP 1 (3), EVP 2 (4), EVP 3 (5), EVP 4 (6). There shall be a Controller On/Off switch and an Auto/Flash switch. There shall be a three (3) position Stop Time switch; Flash Stop Time On/Off/Manual Stop Time On. There shall be A GFI duplex outlet provided.

The controller cabinet shall have a light and fan panel mounted in the top of the cabinet. Each panel shall be equipped with two (2) electric fans with ball or roller bearings and a capacity of at least 100 cubic feet per minute each. Each fan shall be separately fused and thermostatically controlled to the requirements of Section 86 of the State Specifications. There shall be two (2) LED cabinet illumination panels, Relume Technologies #796-5000 or approved equal. One mounts in the fan housing towards the front of the cabinet and the other under the document drawer. The power supply for the panels shall be mounted in the top of the cabinet and shall be 24VDC, 4 Amp. The light shall be rated 100,000 hours per LM 70. Light engine shall be fully recyclable. There shall be a door switch to turn on power to the light panels when the door is open. When the door is closed, the switch shall remove all power to the light panels.

The field terminal blocks for the signal indications on the load bay, the detector terminal blocks on the field input panel, and the power terminal block on the power panel shall be barrier type with marker strips and shall be provided with 10-32 by 5/16-inch minimum nickel or cadmium plated brass binder head screw and square metal threaded inserts. Round knurled inserts will not be accepted.

All assemblies that are connected in this cabinet shall be connected via hard wire, no quick disconnect or plug and play is accepted.

No other equipment within the controller cabinet shall use a socket that will accept a flasher or a flash transfer relay.

If relays are required other than the flash transfer relay, they shall be octal relays.

With MMU device disconnected or controller power off, the intersections shall go into flashing operation and remain in flashing operation until controller power is turned on. (THE CITY WILL NOT ACCEPT THE CABINET IF THE INTERSECTION GOES DARK INSTEAD OF FLASH.)

All labels shall be silkscreen or phenolic screw on type. No adhesive or sticker labels will be accepted. Font shall be Times New Roman. Font size is determined by location.

2. Left Cabinet Wall

Bottom Field Input Panel: The bottom eight (8) terminal positions on the last terminal block shall be allocated for pedestrian push button and pedestrian common (return) wires. The rest of the terminal positions shall be allocated to detector cable input wires. There shall be sufficient terminal positions for eight (8) pedestrian inputs, two (2) pedestrian returns and sixty-four (64) loop inputs (32 channels).

Top Field Input Panel: Shall be wired for sixty-four (64) loop inputs (32 channels).

Detector Programming Panels: All the detector outputs and detector green inputs shall be wired to two (2) detector programming panels, the first 32 channels to one and the second 32 channels to the other. Ø1-Ø8 greens shall be wired to the first panel. Ø1-Ø8 vehicle call switches on the maintenance door panel shall be wired to the first panel.

SDLC Hub: All cabinets shall come with an SDLC hub with a minimum of eight (8) connectors. All connectors shall be mounted on a PC board. All SDLC cables shall be Belden 9506 or approved equal. The back shell/cable clamp shall be metal and the cable appropriately strain relieved.

Opticom cables shall be terminated on the detector power supply panel.

3. Right Cabinet Wall

Power Panel: The Signal controller, TS2 power supply, any other auxiliary power supplies, detector power, etc. shall be protected by the surge protector. The protection device shall be an Edco ACP340, SHP300-10 or approved equivalent device and come with a seven (7) year warranty. The mercury contactor shall be replaced with a normally open, solid state relay and shall be CST Crydom CWA4850, MDI HPR48A50, Omega SSRL 240AC50, or approved equal. There shall be three (3) circuit breakers, a twenty (20) Amp, for the signal circuit, a fifteen (15) Amp for the auxiliary circuit, and a fifteen (15) Amp for the outlet strip. A fifteen (15) position earth ground bus bar and a fifteen (15) position neutral bus bar will be provided. It may be a screw type copper bar as specified in the Caltrans spec or a compression type with holes that will accept 14-8 AWG wire. The service AC- and bond wire will terminate on the bus bars. A place will be provided for the service AC+ on a terminal strip with a field lug and it shall be an ILSCO #SLUH-35 or approved equal. A 3 position block of type Marathon CAT: 1423570, 1423307, or equal will NOT be accepted.

Outlet strip: All cabinets shall have a Tripp-Lite outlet strip model ISOBAR6ULTRA or approved equal and shall be connected to CB-3. Outlet strip shall be mounted on aluminum stock.

DIN Rails: There shall be 2 DIN rails mounted on aluminum stock for DIN rail devices.

4. Center of Cabinet

Each controller cabinet shall be provided with three (3) shelves to house the controller, rack mounted detectors and any other equipment supplied, mentioned in the specifications and/or shown on the plans. The top shelf shall contain the all detector amplifiers, and any preemption equipment. The middle shelf shall contain controller and power supply. The bottom shelf shall contain the MMU. The shelves shall be perforated to allow air flow.

An On Battery LED shall be mounted on the underside of the top shelf and shall be readily visible when the door is opened. The LED is part of the BBS relay circuitry located in the load bay.

MMU, power supply, BIU, and controller cables, when not connected to controller or monitor, shall not be long enough for connectors to touch AC field wiring terminals (potential shorting problems).

A pull-out laptop computer shelf shall be incorporated below and attached to the bottom shelf. This pull-out shelf shall be 22" wide x 12.5 deep and provide an opening under the bottom shelf lip of 2.5" to be used as a document drawer.

Load Bay:
The load bay shall be designed to fold down from the top to gain access to the back side. No part of the load bay shall stick out past the load switches. The load resistors for load switches 9 – 12 yellows shall be mounted on the back of the load bay. Load bay shall be silk screened on front, showing all positions, e.g. Ø1, Ø2.

Load bay shall accommodate two (2) Bus Interface Units (BIU).

With respect to TS2 color output channel assignments, default channel, and therefore load switch and MMU wiring, assignments on the load bay shall be as follows:

a. Channels 1 - 8 shall be assigned to Vehicle Phases 1 - 8 respectively.
b. Channels 9 - 12 shall be assigned to Pedestrian Phases 2, 4, 6, and 8 respectively.
c. Channels 13-16 shall be assigned to Overlap Phases A, B, C, and D respectively.

Field lugs shall be supplied on all colors for each vehicle and pedestrian phase and each pedestrian pushbutton and pushbutton return. The field lugs shall be ILSCO #SLUH-35 or approved equal.

A battery backup relay shall be mounted on the load bay.

All power connectors for controller, MMU, and power supply shall be "MIL-SPEC" with no exceptions.

All cables for the power supply and MMU shall feed up from the front of the shelf.

There shall be two (2) controller power cables.

a. One shall be a NEMA TS1 "A" and feed from the front of the middle shelf.
b. The other shall be a NEMA TS2-1 power connector for the traffic signal controller interface board and feed up from the back of the middle shelf with enough slack so that the controller can be turned sideways to access the cable connectors.

The controller SDLC cable should be long enough to feed up from the front or from the back, depending on the type of controller.

The BIU connectors in the load bay and detector racks shall be mounted on PC boards.

The cabinet shall be capable of sixty four (64) channels of detection. Two thirty two (32) channel racks may be hard wired or PC board. The detection racks shall accommodate two BIUs, eight (8) - four channel half width (1.0") detectors and either two (2) - two channels or one (1) - four channel Opticom discriminators in the first rack. The racks shall be no more than 18 ¾" wide and 5 ¾" high.

E. Auxiliary Devices

All auxiliary devices shall conform to the Requirements of the NEMA TS2 Type 1 Standards.

The cabinet shall be equipped with all necessary auxiliary devices to operate a traffic signal with eight (8) vehicle phases, four (4) pedestrian phases and four (4) overlaps. The main auxiliary devices are listed below.

1. Load Switches
   a. The Load Switch shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 6.2.
   b. Load switches shall have a heavy duty aluminum heat sink chassis to allow triac device to operate with the full load current. 10Amp RMS Maximum Load Current over NEMA temperature range. Operating voltage range of 60 to 135VAC.
   c. Unit shall contain three electrical independent circuits. The front of the load switch shall be provided with three indicators to sow the input signal from the controller to the load switch. Maximum load current output in de-energized condition is less than 10 mA peak.
   d. Sixteen (16) Load Switches shall be supplied (8 vehicle, 4 peds, 4 overlaps). EDI Model 510 Load Switch or equal for use in NEMA TS2 Type 1 cabinet.

2. Solid State Flashers
   a. Solid State Flashers shall be in accordance with NEMA TS2 Standards, Section 6.3.
   b. Flasher shall have a heavy duty aluminum heat sink chassis to allow triac device to operate with the full load current.
   c. 15Amp RMS Maximum Operating Load Current over full NEMA temperature range.
   d. Operating voltage range of 60 to 135VAC.
   e. A minimum of 56 flashes/minute.
   f. EDI Model 810, Reno Model Fl-200 or equal.

3. Malfunction Management Units (MMU)
   a. MMU shall be designed for use in traffic controller cabinets in accordance with NEMA TS2 Standards, Section 4.
   b. The MMU shall be a Type 16.
   c. One (1) conflict monitor shall be supplied. EDI Model MMU-16LE, Econolite MMU-16, or Reno MMU-1600G.

4. Bus Interface Units (BIU)
   a. The BIU shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 8.
   b. All BIUs shall provide three separate front panel indicators for Power, Transmit, and Valid Data.
   c. Six (6) BIU shall be supplied. Two BIU shall be placed in the Load Bay. Four BIU shall be placed in the Detector Racks. EDI Model 700 or Econolite BIU-64.

5. Cabinet Power Supply
   a. The cabinet power supply shall meet all TS2 Section 5 requirements.
   b. The power supply shall regulated DC power, unregulated AC power, and a line frequency reference for the Detector Rack, BIU, load switches and auxiliary equipment.
   c. Power Supply shall have LED indicators showing output status and fuse integrity for three supply outputs.
   d. One (1) Power Supply shall be supplied. Econolite PS200 TS2, EDI Model PS200 TS2, or Reno TS-2 Power Supply.

6. Flasher Transfer Relays
   a. All Flasher Transfer Relays shall be solid state and conform to the requirements of NEMA TS2 Section 6.
   b. A full complement of relays shall be supplied with cabinet to allow for maximum phase utilization.

7. Inductive Loop Detectors
   a. Four Channel Rack Mount Detector for TS2 Type 1 traffic signal cabinet.
   b. Meets NEMA TS 2 specifications.
   c. Single width (1.12" or 1.14" wide).
   d. Eight (8) inductive loop detectors shall be supplied. RENO A&E Y/2-200 four channel rack mount detector or approved equal.

F. Equipment Drawing

Equipment drawings shall comply with Section 86-1.04 of the State Specifications and these specifications, with the following changes:

The cabinet print shall be laid out on two (2) "D" size sheets.

Sheet one (1) shall have the remaining panels, load bay, cables, fans and lights, SDLC Hub Panel, power supply, maintenance malfunction unit (MMU), controller, connector wiring Power Panel, Outlet Strip, and door Maintenance Panel with police panel.

The detector field inputs panels, detector racks, and detector programming panels shall be on sheet two (2).

The operation manual for each component shall be provided.

Three (3) prints of the cabinet-wiring diagram shall be supplied with each controller cabinet in addition to an electronic copy. One copy of the cabinet print shall be enclosed in the document drawer under the controller shelf.

Entire cabinet schematic wiring diagram shall also be submitted in the form of an AutoCAD Drawing (pdf files will not be accepted), either on a disk or by email to jmatoba@cityofsacramento.org John Matoba, City of Sacramento, 916-808-7891.

G. Cabinet Delivery and Acceptance

The cabinet shall be delivered to the City of Sacramento South Area Corporation Yard.

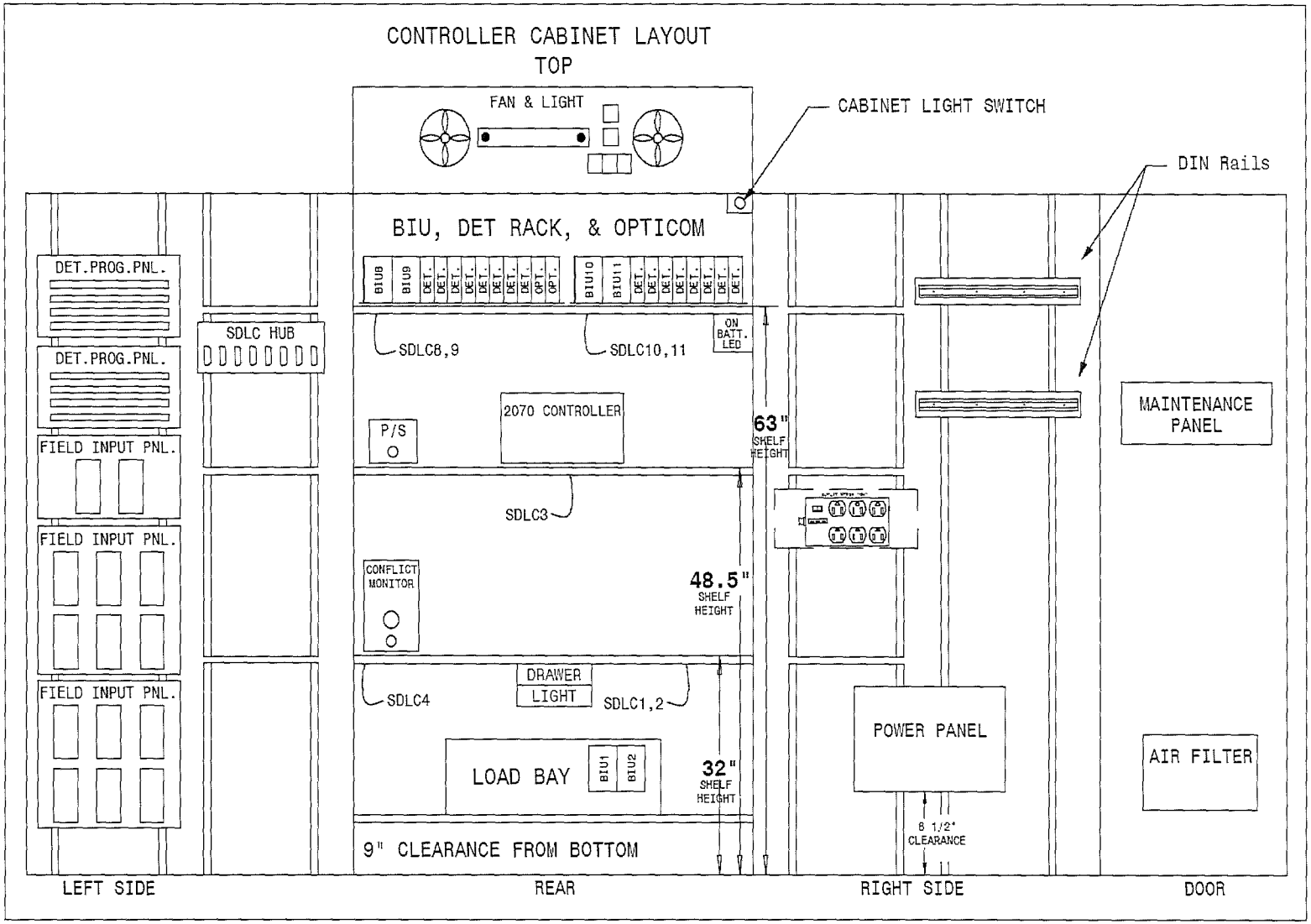
The cabinet will be tested for complete operation and inspected for conformance to these Special Provisions at the City Traffic Signal Shop. The Contractor shall have an authorized service engineer from the cabinet manufacturer available at the City's Corporate Center South within one (1) working day after notification to correct all minor malfunctions or make minor modifications to meet these specifications. If major adjustments, modifications or repairs to the cabinet are required to meet these specifications, the Contractor shall be required to repair or modify the cabinet(s) in question at no additional cost to the City. The contractor shall be responsible for all shipping charges for any cabinet(s) that are returned for major repairs or modifications. The Contractor shall also be required to repair or replace any equipment that fails to function properly during testing and inspection. The City shall have 30 calendar days from the date of receipt to test and inspect the cabinet.

H. Guarantee

The Contractor guarantees the cabinet, materials and devices of whatsoever nature incorporated in, or attached to the cabinet, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance by the City of Sacramento. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge or any nature whatsoever to the City.

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

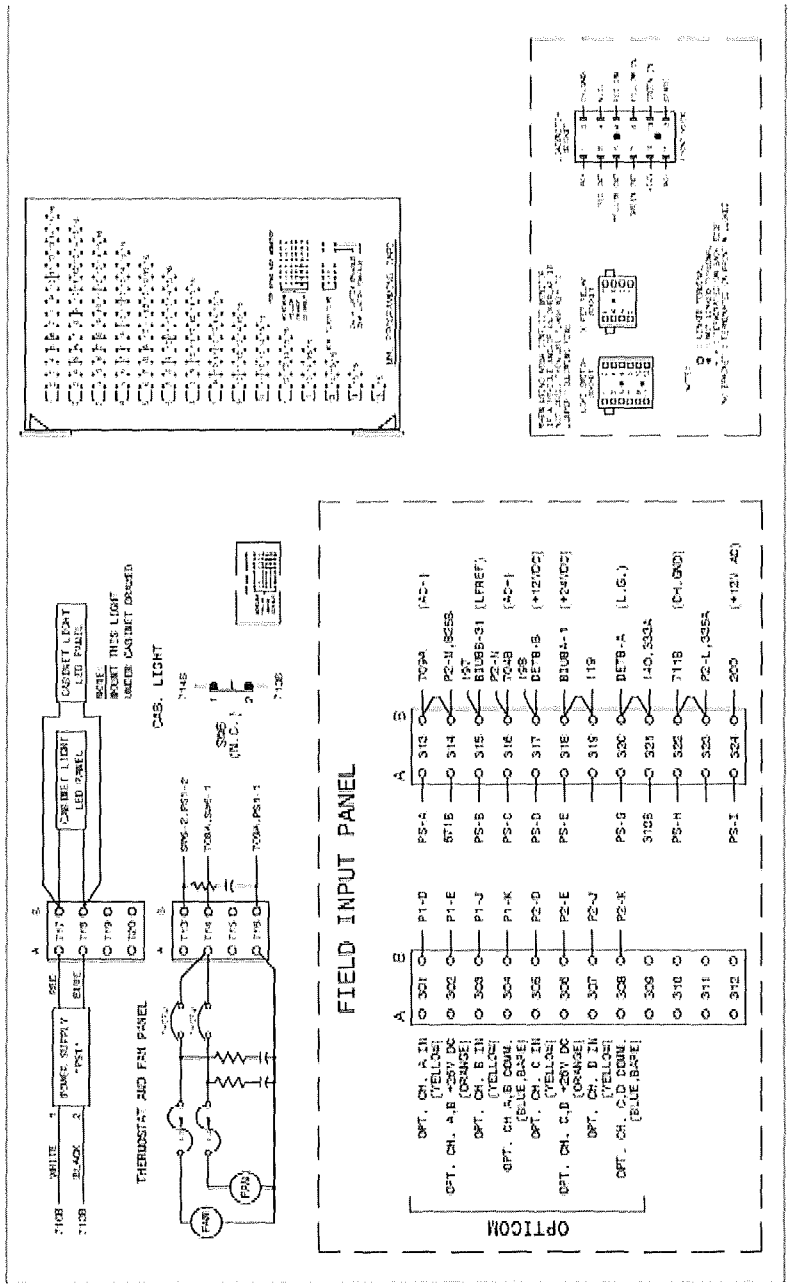
TS 2 – Type 1, Type 'R'



TS 2 – Type 1, Type 'R'
Cabinet Layout

BID NO. 14151941049

Field Input Panel, Thermostat and Fan Panel,
MMU Programming Card, Conflict Monitor

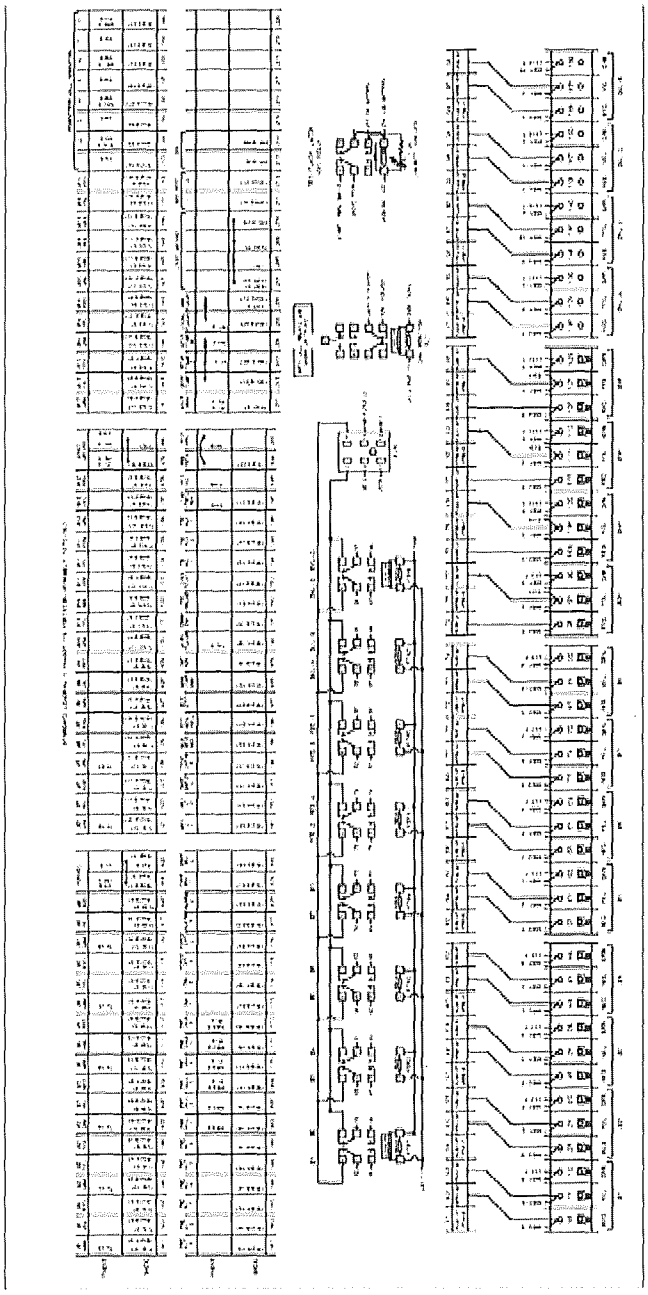


TS 2 – Type 1, Type 'R'
BIU (Terminal Facility)

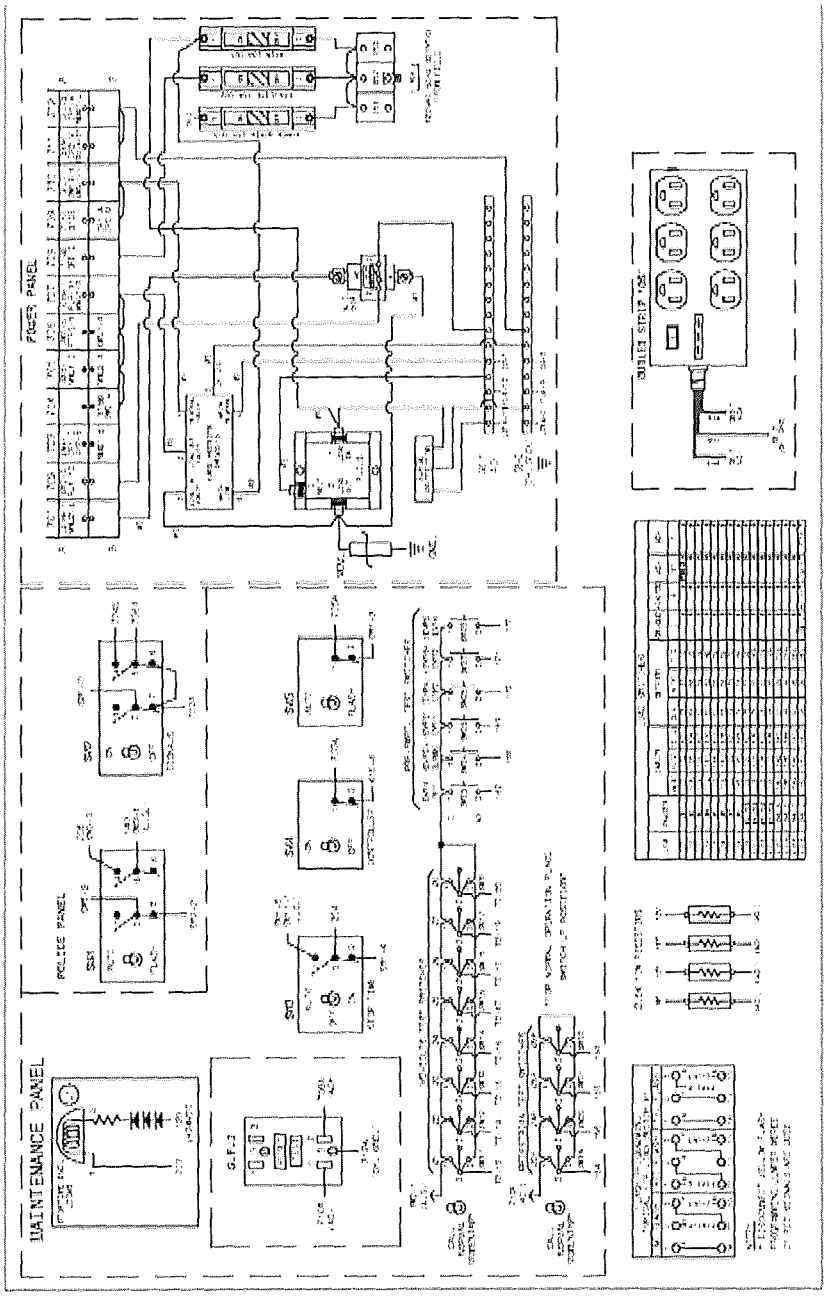
BID NO. 14151941049

BIU1 (TERMINAL FACILITY)			BIU2 (TERMINAL FACILITY)		
PIN	FUNCTION	TERMINAL	PIN	FUNCTION	TERMINAL
1A	+24VDC IN	119	1A	+24VDC IN	119
1B	+24VDC IN	119	1B	+24VDC IN	119
2A	Ø1 RED	103	2A	Ø9 RED	129
2B	Ø1 YELLOW	102	2B	Ø9 YELLOW	128
3A	Ø1 GREEN	101	3A	Ø9 GREEN	127
3B	Ø2 RED	106	3B	Ø10 RED	132
4A	Ø2 YELLOW	105	4A	Ø10 YELLOW	131
4B	Ø2 GREEN	104	4B	Ø10 GREEN	130
5A	Ø3 RED	109	5A	Ø11 RED	135
5B	Ø3 YELLOW	108	5B	Ø11 YELLOW	134
6A	Ø3 GREEN	107	6A	Ø11 GREEN	133
6B	Ø4 RED	112	6B	Ø12 RED	138
7A	Ø4 YELLOW	111	7A	Ø12 YELLOW	137
7B	Ø4 GREEN	110	7B	Ø12 GREEN	136
8A	Ø5 RED	115	8A	Ø13 RED	143
8B	Ø5 YELLOW	114	8B	Ø13 YELLOW	142
9A	Ø5 GREEN	113	9A	Ø13 GREEN	141
9B	Ø6 RED	118	9B	Ø14 RED	146
10A	Ø6 YELLOW	117	10A	Ø14 YELLOW	145
10B	Ø6 GREEN	116	10B	Ø14 GREEN	144
11A	Ø7 RED	123	11A	Ø15 RED	149
11B	Ø7 YELLOW	122	11B	Ø15 YELLOW	148
12A	Ø7 GREEN	121	12A	Ø15 GREEN	147
12B	Ø8 RED	126	12B	Ø16 RED	152
13A	Ø8 YELLOW	125	13A	Ø16 YELLOW	151
13B	Ø8 GREEN	124	13B	Ø16 GREEN	150
14A	TBC AUX 1	194	14A	TBC AUX 3	196
14B	TBC AUX 2	195	14B	COORD. STATUS	193
15A	PMT ACT 1	161	15A	PMT ACT 3	163
15B	PMT ACT 2	162	15B	PMT ACT 4	164
16A	PMT CALL 1	167	16A	PMT ACT 5	165
16B	PMT CALL 2	168	16B	PMT ACT 6	166
17A	TEST A	183	17A	PMT CALL 3	169
17B	TEST B	184	17B	PMT CALL 4	170
18A	AUTO FLASH	190	18A	PMT CALL 5	171
18B	DIMM ENABLE	191	18B	PMT CALL 6	172
19A	MANUAL ENABLE	188	19A	CNA RING 2	174
19B	INT. ADVANCE	189	19B	RED REST RING 1	211
20A	EXT. MIN. RECALL	186	20A	RED REST RING 2	212
20B	EXT. START	187	20B	SPARE 3	N/U
21A	TBC ONLINE	192	21A	SPARE 4	N/U
21B	STOP TIME RING 1	202	21B	INHIBIT MAX RING 1	179
22A	STOP TIME RING 2	203	22A	INHIBIT MAX RING 2	180
22B	MAX. 2 RING 1	181	22B	LOCAL FLASH	205
23A	MAX. 2 RING 2	182	23A	MMU FLASH	206
23B	FORCE OFF RING 1	175	23B	ALARM 1	177
24A	FORCE OFF RING 2	176	24A	ALARM 2	178
24B	CNA RING 1	173	24B	RESERVED	N/U
25A	REST IN WALK	185	25A	RESERVED	N/U
25B	PED. ISO. 1	153	25B	PED. ISO. 5	157
26A	PED. ISO. 2	154	26A	PED. ISO. 6	158
26B	PED. ISO. 3	155	26B	PED. ISO. 7	159
27A	PED. ISO. 4	156	27A	PED. ISO. 8	160
27B	PED. ISO. COMM.	199	27B	PED. ISO. COMM.	199
28A	ADDR. BIT 0	N/U	28A	ADDR. BIT 0	139
28B	ADDR. BIT 1	N/U	28B	ADDR. BIT 1	N/U
29A	ADDR. BIT 2	N/U	29A	ADDR. BIT 2	N/U
29B	ADDR. BIT 3	N/U	29B	ADDR. BIT 3	N/U
30A	RESERVED	N/U	30A	RESERVED	N/U
30B	RESERVED	N/U	30B	RESERVED	N/U
31A	CHASSIS GROUND	711A	31A	CHASSIS GROUND	711A
31B	LINE FREQ. REF.	197	31B	LINE FREQ. REF.	197
32A	LOGIC GROUND	139	32A	LOGIC GROUND	139
32B	LOGIC GROUND	139	32B	LOGIC GROUND	139

TS 2 – Type 1, Type 'R'
Standard Load bay – 8 Phases, 16 Position Assembly

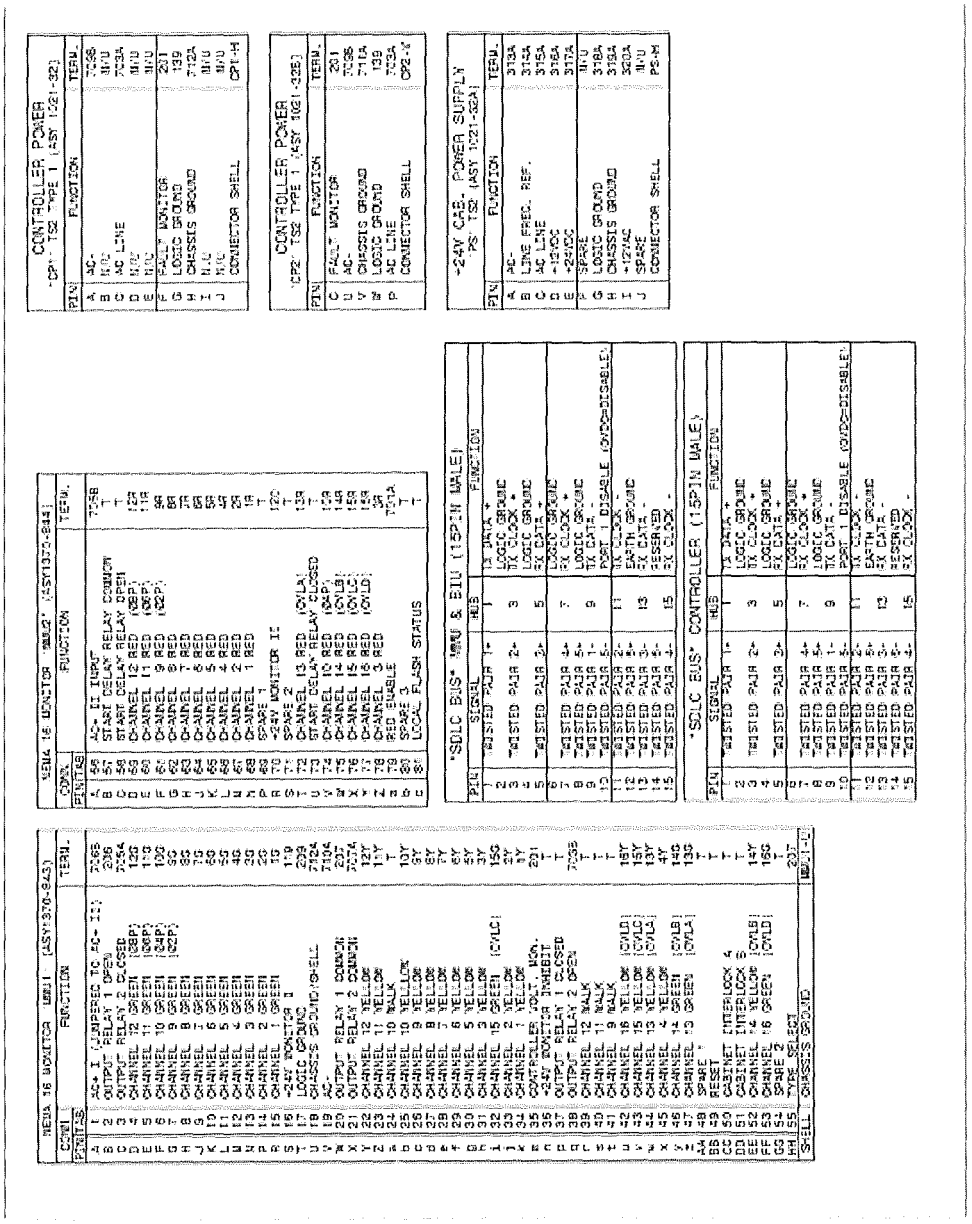


TS 2 – Type 1, Type 'R'
Maintenance Panel, Power Panel, Flash Programming
Load Switches, Outlet Strip, Resistors



BID NO. 14151941049

TS 2 – Type 1, Type 'R'
NEMA 16 MMU, SDLC Bus, Controller Power, Cabinet Power Supply



SECTION III
BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

1. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ___ Yes; or ✓ No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

_____

_____

Specify: fixed office location or distribution point(s): _____

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: _____

2. DELIVERY GUARANTEE

Contractor guarantees delivery within 90 days after receipt of order (ARO).

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [✓] (Net 30 days)

If Yes, the Payment Discount is Ø % for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [✓] or No [ ]

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: McCAIN- INC.

Address: 2365 OAK RIDGE WY., VISTA, CA. 92081

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, 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

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If 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, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

   c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

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

   e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1)

year from the date this Contract is executed by 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 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 this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

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

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, 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; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or 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.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to 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 Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

8/7/14
Date

JoAnn Mills
Print Name

VP of HR
Title

D. PRICING SCHEDULE

Traffic Signal Cabinet, TS2 TYPE 1, TYPE "R"

For furnishing to the Department of Public Works, Transportation Services Division, Signals and Lighting Section: Traffic Signal Cabinets, TS2 Type 1, Type "R", as needed in accordance with the specifications cited in Section II-C- Technical Specifications, herein. Prices quoted must be valid through June 30, 2015.The City of Sacramento reserves the right to buy more or less of the unit price stated below.

All items are to be supplied F.O.B. Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods. All items must be bid on order to be considered responsive.

Line Item	Description	Quantity	Unit Price	Extended Price
1	Traffic Signal Cabinet TS2 Type 1, Type "R"	45 each	$9,880.00	$444,600.00
			Tax (8.75%)	38,902.50
			Bid Total	$483,502.50

City of SACRAMENTO 15
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00905

Title: Contract: Soundwall and Pedestrian Bridge Maintenance

Location: Citywide

Recommendation: Pass a Motion awarding a one-year non-professional services agreement to provide landscape maintenance for pedestrian bridges and transportation corridor soundwalls to Roush Landscape Services for an amount not to exceed $43,360 and options to extend the agreement up to two additional years, with the total amount of the agreement, including the optional extensions, not to exceed $136,080.

Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Maintenance Services Division

Dept ID: 15001611

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
10/14/2015 12:58:37 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/7/2015 4:43:08 PM

Description/Analysis

Issue: The Maintenance Services Division of the Department of Public Works maintains the landscaping around pedestrian bridges and soundwalls on an ongoing basis. In September 2015, Invitation for Bid B16151681009 was issued to secure landscape maintenance services. City Council approval is necessary to award a non-professional services agreement to Roush Landscape Services.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services, and AP-4101 - Procurement of Non-Professional Services.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under CEQA guidelines, continuing administrative or maintenance activities do not constitute a project and are therefore exempt from review.

Sustainability Considerations: The streetscape maintenance services purchased under this contract will support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. Further, maintenance of streetscapes contributes to the quality of life by promoting "greening" within the City.

Rationale for Recommendation: Roush Landscape Services is the lowest responsive and responsible bidder in response to Invitation for Bid B16151681009.

Bidder	***Bid Total***	***LBE***
Roush Landscape	$136,080.00	Yes
Parker Landscape	$169,488.00	Yes
Valley Landscapes	$244,680.00	Yes
New Image Landscape	$255,276.00	Yes

Financial Considerations: Streetscape maintenance is funded out of the department's Streetscape Maintenance operating budget. Streetscape maintenance contracts are primarily funded by fees from the Citywide Landscaping & Lighting (L&L) District and 15 special districts. Maintenance of the landscape adjacent to pedestrian bridges and soundwalls is funded entirely L&L. There are no General Funds planned for these services.

There is sufficient funding available in the operating budget to support the projected maintenance requirements for Fiscal Year 2015/16. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

Local Business Enterprise (LBE): Roush Landscape Services is a Local Business Enterprise.

Background

In August 2015, Invitation for Bid B16151681009 was issued to procure streetscape maintenance services for pedestrian bridges and soundwalls. Four responsive bids were received.

Based upon the results of that competitive solicitation, which may be found in the Bid Analysis, below, staff recommends award of a one-year non-professional services agreement, with the option to extend for up two additional years, to the lowest responsive and responsible bidder, Roush Landscape Services. The amount of the initial one-year agreement will not exceed $45,360. The total amount of the agreement, with two optional one-year extensions, will not exceed $136,080.

The total amount of the agreement, $136,080, includes $18,000 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. The amounts reflected as "Repair Crew Rates" in the Bid Analysis represent estimated totals established solely for evaluation purposes.

BID ANALYSIS

BID B16151681009 -- SOUNDWALL AND PEDESTRIAN BRIDGE MAINTENANCE

Bid Item	ROUSH LANDSCAPE	PARKER LANDSCAPE	VALLEY LANDSCAPES	NEW IMAGE LANDSCAPE
First Year	$39,360.00	$51,246.00	$74,060.00	$62,832.00
Second Year	39,360.00	51,246.00	74,060.00	64,080.00
Third Year	39,360.00	51,246.00	74,060.00	65,364.00
Repair Crew Rates	18,000.00	15,750.00	22,500.00	63,000.00
Bid Total	**$136,080.00**	**$169,488.00**	**$244,680.00**	**$255,276.00**
LBE Preference	-6,804.00	-8,474.80	-12,234.00	-12,763.80
Prompt Pay Discount	$0.00	$0.00	$0.00	$0.00
Bid Evaluation Total	**$129,276.00**	**$161,013.60**	**$232,446.00**	**$242,512.20**

PROJECT #:

PROJECT NAME: Soundwall and Pedestrian Bridge Maintenance

DEPARTMENT: Public Works

DIVISION: Maintenance Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of_____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Roush Landscape Services
9899 Stirling Park Drive
Sacramento CA 95827

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

   Invitation to Bid
   Instructions to Bidders
   ✓ Local Business Enterprise (LBE) Requirements
   ✓ Drug-Free Workplace Policy and Affidavit
   ✓ Declaration of Compliance (Equal Benefits Ordinance)
   ✓ Declaration of Compliance (Living Wage Ordinance)
   ✓ Contractor's Bid Proposal Form
   ✓ Workers' Compensation Certificate
   ✓ Certificate(s) of Insurance
   ✓ Technical Specifications

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name: Jerry Way

Title: Director of Public Works
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Living Wage Requirements
Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

Raush Landscape
NAME OF FIRM

94-2638946
Federal I.D. No.

275-4770-2
State I.D. No.

148452
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

✓ Individual/Sole Proprietor
_____ Partnership
_____ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

Richard Raush Owner
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

Roush Landscape Services

Address:

9899 Stirling Park Drive Sacramento CA 95827

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to 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 Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date: 9/29/15

Print name: Richard Ross

Title: Owner

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor:

Roush Landscape Services

Address:

9899 Stirling Park Drive Sacramento CA 95827

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, 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

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If 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, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

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

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by 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 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 this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

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

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, 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; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or 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.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to 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 Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative _____ Date: 9/29/15

Print name: _____

Title: Owner

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Loretta DuPriest, Construction Inspector II 5730
24th Street, Bldg. 9
Sacramento CA 95822
916-808-6285 / ldupriest@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Richard Roush, Owner
9899 Stirling Park Drive
Sacramento CA 95827
916-835-2569 / roushlandscape@sbcglobal.net

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

Landscape maintenance and repair services for soundwalls and pedestrian bridges, in accordance with IFB B16151681009 and the City of Sacramento Landscape Miantenance Services General Specifications and Provisions, LS-14. The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance

From November 1, 2015 through October 31, 2016, with options to extend for up to two additional years. Extensions will be by mutual consent of both the City and Contractor.

4. Prevailing Wage Requirement. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]***:

_____ Construction work in an amount exceeding $25,000; or

✓ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages if required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

Attachment 1

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

SCOPE OF SERVICES

Soundwall and Pedestrian Bridge Maintenance

Contractor shall provide all labor, equipment, and materials necessary to maintain City-Wide Soundwalls and Pedestrian Bridges as specified below and in conjunction with the Service Schedule.

GENERAL CONDITIONS:

1. Contractor shall be responsible for the training and supervision of employees. Employees will be required to wear uniforms that identify the company name.

2. Contractor shall conform to all rules and regulations of the California Occupational Safety and Health Act (CalOSHA.) Work shall be performed to all applicable safety rules and regulations. The Contractor is also advised that the City of Sacramento is a "Drug Free Zone."

3. Contractor will use proper, safe, and well-maintained equipment in all service areas. All original manufacturer safeguards will be in place and functional.

4. Contractor will be responsible for removal and disposal of all debris and/or other undesirable material resulting from the job, as work progresses, off City property.

5. Contractor must provide the City Inspector with a schedule of maintenance services for the specified locations 24 hours prior to the start of service to locations. Contractor shall notify the Inspector of any changes to the schedule, as soon as practical.

6. Contractor will document completion of scheduled maintenance for each site via e-mail to the City Inspector within 24 hours after completion. After completion of maintenance, the City Inspector will visit each site. Each location will be addressed within 7 working days and feedback provided to Contractor based on effectiveness of chemical treatment or service provided.

7. The Soundwall and Pedestrian Bridges list may increase/decrease during the contract period depending on circumstances. If additional locations are added to the contract, the Contractor shall provide service to locations and the cost of service shall fall within the same parameters as other locations of like kind.

8. Contractor must contact the City Inspector any time they are at the contracted site(s) and see any issues that may affect the safety or the appearance of the location. The contractor will report these issues within twenty-four (24) hours, unless it occurs during the weekends or holidays. In those cases, reporting the incident on the next City workday will be appropriate.

9. Contractor may be asked by the City Inspector to perform additional service, as necessary, during the active growing season. Costs associated with this additional work will be at the contracted bid price.

10. The parties acknowledge and agree that the actual damages to the City for breach of contractor's obligations, including damages to those relying upon City services, would be uncertain and difficult to establish. Therefore. contractor shall pay, as liquidated damages for failure to complete the entire work (including 'punch list" items) on or before the completion date, and not as a penalty, the following "liquidated damages amount" for each calendar day, continuing to and including the day on which the work is fully completed as required by this

contract (including due notification to the City of the completion). Liquidated damages are $100 per day, per address.

DEBRIS, LITTER, TRASH, AND WASTE REMOVAL:

On each service, all litter and trash including rubbish, papers, bottles, broken glass, cans, and other small debris should be collected and disposed of legally off City property. This will also include sucker growth at base of trees, and any small fallen branches less than one inch (1") in diameter. When contractor finds large debris on site, contractor shall immediately notify the City Streetscape Maintenance Inspector with a description and cost for removal. The City Streetscape Maintenance Inspector will visit the site and issue a written approval. Examples of large debris would include items like couches, mattresses, dressers & tires. Any large debris found that needs to be removed from the site, that is not specifically listed, will be charged based on a like-item basis. There may be on occasion instances where inspector shall contact Solid Waste for timely removal.

WEED CONTROL/PRUNING/LEAF COLLECTION:

Soundwalls and Pedestrian Bridges will be maintained to present a weed-free appearance and conform to the LS14.

1. Weeds will be trimmed at a height of not more than 1 inch. Remove sucker growth, volunteer trees with bases less than 1 inch (1") in diameter. All chemical weed control applications must be authorized by the City Inspector and must be applied under the supervision of a licensed or qualified pest control applicator, per manufacturer's recommended label application procedures. Both a Pre and Post emergent is required and contractor must apply under appropriate weather. Timing will be the contractor's responsibility. If weeds are to vegetate back within 30 days after a service, the contractor will be held to re-treat the invasive weed for a neat appearance to the City property.

2. Prune/Trim along both sides and frontage of any fence line(s) bordering a sidewalk (street-side fencing/walls). All Ivy type or wall vine alike shall be maintained to a height of no more than Two (2) feet above the wall or fence, and tapered in to a depth no greater than Ten (10) to Eighteen (18) inches. (*First year of contract scope of work includes pruning of walls that are not to this scope and will be visited case by case and may be evaluated as extra work) As wall is pruned, it is to be done so as to not allow any debris to fall into neighboring backyards and all debris is to be removed off-site. If Contractor suspects the wall volume is too dense, contact Streescapes inspection staff immediately for on-site meeting to discuss options. All other plantings shall be pruned back of walk, inside curb lines and well out of the pedestrian path of travel. Low hanging limbs must be raised not to obstruct pedestrians, bicyclist or vehicular travel over roadways. Small trees can be managed by the Contractor, larger limbs must be reported to the Streetscapes inspector to turn onto the Urban Forestry section to mitigate.

3. All leaf accumulation is to be collected and removed off site after each complete service. NO Piles are to be left behind under no circumstances.

SCHEDULE OF SERVICES:

Attachment 2 to Exhibit A – Service Schedule, identifies the specific location and frequency of maintenance services required under this agreement.

1. The Soundwalls and Pedestrian Bridges list may increase/decrease during the contract period, depending on circumstances. If additional locations are added to the contract, the Contractor

shall provide service to locations and the cost of service shall fall within the same parameters as other properties of like kind.

2. Contractor may be asked by the City Inspector to perform additional service, as necessary, during the active growing season. Costs associated with this additional work will be at the contracted bid price.

DISMISSAL OF UNSATISFACTORY EMPLOYEES:

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

DRUG-FREE WORKPLACE POLICY:

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

SUBCONTRACTS AND ASSIGNMENTS:

No portion of the work or services, except for the purchase of necessary equipment and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the Contractor, nor may assignment of any money due or to become due the Contractor under this contract be made without the prior written consent of the City.

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MASTER MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: SOUNDWALLS SS#: _____ AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE MAPS FOR VARIOUS LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
									ALL SOUNDWALL LOCATIONS INCLUDE FROM THE
SOUNDWALLS SERVICED							**6**		**GUTTER EXPANSION JOINT TO THE WALL OR FENCELINE.**
									SITES SHALL HAVE ALL TREES, SHRUBS AND GROUND COVER
									PRUNED FOR PEDESTRIAN/VEHICULAR VISIBILITY AND
SOUNDWALLS WILL BE SERVICED IN :									**CLEARANCE. PRUNE TREES EIGHT (8) FEET ABOVE SIDEWALKS**
									& FOURTEEN (14) FEET ABOVE ROADWAYS. MAINTAIN SHRUBS
NOVEMEBER									**BACK FROM SIDEWALK AND DO NOT ALLOW ANY OVERHANG**
JANUARY									**OF GROWTH.**
MARCH									
MAY									**ABATE WEEDS TO CLEAN CUT MINUMUM OF (1)**
AUGUST									**INCH. ALL LITTER AND DEBRIS INCLUDING THE CUT WEEDS**
LATE SEPT / OCT									**SHALL BE REMOVED IMMEDIATELY AFTER EACH SERVICE.**
									PCA RECOMMENDATIONS REQUIRED TO STSS OFFICE.
									CHEMICALLY TREAT WITH A POST AND PRE-EMERGENT AS
WEED CONTROL									**REQUIRED TO MAINTAIN A CLEAN AND WEED FREE AREA.**
									NOTIFY THE CITY OF THE START DATE FOR EACH CLEAN
POST -EMERGENT							**6**		**UP. ONCE STARTED, CONTRACTOR SHALL COMPLETE**
PRE-EMERGENT							**2**		**ALL AREAS WITHIN THREE (3) WEEKS.**
									CONTRACTOR MAY BE CALLED UPON TO DO ADDITIONAL
									LITTER, LEAF AND WEED CLEAN UP ON A SITE BY SITE
									BASIS. THESE CALLS MAY BE COMPLAINT BASED AND
									ONCE NOTIFIED, CONTRACTOR SHALL HAVE FIVE (5)
DEBRIS									**CALENDAR DAYS TO PERFORM CLEAN UP, UNLESS**
LEAF PICK-UP							**6**		**SAFETY OR VISIBILTY RENDERS IMMEDIATE ATTENTION.**
LITTER AND OTHER DEBRIS PICK-UP							**6**		**ADDITIONAL WORK IS TIME AND MATERIAL RATE BASED**
									CONTRACTOR WILL BE REQUIRED TO RETREAT THE AREAS IF
									INADEQUATE CHEMICAL TREATMENT ALLOWS WEED GROWTH.
									24 HOUR NOTICE IS REQUIRED WHEN STARTING SERVICE AND
									PROVIDE A DAILY LIST OF COMPLETED SITES.
									AREA INSPECTOR FOR POSSIBLITY OF CITY SERVICE
									TO REMOVE.
OTHER									
BRING LARGE ITEM OF DEBRIS TO THE EDGE OF CURB AND NOTIFY INSPECTOR TO CALL CITY SERVICES TO REMOVE ITEMS.									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

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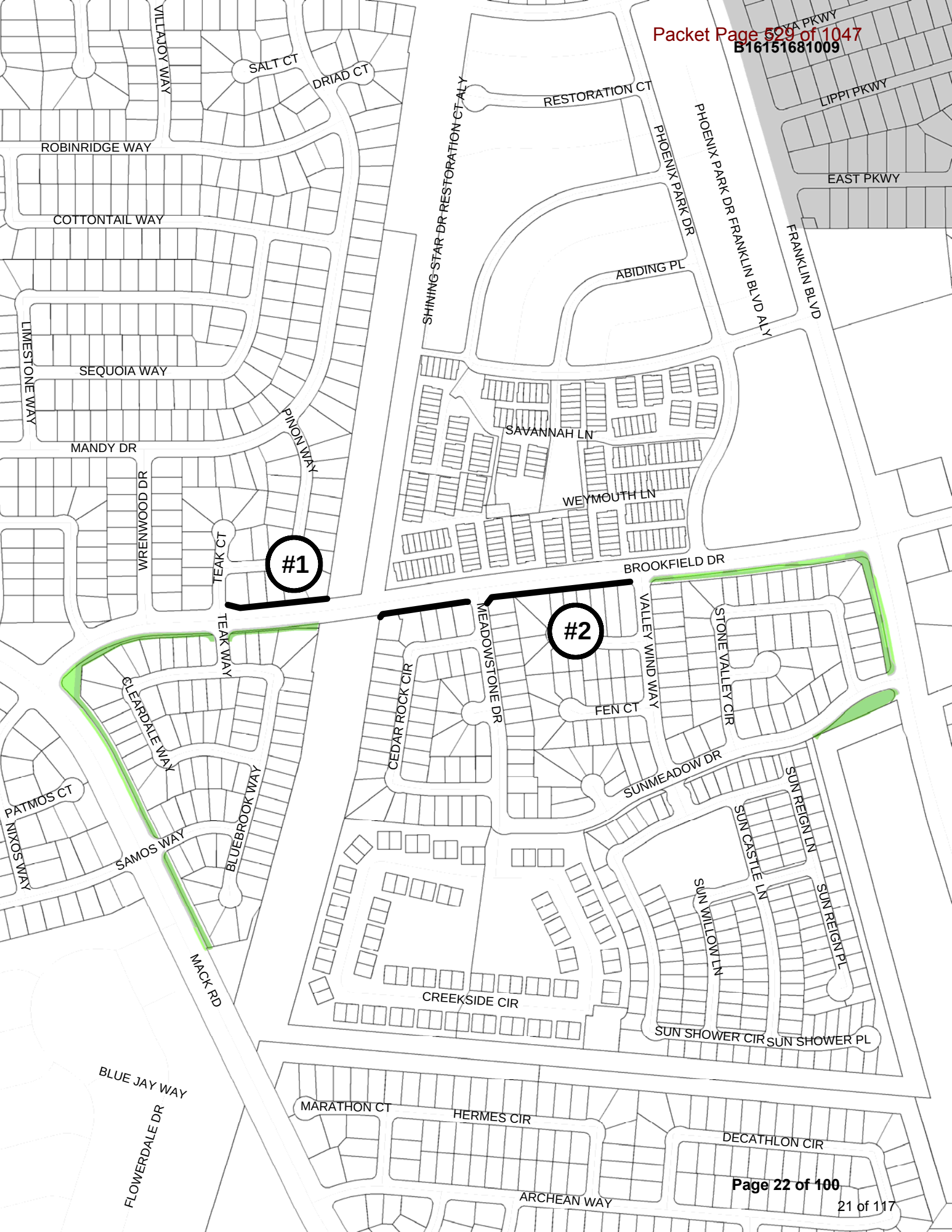

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HITCHCOCK WAY
KENNELFORD CIR
BRENTFORD CIR
HOLLYHURST WAY
LISBON WAY
VALLEY VALE WAY
UNNAMED RD
LIONEL CT
GANDY DANCER WAY
IRON HORSE WAY
UNION HOUSE WAY
ARROYO VISTA DR
SUNNY CREEK WAY
UNNAMED RD
#6
COSUMNES RIVER BLVD
LA ALMENDRA WAY
SUNBIRD WAY
LOCHINVAR WAY
EHRHARDT AVE
SUMMERTIDE WAY
DEL VISTA CIR
CENTER PKWY

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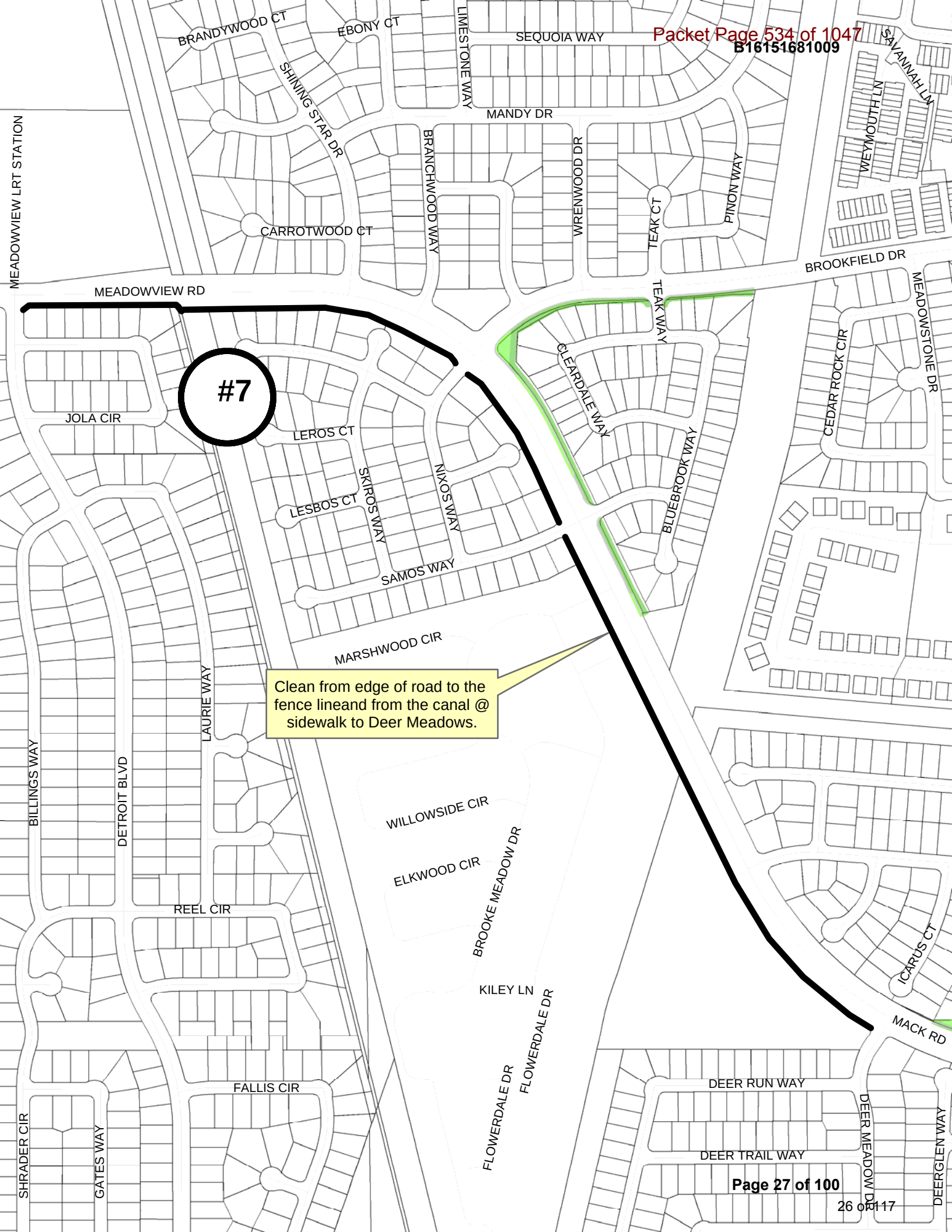

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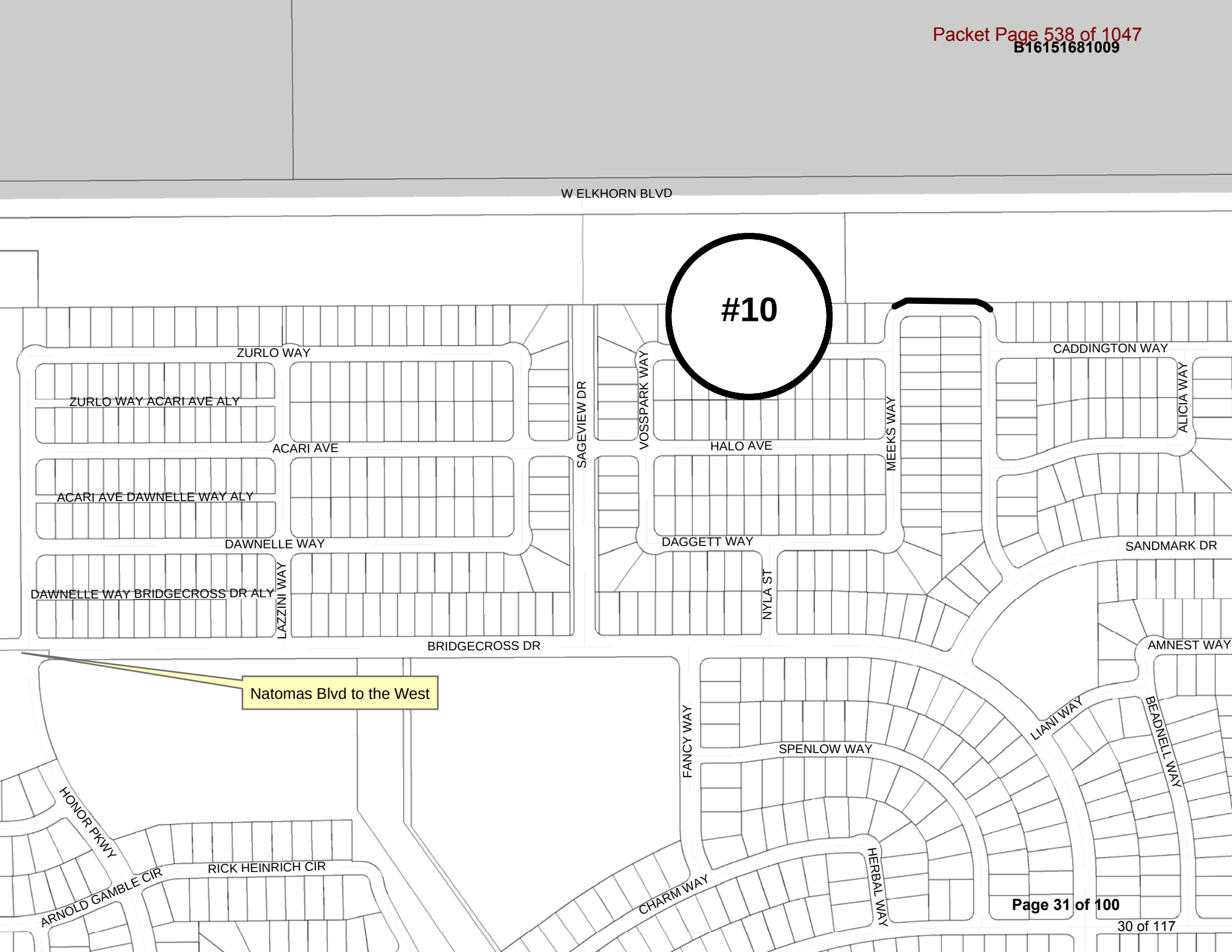

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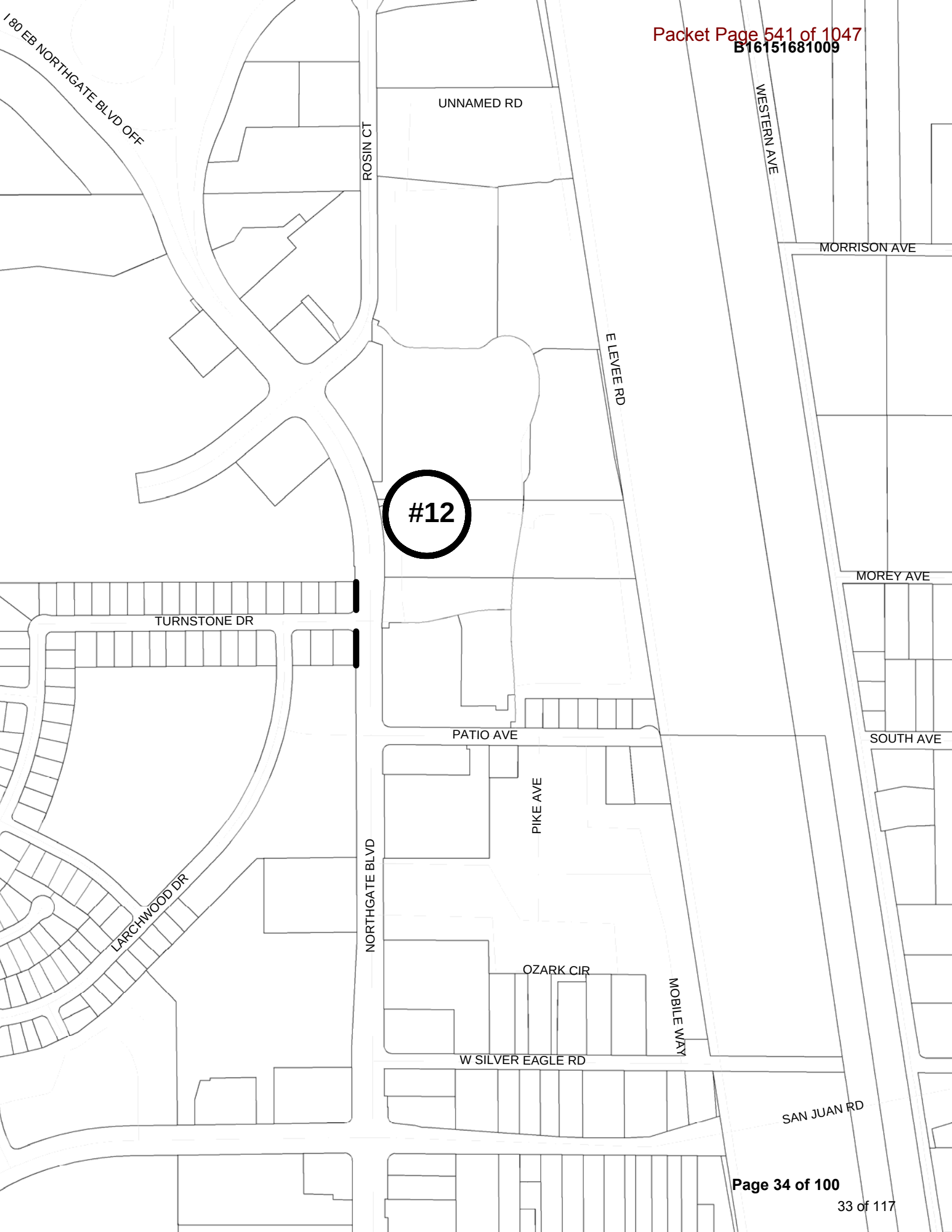

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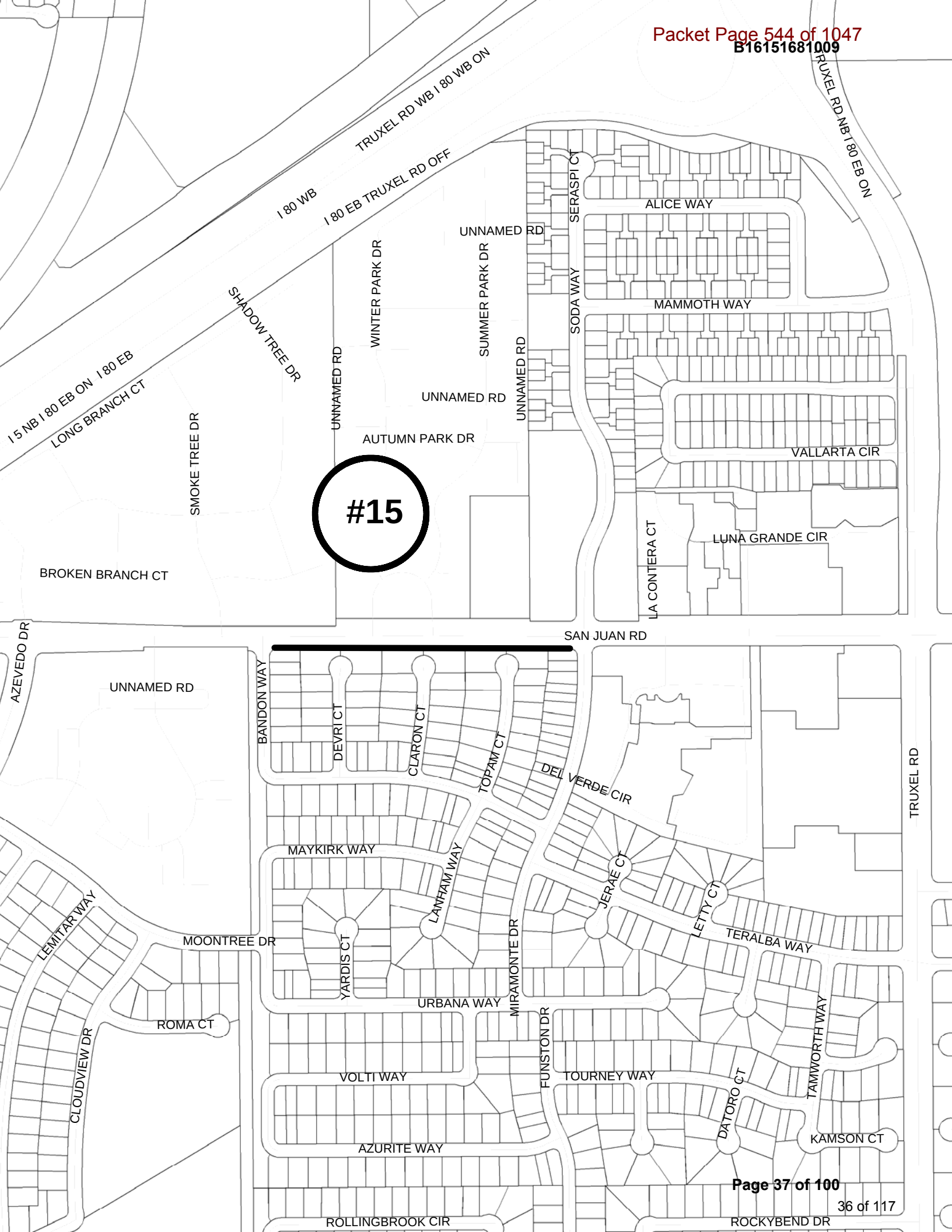

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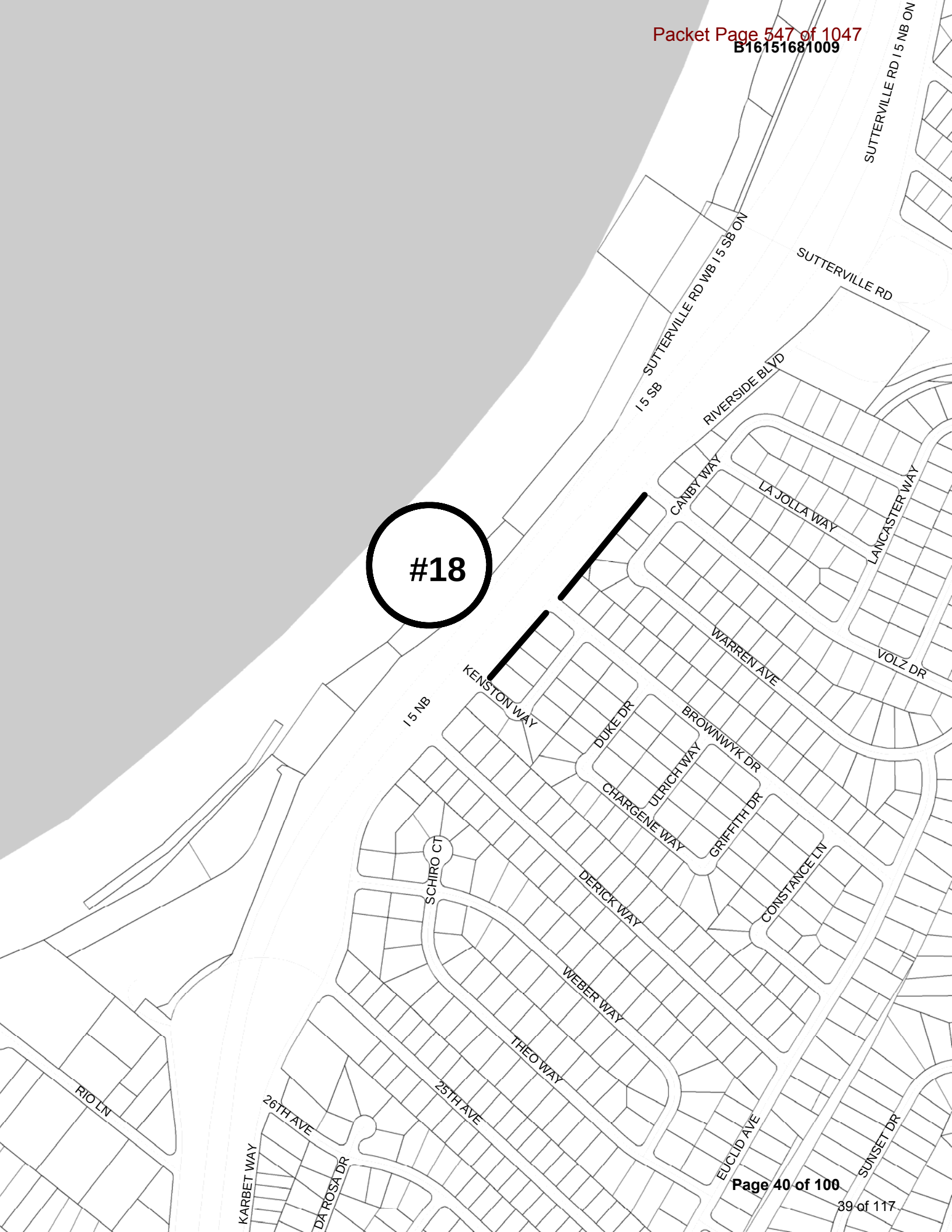
#18
SUTTERVILLE RD I 5 NB ON
SUTTERVILLE RD WB I 5 SB ON
SUTTERVILLE RD
I 5 SB
RIVERSIDE BLVD
CANBY WAY
LA JOLLA WAY
LANCASTER WAY
WARREN AVE
VOLZ DR
KENSTON WAY
I 5 NB
DUKE DR
BROWNWYK DR
ULRICH WAY
CHARGENE WAY
GRIFFITH DR
SCHIRO CT
DERICK WAY
CONSTANCE LN
WEBER WAY
THEO WAY
25TH AVE
26TH AVE
RIO LN
KARBET WAY
DA ROSA DR
EUCLID AVE
SUNSET DR

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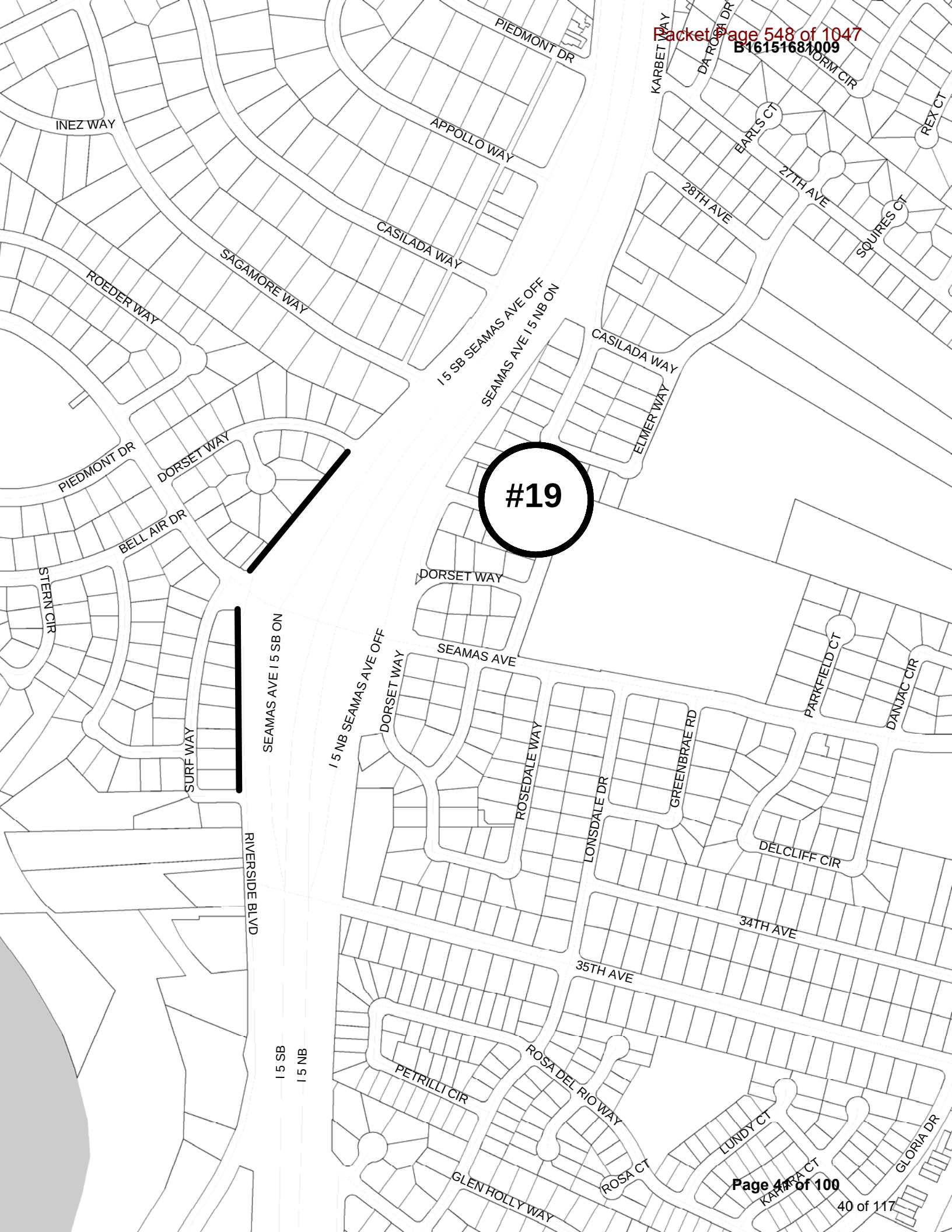

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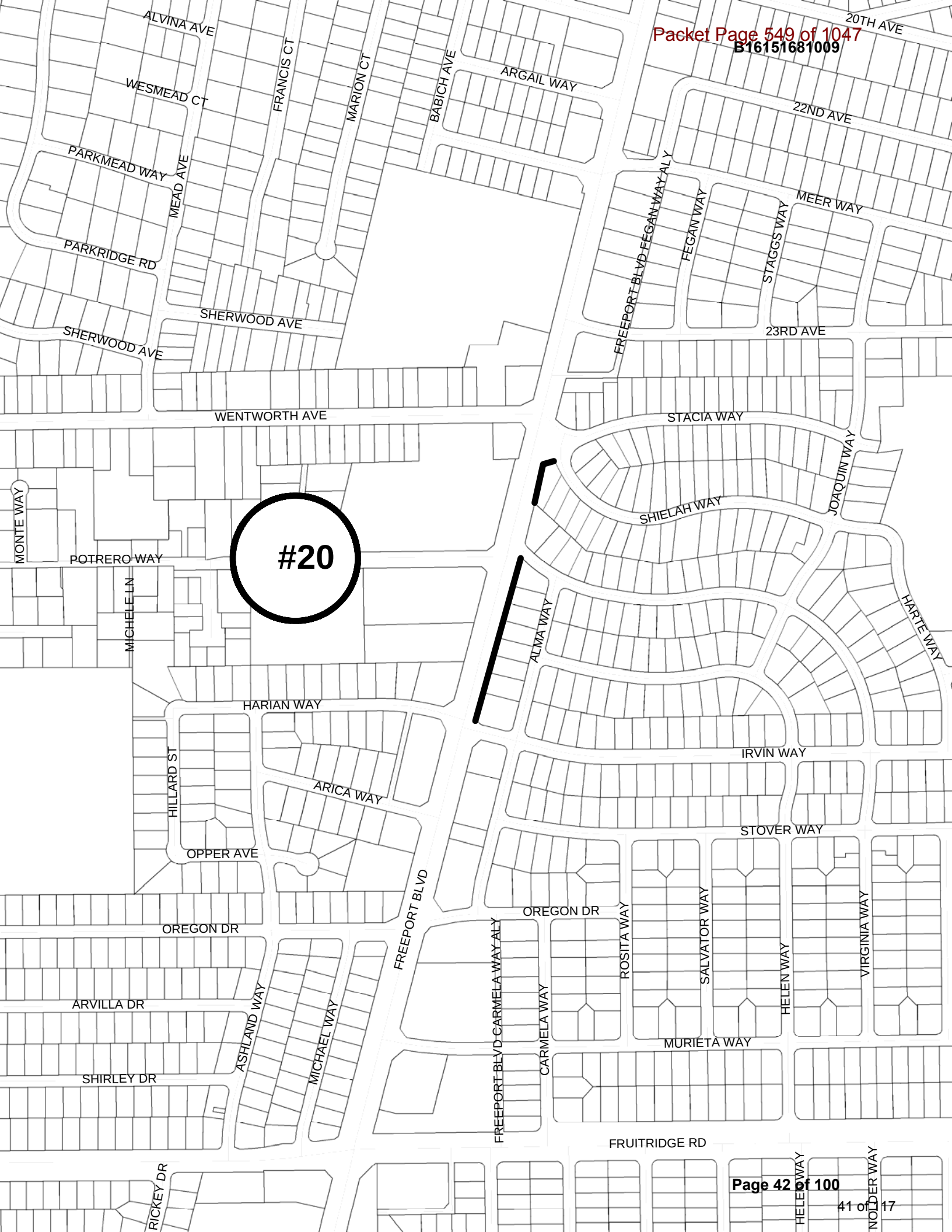

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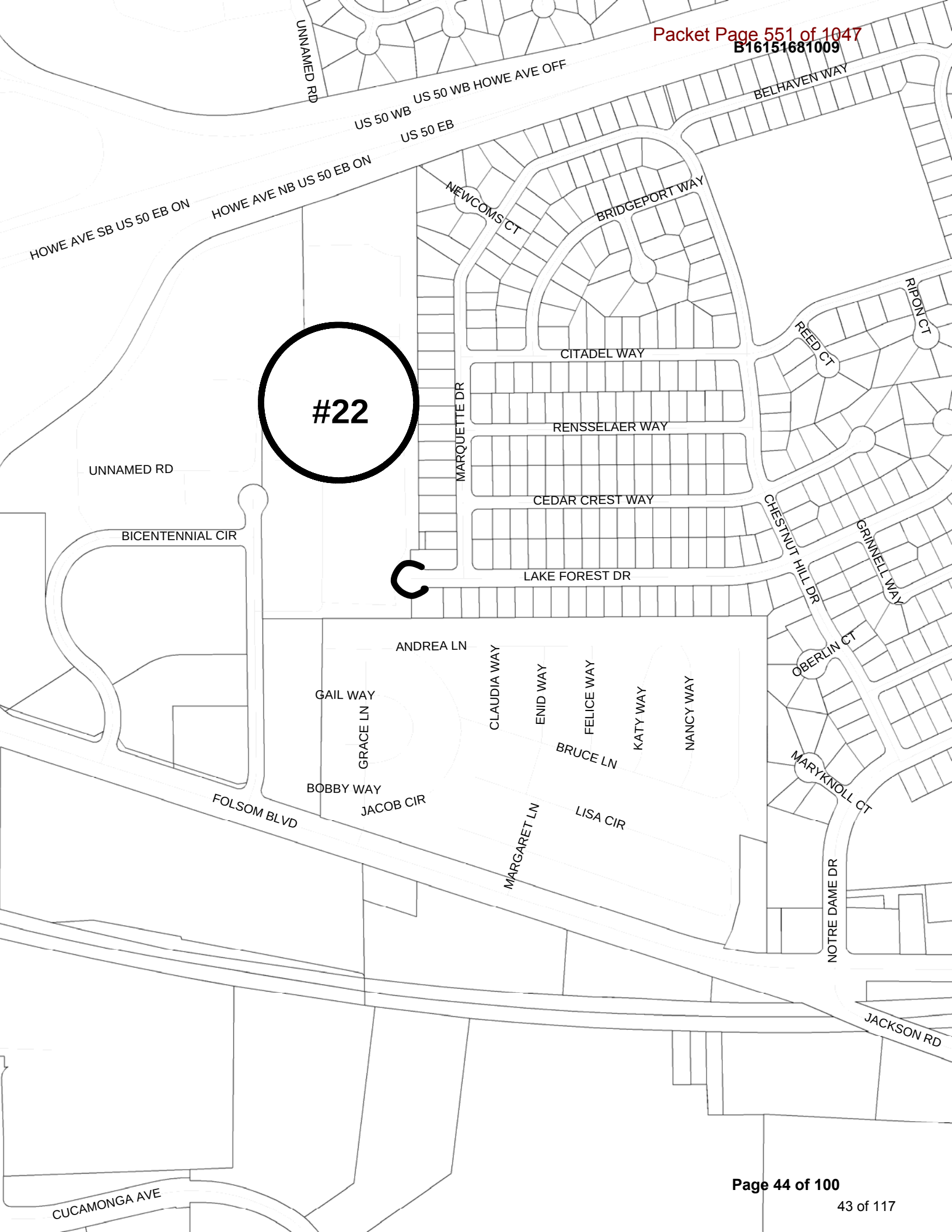

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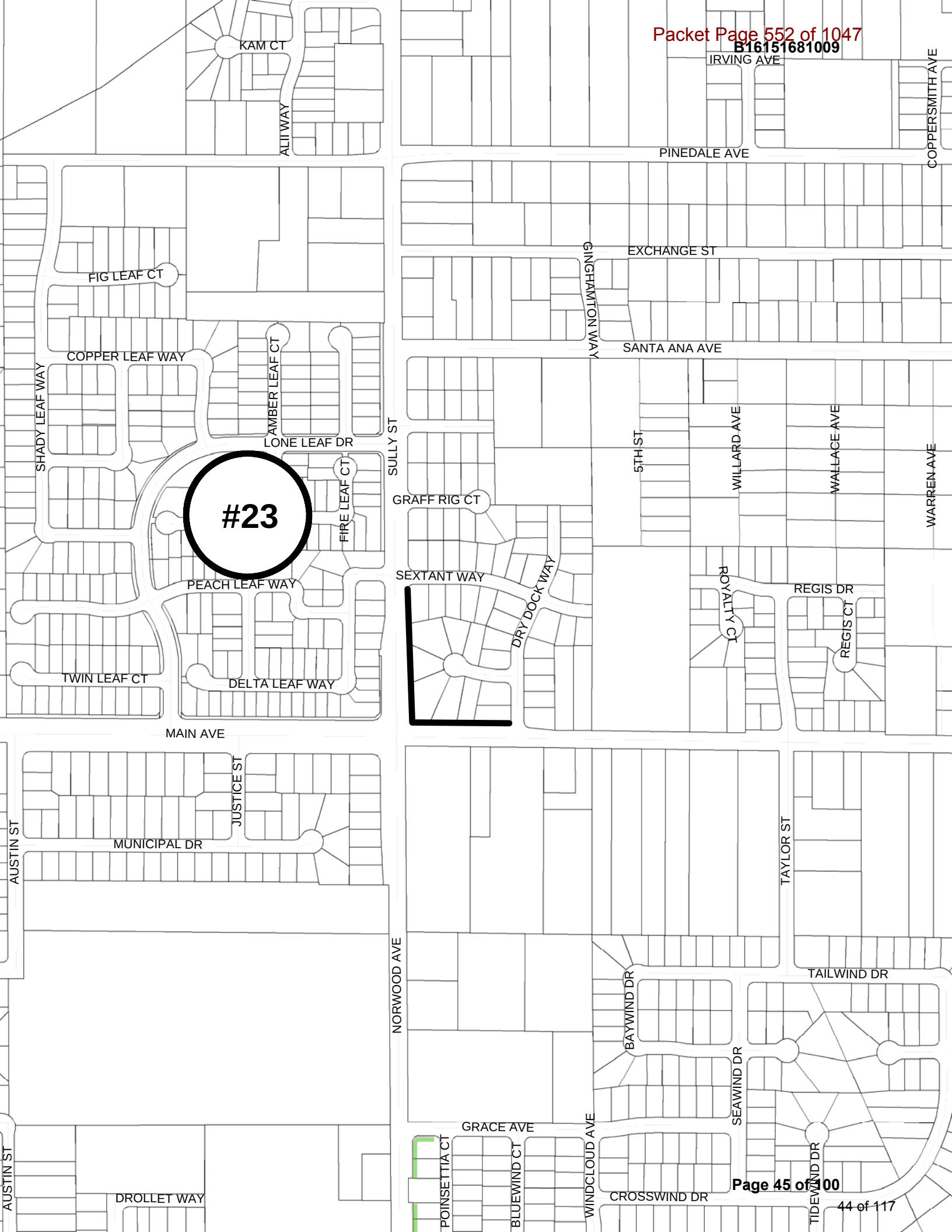

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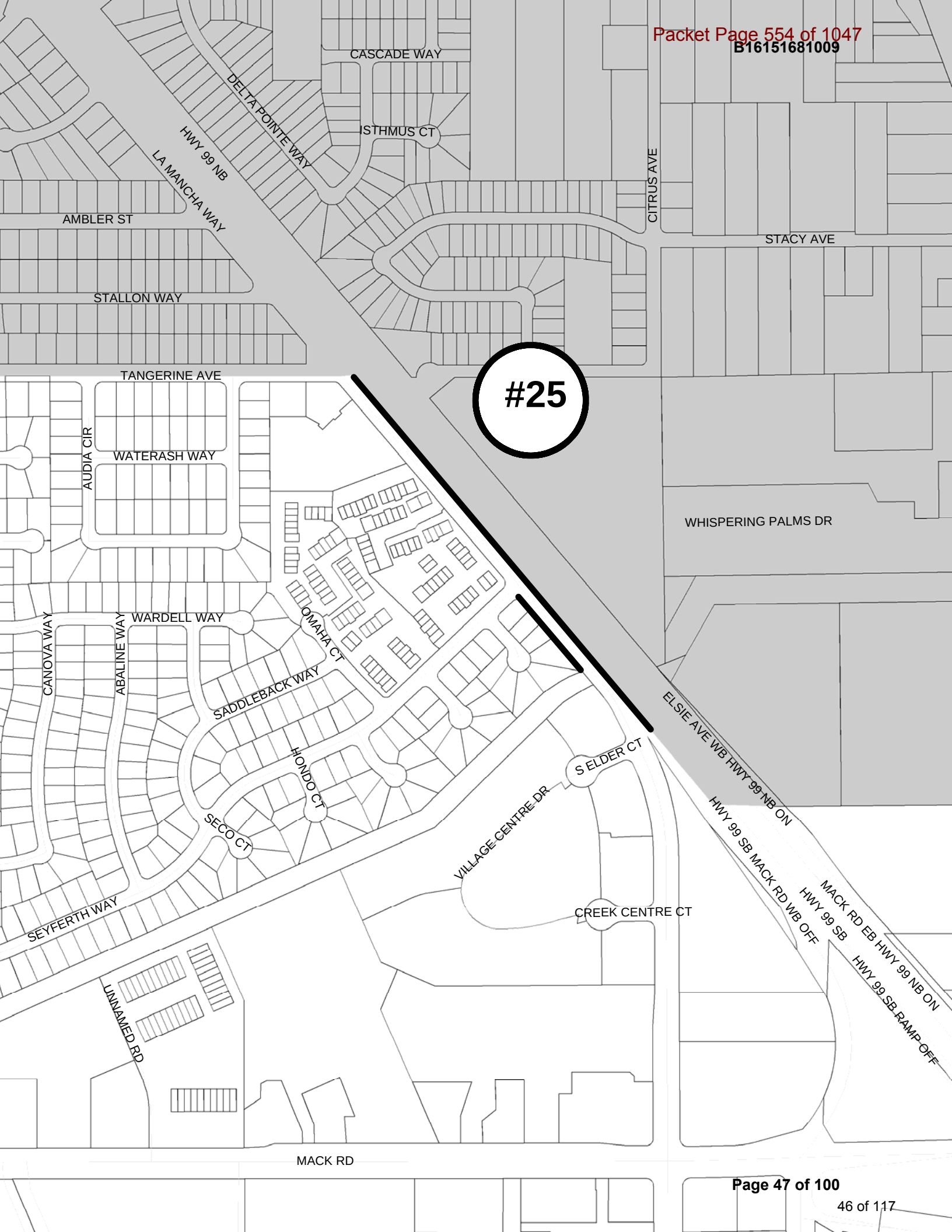

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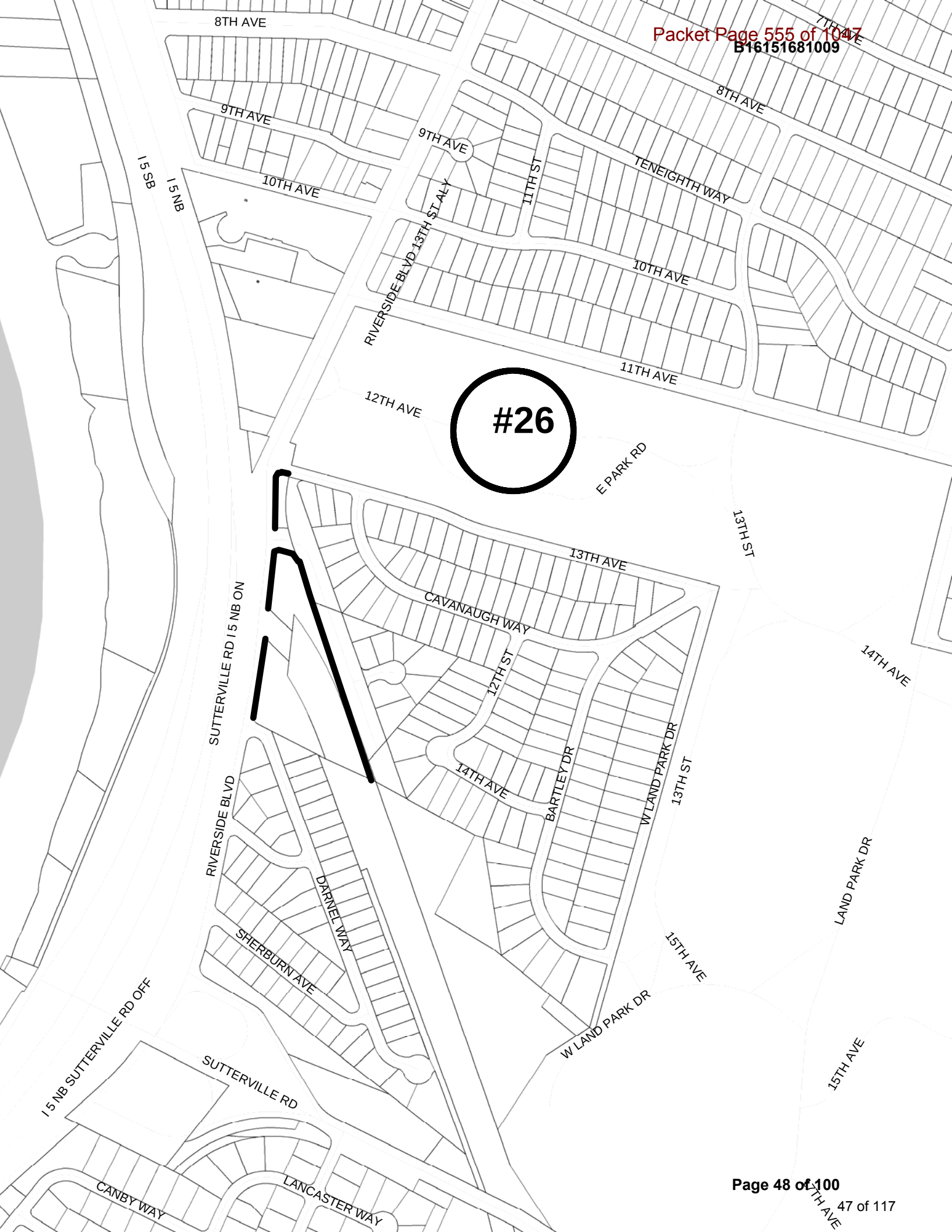

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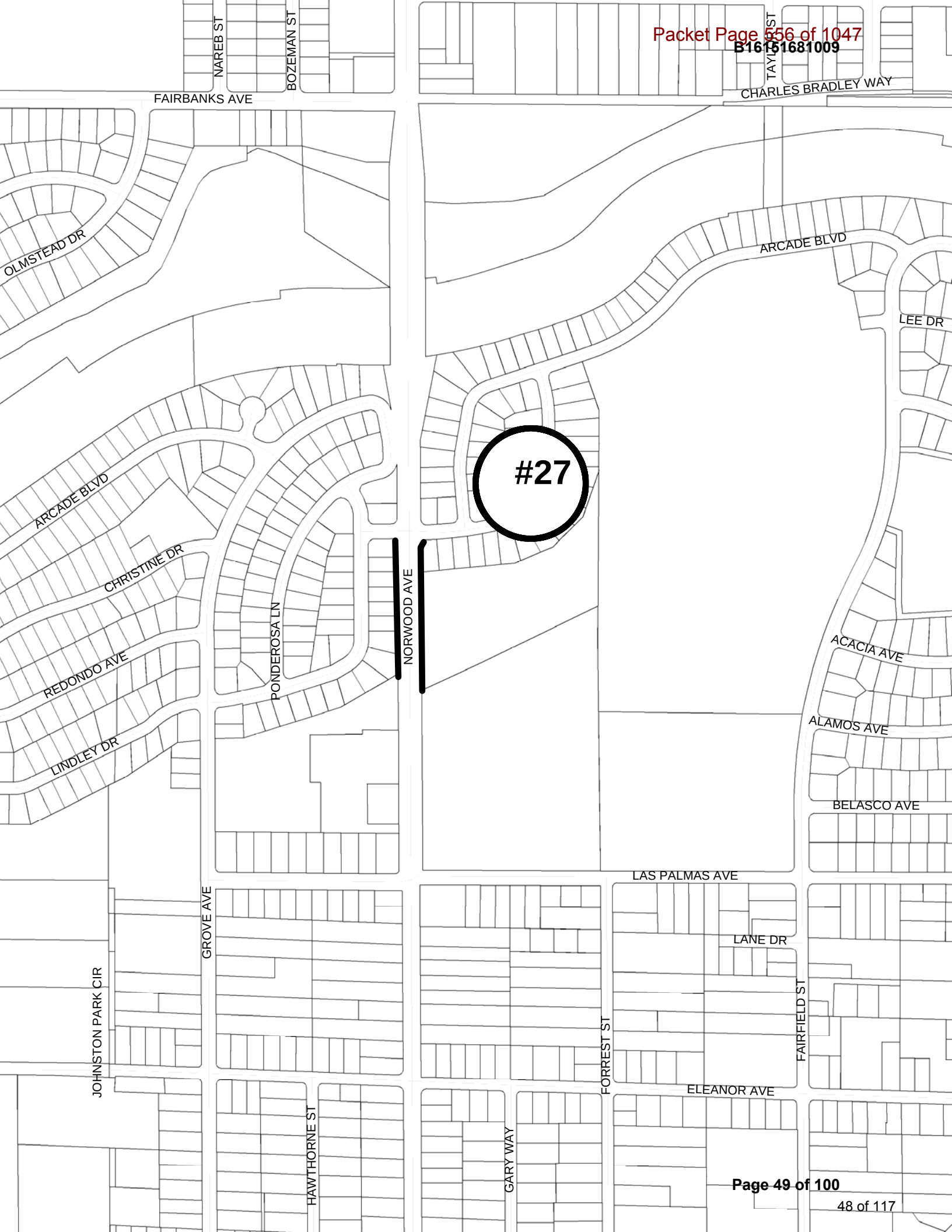

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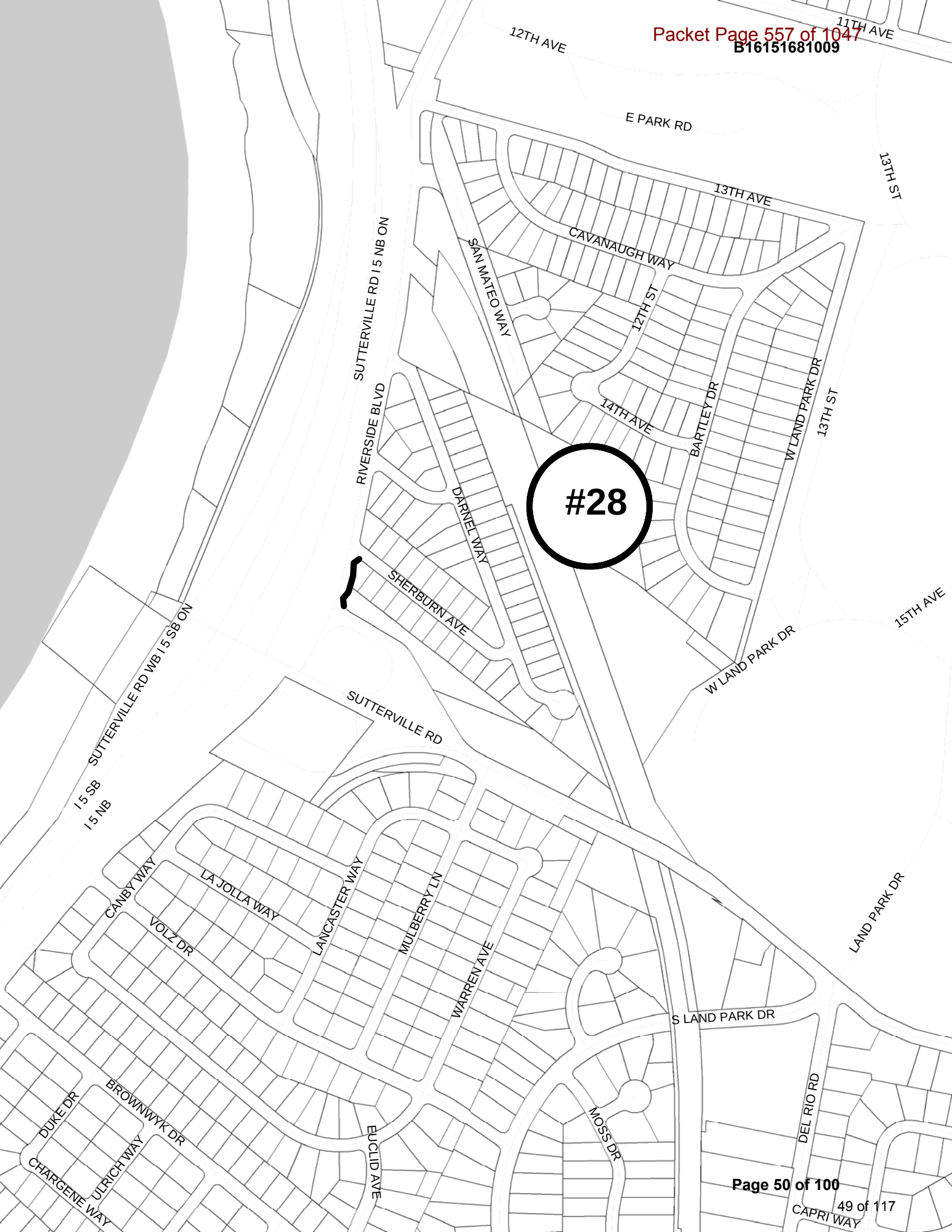

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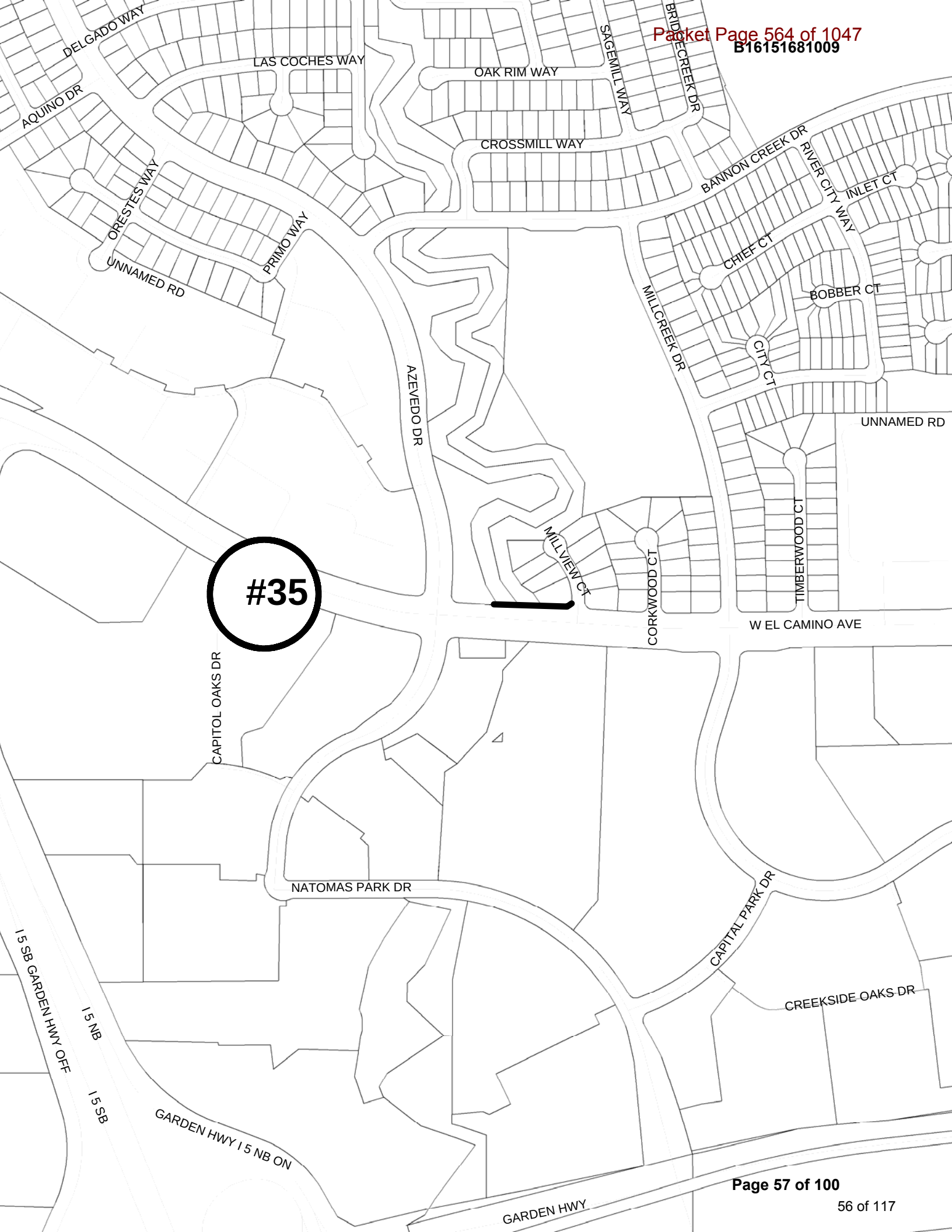

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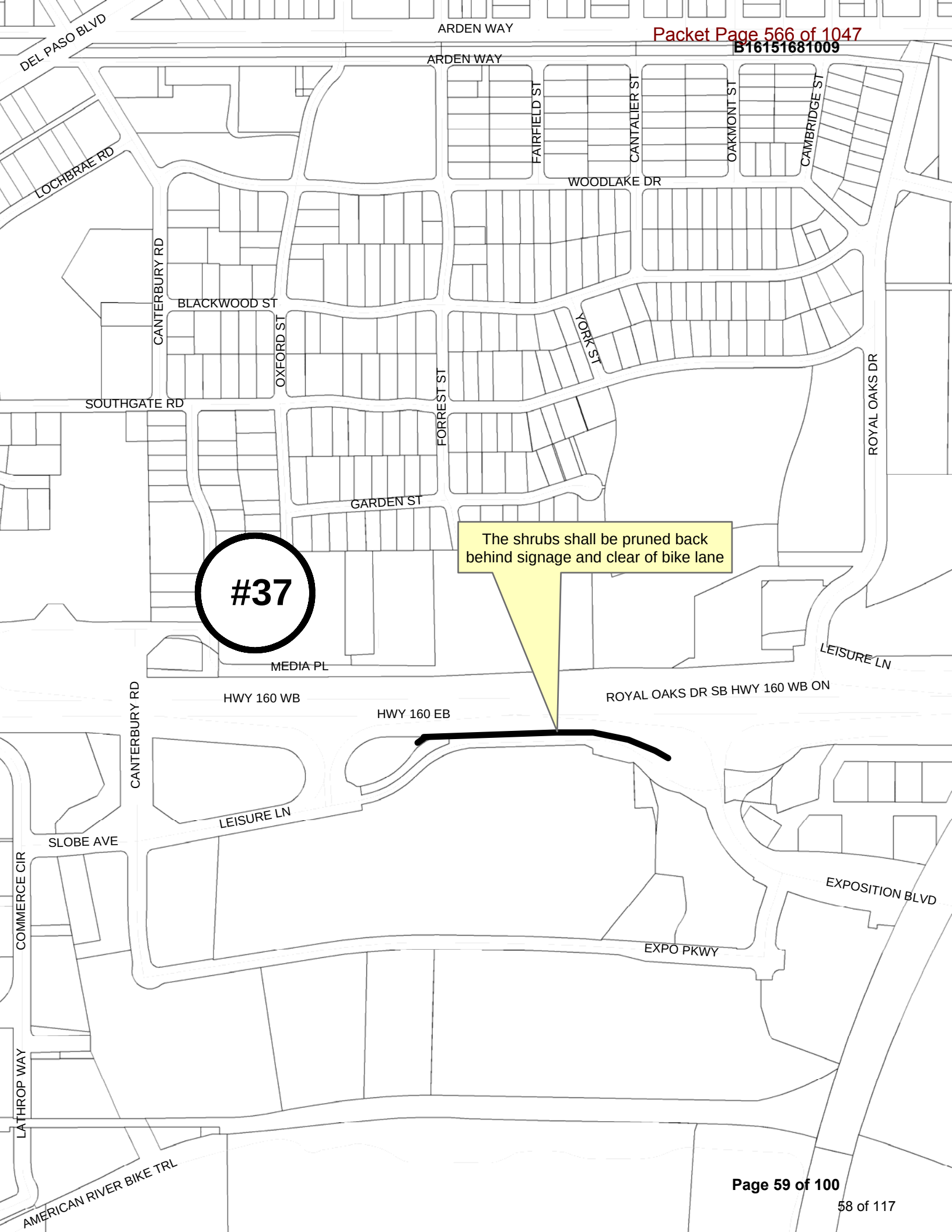

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#39
11TH AVE
COLEMAN WAY
CUTTER WAY
SUTTERVILLE RD
HWY 99 SB 12TH AVE EB OFF
HWY 99 NB 12TH AVE EB OFF
HWY 99 NB
12TH AVE
12TH AVE 14TH AVE ALY
13TH AVE
14TH AVE
15TH AVE
30TH ST
32ND ST
33RD ST
34TH ST
35TH ST
36TH ST
32ND ST 33RD ST ALY
SUMAC LN
TEMPLE AVE
28TH ST
WILMINGTON AVE
16TH AVE
17TH AVE
18TH AVE
NORTON WAY
30TH ST HWY 99 SB ON
HWY 99 NB 12TH AVE OFF
33RD ST 34TH ST ALY
34 ST 35 ST ALY
18TH AVE 19TH AVE ALY
UNNAMED RD
16TH AVE 19TH AVE ALY
19TH AVE
FRANKLIN BLVD
32ND ST
19TH AVE 20TH AVE ALY
20TH AVE
20TH AVE 21ST AVE ALY
21ST AVE
21ST AVE 22ND AVE ALY
22ND AVE
HWY 99 SB
28TH ST
23RD AVE
22ND AVE 23RD AVE ALY
ATLAS AVE

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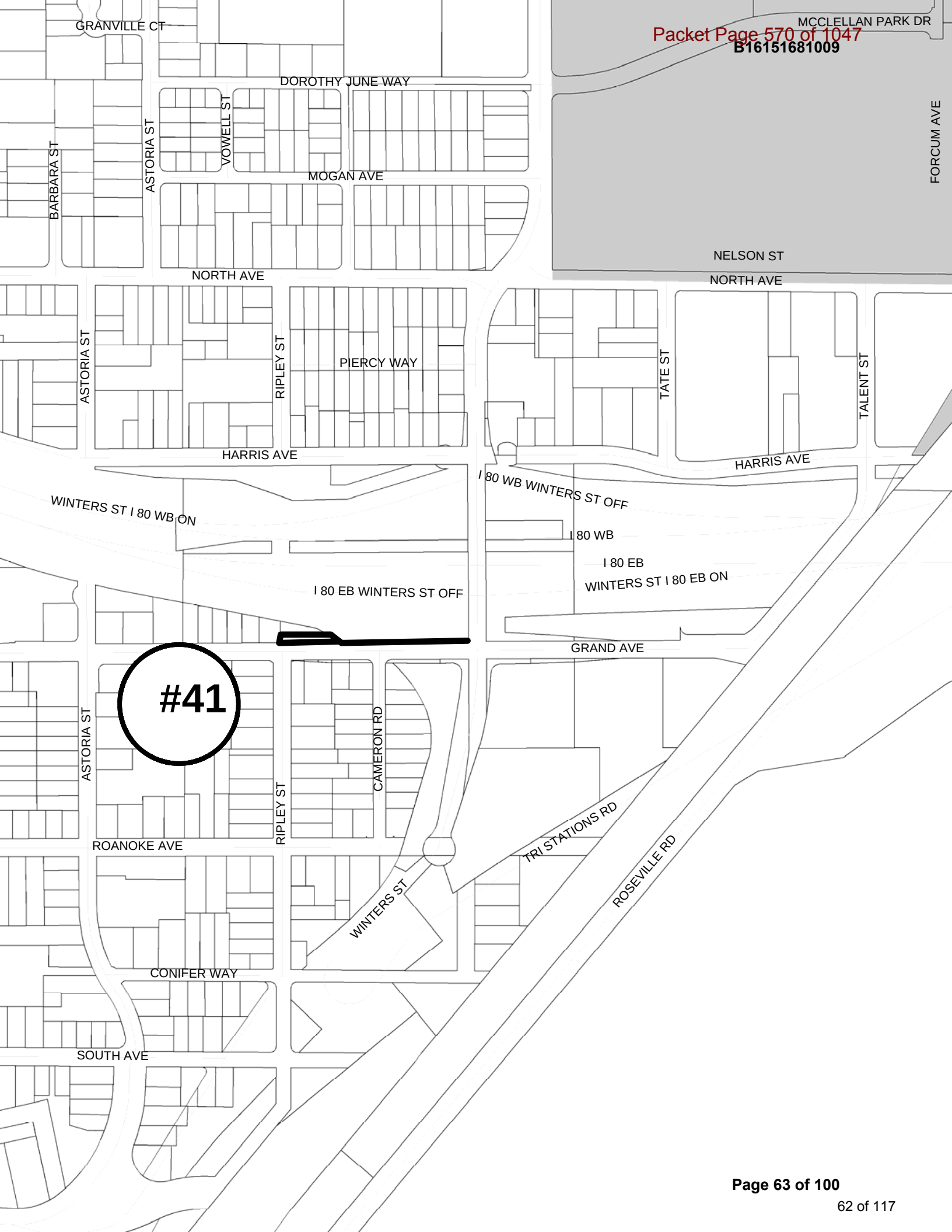
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GRANVILLE CT
MCCLELLAN PARK DR
DOROTHY JUNE WAY
VOWELL ST
ASTORIA ST
BARBARA ST
MOGAN AVE
FORCUM AVE
NELSON ST
NORTH AVE
NORTH AVE
ASTORIA ST
RIPLEY ST
PIERCY WAY
TATE ST
TALENT ST
HARRIS AVE
HARRIS AVE
I 80 WB WINTERS ST OFF
WINTERS ST I 80 WB ON
I 80 WB
I 80 EB
WINTERS ST I 80 EB ON
I 80 EB WINTERS ST OFF
GRAND AVE
#41
ASTORIA ST
CAMERON RD
RIPLEY ST
ROANOKE AVE
TRI STATIONS RD
ROSEVILLE RD
WINTERS ST
CONIFER WAY
SOUTH AVE

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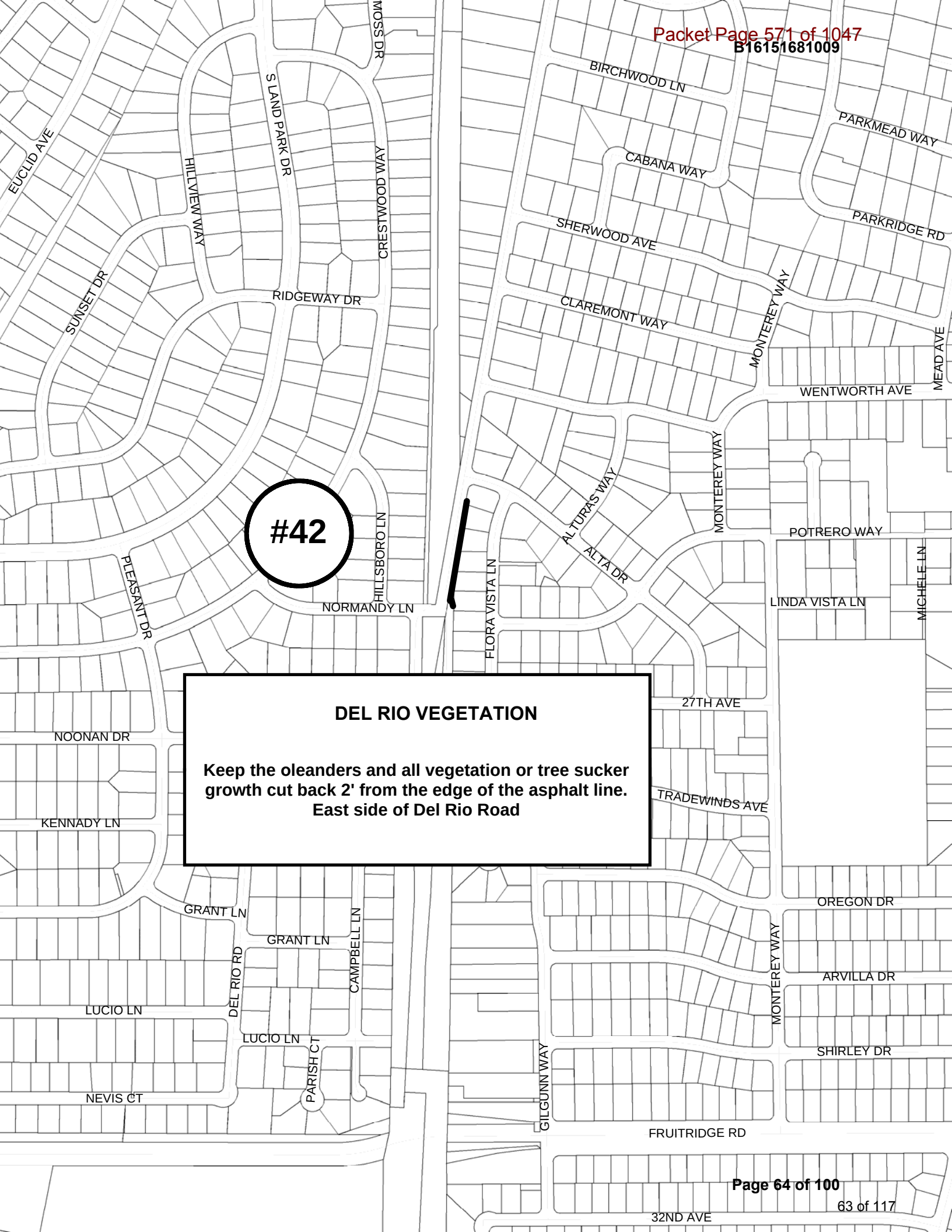

DEL RIO VEGETATION

Keep the oleanders and all vegetation or tree sucker growth cut back 2' from the edge of the asphalt line. East side of Del Rio Road

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MASTER MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: PEDESTRIAN BRIDGES SS#: _____ AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE MAPS FOR VARIOUS LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
									PEDESTRIAN BRIDGE LOCATIONS INCLUDE FROM THE
PED BRIDGES SERVICED							**6**		**GUTTER EXPANSION JOINT TO FOUR (4) FEET BEYOND SIDE-**
									WALK OR FENCELINES. INCLUDING THE SLPE LANDING
									AT ENTRIES.
PED BRIDGES WILL BE SERVICED IN :									**GUTTER, SIDEWALKS, AND JOINTS SHALL HAVE WEEDS CUT**
									DOWN TO NO MORE THAN A ONE (1) INCH HEIGHT AND
NOVEMEBER									**BE CHEMICALLY TREATED. REMOVE ALL LITTER AND**
JANUARY									**DEBRIS INCLUDING CUT WEEDS.**
MARCH									
MAY									**CONTRACTOR SHALL CLEAN THE OVERCROSSING**
AUGUST									**BRIDGE WITHOUT BLOWING OR DROPPING DEBRIS**
LATE SEPT / OCT									**BELOW THE OVERCROSSING. NO MECHANICAL METHODS**
									CHEMICALLY TREAT WITH POST AND PRE-EMERGENT AS
WEED CONTROL									**NEEDED TO MAINTAIN A CLEAN AND WEED FREE AREA.**
									NOTIFY THE CITY OF THE START DATE FOR EACH CLEAN
POST -EMERGENT							**6**		**UP. ONCE STARTED, CONTRACTOR SHALL COMPLETE**
PRE-EMERGENT							**2**		**ALL AREAS WITHIN THREE (3) WEEKS.**
									LATE FALL / EARLY SPRING -PER WEATHER PERMITTING
									FOR PRE-EMERGENT
DEBRIS									**ALL LEAVES SHALL BE REMOVED FROM UNDER SHRUBS**
LEAF PICK-UP							**6**		
LITTER AND OTHER DEBRIS PICK-UP							**6**		***BRING ANY LARGE ITEMS TO EDGE OF CURB AND CALL**
									AREA INSPECTOR FOR POSSIBLITY OF CITY SERVICE
									TO REMOVE.
OTHER									

*CONTRACTOR MAY BE CALLED UPON TO DO ADDITIONAL LITTER, LEAF AND WEED CLEAN UP ON A SITE BY SITE BASIS. THESE CALL MAY BE COMPLAINT BASED AND ONCE NOITFIED, CONTRACTOR SHALL CONTRACTOR SHALL HAVE FIVE CALENDAR DAYS TO PREFORM CLEAN UP, UNLESS SAFETY OR VISIBITLY RENDERS IMMEDIATE ATTENTION, ADDITIONAL WORK IS TIME AND MATERIAL RATE BASED.

THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE

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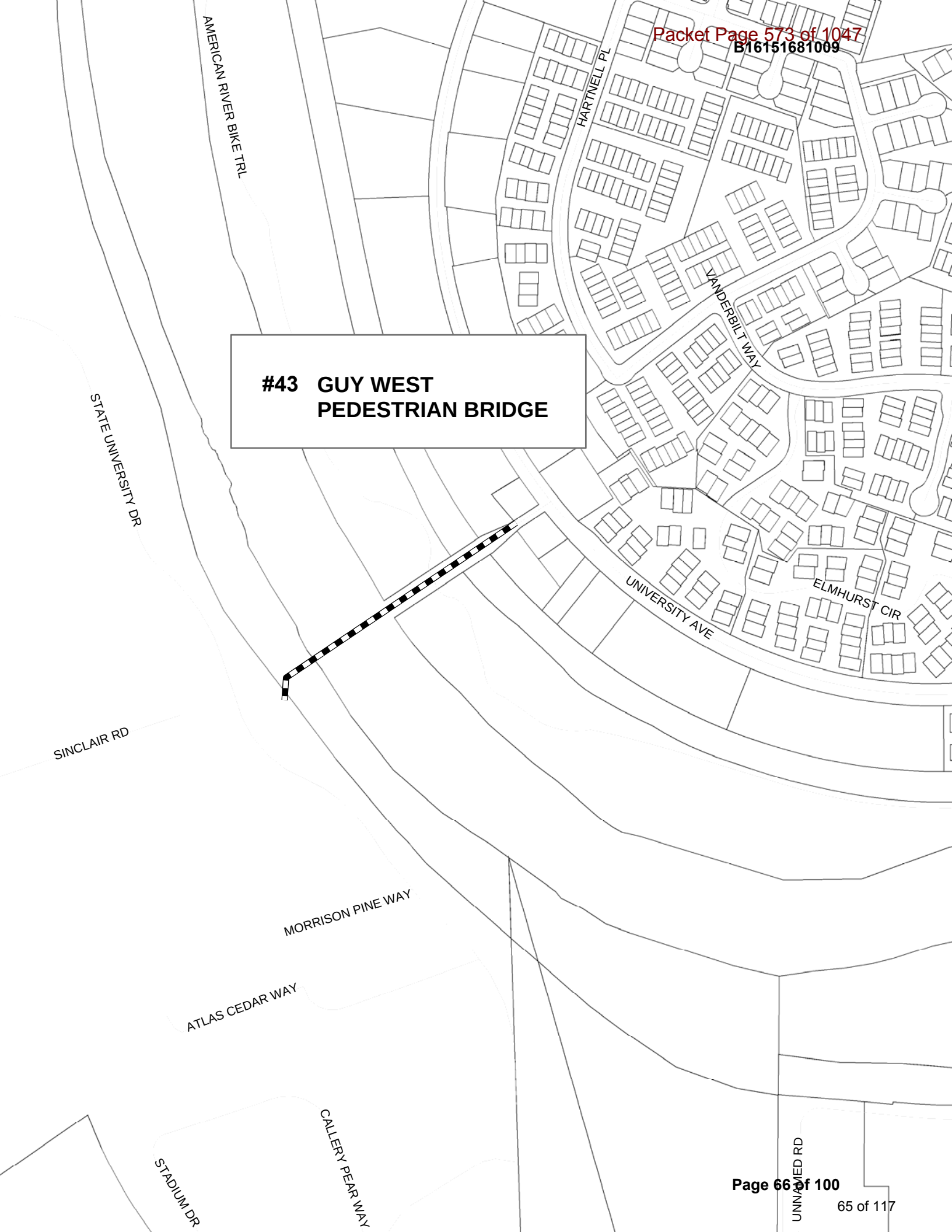

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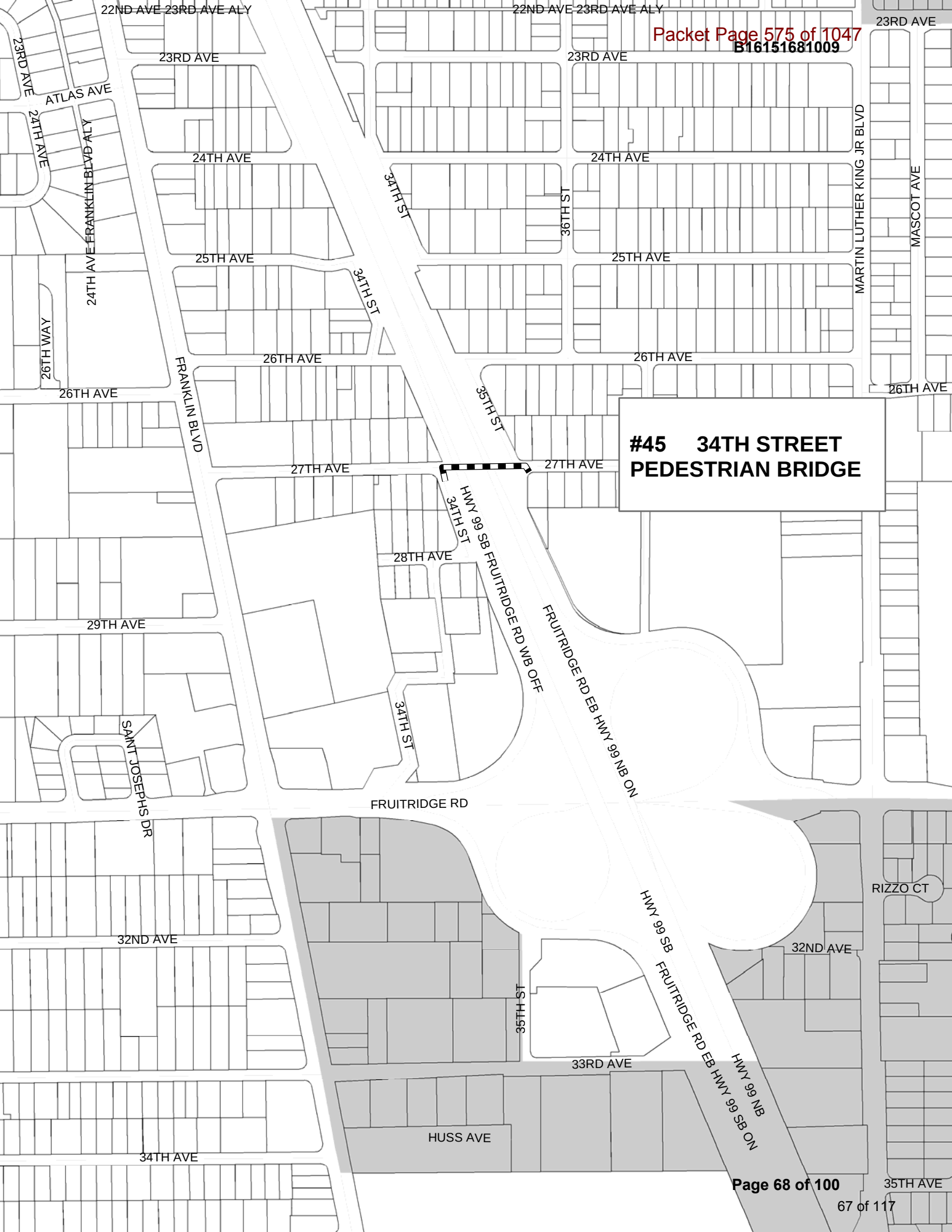

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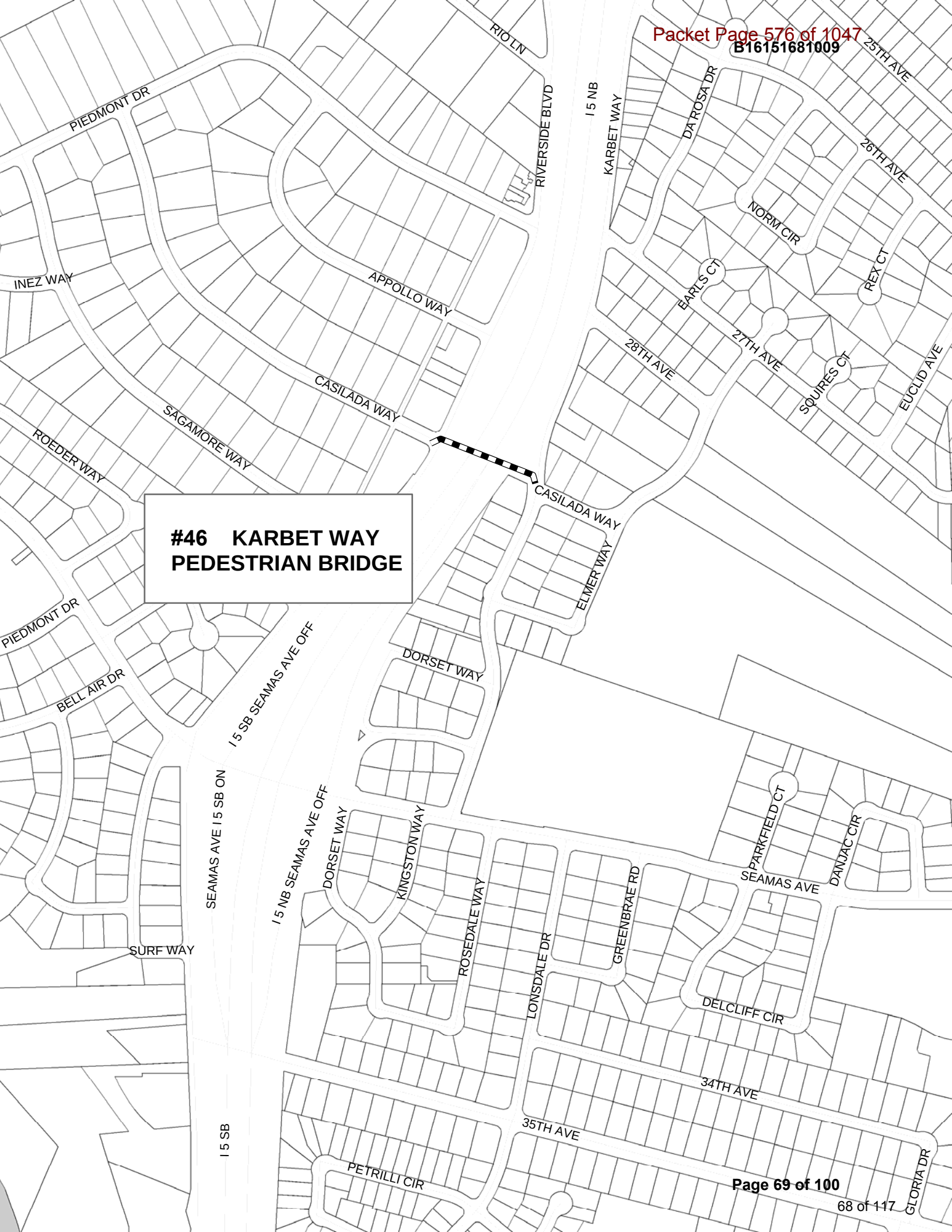

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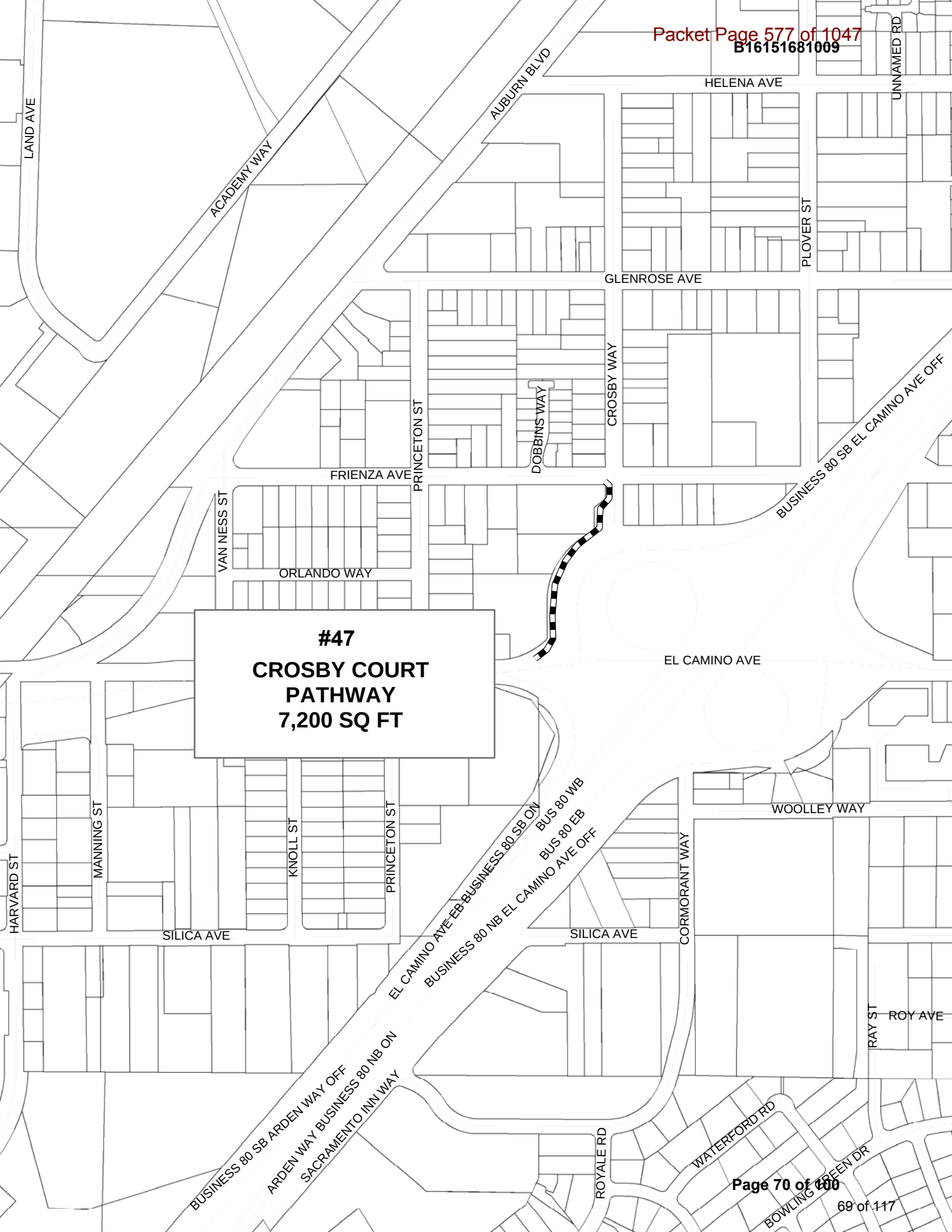


LANDSCAPE PRACTICES FOR SUSTAINABILITY

Contractors providing landscape maintenance service for the City are encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, plant material-cycling, low water volume irrigation, composting and use of mulch and compost.

All irrigation shall be in compliance with the City Water Ordinance, see Attachment A6 in LS10, for a copy of the ordinance.

Lawn mowing shall be done to a minimum height of two (2) inches, using a mulching type mower.

Bark mulch maybe supplied by the City's Urban Forest from their operations. In this case, the Contractor shall provide the labor only for possible pick up, delivery and spreading of the mulch.

Whenever possible, debris as a result of plant material clean up, weed removal or pruning shall be taken to a recyclable green waste facility.

Replacement plants for existing areas; Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred

STANDARD WATER QUALITY SPECIFICATIONS

Water Quality Control

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City.

1. Dust Control

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust **without causing sediment, debris or litter to enter the City storm drain system**.

2. Erosion, Sediment, and Pollution Control

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

1. Filter Bags in and Gravel bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.
2. Covering of material piles and/or gravel berm (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.
5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

   Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

   The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

6. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

7. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

8. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

9. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system . If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.

10. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, *(Note to project manager: section number may vary. Revise as needed.)* per Section I, Review of Contractor's Information, of these Special Provisions. The

submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer**. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

3. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.
Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.20 CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION

12.20.010 Definitions.

The following terms used in this chapter shall have the meanings set forth below:

"City working hours" means 7:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Director" means the director of public works or utilities departments of the city of Sacramento or his or her authorized representative(s).

"Emergency repairs" means repairs to a utility facility located in or adjacent to a primary city street that must be performed immediately when the necessity arises to safeguard life or property or maintain continued operation of the facility.

"Facility" means a marked or otherwise identified underground or existing above-ground improvement or structure.

"Known facility" means any facility that can be observed visually, is marked correctly in the field or is shown correctly on any contract, plan or permit document.

"Person" means any person, firm, company or governmental agency, including any person performing work under a contract between the person and the city.

"Public Easement" means any easement or right-of-way owned or controlled by a public agency or by a public utility.

"Traffic engineering services office" means the office responsible for providing traffic engineering services for the public works department of the city of Sacramento, 1000 I Street, Suite 170, Sacramento, CA., phone (916) 264-5307, fax (916) 264-8404.

"Work" means all work performed under a notice to proceed for a private development project, a capital improvement project or other contract with the city or for which a revocable permit, encroachment or excavation permit or temporary street closure permit is required. Work also means all work performed without one or more of the aforementioned permits or authorizations, but for which one or more of the aforementioned permits or authorizations are required. (Ord. 2002-004 § 1, 2002; Ord. 98-002 § 2 (part): prior code § 25.04.069)

12.20.020 Closure of streets for work—Traffic control plan.

A. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a city street unless a traffic control plan has been approved by the director.

B. Emergency repairs that obstruct vehicular or pedestrian traffic on a city street, shall be reported to the traffic engineering services office not later than one hour after the need for the emergency repairs is determined. If the emergency repairs obstruct vehicular or

pedestrian traffic on a city street outside of city working hours, the city traffic engineering services office shall be notified of the closure or obstruction not later than nine a.m. on the next working day.

C. All work requiring a traffic control plan shall conform to the conditions and requirements of the approved plan.

D. Where a traffic control plan is required, the approved plan must be available at the site for inspection by the director during all work.

E. If the director determines that actual traffic conditions under the approved plan are hazardous to public safety, the director may require the plan to be immediately modified. If the hazardous conditions cannot be eliminated by plan modification the director may require work under the plan to be stopped, and the plan suspended, until the safety hazard is remedied. (Ord. 2002-004 § 2, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-1)

12.20.030 Traffic control plan—Requirements.

A. Application. Before approving a traffic control plan, the director shall require a written submission of a proposed traffic control plan that includes the following information:

1. The name and business address of the applicant.

2. A diagram showing the location of the proposed work area.

3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.

4. A diagram showing the placement of traffic control devices necessary to perform the work.

5. The proposed phases of traffic control.

6. The time periods when the traffic control will be in effect.

7. The time periods when work will prohibit access to private property from a public right-of-way.

8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.

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

B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.

C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to

have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work. (Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-2)

12.20.040 Maintenance of construction areas.

A. No person performing work shall cause any public right-of-way, public street, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Public rights-of-way, public streets, public property and public easements affected by work must be cleaned to the satisfaction of the director prior to re-opening these areas to the public.

B. Trench plates shall not be utilized for more than three calendar days in one location and temporary surfacing shall not be utilized for more than five calendar days in one location without prior written approval of director. (Ord. 2002-004 § 4, 2002)

12.20.050 Repair of traffic control systems.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the director. (Ord. 2002-004 § 5, 2002)

12.20.060 Care of existing known facilities.

All persons performing work shall take reasonable precautions not to damage or destroy existing known facilities. (Ord. 2002-004 § 6, 2002)

12.20.070 Public notification of work.

All persons performing work shall conform to any public notification requirements included in the permit, contract documents, or approved plans. If notification is required, at a minimum, persons performing work shall notify residents and businesses immediately adjacent to the project work in writing two working days in advance of beginning work. The notice shall be approved by the director, shall describe the work to be performed, the anticipated duration of construction, and the name and daytime telephone number of the person performing the work. (Ord. 2002-004 § 7, 2002)

12.20.080 Violation—Administrative penalties.

A. Administrative Penalties. The director may issue an order imposing an administrative penalty to any person violating any provision of this chapter.

1. Notwithstanding any contrary provision of this code, each day a violation of the following code provisions occurs shall constitute a separate violation, and shall be subject to a separate penalty:

a. Section 12.20.020(B).

b. Section 12.20.020(D).

c. Section 12.20.040.

d. Section 12.20.050.

e. Section 12.20.060.

f. Section 12.20.070.

2. Notwithstanding any contrary provision of this code, each fifteen (15) minute period that a violation of the following code provisions occurs shall constitute a separate violation, and a separate administrative penalty may be imposed for each violation:

a. Section 12.20.020(A).

b. Section 12.20.020(C).

3. The administrative penalty for each violation of any provision of this chapter shall be one thousand dollars ($1,000.00). Violations of a specific section of this chapter by the same person occurring during the same work but located in different blocks or located in the same block but occurring on different days or at different times on the same day shall constitute separate violations for which separate administrative penalty orders may be issued.

4. If a person performing work under a contract between the person and the city violates any provision of this chapter, the city may deduct the amount of any administrative penalties imposed hereunder from any funds otherwise payable to the person under the contract.

5. In addition to the aforementioned penalties, the city may withhold issuance of permits for encroachment or excavation in a city street (issued pursuant to Chapter 3.76 or Chapter 12.12 of this code) to any person receiving a final administrative penalty order for a violation of any specific provision of this chapter three times within a two year period; the city may withhold issuance of permits for a period of not longer than two years after said administrative penalty orders are final. Multiple administrative penalty orders issued for continuing violations occurring on the same calendar day shall be considered one administrative penalty order for purposes of this section.

B. Imposition of the Administrative Penalties. The administrative penalty order shall be imposed in accordance with the provisions of Section 1.28.010 of this code, and shall contain the following:

1. The name and address of the violating party, if known;

2. The location, date and time of the violation;

3. A description of the act(s) or condition(s) violating this chapter;

4. The amount of the administrative penalty, with instructions for submitting payment to the city;

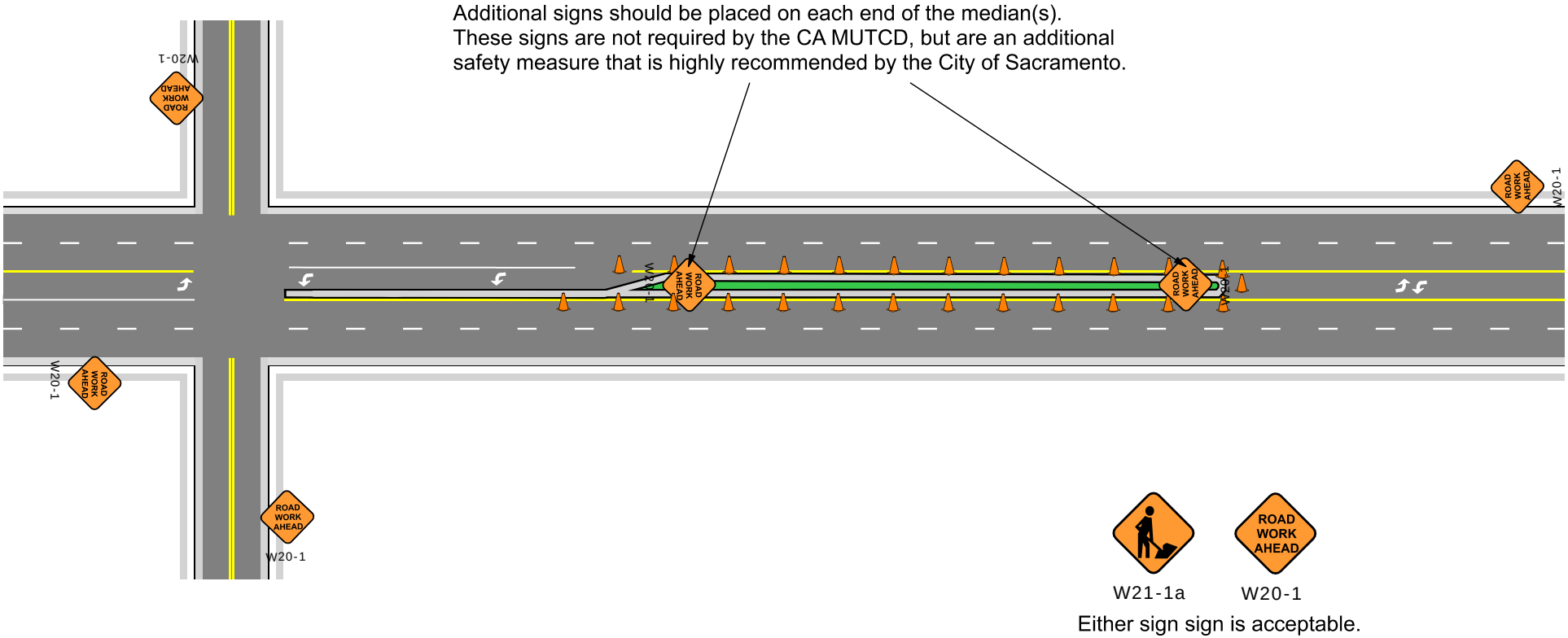
5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written

notice of appeal with the city clerk no later than twenty (20) days after the order is issued to the violator;

6. A statement indicating that the order imposing the administrative penalty shall be final if it is not appealed within the time required;

7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

THIS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY



City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON MEDIANS
	Comments: Typical temporary traffic control placement for streetscape maintenance work on medians, with no lane closure. Placement of cones must preserve a minimum lane width of at least 10 feet. All work must be contained to median, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

THIS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY

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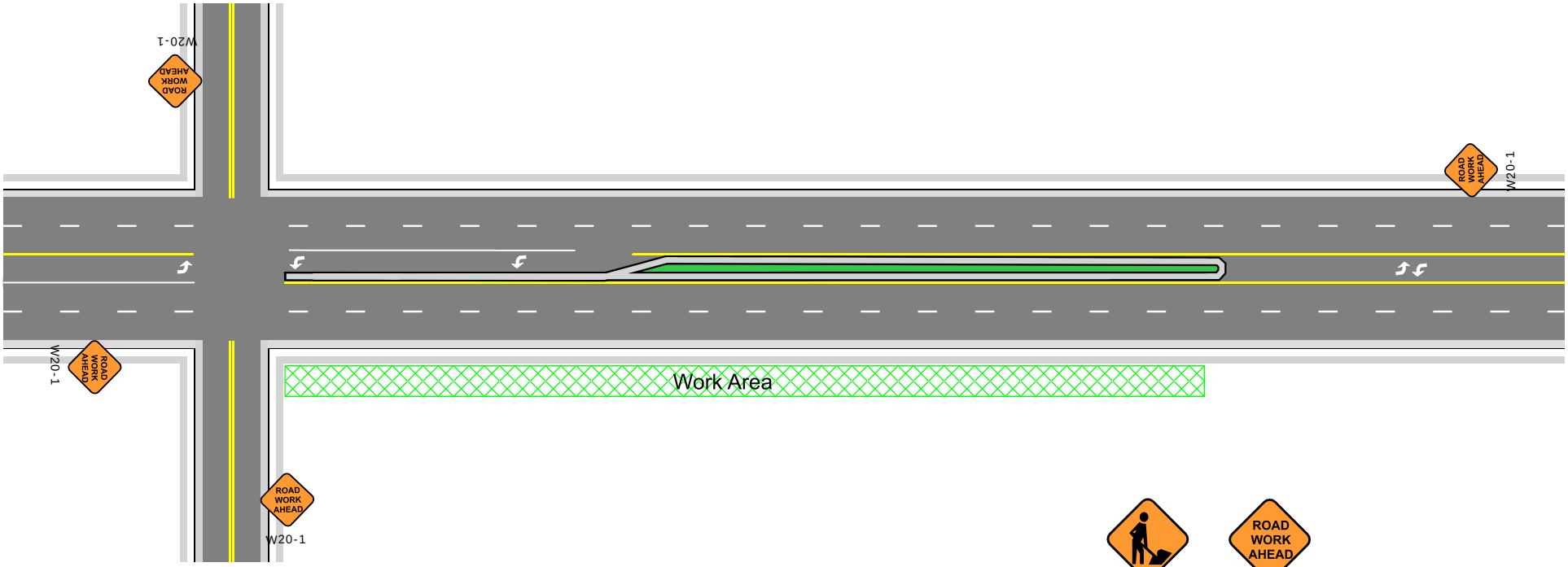

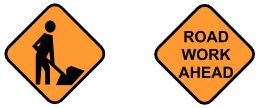

W21-1a W20-1

Either sign sign is acceptable.

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON SIDE OF ROAD
	Comments: Typical temporary traffic control placement for streetscape maintenance work on side of road, with no lane closure. All work must be contained to side of road, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ 45,360.00 **.**

2. **Billable Rates.**

CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

(1) Job Name
(2) Description of services billed under this invoice, and overall status of project
(3) Date of Invoice Issuance
(4) Sequential Invoice Number
(5) CITY's Purchase Order Number
(6) Total Contract Amount
(7) Amount of this Invoice (Itemize all Reimbursable Expenses)
(8) Total Billed to Date
(9) Total Remaining on Contract
(10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

PW Maintenance Services
5730 24th Street, Bldg. 9
Sacramento CA 95822

Attn: Sheryl Fox

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, 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.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

B16151681009

City of Sacramento

PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

SOUNDWALL AND PEDESTRIAN BRIDGE MAINTENANCE

This bid is for all FORTY SEVEN (47) sites. All items 1-47 must be bid for the bid to be considered responsive. This contract is for one (1) year, with the option to extend for two (2) additional years. Each year must be bid to be considered responsive. The City reserves the right to add or delete locations from this bid.

	YEAR 1 SERVICE PRICE x 6 = 1 YR. PRICE			YEAR 2 SERVICE PRICE x 6 = 2nd YR. PRICE			YEAR 3 SERVICE PRICE x 6 = 3rd YR. PRICE		
ITEMS (SOUNDWALLS)	**SERVICE**		**YEARLY**	**SERVICE**		**YEARLY**	**SERVICE**		**YEARLY**
1. BROOKFIELD DR. SO. SIDE-MORRISON CREEK CANAL TO BALLEY WIND WY 2,237 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
2. BROOKFIELD DR. NO SIDE-MORRISON CREEK CANAL, WEST TO TEAK 18,925 SQ.	$ 200	x6	$ 1200	$ 200	x6	$ 1200	$ 200	x6	$ 1200
3. FLORIN RD. SO. SIDE-EL MACERO WY TO SEYMOUR PARK 20,960 SQ.	$ 200	x6	$ 1200	$ 200	x6	$ 1200	$ 200	x6	$ 1200
4. FRANKLIN BLVD EAST & WEST-NO. OF UNION HOUSE CANAL, SERPINTINE WALL 42,156 SQ	$ 500	x6	$ 3000	$ 500	x6	$ 3000	$ 500	x6	$ 3000
5. FRUITRIDGE RD SO. SIDE-BTWN DAIRY QUEEN AND RR TRACKS 5,445 SQ.	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
6. CENTER PKWY WEST SIDE-SO. OF COSUMNES RIVER BLVD 3,624 SQ.	$ 150	x6	$ 900	$ 150	x6	$ 900	$ 150	x6	$ 900
7. MEADOWVIEW RD., SO. SIDE-DETROIT TO DEER MEADOW 24,276 SQ.	$ 250	x6	$ 1500	$ 250	x6	$ 1500	$ 250	x6	$ 1500
8. MEADOWVIEW RD., NO. SIDE- RR TRACKS TO G PARKWAY 30,128 SQ	$ 300	x6	$ 1800	$ 300	x6	$ 1800	$ 300	x6	$ 1800
9. MEADOWVIEW RD., SO. SIDE- AMHERST TO 24TH STREET 44,890 SQ.	$ 500	x6	$ 3000	$ 500	x6	$ 3000	$ 500	x6	$ 3000
10. MEEKS WAY-OFF SAGEVIEW, FRONTS ELK HORN, WALL SEE MAP	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
11. NORTHGATE BLVD, WEST SIDE- RIO TIERRA TO WEST EL CAMINO 41,787 SQ	$ 500	x6	$ 3000	$ 500	x6	$ 3000	$ 500	x6	$ 3000
12. NORTHGATE BLVD, WEST SIDE-ACROSS FROM PATIO AVE TO END AT TURNSTONE 2,588 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
13. SAN JUAN RD., SO. SIDE- NORTHGATE TO ISHI CIR (includes wall east of Rosin Ct) 37,077 SQ.	$ 350	x6	$ 2100	$ 350	x6	$ 2100	$ 350	x6	$ 2100

ALL ITEM NUMBERS CORRESPOND TO MAP LIST AND MAPS.

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SOUNDWALL AND PEDESTRIAN BRIDGE MAINTENANCE

ITEMS (SOUNDWALLS)	YEAR 1 SERVICE PRICE x 6 = 1 YR. PRICE SERVICE		YEARLY	YEAR 2 SERVICE PRICE x 6 = 2nd YR. PRICE SERVICE		YEARLY	YEAR 3 SERVICE PRICE x 6 = 3rd YR. PRICE SERVICE		YEARLY
14. SAN JUAN RD NO. SIDE- TUMBLEWEED, GOING EAST 35,914 SQ	$ 350	x6	$ 2100	$ 350	x6	$ 2100	$ 350	x6	$ 2100
15. SAN JUAN RD., SO. SIDE, MIRAMONTE DR TO BANDON WY 16,245 SQ	$ 190	x6	$ 1140	$ 190	x6	$ 1140	$ 190	x6	$ 1140
16. TRUXEL RD., **WEST SIDE**-Rocky Bend to Mall & **E. SIDE**=Pebblewood to Saginaw 28,775 SQ	$ 280	x6	$ 1680	$ 280	x6	$ 1680	$ 280	x6	$ 1680
17. W. EL CAMINO, SO. SIDE-SEAMIST TO REINER 7,378 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
18. RIVERSIDE BLVD., EAST SIDE-VOLZ DR TO KENTSON 5,839 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
19. RIVERSIDE BLVD., EAST SIDE-DORSET WY TO SURF WY 7,842 SQ	$ 50	x6	$ 300	$ 50	x6	$ 300	$ 50	x6	$ 300
20. FREEPORT BLVD., EAST SIDE-VIRGINIA TO IRVIN WY 3,421 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
21. FREEPORT BLVD., WEST SIDE-OREGON DR TO FRUITRIDGE RD 7,008 SQ.	$ 50	x6	$ 300	$ 50	x6	$ 300	$ 50	x6	$ 300
22. LAKE FOREST, AT MARQUETTE DR 1,480 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
23. WINDSONG-NEC OF MAIN AVE AND SULLY 8,089 SQ	$ 50	x6	$ 300	$ 50	x6	$ 300	$ 50	x6	$ 300
24. 35TH AVE., SO SIDE-BETWN FREEPORT AND BELLEAU WOOD LANE 9,428 SQ.	$ 50	x6	$ 300	$ 50	x6	$ 300	$ 50	x6	$ 300
25. VALLEY HI DR., **FREEWAY WALL**-Tangerine So. **WEST SIDE**-Seyforth to Canal 106,338 SQ.	$ 280	x6	$ 1680	$ 280	x6	$ 1680	$ 280	x6	$ 1680
26. RIVERSIDE BLVD. EAST SIDE=Darnel to 13th to 2 ft past trees, includes under RR track *also includes SAN MATEO WEST SIDE* 2 ft past trees 22,740 SQ.	$ 240	x6	$ 1440	$ 240	x6	$ 1440	$ 240	x6	$ 1440
27. NORWOOD BLVD., EAST & WEST SIDES-AT LINDLEY DR 29,068 SQ.	$ 200	x6	$ 1200	$ 200	x6	$ 1200	$ 200	x6	$ 1200
28. RIVERSIDE BLVD., EAST SIDE-AT SHERBURN 930 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
29. 8th AVE.-EAST OF FRANKLIN BLVD FREEWAY WALL 1,760 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
30. MAIN AVE., SOUTH SIDE-EAST OF KELTON 7,206 SQ	$ 50	x6	$ 300	$ 50	x6	$ 300	$ 50	x6	$ 300

ALL ITEM NUMBERS CORRESPOND TO MAP LIST AND MAPS.

B16151681009

SOUNDWALL AND PEDESTRIAN BRIDGE MAINTENANCE

ITEMS (SOUNDWALLS)	YEAR 1 SERVICE PRICE x 6 = 1 YR. PRICE SERVICE		YEARLY	YEAR 2 SERVICE PRICE x 6 = 2nd YR. PRICE SERVICE		YEARLY	YEAR 3 SERVICE PRICE x 6 = 3rd YR. PRICE SERVICE		YEARLY
31. 24TH ST., WEST SIDE-DONNER TO ALLEY 5,100 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
32. COSUMNES RIVER, SO. SIDE-COLLEGE COBBLE FRONTAGE 29,300 SQ.	$ 200	x6	$ 1200	$ 200	x6	$ 1200	$ 200	x6	$ 1200
33. 31st ST, BETWN 9TH & 10th AVE-HWY 99 WALL 2,160 SQ	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
34. 23rd ST., AT 9th AVE WALL-AT END OF 9TH AVE, EAST OF FREEPORT 380 SQ.	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
35. WEST EL CAMINO, NO. SIDE-MILLCREEK TO THE PARK 5,575 SQ.	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
36. DEL RIO PATH-SMALL PATH OVER RR TRACKS, AT 27TH AVE see map 625 SQ.	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
37. LEISURE LANE-ALONG 160 FWY FENCE AT EXPOSITION OFF RAMP 1,680 SQ.	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
38. RIVER PLAZA, SO. SIDE-EAST OF ORCHARD LANE 13,500 SQ.	$ 250	x6	$ 1500	$ 250	x6	$ 1500	$ 250	x6	$ 1500
39. 32nd ST., BETW 19th AVE NO TO 16th AVE-ALL THE WAY TO FWY WALL 12,632 SQ	$ 150	x6	$ 900	$ 150	x6	$ 900	$ 150	x6	$ 900
40. MONTGOMERY WAY/31st ST., WEST SIDE FWY WALL East of Franklin 2,190 SQ.	$ 40	x6	$ 240	$ 40	x6	$ 240	$ 40	x6	$ 240
41. GRAND AVE AND WINTERS, NORTH SIDE-FWY WALL TO PART OF OPEN SPACE 4' BACK	$ 70	x6	$ 420	$ 70	x6	$ 420	$ 70	x6	$ 420
42. DEL RIO VEGETATION-EAST WALL	$ 70	x6	$ 420	$ 70	x6	$ 420	$ 70	x6	$ 420

ALL ITEM NUMBERS CORRESPOND TO MAP LIST AND MAPS.

SOUNDWALLS SUBTOTALS (*Sum of Line Items 1 through 42*)	YEAR 1	$ 36,960.00	YEAR 2	$ 36,960.00	YEAR 3	$ 36,960.00

B16151681009

SOUNDWALL AND PEDESTRIAN BRIDGE MAINTENANCE

ITEMS (PEDESTRIAN BRIDGES)	YEAR 1 SERVICE PRICE x 6 = 1 YR. PRICE SERVICE		YEARLY	YEAR 2 SERVICE PRICE x 6 = 2nd YR. PRICE SERVICE		YEARLY	YEAR 3 SERVICE PRICE x 6 = 3rd YR. PRICE SERVICE		YEARLY
43. GUY WEST BRIDGE - UNIVERSITY AVE. TO CSUS CAMPUS	$ 80	x6	$ 480	$ 80	x6	$ 480	$ 80	x6	$ 480
44. 8TH AVE - EAST OF FRANKLIN BLVD	$ 80	x6	$ 480	$ 80	x6	$ 480	$ 80	x6	$ 480
45. 34TH STREET - EAST OF FRANKLIN BLVD	$ 80	x6	$ 480	$ 80	x6	$ 480	$ 80	x6	$ 480
46. KARBET WAY- KARBET WAY OFF RIVERSIDE DR. NORTH OF SEAMIS AVE.	$ 80	x6	$ 480	$ 80	x6	$ 480	$ 80	x6	$ 480
47. CROSBY CT PATH -EL CAMINO TO FRIENZA 7,200 Sq. Ft.	$ 80	x6	$ 480	$ 80	x6	$ 480	$ 80	x6	$ 480

ALL ITEM NUMBERS CORRESPOND TO MAP LIST AND MAPS.

PEDESTRIAN BRIDGES SUBTOTALS *(Sum of Line Items 43 through 47)*	YEAR 1 SUBTOTAL	$ 2400	YEAR 2 SUBTOTAL	$ 2400	YEAR 3 SUBTOTAL	$ 2400
SOUNDWALLS SUBTOTALS *(From Page 3 of Pricing Schedule)*	YEAR 1 SUBTOTAL	$ 36,960	YEAR 2 SUBTOTAL	$ 36960.00	YEAR 3 SUBTOTAL	$ 36960
UNSCHEDULED / EXTRA WORK *(From "UNSCHEDULED / EXTRA WORK CREW RATES" page)*		$ 6000.00		$ 6000.00		$ 6000.00

ANNUAL TOTALS *(Sum of Pedestrian Bridges subtotal, Soundwalls subtotal, and Unscheduled / Extra Work)*

YEAR 1 TOTAL $ 45,360 YEAR 2 TOTAL $ 45360 YEAR 3 TOTAL $ 45,360

BID TOTAL $ 136,080.00
(Sum of Year 1, Year 2, and Year 3 totals)

COMPANY: Rough Landscape SIGNATURE: [signature]

City of Sacramento
UNSCHEDULED / EXTRA WORK CREW RATES

Contractor is to furnish the City of Sacramento hourly rates for additional contract work, in accordance with the following specifications and provisions.

All additional work shall have prior written authorization from the City. Additional work is requested on an as-needed basis and the Contractor is not guaranteed any minimum of such work in areas where Contractor is currently providing landscape services to the City. The amount of time each job may take is subject to negotiation with the City. Rates offered below will be a major determinant in whether repair work will be furnished by the Contractor providing contract services in the same area. Should additional work not be provided by the Contractor, said Contractor may be required to coordinate with the City and/or another Contractor of the City's choosing in order to complete requested work.

The hourly crew rate quoted shall include all Contractor costs, including wages, insurance, overhead, equipment, materials, and dump fees, as well as any TEMPORARY TRAFFIC CONTROLS that may be required.

CREW RATES

CLEAN-UP CREW RATE (*Per hour price, based on a two-person crew*) $ 40
To provide additional clean up services as required, i.e., weed cutting, litter and debris removal, and hard pruning plant material along soundwalls (wall vine, shrubs, trees). May include chemical applications. No after-hours, holiday, or weekend work.

ESTIMATED UNSCHEDULED/EXTRA WORK PER CONTRACT YEAR: x 150 HOURS

UNSCHEDULED / EXTRA WORK TOTAL: $ 6 000
(*Multiply the Clean-Up Crew Rate by* 150 *to determine the Unscheduled/Extra Work total. Enter this amount on the line above and on Page 4 of the Pricing Schedule*)

NOTE: ***The estimated hours for unscheduled/extra work and resulting dollar amount above are for bid evaluation purposes only and do not represent what the contractor may or may not earn through unscheduled work.***

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

✓ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor**.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, 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, 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 this Agreement by 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 any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: 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 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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 Services provided by CONTRACTOR under this Agreement. 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 Agreement.

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, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and 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. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and 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 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative 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 Agreement, 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 Agreement 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 Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions 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 CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **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 Contract or 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 Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of $100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is $100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS $100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.[1]

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.[2]

---

[1] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

[2] A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

> **This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at **www.cityofsacramento.org**.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (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 $100,000.00. 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 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 permits 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 or 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, 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, 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 "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (Sacramento City Code Section 3.54).

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

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

The included employee benefits are:

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

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

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

You May . . .

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

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- 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

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ 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.

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B16151681009

FOR SERVICES/SUPPLIES: _____

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Richard Rossi

ADDRESS: 9989 Sterling Pk Dr. Sac Ca. 95827

PHONE #: 916-835-2569 FAX #: 916-366-6046 E-MAIL: rossilandscape@sbcglobal.net

STATE TAX I.D. #: 275-4770-2 FED. TAX I.D. #: 94-2635856

City of Sacramento Business Operation Tax Certificate #: 148452
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY *(check one)*: ✓ Individual/Sole Proprietor ____ Partnership
____ Corporation ____ Limited Liability Company
____ Other *(please specify:* _____)

BY: (signature of authorized person) [signature]

PRINT NAME: Richard Rossi

TITLE: Owner

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

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 A CONTRACT, 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: Richard Pool

BY: _____ Owner **Date:** 9/15/15
Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

F. ITEMS REQUIRING BIDDER RESPONSE

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 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.

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:

148452

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*:

3770 Broadview Dr.
Sac. Ca 95827

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [✓] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No [✓]

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

Landscape Maintenance Contractors Licenses, Certificates and Registration Requirements

Bidder represents and warrants to the City of Sacramento that the following licenses, certificates and registrations are currently in force. All said documents will remain in force during the term of the resulting agreement with the City; failure to maintain will result in suspension or possibly termination of contract. ***A copy of each document listed below must be submitted with this Bid.***

LICENSES/CERTIFICATES/REGISTRATION	DOCUMENT #	EXPIRATION DATE
• FEDERAL ID # *(Copy not required)*	942635856	N/A
• STATE ID # *(Copy not required)*	275-4770-2	N/A
• STATE OF CALIFORNIA C27 LICENSE	546716	12/31/15
• CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	148452	6/16
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	31003	12/31/15
• STATE OF CALIFORNIA APPLICATOR LICENSE *or* CERTIFICATE	96748	12/31/15
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	34	12/31/15
• STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION	1000014657	7/16

I DECLARE UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT:

CONTRACTOR: _____ SIGNATURE

Roosh Landscape Service
NAME OF FIRM

PRINT NAME: Richard Roosh

TITLE: Owner

ADDRESS: 9989 Sterling Park Dr

CITY, STATE: Sac. Ca 95827

DATE: 9/15/15

CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

The Contractor, by accepting this contract, agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications provided in this solicitation, and/or Purchase Order, in support of its Sustainable purchasing (SP) initiative.

The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in the City of Sacramento Landscape Maintenance Specifications and Provisions, referred to as LS14.

The City of Sacramento may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SP attributes required under this contract.

Certification

I,_____ (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum SP/EPP attributes outlined in the Agreement, solicitation's specifications and _____'s bid or proposal.

Name of Contractor/Bidder/Offeror: Richard Pearce

Address: 9989 Sterling Park Dr. Sac. 95827

PO/Bid/Contract # B16151681009

Print name and Signature of Bidder or Offeror

Richard Pearce

Date: 9/15/15

STANDARD WATER QUALITY SPECIFICATIONS
and
ADMINISTRATIVE PENALTIES ORDINANCE
FOR ADVANCE WARNING SIGNAGE

NOTE: ***Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.***

Name of Contractor: Richard Pouse

Address: 9989 Sterling Park Dr Sac. Ca 95827

Name of City Contract: Soundwalls

Contracting Department: DoT

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

1. I have read and understand the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of Landscape Maintenance services under a City contract.

2. As a condition of receiving the City contract, I agree to fully comply with the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE.

3. I acknowledge and agree that the STANDARD WATER QUALITY SPECIFICATIONS, the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE, and this Declaration shall constitute part of my City contract.

4. I further acknowledge and agree that any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.

5. I will 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 STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE by me or by any subcontractor retained to perform work or provide services under my City contract.

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

Signature of Authorized Representative

Date: 9/15/15

Print name: Richard Pouse

Title: Owner

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00906

Title: Contract: Northborough Streetscapes Maintenance Services

Location: District 1

Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Northborough Streetscapes to Valley Landscapes for an amount not to exceed $57,050 and options to extend the agreement an additional one-year period, with the total amount of the agreement, including the optional extension, not to exceed $114,100.

Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Maintenance Services Division

Dept ID: 15001611

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
10/14/2015 1:03:02 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/7/2015 6:49:13 AM

Description/Analysis

Issue: The Maintenance Services Division of the Department of Public Works has an ongoing need to maintain the landscaping along the transportation corridors within the City of Sacramento. Invitation for Bid B16151681008 was issued for maintenance of the Northborough Streetscapes. City Council approval is necessary to award a non-professional services agreement to Valley Landscapes.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services, and AP-4101 - Procurement of Non-Professional Services.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under CEQA guidelines, continuing administrative or maintenance activities do not constitute a project and are therefore exempt from review.

Sustainability Considerations: The streetscape maintenance services purchased under this contract will support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. Further, maintenance of streetscapes contributes to the quality of life by promoting "greening" within the City.

Rationale for Recommendation: Valley Landscapes is the lowest responsive and responsible bidder in response to Invitation for Bid B16151681008.

Bidder	***Bid Total***	***LBE***
Valley Landscapes	$114,100.00	Yes
Roush Landscape	$125,600.00	Yes
Parker Landscape	$137,340.00	Yes
Crossroads Facilities	$137,456.91	Yes
New Image Landscape	$161,400.00	Yes
Fresh Cut Concepts	Non-Responsive	No

Financial Considerations: Streetscape maintenance is funded out of the department's Streetscape Maintenance operating budget. Streetscape maintenance contracts are primarily funded by fees from the Citywide Landscaping & Lighting (L&L) District and 15 special districts. Maintenance of the Northborough Streetscapes is funded by the North Natomas Neighborhood Landscaping District (65%) and L&L (35%). There are no General Funds planned for these services.

There is sufficient funding available in the operating budget to support the projected maintenance requirements for Fiscal Year 2015/16. Extensions of the contract in

succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

Local Business Enterprise (LBE): Valley Landscapes is a Local Business Enterprise.

Background

In August 2015, Invitation for Bid B16151681008 was issued to procure streetscape maintenance services for the Northborough Streetscapes. Five responsive bids were received. One additional bid was received that was non-responsive, due to the bidder not meeting submission requirements.

Based upon the results of that competitive solicitation, which may be found in the Bid Analysis, below, staff recommends award of a one-year non-professional services agreement, with the optional to extend for one additional year, to the lowest responsive and responsible bidder, Valley Landscapes. The amount of the initial one-year agreement will not exceed $57,050. The total amount of the agreement, with optional one-year extension, will not exceed $114,100.

The total amount of the agreement, $114,100, includes $18,100 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. The amounts reflected as "Repair Crew Rates" in the Bid Analysis represent estimated totals established solely for evaluation purposes.

BID ANALYSIS

BID B16151681008 -- NORTHBOROUGH STREETSCAPES MAINTENANCE

Bid Item	VALLEY LANDSCAPES	ROUSH LANDSCAPE	PARKER LANDSCAPE	CROSSROADS FACILITIES	NEW IMAGE LANDSCAPE	FRESH CUT CONCEPTS
First Year	$48,000.00	$55,200.00	$64,320.00	$59,731.81	$69,012.00	
Second Year	48,000.00	55,200.00	64,320.00	61,225.10	71,080.00	
Repair Crew Rates	18,100.00	15,200.00	8,700.00	16,500.00	21,300.00	
Bid Total	**$114,100.00**	**$125,600.00**	**$137,340.00**	**$137,456.91**	**$161,400.00**	
LBE Preference	-5,705.00	-6,280.00	-6,867.00	-6,872.85	-8,080.90	
Prompt Pay Discount	$0.00	$0.00	$0.00	$0.00	$0.00	
Bid Evaluation Total	**$108,395.00**	**$119,320.00**	**$130,473.00**	**$130,584.06**	**$153,330.00**	**NON-RESPONSIVE**

PROJECT #:

PROJECT NAME: Northborough Streetscapes Maintenance

DEPARTMENT: Public Works

DIVISION: Maintenance Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of_____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Valley Landscapes
4325B Orange Grove Avenue
Sacramento CA 95841

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

   Invitation to Bid
   Instructions to Bidders
   ✓ Local Business Enterprise (LBE) Requirements
   ✓ Drug-Free Workplace Policy and Affidavit
   ✓ Declaration of Compliance (Equal Benefits Ordinance)
   ✓ Declaration of Compliance (Living Wage Ordinance)
   ✓ Contractor's Bid Proposal Form
   ✓ Workers' Compensation Certificate
   ✓ Certificate(s) of Insurance
   ✓ Technical Specifications

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name: Jerry Way

Title: Director of Public Works
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Living Wage Requirements
Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

Valley Landscapes
NAME OF FIRM

68-0425221
Federal I.D. No.

4486946-4
State I.D. No.

110364
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

✓ Individual/Sole Proprietor
_____ Partnership
_____ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

Jason Tabor
Print Name and Title

Additional Signature *(if required)*

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

Valley Landscapes

Address:

4325B Orange Grove Avenue Sacramento CA 95841

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to 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 Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

_____ Date:_____
Signature of Authorized Representative

Print name: Jason Talbot

Title: Owner

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor:

Valley Landscapes

Address:

4325B Orange Grove Avenue Sacramento CA 95841

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, 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

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If 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, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

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

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by 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 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 this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

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

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, 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; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or 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.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to 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 Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date: 9-29-15

Print name: Jason Taber

Title: Owner

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

LLoretta DuPriest, Construction Inspector II
5730 24th Street, Bldg. 9
Sacramento CA 95822
916-808-6285 / ldupriest@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Jason Tabor, Owner
4325B Orange Grove Avenue
Sacramento CA 95841
916-487-1166 / valleylandscapes@gmail.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

Landscape maintenance and repair services for the Northborough Streetscapes, in accordance with IFB B16151681008 and the City of Sacramento Landscape Miantenance Services General Specifications and Provisions, LS-14. The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance

From November 1, 2015 through October 31, 2016, with the option to extend for an additional year. Extension will be by mutual consent of both the City and Contractor.

4. Prevailing Wage Requirement. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]***:

_____ Construction work in an amount exceeding $25,000; or

✓ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages if required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

Attachment 1

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

B16151681008

MASTER MAINTENANCE PERFORMANCE SCHEDULE

MINIMUM REQUIREMENTS

CONTRACT: NORTHBOROUGH STREETSCAPES SSA#: 340 AREA SIZE: 234,678 SQ FT. 5.39 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**KEEP ALL SITES IN A NEAT AND HEALTHY**
									APPEARANCE THROUGHOUT THE YEAR
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE								X	**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE								X	
AERATE							**3**		**APR, JUN, AUG- submit schedule**
RE-SEED								X	
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		KEEP PLANT MATERIAL PRUNNED FOR
PRUNE							**2**		ACCESS TO CONTROLLERS AND VALVES
WINTER MOW									MARCH (Slow Release) SEPT (Cool)
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow Release) SEPT (Cool)
CULTIVATE									
DEBRIS									**DO NOT ALLOW LEAVES, WEEDS, OR**
LEAF PICK-UP									OTHER DEBRIS TO ACCUMULATE ALONG
LITTER AND OTHER DEBRIS PICK-UP									CURBS, TURN POCKETS, OR IN AND
									AROUND PLANT MATERIAL
WEED CONTROL									
HAND WEEDING									ANYTHING OVER 4"
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									
ALL CONDITONS OF THE CONTRACT SPECIFICATIONS ADHERE TO THE STREETSCAPES LS-14									

B16151681008

MASTER MAINTENANCE PERFORMANCE SCHEDULE

MINIMUM REQUIREMENTS

CONTRACT: NORTHBOROUGH STREETSCAPES SSA#: 340 AREA SIZE: 234,678 SQ FT. 5.39 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**Contractors maintaining the City's street-**
									scapes are expected to provide a level
TURF									**of service necessary to maintain the**
MOW									**landscape and non-landscapes areas**
FERTILIZE									**in the professional manner expected,**
MECHANICAL EDGE									**even if the frequency exceeds the**
CHEMICAL EDGE									**minimum required by the Contract**
AERATE									**Specifications. Contract Specs are**
RE-SEED									**results-based not effort-based.**
IRRIGATION SYSTEM									
CHECK									
ADJUST TIMING									
GROUND COVER									**ALL PLANT MATERIAL SHALL BE PRUNNED**
FERTILIZE									**SO AS TO GIVE EASY ACCESS TO ALL**
PRUNE									**IRRIGATION COMPONENTS**
WINTER MOW									
									All vine is to be kept off of monument
SHRUBS									**pilars, endcaps and signage at all times**
PRUNE									
FERTILIZE									
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									
ALL CONDITIONS OF THE CONTRACT SPECIFICATIONS ADHERE TO THE STREETSCAPES LS-14									

B16151681008

MAINTENANCE PERFORMANCE SCHEDULE

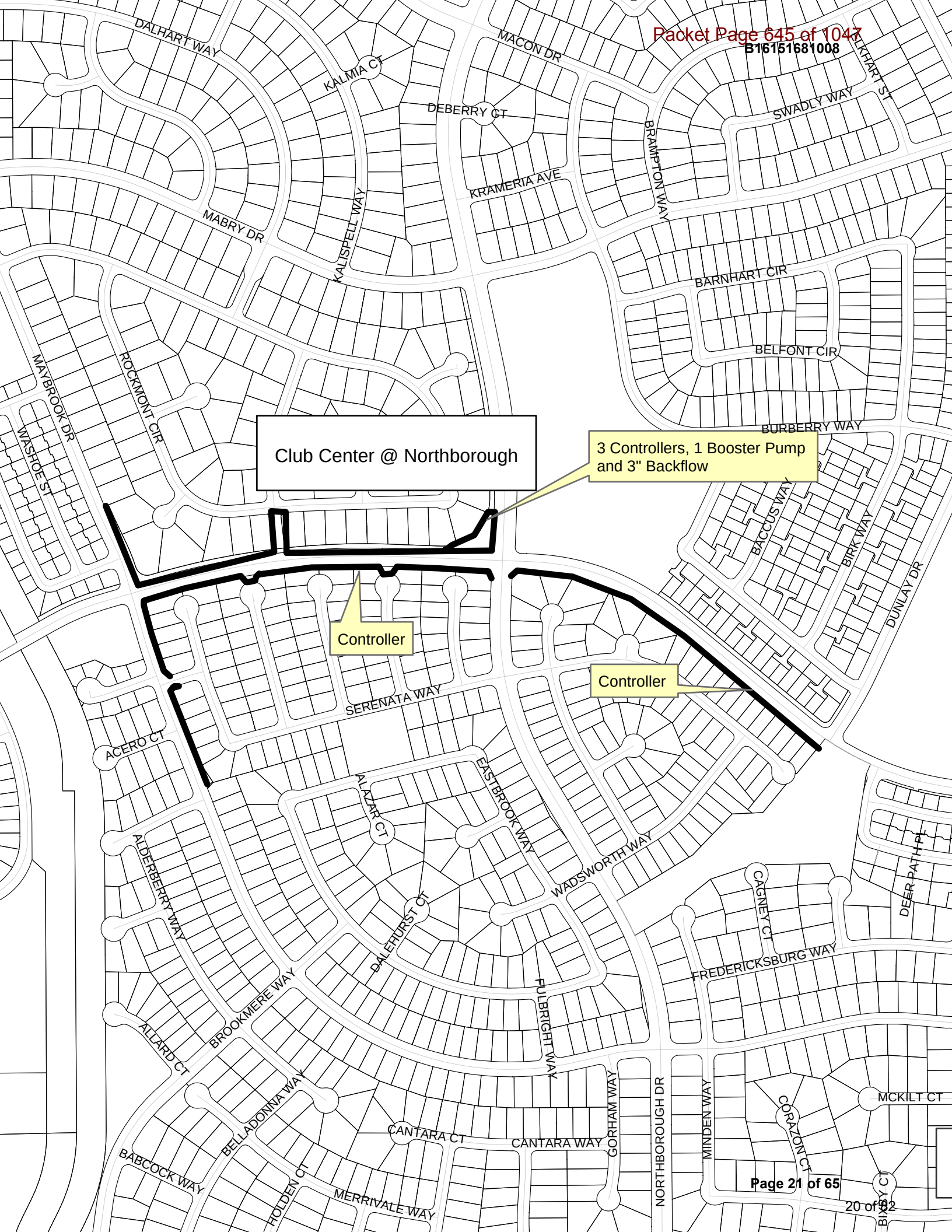
SITE: Club Center @ Northborough SS#: 1950 AREA SIZE: 62,485 SQ FT. 1.43 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

From Dunlay to Northborough on S. side of the street and then both sides from Northborough to Maybry. This includes all nieghborhood inlets.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									
FERTILIZE							**6**		
MECHANICAL EDGE									**TREES**- ANY PROBLEMS SHALL
CHEMICAL EDGE									BE REPORTED TO STREETSCAPES TEAM
AERATE							**3**		FOR WORK SUBMITTED TO URBAN
									FORESTRY GROUP.
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
GROUND COVER									
FERTILIZE							**2**		
PRUNE							**6**		KEEP FROM GROWING ONTO
WINTER MOW									SIDEWALK/CURB LINES
									PLANT SEPARATION IS A MUST
SHRUBS									
PRUNE							**6**		PRUNE SHRUBS DOWN TO 4 FT IF NOT
FERTILIZE							**2**		AGAINST A WALL AND KEEP INSIDE PLANTERS
CULTIVATE									**WALL VINE** TO BE KEPT AT A MINIMUM
									12" BELOW THE TOP OF WALL LINE.
DEBRIS									
LEAF PICK-UP									DO NOT ALLOW LEAVES TO COLLECT IN
LITTER AND OTHER DEBRIS PICK-UP									AND AROUND SHRUBS. LEAVES, DEBRIS
									REMOVED WEEKLY
WEED CONTROL									
HAND WEEDING/POST EMERENCE									**ANYTHING OVER 4", SPRAY WEEKLY WITH DYE.**
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY-SEND SCHED.
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
ALL SIGNAGE AND LIGHTING IN FRONT OF MONUMENT WALLS SHALL BE KEPT CLEAR OF VEGETATION FOR VISIBLITY TO COMMUNITY. SHRUBS SHALL BE NO HIGHER THEN 3 FT. IF									
NOT AGAINST A MONUMENT SOUNDWALL. **RESIDENTS ARE VERY VOCAL ABOUT THE APPEARANCE OF OUR STREETSCAPES**									

B16151681008



B16151681008

MAINTENANCE PERFORMANCE SCHEDULE

SITE: CREEKSIDE 1 & 2 SS#: 6690 AREA SIZE: 27,284 SQ FT. 0.63 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

ON NORTH PARK DR. NORTH & SOUTH SIDE BTWN BROADWATER & KOKOMO DR. AND SOUTHSIDE ONLY BTWN KANKAKEE &BROADWATER. INCLUDES NIEGHBORHOOD INLETS

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									
FERTILIZE							**6**		
MECHANICAL EDGE									**TREES**- ANY PROBLEMS SHALL
CHEMICAL EDGE									BE REPORTED TO STREETSCAPES TEAM
AERATE							**3**		FOR WORK SUBMITTED TO URBAN
									FORESTRY GROUP.
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
									1 CONTROLLER AT EACH SECTION
GROUND COVER									
FERTILIZE							**2**		
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
WINTER MOW									PLANT SEPARATION A MUST.
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		
CULTIVATE									**WALL VINE** TO BE KEPT AT A MINIMUM
									12" BELOW THE TOP OF WALL LINE.
DEBRIS									
LEAF PICK-UP									BE SURE PINE NEEDLES AND LEAVES DO
LITTER AND OTHER DEBRIS PICK-UP									NOT ACCUMULATE, REMOVE THEM
									WEEKLY
WEED CONTROL									
HAND WEEDING									WEEDS OVER 4" SHALL BE HAND PULLED
PRE-EMERGENT/ POST-EMERGENT							**2**	X	POST - EMERGENCE SPRAYED WEEKLY
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE. THIS SITE IS NEAR A GRADE SCHOOL SO BE ADVISE TO BE COURTEOUS TO PEDESTRIANS THE RIGHT AWAY									

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MAINTENANCE PERFORMANCE SCHEDULE

SITE: DALHART WAY SS#: 2040 AREA SIZE: 4,976 SQ FT. 0.11 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

ON DALHART WAY 1 BLOCK WEST OF NORTHBOROUGH BTWN MABRY AND ROCKMONT CIR. SMALL ISLAND AND BOTH SIDES OF STREET NORTH TO MOW STRIP CURB

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									NO TURF
FERTILIZE									
MECHANICAL EDGE									**TREES**- ANY PROBLEMS SHALL
CHEMICAL EDGE									BE REPORTED TO STREETSCAPES TEAM
AERATE									FOR WORK SUBMITTED TO URBAN
									FORESTRY GROUP.
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
									IBOC ON EAST SIDE OF STREET
GROUND COVER									
FERTILIZE							**2**		
PRUNE							**6**		KEEP FROM GROWING ONTO
WINTER MOW									SIDEWALKS
SHRUBS									
PRUNE							**6**		
FERTILIZE							**2**		
CULTIVATE									**WALL VINE** TO BE KEPT AT A MINIMUM
									12" BELOW THE TOP OF WALL LINE.
DEBRIS									
LEAF PICK-UP									DO NOT ALLOW LEAVES OR DEBRIS TO
LITTER AND OTHER DEBRIS PICK-UP									ACCUMULATE IN AND AROUND PLANTS
									OR CURBS AND TURN POCKETS
WEED CONTROL									
HAND WEEDING									HAND PULL WEEDS THAT ARE 4" OR HIGHER
PRE-EMERGENT/ POST-EMERGENT							**2**		WEEKLY USE POST EMGER. WITH DYE
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
KEEP ALL PLANT MATERIAL PRUNED FOR A NEAT AND HEALTHY APPEARANCE. ALL SHRUBS SHALL BE KEPT AT 3'FT. UNLESS AGAINST A SOUNDWALL									

DALHART WAY
Controller
Backflow
PERAZUL CIR
HERITAGE PARK LN
PESCADERO LN
INGLETON LN
ASPEN VALLEY LN
PALMERA LN
AMROSA PL
DUNLAY DR
MODENA PL
SKIPTON CT
MACON DR
ALPENA ST
KALISPELL WAY
LAWLER ST
DALHART WAY
BRAMPTON WAY
SWADLY WAY
MABRY DR
NORTHBOROUGH DR
BARNHART CIR
BELFONT CIR
BURBERRY WAY
MAYBROOK DR
ROCKMONT CIR
MANDEL ST
BRONCO CREEK CT
KNOTTY PINE WAY
WASHOE ST
ARETZ CT
SEACREST CT
BACCUS WAY
PORTAGE WAY
MASTERSON CT
PORT HENLEY CT
BASCOM CT
BRYNMAR CT
BAYLESS WAY
CLUB CENTER DR
SERENATA WAY
SERENATA CT
ACERO CT
LONGBOAT KEY WAY
SOUTHBURY WAY
ALAZAR CT
EASTBROOK WAY
BANDERAS WAY
WADSWORTH WAY

B16151681008

MAINTENANCE PERFORMANCE SCHEDULE

SITE: MACON DR. MEDIANS SS#: 1970 AREA SIZE: 14,875 SQ FT. 0.34 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

MEDIAN ISLANDS ON MACON DR.WEST OF NORTHBOROUGH DR.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									NO TURF
FERTILIZE									
MECHANICAL EDGE									**TREES**- ANY PROBLEMS SHALL
CHEMICAL EDGE									BE REPORTED TO STREETSCAPES TEAM
AERATE									FOR WORK SUBMITTED TO URBAN
									FORESTRY GROUP.
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
									VALVES SHOULD HAVE EASY ACCESS
GROUND COVER									
FERTILIZE							**2**		MOW GROUNDCOVER HYPERICUM IN
PRUNE							**6**		FEB. SUBMIT SCHEDULE ON FERT.
WINTER MOW									
SHRUBS									
PRUNE							**6**		
FERTILIZE							**2**		**MAINTAIN AN EVEN PRUNING HEIGHT**
CULTIVATE									ON THE PYRACANTHA AND KEEP
									CONTAINED
DEBRIS									
LEAF PICK-UP									DO NOT ALLOW LEAVES AND DEBRIS TO
LITTER AND OTHER DEBRIS PICK-UP									ACCUMULATE ALONG CURBS AND TURN
									POCKETS
WEED CONTROL									
HAND WEEDING									HAND PULL WEEDS 4" OR MORE
PRE-EMERGENT/ POST-EMERGENT							**2**		SPRAY POST EMERG WEEKLY - USE DYE
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
KEEP ALL MATERIAL IN A NEAT AND HEALTHY APPEARANCE									

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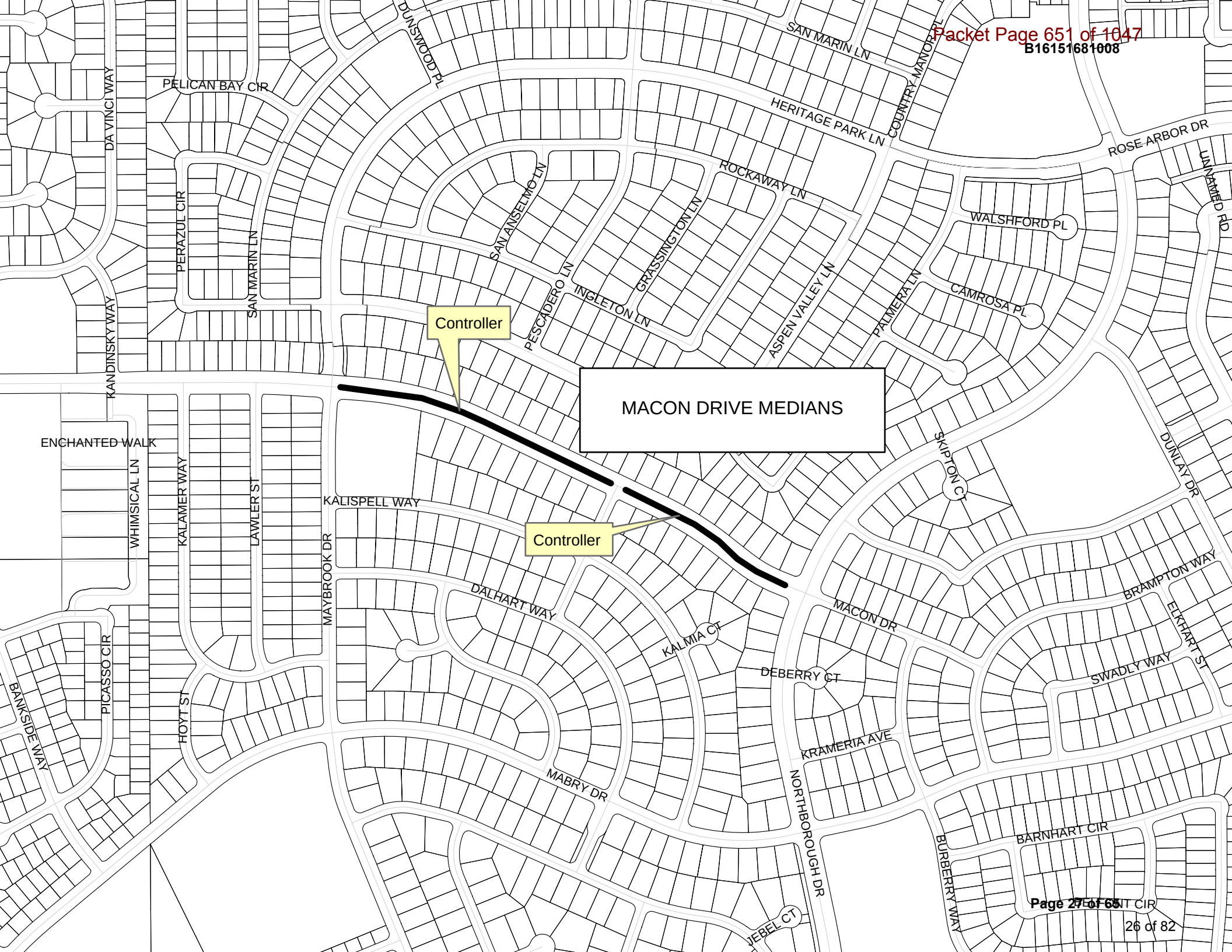

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MAINTENANCE PERFORMANCE SCHEDULE

SITE: MAYBROOK TREE WELLS SS#: 1980 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

4 TREES ON EAST SIDE AND 2 TREES ON THE WEST SIDE OF MAYBROOK DRIVE BETWEEN MABRY AND CLUB CENTER DR.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									NO TURF
FERTILIZE									
MECHANICAL EDGE									**TREES**- ANY PROBLEMS SHALL
CHEMICAL EDGE									BE REPORTED TO STREETSCAPES TEAM
AERATE									FOR WORK SUBMITTED TO URBAN
									FORESTRY GROUP.
IRRIGATION SYSTEM									
CHECK									EACH TREE HAS IT'S OWN RP AND
ADJUST TIMING									BATTERY CONTROLLER IN VALVE BOXES
									WATER TIES INTO TREES ON W/SIDE OF STREET
GROUND COVER									
FERTILIZE									
PRUNE									
WINTER MOW									
SHRUBS									
PRUNE									
FERTILIZE									
CULTIVATE									
DEBRIS									
LEAF PICK-UP									REMOVE ANY DEBRIS FROM AROUND
LITTER AND OTHER DEBRIS PICK-UP									CURBS, AND CLEAN IN TREE WELLS WEEKLY
WEED CONTROL									
HAND WEEDING									HAND PULL WEEDS OVER 4"
PRE-EMERGENT/ POST-EMERGENT							**2**	X	USE POST EMERG WEEKLY
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									

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MAINTENANCE PERFORMANCE SCHEDULE

SITE: NATOMAS PARK COMMONS SS#: 6723 AREA SIZE: 6,490 SQ FT. 0.15 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

NORTHSIDE OF CLUB CENTER JUST WEST OF MAYBROOK INCLUDES 2 TREES ON MAYBROOK N.WEST OF LANDSCAPE

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									TO BE MAINTAINED IN A NEAT AND
									HEALTHY APPEARANCE
TURF									
MOW									NO TURF
FERTILIZE									
MECHANICAL EDGE									**TREES**- ANY PROBLEMS SHALL
CHEMICAL EDGE									BE REPORTED TO STREETSCAPES TEAM
AERATE									FOR WORK SUBMITTED TO URBAN
									FORESTRY GROUP.
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
GROUND COVER									
FERTILIZE							**2**		KEEP GROUNDCOVER CLEARED AROUND
PRUNE							**6**		DOWN TO 1'FT CLEARANCE FOR GOOD
WINTER MOW									COVERAGE AROUND SPRINKLER HEAD
									CLEARNED AND PRUNE BACK FROM WALK
SHRUBS									
PRUNE							**6**		
FERTILIZE							**2**		
CULTIVATE									**WALL VINE** TO BE KEPT AT A MINIMUM
									12" BELOW THE TOP OF WALL LINE.
DEBRIS									
LEAF PICK-UP									KEEP CURBS WEED AND DEBRIS FREE
LITTER AND OTHER DEBRIS PICK-UP									FROM EXPANSION JOINT TO WALL
WEED CONTROL									
HAND WEEDING									HAND PULL WEEDS 4" OR MORE
PRE-EMERGENT/ POST-EMERGENT							**2**	X	SPRAY POST EMERG WEEKLY - USE DYE
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									

NATOMAS PARK COMMONS
6,490 SQ. FT.
Calsense Hub @ East Commerce -Hamptons
LAWLER ST
PICASSO CIR
HOYT ST
MABRY DR
ALPENA ST
KALMIA CT
DEBERRY CT
KRAMERIA AVE
KALISPELL WAY
DALHART WAY
NORTHBOROUGH DR
BURBERRY WAY
ROCKMONT CIR
BRONCO CREEK WAY
KNOTTY PINE WAY
WASHOE ST
TRYSAIL WAY
PORTAGE WAY
BOWDEN SQUARE WAY
KANKAKEE DR
CLUB CENTER DR
LONGBOAT KEY WAY
HAMPTON FALLS WAY
MASTERSON CT
PORT HENLEY CT
BASCOM CT
BRYNMAR CT
SERENATA WAY
EASTBROOK WAY
BANDERAS WAY
ALAZAR CT
MAYBROOK DR
ALDERBERRY WAY
DALEHURST CT
BROOKMERE WAY
FULBRIGHT WAY
ALLARD CT
SEA GLASS WAY
MORNING BIRD WAY
HARBOR COVE WAY
DIORITE WAY
CANTARA CT
CANTARA WAY
GORHAM WAY
MERRIVALE WAY
BABCOCK WAY

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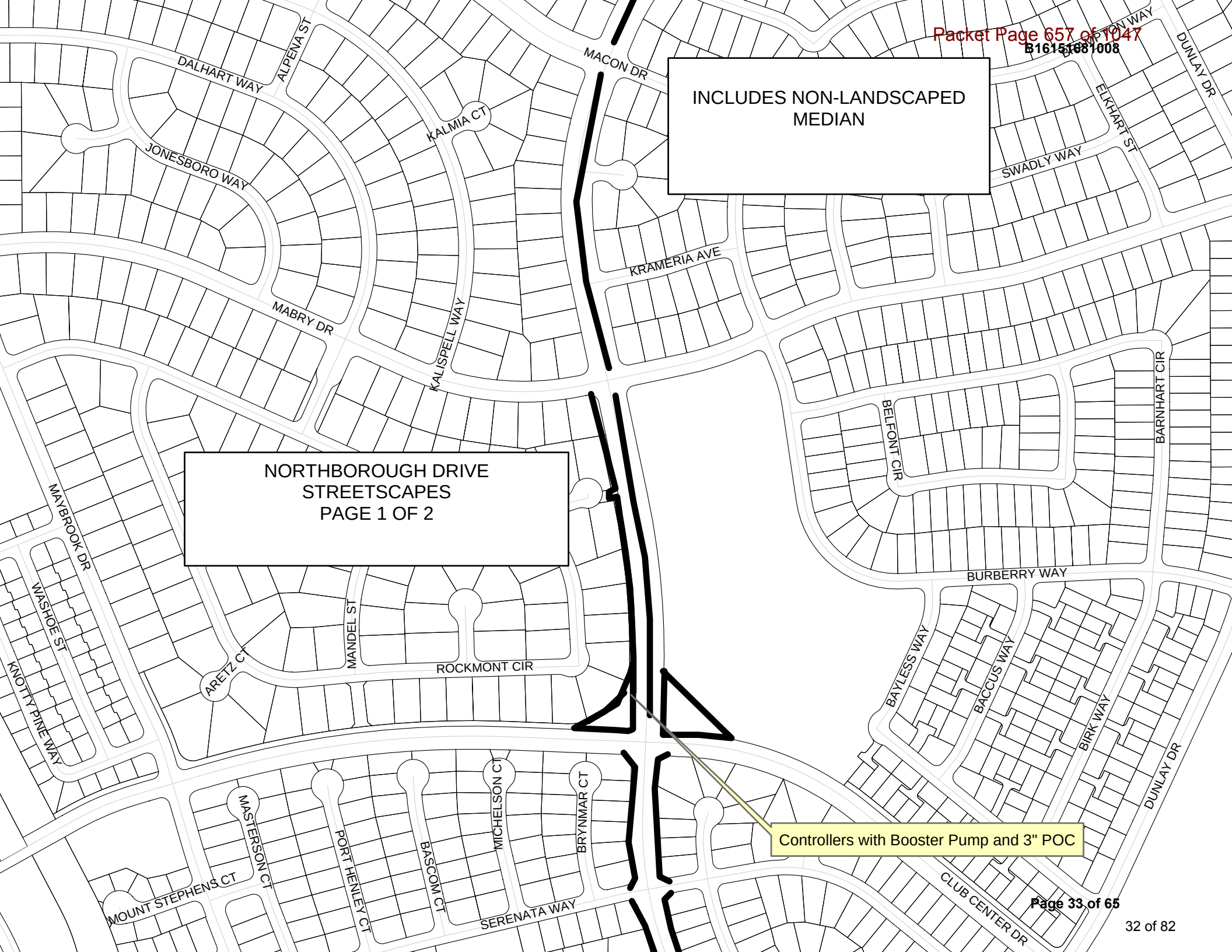
MAINTENANCE PERFORMANCE SCHEDULE

SITE: **NORTHBOROUGH DRIVE** SS#: 1940 AREA SIZE: 97,735 SQ FT. 2.24 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

NORTHBOROUGH DR. BOTH SIDES OF STREET FROM NORTHPARK TO MABRY. (EXCLUDES PARK FRONTAGE) AND MEDIANS FROM CLUB CENTER TO MACON DR.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									
FERTILIZE							**6**		
MECHANICAL EDGE									**TREES**- ANY PROBLEMS SHALL
CHEMICAL EDGE								X	BE REPORTED TO STREETSCAPES TEAM
AERATE							**3**		FOR WORK SUBMITTED TO URBAN
									FORESTRY GROUP.
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
									ADJUSTMENTS TO TIMERS IS ON-GOING
GROUND COVER									
FERTILIZE							**2**		GROUNDCOVER SHALL NOT EXCEED
PRUNE							**6**		HEIGHTH OVER SPRAY NOZZLES HEADS
WINTER MOW									KEEP A CLEAR EDGE FROM SIDEWALK
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUNE, AUG, OCT, DEC
FERTILIZE							**2**		SUBMIT SCHEDULE
CULTIVATE									**WALL VINE** TO BE KEPT AT A MINIMUM
									12" BELOW THE TOP OF WALL LINE.
DEBRIS									
LEAF PICK-UP									KEEP ALL LEAVES AND DEBRIS FROM
LITTER AND OTHER DEBRIS PICK-UP									ACCUMULATING ALONG CURBS AND
									TURN POCKETS, REMOVE LEAF DEBRIS
									UNDER SHRUBS, ETC.
WEED CONTROL									
HAND WEEDING									HAND PULL WEEDS OVER 4" REQUIRED
PRE-EMERGENT/ POST-EMERGENT							**2**	X	SUBMIT SCHEDULE
									POST EMERGENCE IS WEEKLY- USE DYE
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
Home at N/E/C on North Park shall have wall vine on 4 ft wall allowed to grow evenly and confined over wall- not to grow on pillar endcap.									


INCLUDES NON-LANDSCAPED MEDIAN
NORTHBOROUGH DRIVE STREETSCAPES PAGE 1 OF 2
Controllers with Booster Pump and 3" POC
DALHART WAY
ALPENA ST
MACON DR
KALMIA CT
JONESBORO WAY
KRAMERIA AVE
MABRY DR
KALISPELL WAY
SWADLY WAY
ELKHART ST
DUNLAY DR
BELFONT CIR
BARNHART CIR
BURBERRY WAY
MAYBROOK DR
WASHOE ST
KNOTTY PINE WAY
MANDEL ST
ARETZ CT
ROCKMONT CIR
BAYLESS WAY
BACCUS WAY
BIRK WAY
MASTERSON CT
PORT HENLEY CT
BASCOM CT
MICHELSON CT
BRYNMAR CT
MOUNT STEPHENS CT
SERENATA WAY
CLUB CENTER DR

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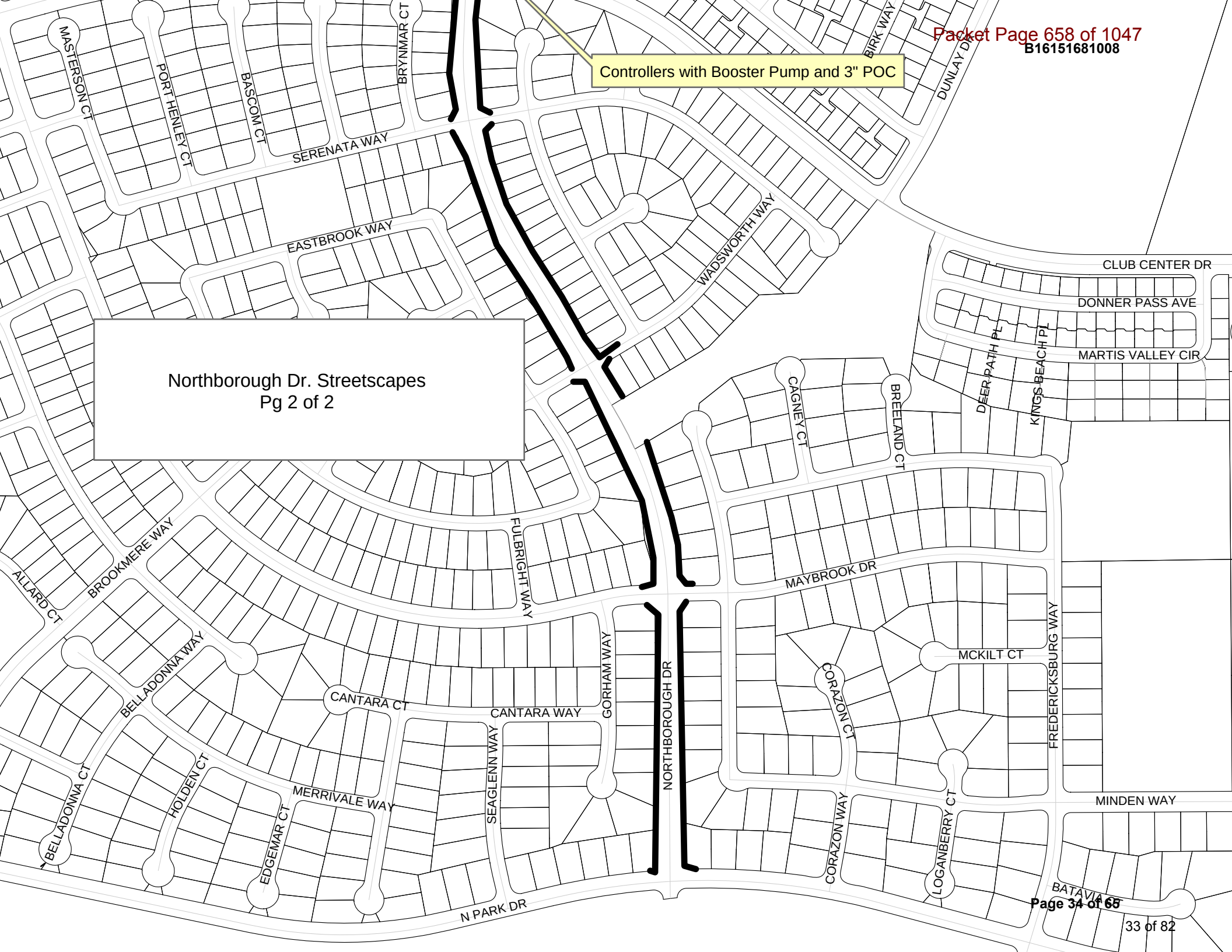

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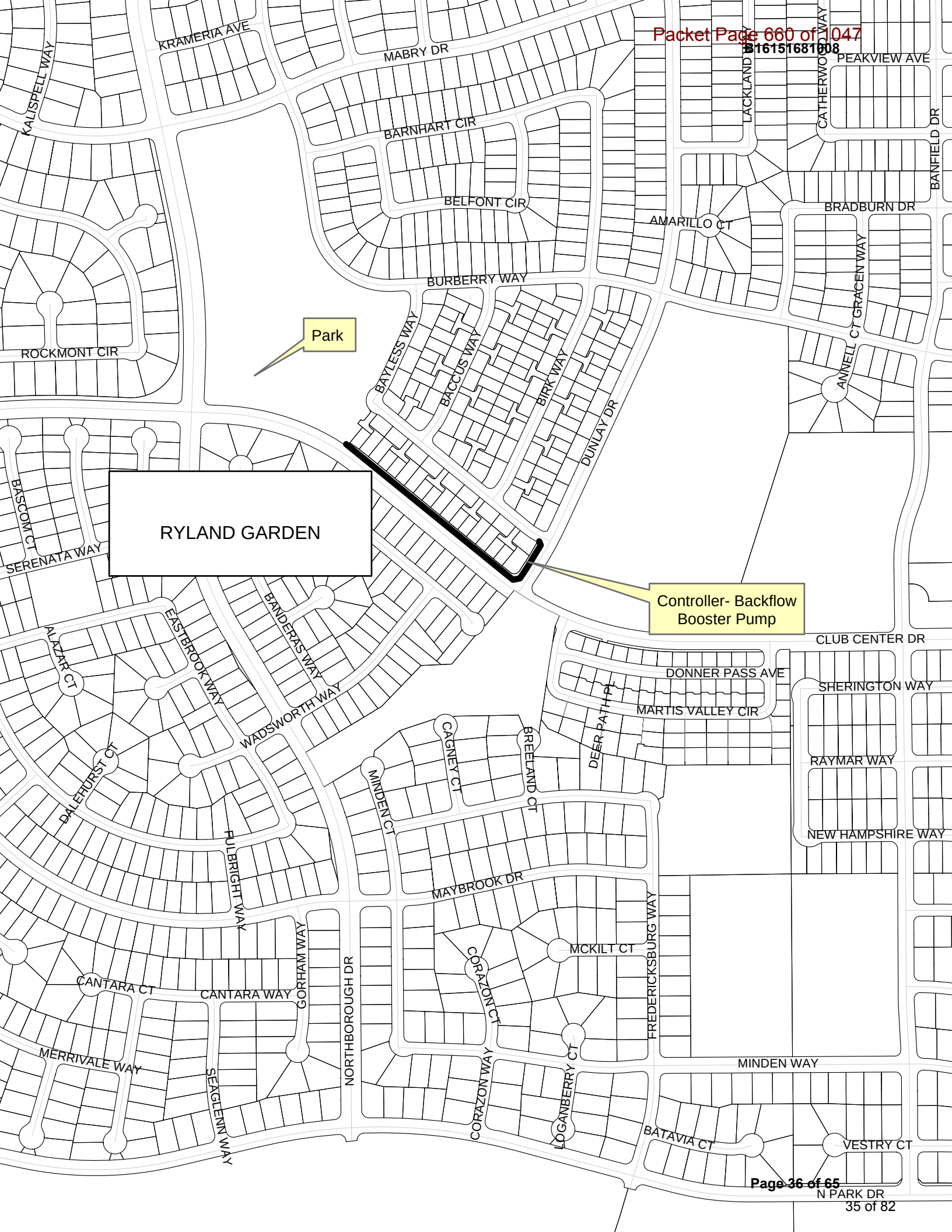
MAINTENANCE PERFORMANCE SCHEDULE

SITE: RYLAND GARDEN SS#: 1960 AREA SIZE: 12,805 SQ FT. 0.3 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

STARTS AT BAYLESS WAY AND DUNLAY DR. AND CONTINUES WEST ON CLUB CENTER TO THE PARK. INCLUDES FROM GUTTER TO WALL

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									NO TURF
FERTILIZE									
MECHANICAL EDGE									**TREES**- ANY PROBLEMS SHALL
CHEMICAL EDGE									BE REPORTED TO STREETSCAPES TEAM
AERATE									FOR WORK SUBMITTED TO URBAN
									FORESTRY GROUP.
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
GROUND COVER									
FERTILIZE							**2**		
PRUNE							**6**		FEB, APRIL, JUNE, AUG, OCT, DEC
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUNE, AUG, OCT, DEC
FERTILIZE							**2**		
CULTIVATE									**WALL VINE** TO BE KEPT AT A MINIMUM
									12" BELOW THE TOP OF WALL LINE.
DEBRIS									
LEAF PICK-UP									REMOVE ALL LEAVES AND DEBRIS FROM
LITTER AND OTHER DEBRIS PICK-UP									UNDER SHRUBS AND BACK OF WALL
WEED CONTROL									
HAND WEEDING									HAND PULL WEEDS OVER 4"
PRE-EMERGENT/ POST-EMERGENT							**2**	X	FEB, JUN- SUBMIT SCHEDULE
									POST EMERG. USE WEEKLY- WITH DYE
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									


KRAMERIA AVE
MABRY DR
KALISPELL WAY
BARNHART CIR
BELFONT CIR
BURBERRY WAY
LACKLAND WAY
CATHERWOOD WAY
PEAKVIEW AVE
BANFIELD DR
BRADBURN DR
AMARILLO CT
GRACEN WAY
ANNELL CT
ROCKMONT CIR
Park
BAYLESS WAY
BACCUS WAY
BIRK WAY
DUNLAY DR
RYLAND GARDEN
BASCOM CT
SERENATA WAY
Controller- Backflow Booster Pump
CLUB CENTER DR
DONNER PASS AVE
SHERINGTON WAY
MARTIS VALLEY CIR
DEER PATH PL
RAYMAR WAY
NEW HAMPSHIRE WAY
ALAZAR CT
EASTBROOK WAY
BANDERAS WAY
WADSWORTH WAY
DALEHURST CT
FULBRIGHT WAY
MINDEN CT
CAGNEY CT
BREELAND CT
MAYBROOK DR
MCKILT CT
FREDERICKSBURG WAY
CORAZON CT
GORHAM WAY
NORTHBOROUGH DR
CANTARA CT
CANTARA WAY
MERRIVALE WAY
SEAGLENN WAY
CORAZON WAY
LOGANBERRY CT
MINDEN WAY
BATAVIA CT
VESTRY CT
N PARK DR

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MAINTENANCE PERFORMANCE SCHEDULE

SITE: WEST NORTHPARK DRIVE SS#: 1930 AREA SIZE: 7,830 SQ FT. 1.8 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

NORTH SIDE OF NORTHPARK DR. BETWEEN SEA GLEN AND BROOKMERE WAY

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									INCLUDES INLETS INTO NEIGHBORHOOD
									KEEP ALL PLANTS CONTAINED IN PLANTERS
TURF									
MOW									NO TURF
FERTILIZE									
MECHANICAL EDGE									**TREES**- ANY PROBLEMS SHALL
CHEMICAL EDGE									BE REPORTED TO STREETSCAPES TEAM
AERATE									FOR WORK SUBMITTED TO URBAN
									FORESTRY GROUP.
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
									ADJUSTING TIMER IS ON GOING
GROUND COVER									
FERTILIZE							**2**		GROUNDCOVER SHALL BE PRUNED DOWN
PRUNE							**6**		TO A EVEN HEIGHT AND NOT ALLOWED
WINTER MOW									GROW ABOVE SPRINKLER HEADS FOR
									BEST COVERAGE.
SHRUBS									
PRUNE							**6**		FEB, MARCH, APRIL, JUNE, AUG, OCT, DEC
FERTILIZE							**2**		
CULTIVATE									**WALL VINE** TO BE KEPT AT A MINIMUM
									12" BELOW THE TOP OF WALL LINE.
DEBRIS									
LEAF PICK-UP									DO NOT ALLOW DEBRIS TO ACCUMULATE
LITTER AND OTHER DEBRIS PICK-UP									ALONG CURBS
WEED CONTROL									
HAND WEEDING									HAND PULL WEEDS OVER 4"
PRE-EMERGENT/ POST-EMERGENT							**2**	X	USE POST EMGERG WEEKLY WITH DYE
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
GROUNDCOVER SHALL BE MAINTAINED TO 12" IN. TO 24"INCHES. GROUNDCOVER SHALL HAVE A HARD PRUNE IN FALL TO BE BROUGHT DOWN TO A MANAGEABLE HEIGHT.									

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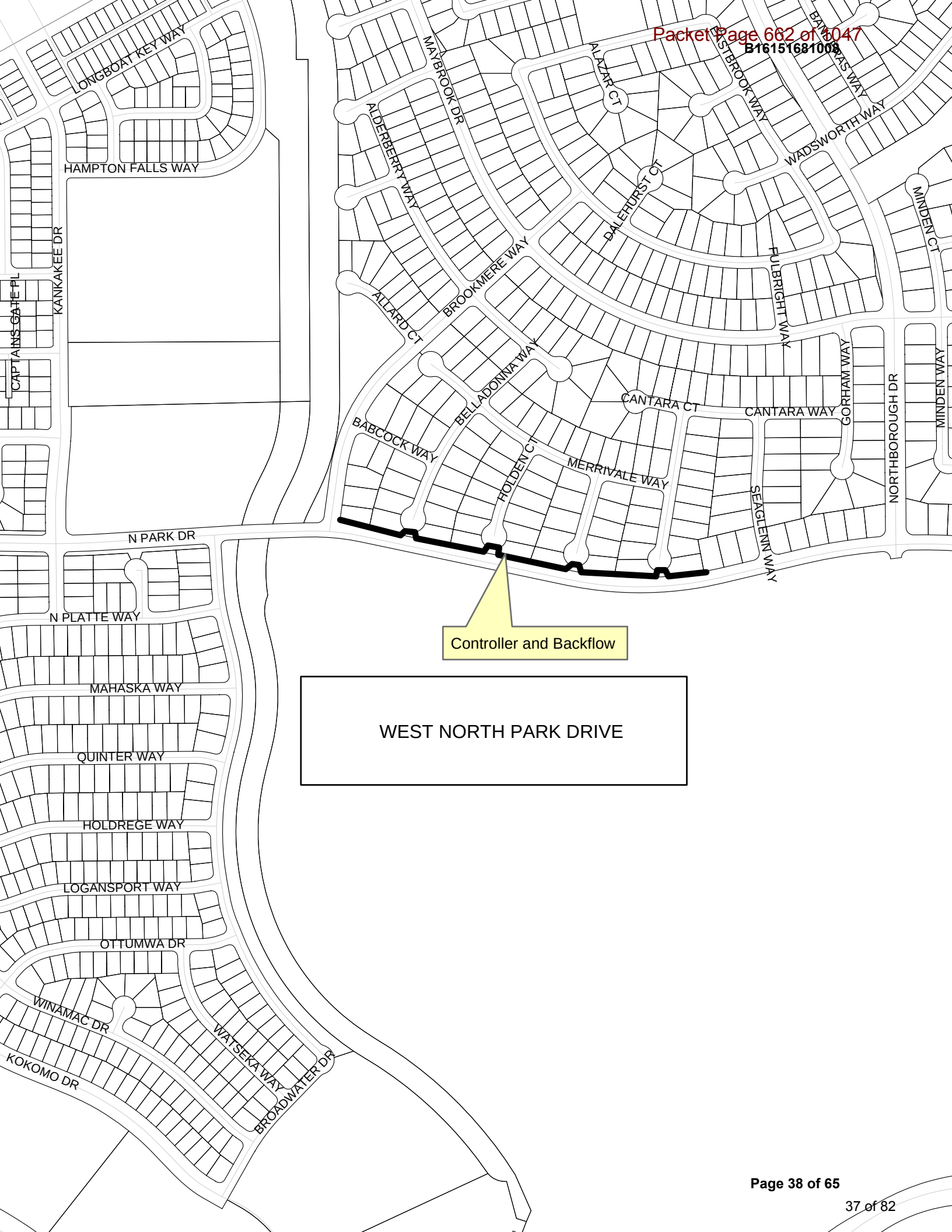


LANDSCAPE PRACTICES FOR SUSTAINABILITY

Contractors providing landscape maintenance service for the City are encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, plant material-cycling, low water volume irrigation, composting and use of mulch and compost.

All irrigation shall be in compliance with the City Water Ordinance, see Attachment A6 in LS10, for a copy of the ordinance.

Lawn mowing shall be done to a minimum height of two (2) inches, using a mulching type mower.

Bark mulch maybe supplied by the City's Urban Forest from their operations. In this case, the Contractor shall provide the labor only for possible pick up, delivery and spreading of the mulch.

Whenever possible, debris as a result of plant material clean up, weed removal or pruning shall be taken to a recyclable green waste facility.

Replacement plants for existing areas; Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred

STANDARD WATER QUALITY SPECIFICATIONS

Water Quality Control

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City.

1. Dust Control

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust **without causing sediment, debris or litter to enter the City storm drain system**.

2. Erosion, Sediment, and Pollution Control

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

1. Filter Bags in and Gravel bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.
2. Covering of material piles and/or gravel berm (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.
5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

   Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

   The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

6. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

7. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

8. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

9. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system . If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.

10. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, *(Note to project manager: section number may vary. Revise as needed.)* per Section I, Review of Contractor's Information, of these Special Provisions. The

submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer**. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

3. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.
Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.20 CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION

12.20.010 Definitions.

The following terms used in this chapter shall have the meanings set forth below:

"City working hours" means 7:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Director" means the director of public works or utilities departments of the city of Sacramento or his or her authorized representative(s).

"Emergency repairs" means repairs to a utility facility located in or adjacent to a primary city street that must be performed immediately when the necessity arises to safeguard life or property or maintain continued operation of the facility.

"Facility" means a marked or otherwise identified underground or existing above-ground improvement or structure.

"Known facility" means any facility that can be observed visually, is marked correctly in the field or is shown correctly on any contract, plan or permit document.

"Person" means any person, firm, company or governmental agency, including any person performing work under a contract between the person and the city.

"Public Easement" means any easement or right-of-way owned or controlled by a public agency or by a public utility.

"Traffic engineering services office" means the office responsible for providing traffic engineering services for the public works department of the city of Sacramento, 1000 I Street, Suite 170, Sacramento, CA., phone (916) 264-5307, fax (916) 264-8404.

"Work" means all work performed under a notice to proceed for a private development project, a capital improvement project or other contract with the city or for which a revocable permit, encroachment or excavation permit or temporary street closure permit is required. Work also means all work performed without one or more of the aforementioned permits or authorizations, but for which one or more of the aforementioned permits or authorizations are required. (Ord. 2002-004 § 1, 2002; Ord. 98-002 § 2 (part): prior code § 25.04.069)

12.20.020 Closure of streets for work—Traffic control plan.

A. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a city street unless a traffic control plan has been approved by the director.

B. Emergency repairs that obstruct vehicular or pedestrian traffic on a city street, shall be reported to the traffic engineering services office not later than one hour after the need for the emergency repairs is determined. If the emergency repairs obstruct vehicular or

pedestrian traffic on a city street outside of city working hours, the city traffic engineering services office shall be notified of the closure or obstruction not later than nine a.m. on the next working day.

C. All work requiring a traffic control plan shall conform to the conditions and requirements of the approved plan.

D. Where a traffic control plan is required, the approved plan must be available at the site for inspection by the director during all work.

E. If the director determines that actual traffic conditions under the approved plan are hazardous to public safety, the director may require the plan to be immediately modified. If the hazardous conditions cannot be eliminated by plan modification the director may require work under the plan to be stopped, and the plan suspended, until the safety hazard is remedied. (Ord. 2002-004 § 2, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-1)

12.20.030 Traffic control plan—Requirements.

A. Application. Before approving a traffic control plan, the director shall require a written submission of a proposed traffic control plan that includes the following information:

1. The name and business address of the applicant.

2. A diagram showing the location of the proposed work area.

3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.

4. A diagram showing the placement of traffic control devices necessary to perform the work.

5. The proposed phases of traffic control.

6. The time periods when the traffic control will be in effect.

7. The time periods when work will prohibit access to private property from a public right-of-way.

8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.

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

B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.

C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to

have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work. (Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-2)

12.20.040 Maintenance of construction areas.

A. No person performing work shall cause any public right-of-way, public street, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Public rights-of-way, public streets, public property and public easements affected by work must be cleaned to the satisfaction of the director prior to re-opening these areas to the public.

B. Trench plates shall not be utilized for more than three calendar days in one location and temporary surfacing shall not be utilized for more than five calendar days in one location without prior written approval of director. (Ord. 2002-004 § 4, 2002)

12.20.050 Repair of traffic control systems.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the director. (Ord. 2002-004 § 5, 2002)

12.20.060 Care of existing known facilities.

All persons performing work shall take reasonable precautions not to damage or destroy existing known facilities. (Ord. 2002-004 § 6, 2002)

12.20.070 Public notification of work.

All persons performing work shall conform to any public notification requirements included in the permit, contract documents, or approved plans. If notification is required, at a minimum, persons performing work shall notify residents and businesses immediately adjacent to the project work in writing two working days in advance of beginning work. The notice shall be approved by the director, shall describe the work to be performed, the anticipated duration of construction, and the name and daytime telephone number of the person performing the work. (Ord. 2002-004 § 7, 2002)

12.20.080 Violation—Administrative penalties.

A. Administrative Penalties. The director may issue an order imposing an administrative penalty to any person violating any provision of this chapter.

1. Notwithstanding any contrary provision of this code, each day a violation of the following code provisions occurs shall constitute a separate violation, and shall be subject to a separate penalty:

a. Section 12.20.020(B).

b. Section 12.20.020(D).

c. Section 12.20.040.

d. Section 12.20.050.

e. Section 12.20.060.

f. Section 12.20.070.

2. Notwithstanding any contrary provision of this code, each fifteen (15) minute period that a violation of the following code provisions occurs shall constitute a separate violation, and a separate administrative penalty may be imposed for each violation:

a. Section 12.20.020(A).

b. Section 12.20.020(C).

3. The administrative penalty for each violation of any provision of this chapter shall be one thousand dollars ($1,000.00). Violations of a specific section of this chapter by the same person occurring during the same work but located in different blocks or located in the same block but occurring on different days or at different times on the same day shall constitute separate violations for which separate administrative penalty orders may be issued.

4. If a person performing work under a contract between the person and the city violates any provision of this chapter, the city may deduct the amount of any administrative penalties imposed hereunder from any funds otherwise payable to the person under the contract.

5. In addition to the aforementioned penalties, the city may withhold issuance of permits for encroachment or excavation in a city street (issued pursuant to Chapter 3.76 or Chapter 12.12 of this code) to any person receiving a final administrative penalty order for a violation of any specific provision of this chapter three times within a two year period; the city may withhold issuance of permits for a period of not longer than two years after said administrative penalty orders are final. Multiple administrative penalty orders issued for continuing violations occurring on the same calendar day shall be considered one administrative penalty order for purposes of this section.

B. Imposition of the Administrative Penalties. The administrative penalty order shall be imposed in accordance with the provisions of Section 1.28.010 of this code, and shall contain the following:

1. The name and address of the violating party, if known;

2. The location, date and time of the violation;

3. A description of the act(s) or condition(s) violating this chapter;

4. The amount of the administrative penalty, with instructions for submitting payment to the city;

5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written

notice of appeal with the city clerk no later than twenty (20) days after the order is issued to the violator;

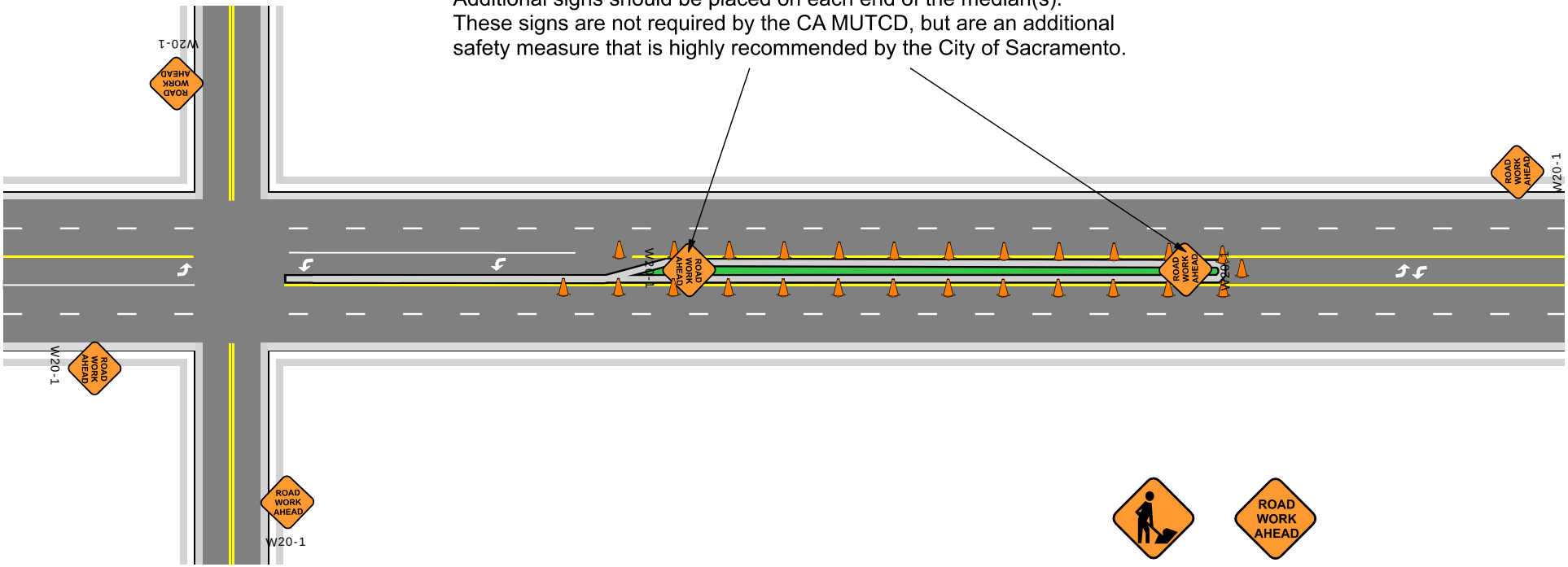
6. A statement indicating that the order imposing the administrative penalty shall be final if it is not appealed within the time required;

7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

www.invarion.com
B16151681008

THIS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY

Additional signs should be placed on each end of the median(s).
These signs are not required by the CA MUTCD, but are an additional safety measure that is highly recommended by the City of Sacramento.



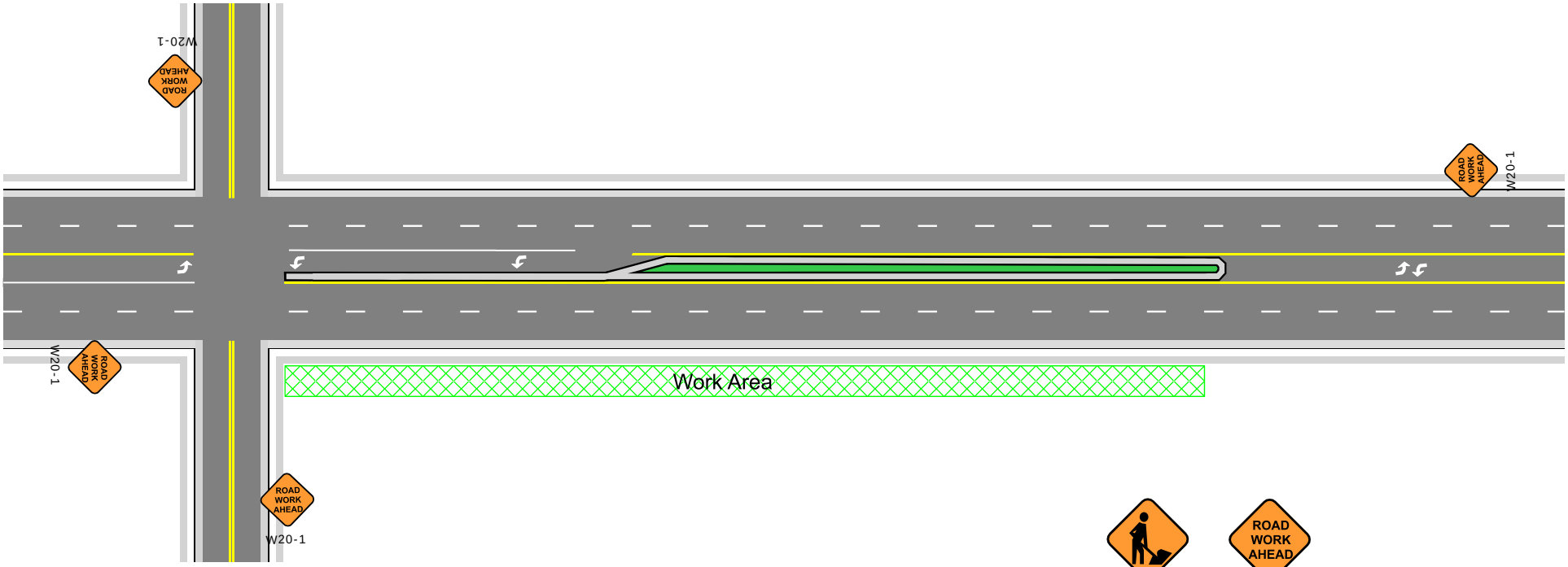
W21-1a W20-1

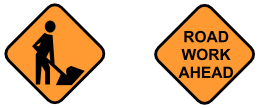
Either sign sign is acceptable.

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON MEDIANS
	Comments: Typical temporary traffic control placement for streetscape maintenance work on medians, with no lane closure. Placement of cones must preserve a minimum lane width of at least 10 feet. All work must be contained to median, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

THIS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY

THIS IS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY





W21-1a W20-1

Either sign sign is acceptable.

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON SIDE OF ROAD
	Comments: Typical temporary traffic control placement for streetscape maintenance work on side of road, with no lane closure. All work must be contained to side of road, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $_____57,050.00_____.

2. **Billable Rates.**

   CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

PW Maintenance Services
5730 24th Street, Bldg. 9
Sacramento CA 95822

Attn: Loretta DuPriest

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, 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.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

B16151681008

PRICING SCHEDULE
City of Sacramento
Northborough Streetscapes Maintenance

This bid is for ALL nine (9) site locations on the attached performance schedules. All columns must be completed correctly for the bid to be considered responsive. The contract term is for one (1) year with the option to extend for one (1) additional year. The City reserves the right to add or delete locations to the scope of the work during the contract term.

LINE ITEM	LOCATION	FIRST YEAR SCHEDULED MAINTENANCE			SECOND YEAR SCHEDULED MAINTENANCE		
		MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE
1	CLUB CENTER @ NORTHBOROUGH	1,000	12	12,000	1,000	12	12,000
2	CREEKSIDE 1 & 2	500	12	6,000	500	12	6,000
3	DALHART WAY	300	12	3,600	300	12	3,600
4	MACON DRIVE MEDIANS	200	12	2,400	200	12	2,400
5	MAYBROOK TREE WELLS	100	12	1,200	100	12	1,200
6	NATOMAS PARK COMMONS	200	12	2,400	200	12	2,400
7	NORTHBOROUGH DRIVE	800	12	9,600	800	12	9,600
8	RYLAND GARDEN	500	12	6,000	500	12	6,000
9	WEST NORTH PARK DRIVE	400	12	4,800	400	12	4,800

TOTAL OF YEARLY SCHEDULED MAINTENANCE PRICES (*Sum of yearly prices for all locations, above*)	FIRST YEAR SCHEDULED MAINTENANCE SUBTOTAL	48,000	SECOND YEAR SCHEDULED MAINTENANCE SUBTOTAL	48,000
REPAIR CREW RATES (*From total calculated on page "Repair Crew Rates"*)	CREW RATES TOTAL	9,050	CREW RATES TOTAL	9,050
YEARLY TOTAL (*Sum of Maintenance Subtotal and Repair Crew Rates, above*)	**FIRST YEAR TOTAL**	57,050	**SECOND YEAR TOTAL**	57,050

BID TOTAL (*Sum of First and Second Year Totals*) 114,100

COMPANY:	SIGNATURE:	DATE:
Valley Landscape		4-15-15

REPAIR CREW RATES
City of Sacramento Streetscapes

Contractor is to furnish the City of Sacramento hourly rates for repairs and maintenance work, in accordance with the following specifications and provisions.

All repair work shall have prior written authorization from the City on form issued upon award. Repair work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City. The amount of time each repair job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether repair work will be furnished by the Contractor providing contract services in the same area. Should repair work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete repairs.

The hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markup. Invoices are to be provided upon request.

Item #1 – **GENERAL GARDENING CREW RATE** **(TWO PERSON CREW)**

Provide general gardening services, as required, i.e. plant and special cleanups, pruning and work as such. $ 40 per hour

Item #2 – **SPECIALTY IRRIGATION RATE** **(IRRIGATION TECHNICIAN ONLY)**

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one and a half (½) times of the General Gardening Crew Rate will be used. **Helper rate must be pre Authorized by Inspector.** $ 60 per hour

Item #3 – **EMERGENCY RESPONSE**

In the event and immediate response is required outside normal working hours of 7:30am to 4pm, Monday to Friday, the Streetscapes inspector may authorize an Emergency PER CALL RATE OF NOT TO EXCEED ONE AND ONE HALF (1 ½) TIMES THE HOURLY SPECIALTY IRRIGATION RATE.

#4 – **PERCENTAGE MARKUP ON MATERIALS**

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS. 15 %

BID CALCULATION FOR REPAIR CREW RATES: Use the crew rates and material markup rate offered, above, to calculate the evaluation bid amount, below. *The estimated hours and dollar amount shown above are for bid evaluation purposes only and do not represent what the bidder may or may not earn if awarded the contract.*

General Gardening Crew Rate(*Item # 1)* x 80 hours = $ 3200
Specialty Irrigation Rate (*Item # 2*) x 80 hours = $ 4800
Materials Markup (*Item # 4)* x $7,000 = $ 1050 *(amount of mark up only)*

(TOTAL) $ 9,050

ENTER ABOVE TOTAL ON THE MAINTENANCE PRICING SCHEDULE PAGE WHERE INDICATED
8/11/14

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

✓ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor**.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, 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, 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 this Agreement by 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 any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: 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 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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 Services provided by CONTRACTOR under this Agreement. 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 Agreement.

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, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and 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. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and 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 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative 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 Agreement, 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 Agreement 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 Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions 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 CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. 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 Contract or 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 Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of $100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is $100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS $100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.[1]

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.[2]

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[1] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

[2] A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

> **This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at **www.cityofsacramento.org**.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (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 $100,000.00. 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 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 permits 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 or 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, 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, 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 "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (Sacramento City Code Section 3.54).

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

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

The included employee benefits are:

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

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

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

You May . . .

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

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- 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

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ 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.

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B16151681008

FOR SERVICES/SUPPLIES: _____

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: VALLEY LANDSCAPES

ADDRESS: 4325B ORANGE GROVE AVE SACAMENTO, CA 95841

PHONE #: 916-487-1166 FAX #: 916-487-0116 E-MAIL: Valleylandscapes4@gmail.com

STATE TAX I.D. #: 4486046-4 FED. TAX I.D. #: 68-0425221

City of Sacramento Business Operation Tax Certificate #: 110364
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY *(check one)*: X Individual/Sole Proprietor ____ Partnership
____ Corporation ____ Limited Liability Company
____ Other (*please specify:* _____)

BY: (signature of authorized person) _____

PRINT NAME: Tom Tebo

TITLE: owner

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

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 A CONTRACT, 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: Valley Landscapes

BY: Joshua Talra owner **Date:** 9/11/15
Signature **Title**

Effects of violations: a. Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

F. ITEMS REQUIRING BIDDER RESPONSE

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 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.

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

[X] **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*:

- *VALLEY LANDSCAPES* _____
  4325B ORANGE GROVE AVE
- *SACAMENTO, CA 95841* _____

_____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No [X]

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

Landscape Maintenance Contractors Licenses, Certificates and Registration Requirements

Bidder represents and warrants to the City of Sacramento that the following licenses, certificates and registrations are currently in force. All said documents will remain in force during the term of the resulting agreement with the City; failure to maintain will result in suspension or possibly termination of contract. ***A copy of each document listed below must be submitted with this Bid.***

LICENSES/CERTIFICATES/REGISTRATION	DOCUMENT #	EXPIRATION DATE
• FEDERAL ID # *(Copy not required)*	68-0425221	N/A
• STATE ID # *(Copy not required)*	44869460-4	N/A
• STATE OF CALIFORNIA C27 LICENSE	796314	6-30-17
• CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	110364	12/3/15
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	31835	12/31/15
• STATE OF CALIFORNIA APPLICATOR LICENSE *or* CERTIFICATE	100413	12/31/16
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	3614000	12/31/15
• STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION	1000011137	2016

I DECLARE UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT:

CONTRACTOR: Jason Tabor (SIGNATURE) — Valley Landscapes (NAME OF FIRM)

PRINT NAME: Jason Tabor

TITLE: owner

ADDRESS: VALLEY LANDSCAPES 4325B ORANGE GROVE AVE SACAMENTO, CA 95841

CITY, STATE:

DATE: 9/11/15

CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

The Contractor, by accepting this contract, agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications provided in this solicitation, and/or Purchase Order, in support of its Sustainable purchasing (SP) initiative.

The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in the City of Sacramento Landscape Maintenance Specifications and Provisions, referred to as LS14.

The City of Sacramento may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SP attributes required under this contract.

Certification

I, Jason Tabor (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum SP/EPP attributes outlined in the Agreement, solicitation's specifications and Valleylandscape's bid or proposal.

Name of Contractor/Bidder/Offeror: VALLEY LANDSCAPES

Address: 4325B ORANGE GROVE AVE SACAMENTO, CA 95841

PO/Bid/Contract # B16151681008

Print name and Signature of Bidder or Offeror

Jason Tabor Jason Tabor

Date: 9/11/15

STANDARD WATER QUALITY SPECIFICATIONS
and
ADMINISTRATIVE PENALTIES ORDINANCE
FOR ADVANCE WARNING SIGNAGE

NOTE: ***Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.***

Name of Contractor: VALLEY LANDSCAPES

Address: 4325B ORANGE GROVE AVE SACAMENTO, CA 95841

Name of City Contract: Northborough Streetscapes

Contracting Department: Public Works

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

1. I have read and understand the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of Landscape Maintenance services under a City contract.

2. As a condition of receiving the City contract, I agree to fully comply with the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE.

3. I acknowledge and agree that the STANDARD WATER QUALITY SPECIFICATIONS, the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE, and this Declaration shall constitute part of my City contract.

4. I further acknowledge and agree that any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.

5. I will 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 STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE by me or by any subcontractor retained to perform work or provide services under my City contract.

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

Signature of Authorized Representative

Date: 8/1/16

Print name: Jason Tidel

Title: Owner

17

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00908

Title: Contract: Freeport Streetscapes Maintenance Services

Location: Districts 4 and 5

Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Freeport Streetscapes to Roush Landscape Services for an amount not to exceed $54,200 and option to extend the agreement for an additional one-year period, with the total amount of the agreement, including the optional extension, not to exceed $108,400.

Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Maintenance Services Division

Dept ID: 15001611

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
10/14/2015 12:54:37 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/7/2015 6:48:51 AM

Description/Analysis

Issue: The Maintenance Services Division of the Department of Public Works has an ongoing need to maintain the landscaping along the transportation corridors within the City of Sacramento. Invitation for Bid B16151681016 was issued for maintenance of the Freeport Streetscapes. City Council approval is necessary to award a non-professional services agreement to Roush Landscape Services.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services, and AP-4101 - Procurement of Non-Professional Services.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under CEQA guidelines, continuing administrative or maintenance activities do not constitute a project and are therefore exempt from review.

Sustainability Considerations: The streetscape maintenance services purchased under this contract will support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. Further, maintenance of streetscapes contributes to the quality of life by promoting "greening" within the City.

Rationale for Recommendation: Roush Landscape Services is the lowest responsive and responsible bidder in response to Invitation for Bid B16151681016.

Bidder	***Bid Total***	***LBE***
Roush Landscape	$108,400.00	Yes
New Image Landscape	$128,220.00	Yes
Crossroads Facilities	$188,900.94	Yes
Parker Landscape	Non-Responsive	Yes
Fresh Cut Concepts	Non-Responsive	No

Financial Considerations: Streetscape maintenance is funded out of the department's Streetscape Maintenance operating budget. Streetscape maintenance contracts are primarily funded by fees from the Citywide Landscaping & Lighting (L&L) District and 15 special districts. Maintenance of the Freeport Streetscapes is funded by the Neighborhood Landscaping District (15%) and L&L (85%). There are no General Funds planned for these services.

There is sufficient funding available in the operating budget to support the projected maintenance requirements for Fiscal Year 2015/16. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

Local Business Enterprise (LBE): Roush Landscape Services is a Local Business Enterprise.

Background

In September 2015, Invitation for Bid B16151681016 was issued to procure streetscape maintenance services for the Freeport Streetscapes. Three responsive bids were received. Two additional non-responsive bids were received due to the bidders not meeting submission requirements.

Based upon the results of that competitive solicitation, which may be found in the Bid Analysis below, staff recommends award of a one-year non-professional services agreement, with the option to extend for one additional year, to the lowest responsive and responsible bidder, Roush Landscape Services. The amount of the initial one-year agreement will not exceed $54,200. The total amount of the agreement, with optional one-year extension, will not exceed $108,400.

The total amount of the agreement, $108,400, includes $13,600 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. The amounts reflected as "Repair Crew Rates" in the Bid Analysis represent estimated totals established solely for evaluation purposes.

BID ANALYSIS

BID B16151681016 -- FREEPORT STREETSCAPES MAINTENANCE

Bid Item	ROUSH LANDSCAPE	NEW IMAGE LANDSCAPE	CROSSROADS FACILITIES	PARKER LANDSCAPE	FRESH CUT CONCEPTS
First Year	$47,400.00	$52,944.00	$85,136.27		
Second Year	47,400.00	53,976.00	87,264.67		
Repair Crew Rates	13,600.00	21,300.00	16,500.00		
Bid Total	**$108,400.00**	**$128,220.00**	**$188,900.94**		
LBE Preference	-5,420.00	-6,411.00	-9,445.05		
Prompt Pay Discount	$0.00	$0.00	$0.00		
Bid Evaluation Total	**$102,980.00**	**$121,809.00**	**$179,455.89**	**NON-RESPONSIVE**	**NON-RESPONSIVE**

PROJECT #:

PROJECT NAME: Freeport Streetscapes Maintenance

DEPARTMENT: Public Works

DIVISION: Maintenance Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of_____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Roush Landscape Services
9899 Stirling Park Drive
Sacramento CA 95827

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

   Invitation to Bid
   Instructions to Bidders
   ✓ Local Business Enterprise (LBE) Requirements
   ✓ Drug-Free Workplace Policy and Affidavit
   ✓ Declaration of Compliance (Equal Benefits Ordinance)
   ✓ Declaration of Compliance (Living Wage Ordinance)
   ✓ Contractor's Bid Proposal Form
   ✓ Workers' Compensation Certificate
   ✓ Certificate(s) of Insurance
   ✓ Technical Specifications

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name: Jerry Way

Title: Director of Public Works
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Living Wage Requirements
Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

Roush landscape
NAME OF FIRM

94 - 2638946
Federal I.D. No.

275 - 4770 - 2
State I.D. No.

148452
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

✓ Individual/Sole Proprietor
_____ Partnership
_____ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

Richard Roush Owner
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

Roush Landscape Services

Address:

9899 Stirling Park Drive Sacramento CA 95827

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to 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 Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date: 9/29/15

Print name: Richard Rousl

Title: Owner

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor:

Roush Landscape Services

Address:

9899 Stirling Park Drive Sacramento CA 95827

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, 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

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If 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, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

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

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by 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 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 this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

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

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, 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; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or 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.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to 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 Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date: 9/29/15

Print name: Richard Ross

Title: Owner

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Loretta DuPriest, Construction Inspector II 5730
24th Street, Bldg. 9
Sacramento CA 95822
916-808-6285 / ldupriest@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Richard Roush, Owner
9899 Stirling Park Drive
Sacramento CA 95827
916-835-2569 / roushlandscape@sbcglobal.net

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

Landscape maintenance and repair services for the Freeport Streetscapes, in accordance with IFB B16151681016 and the City of Sacramento Landscape Miantenance Services General Specifications and Provisions, LS-14. The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance

From November 1, 2015 through October 31, 2016, with the option to extend for one additional year. Extension will be by mutual consent of both the City and Contractor.

4. Prevailing Wage Requirement. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]***:

_____ Construction work in an amount exceeding $25,000; or

✓ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages if required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

Attachment 1

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

B16151681016

MASTER MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: **FREEPORT STREETSCAPES** SSA#: **280** AREA SIZE: **407,085** SQ FT. **9.35** ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE									**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE									
AERATE							**3**		**APRIL , JUNE, AUG- SUBMIT SCHEDULE**
RE-SEED									
DETHATCH TURF							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

B16151681016

MASTER MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: FREEPORT STREETSCAPES SSA#: 280 AREA SIZE: 407,085 SQ FT. 9.35 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**Contractors maintaining the City's street-**
									scapes are expected to provide a level
TURF									**of service necessary to maintain the**
MOW									**landscape and non-landscapes areas**
FERTILIZE									**in the professional manner expected,**
MECHANICAL EDGE									**even if the frequency exceeds the**
CHEMICAL EDGE									**minimum required by the Contract**
AERATE									**Specifications. Contract Specs are**
RE-SEED									**results-based not effort-based.**
IRRIGATION SYSTEM									
CHECK									
ADJUST TIMING									**Irrigation checks are expected during**
									winter season as well.
GROUND COVER									
FERTILIZE									**Contractor shall use advance warning**
PRUNE									**signs, cones, and safety vests during any**
WINTER MOW									**and all operations.**
SHRUBS									**Contractor is responsible for keeping all**
PRUNE									**plant material pruned so plaques,**
FERTILIZE									**monuments, and lettering are visible.**
CULTIVATE									
									Vines are to be kept off of any and all
DEBRIS									**pillars. All vines should be maintained**
LEAF PICK-UP									**1'ft below top of wall.**
LITTER AND OTHER DEBRIS PICK-UP									
									It is the contractors responsibility to
									inspect each site weekly to insure all
WEED CONTROL									**work is being done per specifications.**
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									

B16151681016

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: 13th STREET CANAL SS#: 6540 AREA SIZE: 6,214 SQ FT. 0.07 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

BOTH SIDES OF STREET LANDSCAPE BETWEEN CURB EXPANSION JOINT AND FENCE.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**No Turf**
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									DRIP IRRIGATION, TBOS CONTROLLERS(2)ARE
GROUND COVER									LOCATED IN VALVE BOXES
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									**Do not blow leaves in nature area**
LITTER AND OTHER DEBRIS PICK-UP									Accumulated leaves picked up weekly.
									Be mindful when blowing of drip line
									tubing.
WEED CONTROL									
HAND WEEDING									Post emergent as needed
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
									FOR PRE-EMERGENT
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

B16151681016

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: 14th STREET CANAL SS#: 6550 AREA SIZE: 6,214 SQ FT. 0.07 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

BOTH SIDES OF STREET LANDSCAPE BETWEEN CURB EXPANSION JOINT AND FENCE.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**No Turf**
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									DRIP IRRIGATION, TBOS CONTROLLERS(2)ARE
GROUND COVER									LOCATED IN VALVE BOXES
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									**Do not blow leaves in nature area**
LITTER AND OTHER DEBRIS PICK-UP									Accumulated leaves picked up weekly.
									Be mindful while blowing of drip line
									tubing.
WEED CONTROL									
HAND WEEDING									Post emergent as needed
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
									FOR PRE-EMERGENT
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

B16151681016

B16151681016

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: 21ST AND 2ND AVE ISLAND SS#: 0180 AREA SIZE: 8,407 SQ FT. 0.193 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

21ST STREET AND 2ND AVE MEDIAN- WEST SIDE

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**NO TURF**
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									**NON LANDSCAPED BULB OUTS ON N/E &**
AERATE									**S/E CORNERS ARE INCLUDED**
RE-SEED									
DETHATCHING									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
WINTER MOW									HYPERICUM (winter mow)& FERTILIZE
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									**KEEP AREA AROUND BENCH CLEAN AND**
LITTER AND OTHER DEBRIS PICK-UP									**WEB FREE.**
									HAND PULL WEEDS AND SUCKERS AS NEEDED
WEED CONTROL									
HAND WEEDING									POST EMERGENT AS NEEDED
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
									PRE EMERGENT FOR CRAB AND BURMUDA
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

21st AND 2nd ISLAND
(8,407 sq.)
3 bulb-outs
included- east side
YALE ST
X ST
BROADWAY ALY
BROADWAY
21ST ST 22ND ST ALY
22ND ST
BURNETT WAY
17TH ST
1ST AVE
HARKNESS ST
BEVERLY WAY
FREEPORT BLVD
20TH ST
21ST ST ALY
21ST ST
LARKIN WAY
20TH ST
COMMERCIAL WAY
2ND AVE
18TH ST
BURNETT WAY 2ND AVE ALY
CASTRO WAY
CARAMAY WAY
FLORENCE PL
23RD ST
2ND AVE CASTRO WAY ALY
MARKHAM WAY
MARKHAM WAY 3RD AVE ALY
SAKURA LN
Y ST 1ST AVE ALY
3RD AVE
19TH ST
3RD AVE 4TH AVE ALY
24TH ST
4TH AVE
MARSHALL WAY
VALLEJO WAY
PORTOLA WAY
WOO ALY

B16151681016

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: 21ST STREET AND FREEPORT ISLANDS SS#: 0100 AREA SIZE: 2,832 SQ FT. 0.65 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

THREE (3) ISLANDS -21ST ST & FREEPORT BLVD, ONE (1) ISLAND AT 21ST ST AND MARSHALL WAY. INCLUDES 4 NON-LANDSCAPE MEDIANS

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**FOUR (4) NONLANDSCAPE MEDIANS**
									INCLUDED (SEE MAP)
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE							**3**		**SUBMIT SCHEDULE**
RE-SEED									KEEP IRRIGATION HEADS **CLEAR OF GRASS**
DETHATCHING							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									TBOS CONTROLLER LOCATED INSIDE
GROUND COVER									VALVE BOX
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									**KEEP WALKWAYS CLEAN**
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									**POST EMERGENT AS NEEDED**
HAND WEEDING									
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
									FOR PRE EMERGENT.
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

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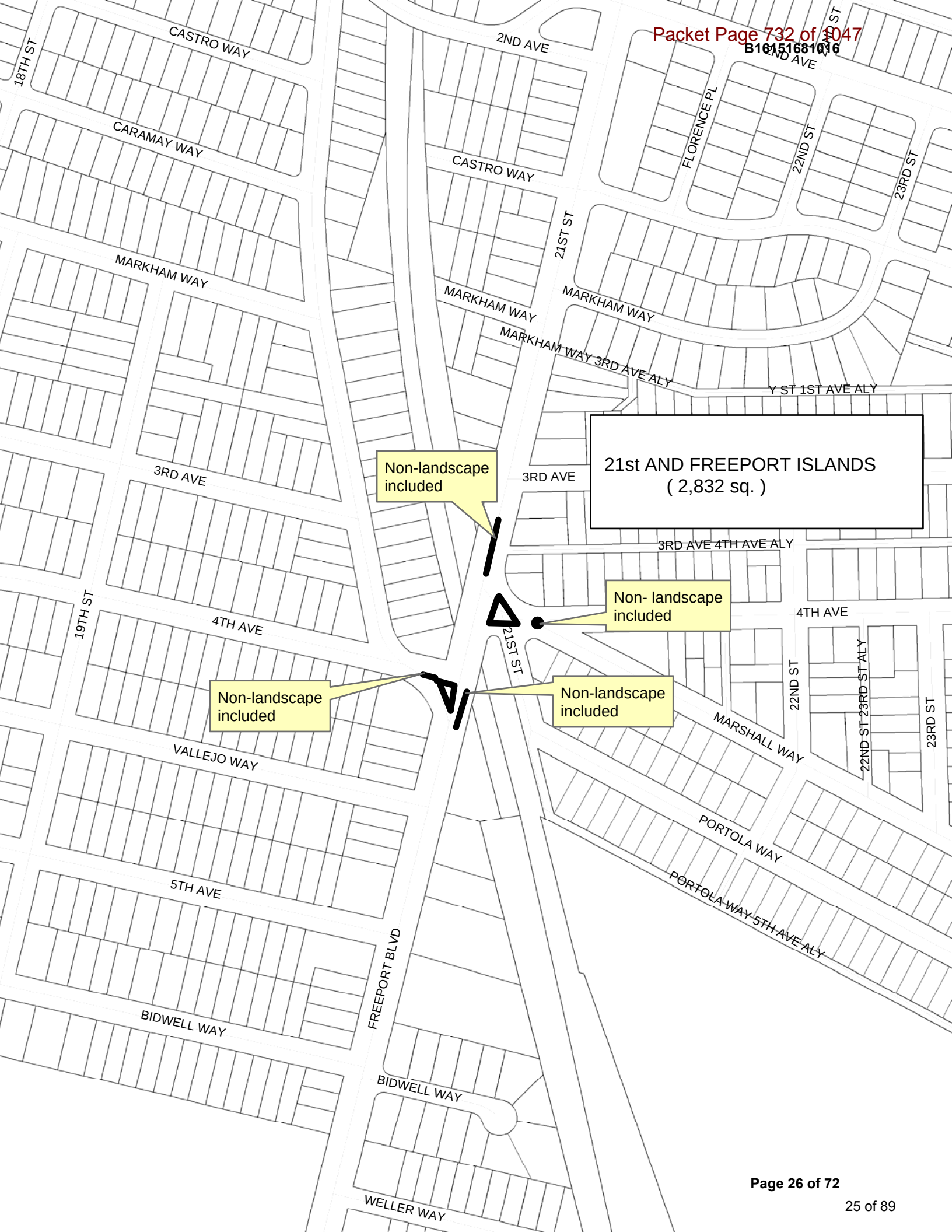

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: DEEBLE STREET SS#: 5020 AREA SIZE: 39,775 SQ FT. 0.91 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

WEST SIDE OF CENTER PARKWAY, SOUTH OF JACINTO, AND ADJACENT TO PARK TO THE SOUTH EAST END (CITY OF ELK GROVE LINE SEE MAP)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**NO TURF**
FERTILIZE									
MECHANICAL EDGE									SITE INCLUDES GUTTER EXPANSION JOINT
CHEMICAL EDGE									INWARD BEHIND FENCE TO TOE OF RR
AERATE									SLOPE. MOW AREA BETWEEN FENCE AND
RE-SEED									TOE OF SLOPE FOUR TIMES A YEAR-
									APRIL, JUNE, AUGUST AND OCT.
IRRIGATION SYSTEM									
CHECK									DRIP IRRIGATION-TREES
ADJUST TIMING									Tbos & backflow @ south end of wall.
									KEEP WALKWAY AND WALL AREA CLEAN AND
GROUND COVER									WEED FREE. REPORT GRAFFITI AND ILLEGAL.
FERTILIZE							**2**		DUMPING TO INSPECTOR.
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		KEEP SUCKERS PRUNED ON TREES
FERTILIZE							**2**		
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									KEEP ENTIRE NON LANDSCAPE AREA
PRE-EMERGENT/ POST EMERGENT							**2**		BEHIND FENCE TO TOE OF RR- BROADLEAF
									WEED FREE.
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

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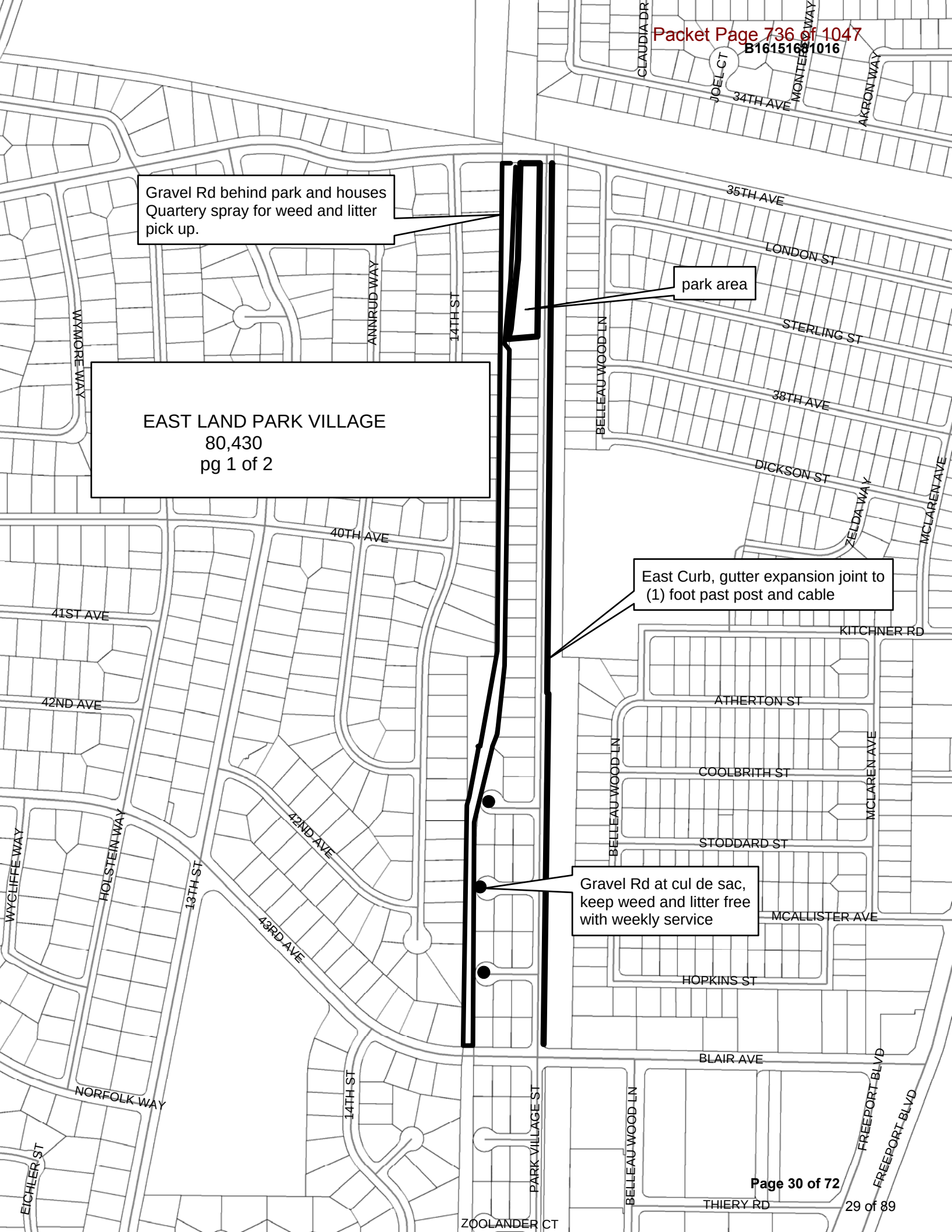
MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: EAST LAND PARK VILLAGE SS#: 6640 AREA SIZE: 80,430 SQ FT. 1.84 ACRES

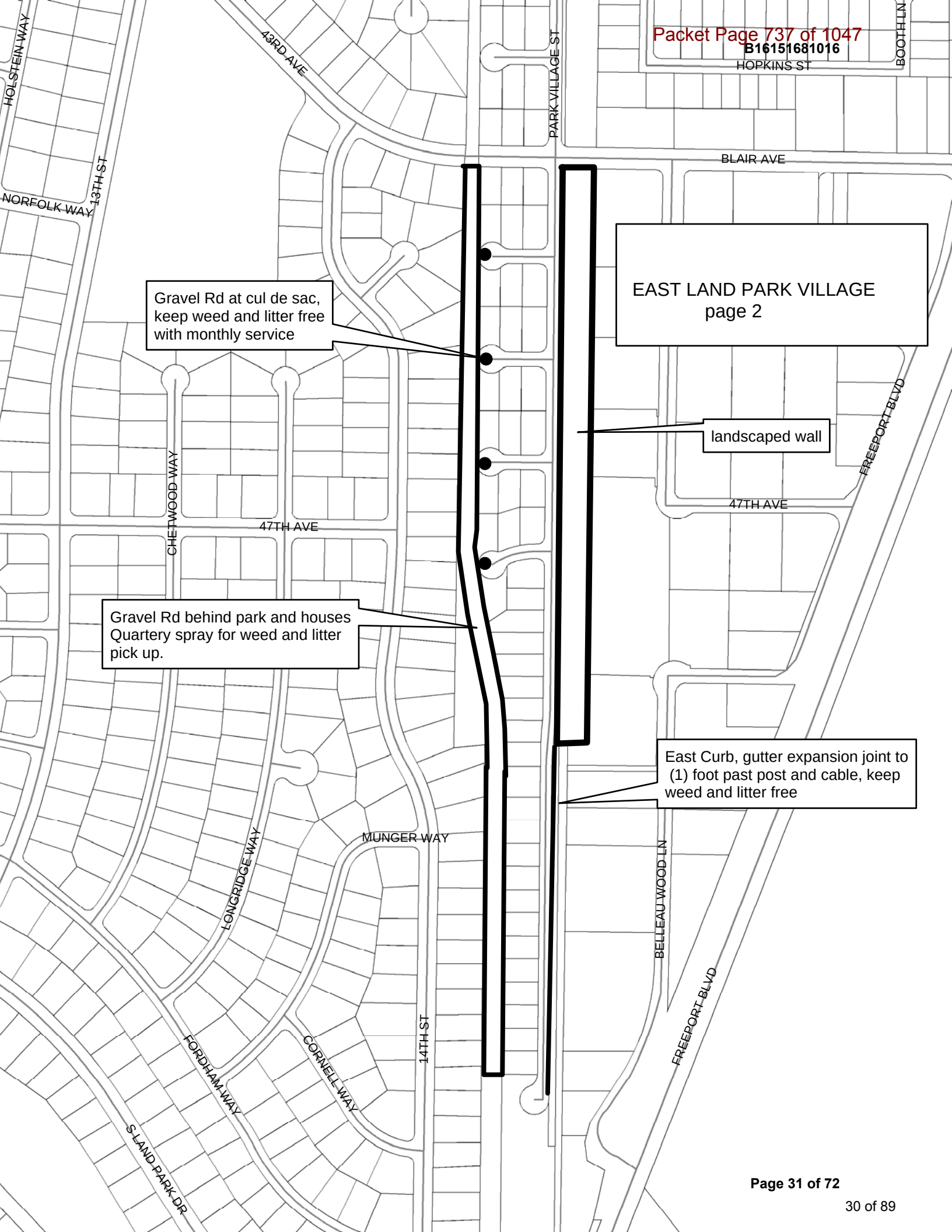
(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

PARK VILLAGE FROM 35TH AVE TO 43RD AVE, FROM 43RD SOUTH TO END OF STREET. INCLUDES GRAVEL RD WEST SIDE BEHIND HOMES.
AND EAST SIDE CURB ON PARK VILLAGE

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**GRAVEL ROAD WEST SIDE OF**
									SUB-DIVISION ALSO MAINTAINED,
TURF									**SPRAYING WEEDS AND LITTER PICK UP**
MOW									
FERTILIZE							**6**		**DIRECTIONAL CHANGE AS NEEDED**
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE							**3**		**SUBMIT SCHEDULE**
RE-SEED									KEEP IRRIGATION HEADS **CLEAR OF GRASS**
DETHATCHING							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY -CALSENSE &
ADJUST TIMING									BOOSTER PUMP SOUTH SIDE TURF AREA
									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									VINES KEPT 1FT BELOW TOP OF WALL
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									NO SHRUBS OR TREES SHALL BE ALLOWED
									TO GROW PAST EAST GUARD RAIL
DEBRIS									
LEAF PICK-UP									**Do not blow leaves in nature area**
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									**POST EMERGENT AS NEEDED**
HAND WEEDING									INCLUDES 2' FT PAST EAST GUARD RAIL
PRE-EMERGENT/ POST EMERGENT							**2**		FOR WEED ABATEMENT
									EARLY MAR. EARLY MAY- SUBMIT SCHED.
OTHER									
									TREAT BURMUDA GRASS AS NEEDED
									IN GROUNDCOVER AREAS.
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									


B16151681016
Gravel Rd behind park and houses
Quartery spray for weed and litter
pick up.
park area
EAST LAND PARK VILLAGE
80,430
pg 1 of 2
East Curb, gutter expansion joint to
(1) foot past post and cable
Gravel Rd at cul de sac,
keep weed and litter free
with weekly service
CLAUDIA DR
JOEL CT
34TH AVE
MONTEREY WAY
AKRON WAY
35TH AVE
LONDON ST
STERLING ST
38TH AVE
DICKSON ST
ZELDA WAY
MCLAREN AVE
WYMORE WAY
ANNRUD WAY
14TH ST
BELLEAU WOOD LN
40TH AVE
41ST AVE
42ND AVE
KITCHNER RD
ATHERTON ST
COOLBRITH ST
STODDARD ST
MCALLISTER AVE
HOPKINS ST
BLAIR AVE
WYCLIFFE WAY
HOLSTEIN WAY
13TH ST
43RD AVE
NORFOLK WAY
EICHLER ST
PARK VILLAGE ST
FREEPORT BLVD
THIERY RD
ZOOLANDER CT

B16151681016



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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: FREEPORT 35TH AVE SS#: 3000 AREA SIZE: _____ SQ FT. _____ ACRES :

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

LANDSCAPED - FREEPORT BLVD. 35TH AVE TO FRUITRIDGE RD. NON - LANDSCAPED - 35TH AVE SOUTH TO BLAIR. NON LANDSCAPE ON CLAUDIA INCLUDED

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**NO TURF**
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY (SOLAR)
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									NON - LANDSCAPED MEDIANS KEPT WEED
LITTER AND OTHER DEBRIS PICK-UP									AND LITTER FREE. SWEEP UP OAK ACORNS
									GLASS AND DEBRIS. PRUNE TREE SUCKERS
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
									FOR PRE EMERGENT
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: FREEPORT INTERSECTION SS#: 0110 AREA SIZE: 6,534 SQ FT. 0.15 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

MEDIAN NORTH OF FRUITRIDGE ON FREEPORT AND EAST AND WEST MEDIANS ON FRUITRIDGE RD. NON LANDSCAPE PED ISLAND AT N/E CORNER INCLUDED.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**EXTREME CARE SHALL BE GIVEN WHILE**
									SERVICING THIS AREA, MEDIANS ARE
TURF									**NARROW.**
MOW									**BEFORE ANY IRRIGATION REPAIR AND**
FERTILIZE									**PRUNING, CLOSE LEFT LANE.**
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									TBOS CONTROLLERS ARE LOCATED INSIDE
GROUND COVER									VALVE BOX
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

B16151681016

Freeport Intersection
sq ft 6,534

B16151681016

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: FREEPORT NURSERY SS#: 1200 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ON FREEPORT BLVD SOUTH OF SUTTERVILLE RD TO OREGON, INCLUDES ALL NON-LANDSCAPED MEDIANS TO IRVIN

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**NO TURF**
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									KEEP IRRIGATION HEADS **CLEAR OF PLANT**
DETHATCHING									**MATERIAL**
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY- SOLAR
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									**POST EMERGENT AS NEEDED**
HAND WEEDING									
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

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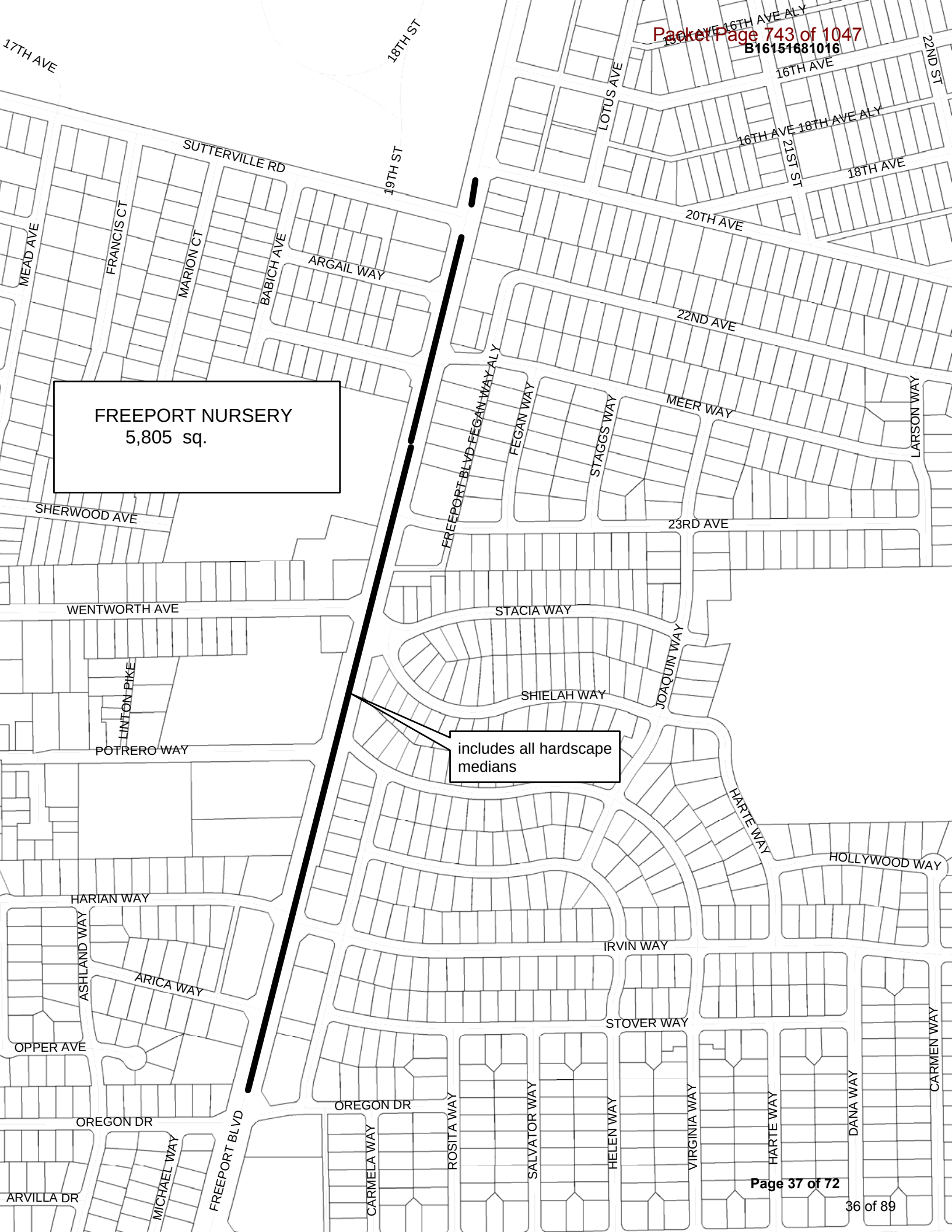

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: FREEPORT PARKING LOT SS#: 0140 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

EAST SIDE OF FREEPORT BLVD- ACROSS FROM VALLEJO WAY. NEXT TO RT STATION AT 21ST ST

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**NO TURF**
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									TBOS CONTROLLER LOCATED INSIDE
GROUND COVER									VALVE BOX
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									**REMOVE ALL LEAVES WEEKLY FROM THE**
LITTER AND OTHER DEBRIS PICK-UP									**ENTIRE AREA**
WEED CONTROL									**POST EMERGENT AS NEEDED**
HAND WEEDING									
PRE-EMERGENT/ POST EMERGENT							**2**		
									EARLY MAR. EARLY MAY- SUBMIT SCHED.
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

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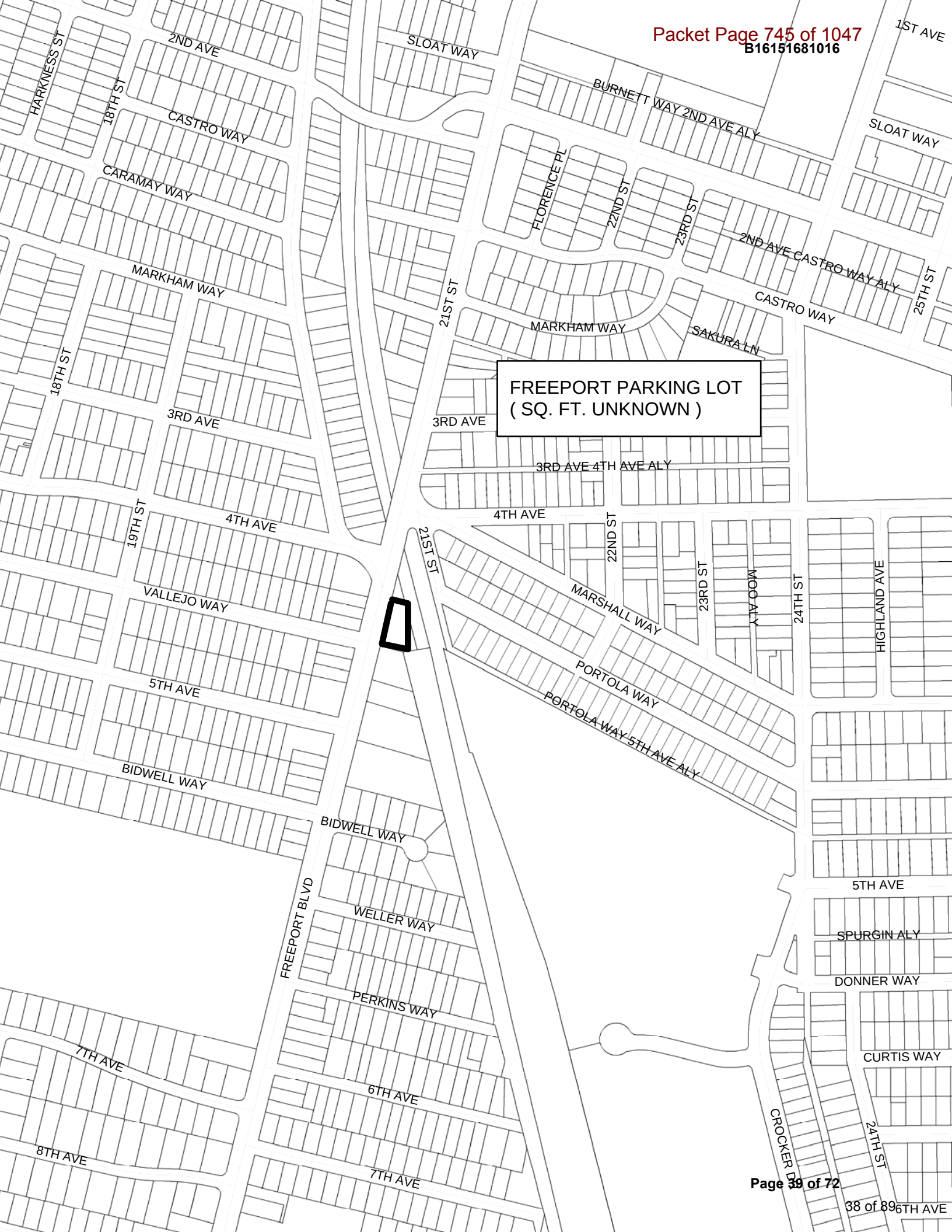

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: FRUITRIDGE RD WEST SS#: 0160 AREA SIZE: 89,908 SQ FT. 2.064 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

MEDIAN- FROM SO. LAND PARK DR EAST TO RR TRACKS, NORTH SIDE OF FRUITRIDGE FROM THE RR TRACKS TO DRAINAGE CANAL - WEST OF SO. LAND PARK DR. INCLUDES NO. AND SO. SLOPE GUARD RAILS FROM GILGUNN WAY TO WEST SIDE OF TRACKS. (SEE MAP)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE							**3**		**SUBMIT SCHEDULE**
RE-SEED									KEEP IRRIGATION HEADS **CLEAR OF GRASS**
DETHATCHING							**1**		SUBMIT SCHEDULE (EARLY SPRING)
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									
DEBRIS									**Do not blow leaves into drainage or**
LEAF PICK-UP									**slope areas.**
LITTER AND OTHER DEBRIS PICK-UP									INCLUDES 2' FT INSIDE POST AND RAIL
									FOR WEED ABATEMENT & WALKWAY
									CLEARANCE
WEED CONTROL									
HAND WEEDING									**POST EMERGENT AS NEEDED**
PRE-EMERGENT/ POST EMERGENT									
									EARLY MAR. EARLY MAY- SUBMIT SCHED.
OTHER									
XYLOSMA WEST OF SO. LAND PARK SHALL BE KEPT WITHIN PLANTER AND AT A 10FT HEIGHT AND AT LEAST 3FT FROM FENCE									
ON NO. SLOPE KEEP SHRUBS AND TREES PRUNED BACK FROM THE PRIVATE PROPERTY FENCE LINE BY AT LEAST 3 FT. THIS INCLUDES IVY									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

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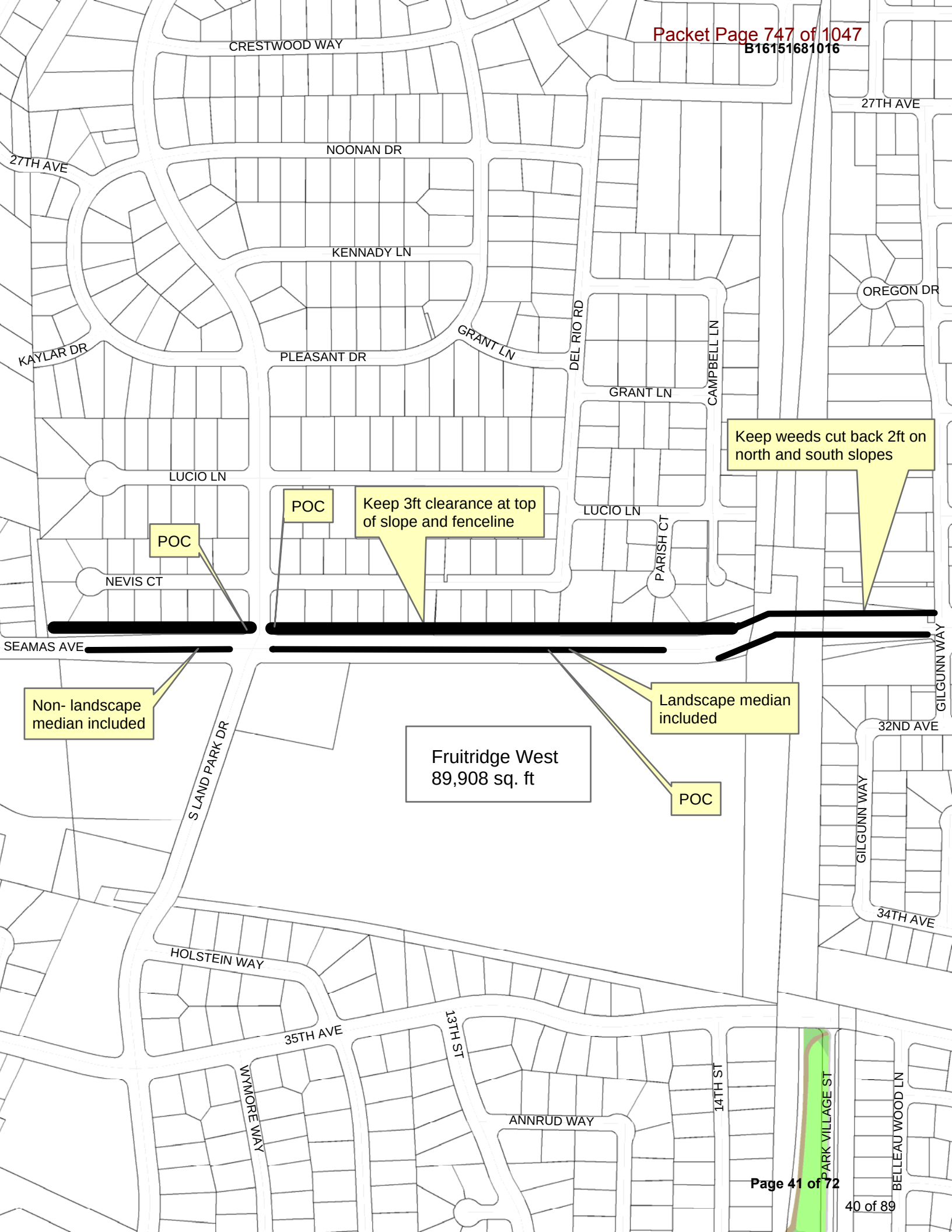

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **SEAMAS AT I-5** SS#: 1740 AREA SIZE: 520 SQ FT. 0.011 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

JUST WEST OF I-5 FREEWAY ON SEAMAS, INCLUDES HEDGE AT CUL-DE-SAC ON SURF WAY

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									**NO TURF**
MOW									
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									TBOS CONTROLLER LOCATED INSIDE VALVE ON ,
GROUND COVER									MEDIAN. 2ND CONTROLLER ON SIDE OF RD
FERTILIZE							**2**		MARCH (Slow release)SEPT. (Cool season)
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									PRUNE AS NEEDED FOR VISIBILITY AND
									WATER COVERAGE
DEBRIS									
LEAF PICK-UP									**KEEP ROSEMARY CLEAN OF WEBS**
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									**POST EMERGENT AS NEEDED**
HAND WEEDING									
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

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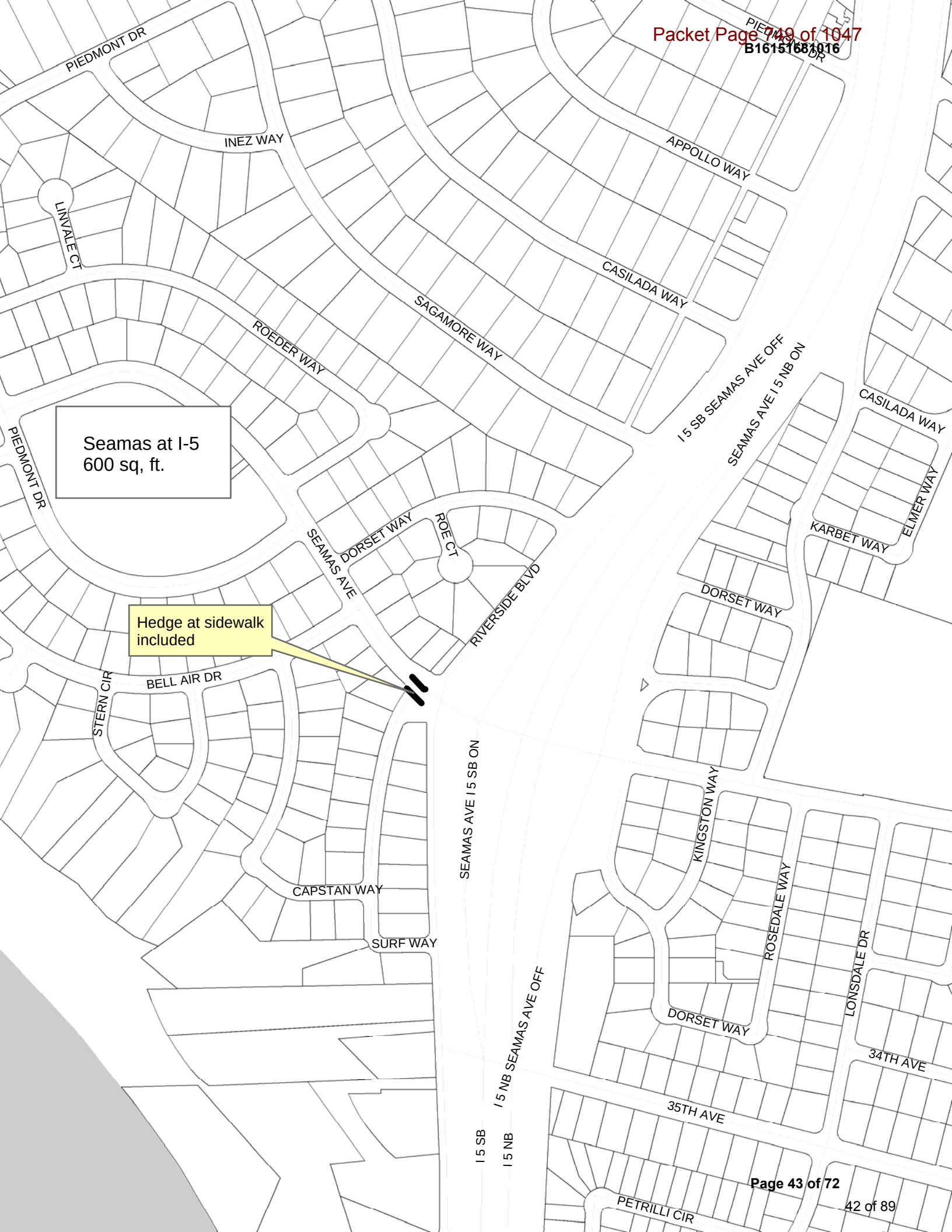

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MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: SUTTERVILLE OVERCROSSING SS#: 0535 AREA SIZE: 81,700 SQ FT. 1.87 ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

SLOPE AREAS ON THE NORTH AND SOUTH SIDES OF SUTTERVILLE RD AT 24TH ST- FROM GUTTER EXPANSION JOINT ON SUTTERVILLE ROAD DOWN TO GUTTER EXPANSION JOINT ON 24TH ST OR FENCELINE ON THE SOUTHSIDE.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**SLOPES SHALL BE MOWED THREE TIMES**
									A YR.- APR. 1-15, JULY 1, OCT. 1-15
TURF									
MOW									**CHEMICALLY TREAT AROUND BASE OF**
FERTILIZE									**TREES AND SHRUBS. KEEP A 1FT BORDER**
MECHANICAL EDGE									**AT STAIRS, CEMENT WALL AND FENCE**
CHEMICAL EDGE									**LINE.**
AERATE									**SPRAY FOR BROADLEAF ONLY. GRASS**
RE-SEED									**TYPE WEEDS SHALL BE MOWED AS LISTED**
DETHATCHING									**ABOVE. DO NOT LEAVE BARE GROUND**
IRRIGATION SYSTEM									**FOR WINTER EROSION**
CHECK									
ADJUST TIMING									NON- IRRIGATED
GROUND COVER									
FERTILIZE							**2**		
PRUNE							**6**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APRIL, JUN, AUG, OCT, DEC
FERTILIZE							**2**		MARCH(Slow release)SEPT(Cool Season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST EMERGENT							**2**		EARLY MAR. EARLY MAY- SUBMIT SCHED.
OTHER									
									KEEP AREA NEXT TO SIDEWALK CUT
									3FT BACK OF WALK
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE.									
THESE ARE MINIMUM REQUIREMENTS									

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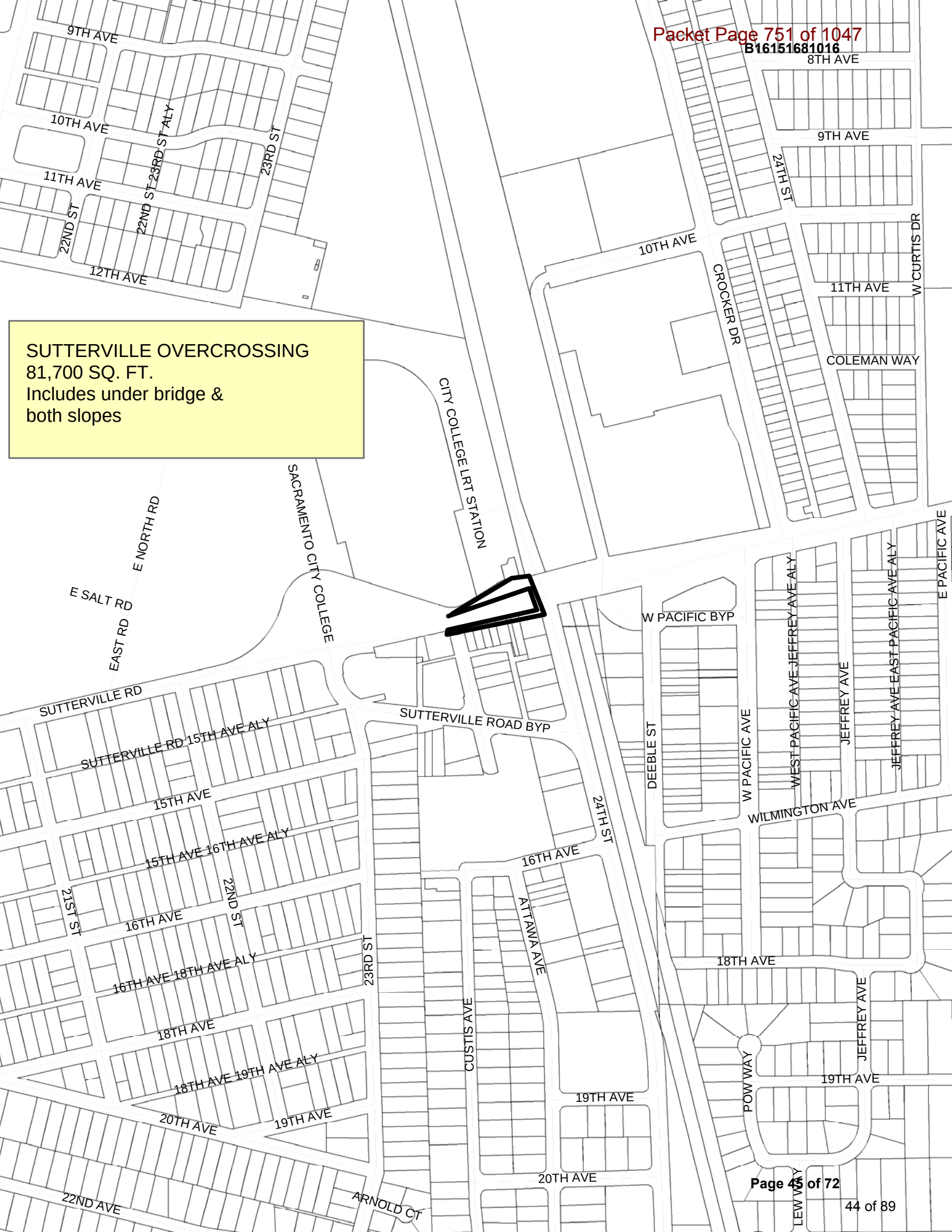
SUTTERVILLE OVERCROSSING
81,700 SQ. FT.
Includes under bridge &
both slopes



LANDSCAPE PRACTICES FOR SUSTAINABILITY

Contractors providing landscape maintenance service for the City are encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, plant material-cycling, low water volume irrigation, composting and use of mulch and compost.

All irrigation shall be in compliance with the City Water Ordinance, see the LS14, for a copy of the ordinance.

Lawn mowing shall be done to a minimum height of two (2) inches, using a mulching type mower.

Bark mulch maybe supplied by the City's Urban Forest from their operations. In this case, the Contractor shall provide the labor only for possible pick up, delivery and spreading of the mulch.

Whenever possible, debris as a result of plant material clean up, weed removal or pruning shall be taken to a recyclable green waste facility.

Replacement plants for existing areas; Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred

STANDARD WATER QUALITY SPECIFICATIONS

Water Quality Control

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City.

1. Dust Control

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust **without causing sediment, debris or litter to enter the City storm drain system**.

2. Erosion, Sediment, and Pollution Control

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

1. Filter Bags in and Gravel bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.
2. Covering of material piles and/or gravel berm (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.
5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

   Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

   The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

6. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

7. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

8. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

9. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system . If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.

10. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, *(Note to project manager: section number may vary. Revise as needed.)* per Section I, Review of Contractor's Information, of these Special Provisions. The

submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer**. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

3. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.
Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.20 CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION

12.20.010 Definitions.

The following terms used in this chapter shall have the meanings set forth below:

"City working hours" means 7:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Director" means the director of public works or utilities departments of the city of Sacramento or his or her authorized representative(s).

"Emergency repairs" means repairs to a utility facility located in or adjacent to a primary city street that must be performed immediately when the necessity arises to safeguard life or property or maintain continued operation of the facility.

"Facility" means a marked or otherwise identified underground or existing above-ground improvement or structure.

"Known facility" means any facility that can be observed visually, is marked correctly in the field or is shown correctly on any contract, plan or permit document.

"Person" means any person, firm, company or governmental agency, including any person performing work under a contract between the person and the city.

"Public Easement" means any easement or right-of-way owned or controlled by a public agency or by a public utility.

"Traffic engineering services office" means the office responsible for providing traffic engineering services for the public works department of the city of Sacramento, 1000 I Street, Suite 170, Sacramento, CA., phone (916) 264-5307, fax (916) 264-8404.

"Work" means all work performed under a notice to proceed for a private development project, a capital improvement project or other contract with the city or for which a revocable permit, encroachment or excavation permit or temporary street closure permit is required. Work also means all work performed without one or more of the aforementioned permits or authorizations, but for which one or more of the aforementioned permits or authorizations are required. (Ord. 2002-004 § 1, 2002; Ord. 98-002 § 2 (part): prior code § 25.04.069)

12.20.020 Closure of streets for work—Traffic control plan.

A. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a city street unless a traffic control plan has been approved by the director.

B. Emergency repairs that obstruct vehicular or pedestrian traffic on a city street, shall be reported to the traffic engineering services office not later than one hour after the need for the emergency repairs is determined. If the emergency repairs obstruct vehicular or

pedestrian traffic on a city street outside of city working hours, the city traffic engineering services office shall be notified of the closure or obstruction not later than nine a.m. on the next working day.

C. All work requiring a traffic control plan shall conform to the conditions and requirements of the approved plan.

D. Where a traffic control plan is required, the approved plan must be available at the site for inspection by the director during all work.

E. If the director determines that actual traffic conditions under the approved plan are hazardous to public safety, the director may require the plan to be immediately modified. If the hazardous conditions cannot be eliminated by plan modification the director may require work under the plan to be stopped, and the plan suspended, until the safety hazard is remedied. (Ord. 2002-004 § 2, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-1)

12.20.030 Traffic control plan—Requirements.

A. Application. Before approving a traffic control plan, the director shall require a written submission of a proposed traffic control plan that includes the following information:

1. The name and business address of the applicant.

2. A diagram showing the location of the proposed work area.

3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.

4. A diagram showing the placement of traffic control devices necessary to perform the work.

5. The proposed phases of traffic control.

6. The time periods when the traffic control will be in effect.

7. The time periods when work will prohibit access to private property from a public right-of-way.

8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.

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

B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.

C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to

have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work. (Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-2)

12.20.040 Maintenance of construction areas.

A. No person performing work shall cause any public right-of-way, public street, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Public rights-of-way, public streets, public property and public easements affected by work must be cleaned to the satisfaction of the director prior to re-opening these areas to the public.

B. Trench plates shall not be utilized for more than three calendar days in one location and temporary surfacing shall not be utilized for more than five calendar days in one location without prior written approval of director. (Ord. 2002-004 § 4, 2002)

12.20.050 Repair of traffic control systems.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the director. (Ord. 2002-004 § 5, 2002)

12.20.060 Care of existing known facilities.

All persons performing work shall take reasonable precautions not to damage or destroy existing known facilities. (Ord. 2002-004 § 6, 2002)

12.20.070 Public notification of work.

All persons performing work shall conform to any public notification requirements included in the permit, contract documents, or approved plans. If notification is required, at a minimum, persons performing work shall notify residents and businesses immediately adjacent to the project work in writing two working days in advance of beginning work. The notice shall be approved by the director, shall describe the work to be performed, the anticipated duration of construction, and the name and daytime telephone number of the person performing the work. (Ord. 2002-004 § 7, 2002)

12.20.080 Violation—Administrative penalties.

A. Administrative Penalties. The director may issue an order imposing an administrative penalty to any person violating any provision of this chapter.

1. Notwithstanding any contrary provision of this code, each day a violation of the following code provisions occurs shall constitute a separate violation, and shall be subject to a separate penalty:

a. Section 12.20.020(B).

b. Section 12.20.020(D).

c. Section 12.20.040.

d. Section 12.20.050.

e. Section 12.20.060.

f. Section 12.20.070.

2. Notwithstanding any contrary provision of this code, each fifteen (15) minute period that a violation of the following code provisions occurs shall constitute a separate violation, and a separate administrative penalty may be imposed for each violation:

a. Section 12.20.020(A).

b. Section 12.20.020(C).

3. The administrative penalty for each violation of any provision of this chapter shall be one thousand dollars ($1,000.00). Violations of a specific section of this chapter by the same person occurring during the same work but located in different blocks or located in the same block but occurring on different days or at different times on the same day shall constitute separate violations for which separate administrative penalty orders may be issued.

4. If a person performing work under a contract between the person and the city violates any provision of this chapter, the city may deduct the amount of any administrative penalties imposed hereunder from any funds otherwise payable to the person under the contract.

5. In addition to the aforementioned penalties, the city may withhold issuance of permits for encroachment or excavation in a city street (issued pursuant to Chapter 3.76 or Chapter 12.12 of this code) to any person receiving a final administrative penalty order for a violation of any specific provision of this chapter three times within a two year period; the city may withhold issuance of permits for a period of not longer than two years after said administrative penalty orders are final. Multiple administrative penalty orders issued for continuing violations occurring on the same calendar day shall be considered one administrative penalty order for purposes of this section.

B. Imposition of the Administrative Penalties. The administrative penalty order shall be imposed in accordance with the provisions of Section 1.28.010 of this code, and shall contain the following:

1. The name and address of the violating party, if known;

2. The location, date and time of the violation;

3. A description of the act(s) or condition(s) violating this chapter;

4. The amount of the administrative penalty, with instructions for submitting payment to the city;

5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written

notice of appeal with the city clerk no later than twenty (20) days after the order is issued to the violator;

6. A statement indicating that the order imposing the administrative penalty shall be final if it is not appealed within the time required;

7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

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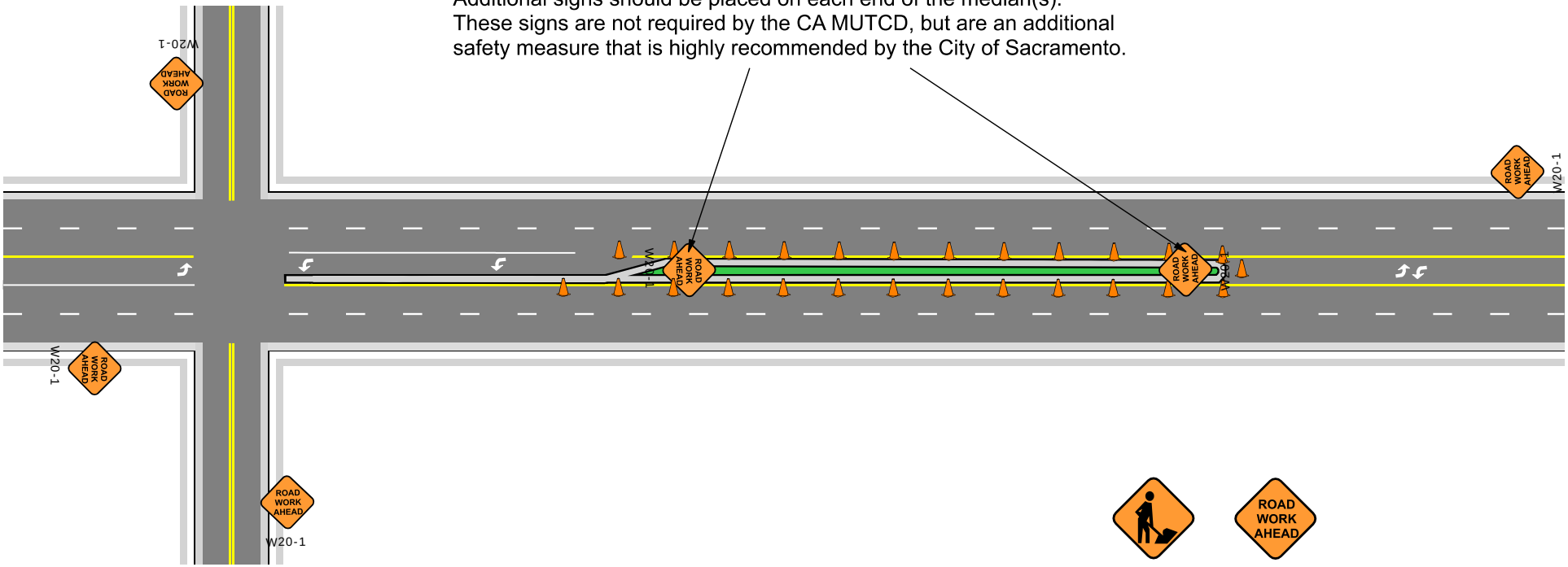
THIS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY

Additional signs should be placed on each end of the median(s).
These signs are not required by the CA MUTCD, but are an additional safety measure that is highly recommended by the City of Sacramento.



W21-1a W20-1

Either sign sign is acceptable.

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON MEDIANS
	Comments: Typical temporary traffic control placement for streetscape maintenance work on medians, with no lane closure. Placement of cones must preserve a minimum lane width of at least 10 feet. All work must be contained to median, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

THIS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY

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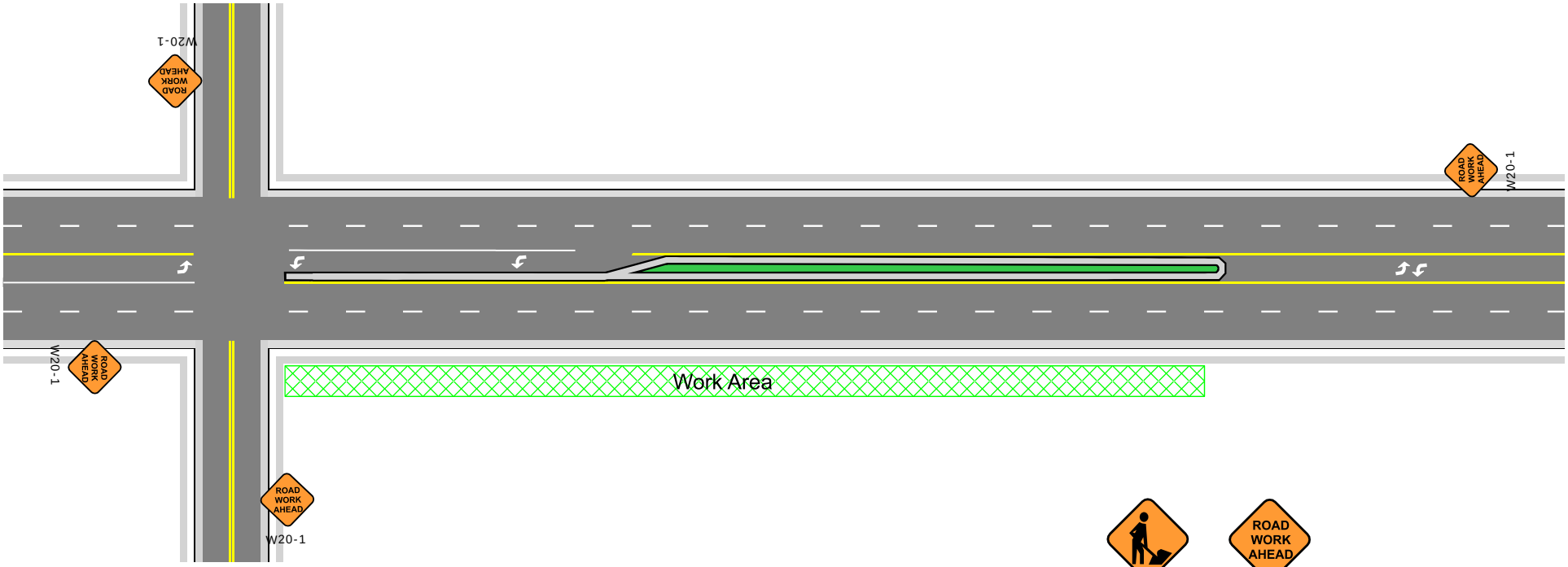
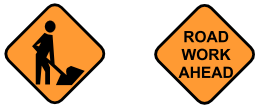
THIS IS ILLUSTRATION IS FOR TRAINING PURPOSES ONLY





W21-1a W20-1

Either sign sign is acceptable.

City of SACRAMENTO Department of Public Works	**Date:** 7/1/2014 **Author:** Streetscape Maintenance **Project:** TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON SIDE OF ROAD
	Comments: Typical temporary traffic control placement for streetscape maintenance work on side of road, with no lane closure. All work must be contained to side of road, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ 54,200.00 **.**

2. **Billable Rates.**

CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

(1) Job Name
(2) Description of services billed under this invoice, and overall status of project
(3) Date of Invoice Issuance
(4) Sequential Invoice Number
(5) CITY's Purchase Order Number
(6) Total Contract Amount
(7) Amount of this Invoice (Itemize all Reimbursable Expenses)
(8) Total Billed to Date
(9) Total Remaining on Contract
(10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

PW Maintenance Services
5730 24th Street, Bldg. 9
Sacramento CA 95822

Attn: Loretta DuPriest

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, 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.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

B16151681016

PRICING SCHEDULE
City of Sacramento
Freeport Streetscapes Maintenance

This bid is for ALL thirteen (13) site locations on the attached performance schedules. All columns must be completed correctly for the bid to be considered responsive. The contract term is for one (1) year with the option to extend for one (1) optional year. The City reserves the right to add or delete locations to the scope of the work during the contract term.

LINE ITEM	LOCATION	FIRST YEAR SCHEDULED MAINTENANCE			SECOND YEAR SCHEDULED MAINTENANCE		
		MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE
1	13TH ST CANAL	100	12	1200	100	12	1200
2	14TH ST CANAL	100	12	1200	100	12	1200
3	21ST AND 2ND AVE ISLAND	100	12	1200	100	12	1200
4	21ST AND FREEPORT ISLANDS	100	12	1200	100	12	1200
5	DEBBLE STREET	100	12	1200	100	12	1200
6	EAST LAND PARK VILLAGE	1050	12	12,600	1050	12	12,600
7	FREEPORT / 35TH AVE	200	12	2400	200	12	2400
8	FREEPORT INTERSECTION	250	12	3000	250	12	3000
9	FREEPORT NURSERY	250	12	3000	250	12	3000
10	FREEPORT PARKING LOT	250	12	3000	250	12	3000
11	FRUITRIDGE WEST	1050	12	12600	1050	12	12600
12	SEAMAS AT I-5	150	12	1800	150	12	1800
13	SUTTERVILLE OVERCROSSING	250	12	3000	250	12	3000
TOTAL OF YEARLY SCHEDULED MAINTENANCE PRICES (*Sum of yearly prices for all locations, above*)		FIRST YEAR SCHEDULED MAINTENANCE SUBTOTAL		47,400	SECOND YEAR SCHEDULED MAINTENANCE SUBTOTAL		47,400
REPAIR CREW RATES (*From total calculated on page "Repair Crew Rates"*)		CREW RATES TOTAL		6,800	CREW RATES TOTAL		6,800
YEARLY TOTAL (*Sum of Maintenance Subtotal and Repair Crew Rates, above*)		**FIRST YEAR TOTAL**		54,200	**SECOND YEAR TOTAL**		54,200

BID TOTAL (*Sum of First, and Second, Year Totals*) 108,400

COMPANY: Roush Landscape Services	SIGNATURE: [signature]	DATE: 9/22/15

REPAIR CREW RATES
City of Sacramento Streetscapes

Contractor is to furnish the City of Sacramento hourly rates for repairs and maintenance work, in accordance with the following specifications and provisions.

All repair work shall have prior written authorization from the City on form issued upon award. Repair work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City. The amount of time each repair job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether repair work will be furnished by the Contractor providing contract services in the same area. Should repair work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete repairs.

The hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markup. Invoices are to be provided upon request.

Item #1 – **GENERAL GARDENING CREW RATE** **(TWO PERSON CREW)**

Provide general gardening services, as required, i.e. plant and special cleanups, pruning and work as such. $ 40 per hour

Item #2 – **SPECIALTY IRRIGATION RATE** **(IRRIGATION TECHNICIAN ONLY)**

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one and a half (½) times of the General Gardening Crew Rate will be used. **Helper rate must be pre Authorized by Inspector.** $ 45 per hour

Item #3 – **EMERGENCY RESPONSE**

In the event and immediate response is required outside normal working hours of 7:30am to 4pm, Monday to Friday, the Streetscapes inspector may authorize an Emergency PER CALL RATE OF NOT TO EXCEED ONE AND ONE HALF (1 ½) TIMES THE HOURLY SPECIALTY IRRIGATION RATE.

#4 – **PERCENTAGE MARKUP ON MATERIALS**

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS. 0 %

BID CALCULATION FOR REPAIR CREW RATES: Use the crew rates and material markup rate offered, above, to calculate the evaluation bid amount, below. *The estimated hours and dollar amount shown above are for bid evaluation purposes only and do not represent what the bidder may or may not earn if awarded the contract.*

General Gardening Crew Rate(*Item # 1)* x 80 hours = $ 3200
Specialty Irrigation Rate (*Item # 2*) x 80 hours = $ 3600
Materials Markup (*Item # 4)* x $7,000 = $ 0 *(amount of mark up only)*

(TOTAL) $ 6800.00

ENTER ABOVE TOTAL ON THE MAINTENANCE PRICING SCHEDULE PAGE WHERE INDICATED

8/11/14

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

✓ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor**.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, 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, 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 this Agreement by 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 any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: 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 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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 Services provided by CONTRACTOR under this Agreement. 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 Agreement.

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, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and 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. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and 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 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative 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 Agreement, 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 Agreement 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 Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions 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 CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. 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 Contract or 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 Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of $100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is $100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS $100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.[1]

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.[2]

---

[1] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

(1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

[2] A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

> **This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at **www.cityofsacramento.org**.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (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 $100,000.00. 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 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 permits 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 or 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, 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, 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 "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (Sacramento City Code Section 3.54).

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

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

The included employee benefits are:

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

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

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

You May . . .

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

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- 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

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ 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.

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. ~~B16151681~~ B16151681016

FOR SERVICES/SUPPLIES: _____

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Richard Roush

ADDRESS: 9989 Sterling Park Dr Sac Ca 95827

PHONE #: 916-835-2569 FAX #: 916-366-6046 E-MAIL: roushlandscape@SBCglobal.net

STATE TAX I.D. #: 275-4770-2 FED. TAX I.D. #: 942635556

City of Sacramento Business Operation Tax Certificate #: 148452
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY *(check one)*: ✓ Individual/Sole Proprietor ____ Partnership
____ Corporation ____ Limited Liability Company
____ Other (*please specify:* _____)

BY: (signature of authorized person) [signature]

PRINT NAME: Richard Roush

TITLE: Owner

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

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 A CONTRACT, 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: Richard Paul

BY: _____ Owner **Date:** 9/22/15
Signature **Title**

Effects of violations: a. Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

F. ITEMS REQUIRING BIDDER RESPONSE

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 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.

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:

148452

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*:

3770 Braduiew Dr
Sac. Co 95827

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [✓] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No [✓]

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

Landscape Maintenance Contractors Licenses, Certificates and Registration Requirements

Bidder represents and warrants to the City of Sacramento that the following licenses, certificates and registrations are currently in force. All said documents will remain in force during the term of the resulting agreement with the City; failure to maintain will result in suspension or possibly termination of contract. ***A copy of each document listed below must be submitted with this Bid.***

LICENSES/CERTIFICATES/REGISTRATION	DOCUMENT #	EXPIRATION DATE
• FEDERAL ID # *(Copy not required)*	94-2635856	N/A
• STATE ID # *(Copy not required)*	275-4770-2	N/A
• STATE OF CALIFORNIA C27 LICENSE	546716	12-30-16
• CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	148452	6/16
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	31003	12/30/15
• STATE OF CALIFORNIA APPLICATOR LICENSE *or* CERTIFICATE	96748	12/30/15
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	34	12/30/15
• STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION	1000014657	7/16

I DECLARE UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT:

CONTRACTOR: [signature] SIGNATURE

Roush Landscape Services NAME OF FIRM

PRINT NAME: Richard Roush

TITLE: Owner

ADDRESS: 9989 Sterling Park Dr.

CITY, STATE: Sac. Ca.

DATE: 9/22/15

CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

The Contractor, by accepting this contract, agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications provided in this solicitation, and/or Purchase Order, in support of its Sustainable purchasing (SP) initiative.

The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in the City of Sacramento Landscape Maintenance Specifications and Provisions, referred to as LS14.

The City of Sacramento may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SP attributes required under this contract.

Certification
I, Richard Roush (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum SP/EPP attributes outlined in the Agreement, solicitation's specifications and _____'s bid or proposal.

Name of Contractor/Bidder/Offeror: Richard Roush

Address: 9989 Sterling Park Dr. Sac. 95827

PO/Bid/Contract # 16 15 16 8/016

Print name and Signature of Bidder or Offeror
Richard Roush

Date: 9/22/15

STANDARD WATER QUALITY SPECIFICATIONS
and
ADMINISTRATIVE PENALTIES ORDINANCE
FOR ADVANCE WARNING SIGNAGE

NOTE: ***Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.***

Name of Contractor: Richard Rous

Address: 9989 Sterling Park Dr Sac. Co 95827

Name of City Contract: Freeport streetscape

Contracting Department: DOT

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

1. I have read and understand the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of Landscape Maintenance services under a City contract.

2. As a condition of receiving the City contract, I agree to fully comply with the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE.

3. I acknowledge and agree that the STANDARD WATER QUALITY SPECIFICATIONS, the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE, and this Declaration shall constitute part of my City contract.

4. I further acknowledge and agree that any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.

5. I will 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 STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE by me or by any subcontractor retained to perform work or provide services under my City contract.

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

Signature of Authorized Representative

Date: 9/22/15

Print name: Richard Rous

Title: Owner

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00910

Title: Cooperative Purchase Agreement: Wheel Loader Leases

Location: Citywide

Recommendation: Pass a Motion: 1) approving the use of the National Joint Powers Alliance (NJPA) cooperative purchase agreement with John Deere Construction Retail Sales (Contract No. 032515-JDC) in association with a three-year lease agreement for two wheel loaders needed by the Department of Utilities; 2) approving a three-year lease agreement with John Deere Financial for two wheel loaders in an amount not to exceed $159,840 for the three-year term; and 3) authorizing the City Manager or the City Manager's designee to execute the lease agreement specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Fleet Management

Dept ID: 15003211

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form
Sari Myers Dierking
10/19/2015 3:02:55 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/7/2015 6:48:23 AM

Description/Analysis

Issue Detail: The Department of Public Works, Fleet Management Division, has a customer requirement to lease two wheel loaders (loaders) for the Department of Utilities (DOU), Operations and Maintenance Division. The loaders will be used at City water treatment plants to treat and dispose of the sludge created during the water sedimentation and purification process.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56.

Economic Impacts: None

Environmental Considerations:

> **California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve equipment leases and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.
>
> **Sustainability:** Not applicable

Commission/Committee Action: None

Rationale for Recommendation: DOU has been leasing two loaders, on a month-to-month basis, from John Deere, but the lease term has expired. DOU intended to purchase the loaders at the end of the lease term; however, the loaders could not be added to the City fleet because they did not meet California Air Resources Board (CARB) emission regulations. Fleet Management has worked with John Deere to identify two new loaders that meet the current CARB emission regulations. Since CARB regulations are anticipated to become more stringent by 2020 to reduce greenhouse gas emissions (GHG), DOU and Fleet Management find it more advantageous to continue leasing loaders instead of purchasing them at this time. If the new loaders meet CARB regulations at the end of the three-year lease term, the City will have the option to purchase the loaders at a predetermined buyout price of $112,800 per unit.

After reviewing the available options, Fleet Management has determined that using the cooperative purchase agreement with NJPA and John Deere Construction Retail Sales represents the most advantageous leasing strategy. Time is of the essence because the City's current lease has expired and new wheel loaders are needed to prevent interruptions in service. The cooperative purchasing agreement was competitively bid, and NJPA receives greater discounts from the manufacturer due to a higher purchase volume than the City would receive if issuing its own bid.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative

purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: The recommended lease agreement requires monthly payments of $2,220 per unit, for a total of $4,440 per month. Sufficient funds are available in the DOU FY2015/16 operating budget (Water Fund, Fund 6005) for payments made through June 30, 2016. Lease payments made after June 30, 2016 are subject to funding availability in the adopted budget of the applicable fiscal year. Annual expenditures are provided in the following table.

Annual Expenditures – John Deere Wheel Loader Lease Payments					
Description	Quantity	Year 1	Year 2	Year 3	Total
Wheel Loader, Model 544K	2	$53,280	$53,280	$53,280	$159,840

Local Business Enterprise (LBE): John Deere Construction Retail Sales is not an LBE. The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs.

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 10/27/2015

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Commodity **PO Type: N/A** **Not to Exceed: $159,840**	**Attachment:** **No.:** **Original Doc Number:**
Other Party: John Deere Financial	**Certified Copies of Document:**
Project Name: **John Deere 544K Loader Leases**	**Deed:** ☒ None ☐ Included ☐ Separate
Project Number: Bid Transaction #: **N/A**	E/SBE-DBE-M/WBE:

Department Information

Department: **Public Works**

Division: **Fleet Management**

Project Mgr: **Iseña Garcia**

Contract Services: **N/A**

Division Mgr: **Mark Stevens**

Phone Number: **808-1163**

Org Number: **15003311**

Comment: **Original Contract Amount: N/A**

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	JM	9/30/15
Contract Services:		

City Attorney	Signature or Initial	Date
City Attorney:	[signature]	10/8/15

☐ **Send Interoffice Mail to Iseña Garcia (12500)**

☒ **Notify for Pick Up: Isena Garcia - 808-1163**

Authorization	Signature or Initial	Date
Jerry Way Director, Public Works:		
City Mgr: Yes ☐ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)
(Under $100K - Blue)

For City Clerk Processing

Finalized:
Initial:
Date:

Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

JOHN DEERE FINANCIAL

Master Lease Agreement

Agreement No.	0057648

Lessee:	CITY OF SACRAMENTO 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	DEERE CREDIT, INC. 6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of $25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than $25.00, we may retain such excess.

2. Security Deposit. If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.

3. Taxes. Although you may be exempt from the payment of Certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. Security Interest; Missing Information. We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.

5. Equipment Maintenance, Operation and Use. You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 9; plus (4) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

Agreement No.	0057648

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

8. Early Payoff/Purchase. In the event you desire to purchase an item of Equipment, are not in default, and request a termination of a Schedule before the expiration of its Lease Term, you agree to pay us the Termination Value for each item of Equipment. Upon receipt of the Termination Value, we will transfer to you all of our right, title and interest in such item of Equipment.

9. Return of Equipment. If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

10. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

11. Remedies. If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Lease is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Lease is deemed to be a secured transaction and not a lease in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

13. Indemnity. You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. Representations and Warranties. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns

15. Governing Law; Jurisdiction; Venue. EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

16. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute

one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

Agreement No.	0057648

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

17. **Non-Appropriation of Funds**. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 17 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US. EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	LESSOR
CITY OF SACRAMENTO 5730 24TH ST BLDG 1 SACRAMENTO, CA 95822-3604	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	By: Curtis K. Steinnerty
Date	Date: 10-5-2015

JOHN DEERE
FINANCIAL

AMENDMENT TO MASTER LEASE AGREEMENT

This amendment (this "Amendment") amends and supplements that certain Master Lease Agreement entered into as of the ___ day of October, 2015 (the "Master Agreement") by and between **Deere Credit, Inc.** ("Lessor") and **City of Sacramento** ("Lessee").

RECITALS

WHEREAS, Lessee wishes to amend the certain provisions set forth in the Master Agreement and Lessor is willing to amend said provisions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Master Agreement.

2. The third sentence of Section 3 of the Master Agreement is deleted in its entirety and replaced with the following:

> "If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us upon request."

3. Section 7 of the Master Agreement is further amended by replacing the number "10" with the number "30" in the fourth sentence thereof.

4. Section 10 of the Master Agreement is amended by replacing subsection (b) thereof with the following:

> "(b) you breach any other provision of the Lease and fail to cure such a breach within 10 days of notice by John Deere;"

5. Section 15 of the Master Agreement is deleted in its entirety and the following replacement Section 15 is inserted in its place:

> 15. **Governing Law; Jurisdiction; Venue.** **EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF CALIFORNIA, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO**, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Sacramento, California and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO JURY TRAIL.**

6. The provisions of this Amendment shall be effective as to all Schedules entered into on or after the date set forth below. Except as expressly modified by this Amendment, the terms and conditions of the Master Agreement remain in full force and effect. If there are any conflicts between the provisions of this Amendment and the Master Agreement, the terms of this Amendment shall be controlling. This Amendment may be executed in any number of

counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this ___ day of October, 2015.

DEERE CREDIT, INC.	**CITY OF SACRAMENTO**
By: Curtis K Steinmetz	By: _____
Name: Curtis K Steinmetz	Name: _____
Title: Regional Finance Manager	Title: _____

Additional Signature Page (To Master Lease Agreement)

JOHN DEERE FINANCIAL

Master Lease Agreement No. 0057648

Lessee Name: City of Sacramento

Lessee Address: 5730 24th ST Bldg 1
Sacramento, CA 95822

Lessor: DEERE CREDIT, INC.
6400 NW 86th ST.
PO BOX 6600
JOHNSTON, IA 50131-6600

Lessee Name: Sari Deirking
(Additional Signer Name)

BY: _____

TITLE: City Attorney

DEERE CREDIT, INC.

BY: _____

TITLE: _____ DATE: _____

Lessee Name:
(Additional Signer Name)

BY: _____

TITLE:

Lessee Name:
(Additional Signer Name)

BY: _____

TITLE:

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0057648-002
Master Lease Agreement No.	0057648

Lessee: (Name & Address)	**CITY OF SACRAMENTO** 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
10/30/2015	10/30/2018	36	$2,045.56	$173.98	$2,219.44	$112,800.00

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

Due Date	1st Payment Due Date	Discount Rate
30	10/30/2015	Internal Rate of Return minus 2 percent (2%)
Billing Period	**Irregular Payments**	
☑ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Irregular		

PAYMENT DUE AT SIGNING

Advance Lease Payment**	$2,219.44
Origination Fee	$0.00
Security Deposit	$0.00
Total Due At Signing	**$2,219.44**

**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule – Equipment List

Supplier (Name & Address)	PAPE' MACHINERY, INC. 355 GOODPASTURE ISLAND ROAD, EUGENE, OR 97401

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Hour Limit	Excess Hour Charge	Payment	Purchase Option
2015	JD	544KX BZ	544K LOADER	1DW544KZHFE668342	2	800/YR	$40.00/HR	$2,045.56	$112,800.00

Equipment Location	5730 24TH ST BLDG 1, SACRAMENTO, CA, 95822-3604	OUTSIDE city limits: ☐	SACRAMENTO COUNTY

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE
CITY OF SACRAMENTO
5730 24TH ST BLDG 1
SACRAMENTO, CA 95822-3604

By: _____
JERRY WAY, DIRECTOR,
DEPARTMENT OF PUBLIC WORKS

Date: _____

LESSOR
DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

JOHN DEERE FINANCIAL

Equipment Return Provisions

Lease Schedule No.	030-0057648-002
Master Lease Agreement No.	0057648

Lessee: (Name & Address)	CITY OF SACRAMENTO 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF SACRAMENTO, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. **Mechanical.**
   A. Computer systems or safety and emission control equipment not in proper working order.
   B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
   C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
   D. Any air filters not within manufacturer's specifications.
   E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
   F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
   G. Any lubricant, water or A/C seal leaks.
2. **Exterior.**
   A. Dents larger than 2 inches in diameter.
   B. Excessive number of dents or scratches.
   C. Any scratch 8" or longer that reaches the metal skin.
   D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
   E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of $200.
   F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
   G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than $50 in amount.
   H. All frame damage and substandard frame repairs.
   I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.
3. **Cab/Operator Platform.**
   A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
   B. Unclean condition of operator environment.
   C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.
4. **General.**
   A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
   B. Any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate.
5. **Other.**
   A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
   B. The Equipment must be cleaned prior to its return.
6. **Hour Meter.** For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
7. **Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	LESSOR
CITY OF SACRAMENTO 5730 24TH ST BLDG 1 SACRAMENTO, CA 95822-3604	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ JERRY WAY, DIRECTOR, DEPARTMENT OF PUBLIC WORKS	By: _____
Date: _____	Date: _____

JOHN DEERE FINANCIAL

Delivery and Acknowledgment

Lease Schedule No.	**030-0057648-002**
Master Lease Agreement No.	**0057648**

Lessee: (Name & Address)	**CITY OF SACRAMENTO** 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	LESSOR
CITY OF SACRAMENTO 5730 24TH ST BLDG 1 SACRAMENTO, CA 95822-3604	**DEERE CREDIT, INC.** 6400 N.W.86th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ **JERRY WAY, DIRECTOR,** **DEPARTMENT OF PUBLIC WORKS**	By: _____
Date: _____	Date: _____

JOHN DEERE FINANCIAL

Property Tax Acknowledgment

Lease Schedule No.	**030-0057648-002**
Master Lease Agreement No.	**0057648**

Lessee: (Name & Address)	**CITY OF SACRAMENTO** 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

5730 24TH ST BLDG 1 ☐ Check here if OUTSIDE city limits
Street Address

City	State	Zip	County
SACRAMENTO	**CA**	**95822-3604**	**SACRAMENTO**

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

☐ Check here if OUTSIDE city limits
Street Address

City	State	Zip	County

☐ Check here if Sales/Use Tax Exempt ☐ Check here if Property Tax Exempt

Equipment Usage:	
Percentage of Time:	

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE
CITY OF SACRAMENTO
5730 24TH ST BLDG 1
SACRAMENTO, CA 95822-3604

By: _____
JERRY WAY, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

Date: _____

JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	**030-0057648-002**
Master Lease Agreement No.	**0057648**

Lessee: (Name & Address)	**CITY OF SACRAMENTO** 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:
Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE
CITY OF SACRAMENTO
5730 24TH ST BLDG 1
SACRAMENTO, CA 95822-3604

By: _____
JERRY WAY, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

Date:

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐ **Will Be Added**	**Verified By:**

JOHN DEERE FINANCIAL

Advance Lease Payment Invoice

Due Date:	10/30/2015
Total Due:	$2,219.44

Billing Address:	Updated Billing Information:
CITY OF SACRAMENTO 5730 24TH ST BLDG 1 SACRAMENTO, CA 95822-3604	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number	0057648

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
118525	JD	544KXBZ	1DW544KZHFE668342	10/30/2015	$2,219.44	$0.00	$0.00	$2,219.44

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt" Fax: (800) 254-0020 Lease issues only	**Deere Credit, Inc.** **Attn: Acct. Dept. – ALP Processing** **PO Box 6600** **Johnston, IA 50131-6600**

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of $20.00 or an amount not to exceed the highest amount permitted by law.

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans
Fax 800-826-9527
Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

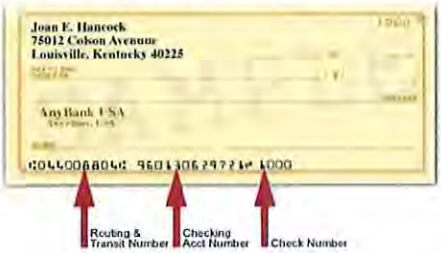
Lease
Fax to 800-254-0020
Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll
Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Sample Business Check

JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.
If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name _____

John Deere Financial Account Number _____

Bank City & State _____

Name on John Deere Financial Account _____

Name on Bank Account _____

Social Security Number/Federal Tax ID _____

9 digit Bank Routing and Transit # _____

Type of Account: ☐ Checking ☐ Savings

Bank Account Number _____

I request Direct Pay Recurring to begin with my payment due _____/____/_____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature _____ Date

Bank Account Owner Phone Number _____

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0057648-003
Master Lease Agreement No.	0057648

Lessee: (Name & Address)	**CITY OF SACRAMENTO** 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
10/30/2015	10/30/2018	36	$2,045.56	$173.88	$2,219.44	$112,800.00

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

Due Date	1st Payment Due Date	Discount Rate
30	10/30/2015	Internal Rate of Return minus 2 percent (2%)
Billing Period	**Irregular Payments**	
☑ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Irregular		

PAYMENT DUE AT SIGNING

Advance Lease Payment**	$2,219.44
Origination Fee	$0.00
Security Deposit	$0.00
Total Due At Signing	**$2,219.44**

**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

Lease Schedule – Equipment List

Supplier (Name & Address)	PAPE' MACHINERY, INC. 355 GOODPASTURE ISLAND ROAD, EUGENE, OR 97401

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Hour Limit	Excess Hour Charge	Payment	Purchase Option
2015	JD	544KX BZ	544K LOADER	1DW544KZEFE668424	2	800/YR	$40.00/HR	$2,045.56	$112,800.00

Equipment Location	5730 24TH ST BLDG 1, SACRAMENTO, CA, 95822-3604	OUTSIDE city limits: ☐	SACRAMENTO COUNTY

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE
CITY OF SACRAMENTO
5730 24TH ST BLDG 1
SACRAMENTO, CA 95822-3604

By: _____
JERRY WAY, DIRECTOR,
DEPARTMENT OF PUBLIC WORKS

Date: _____

LESSOR
DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

JOHN DEERE FINANCIAL

Equipment Return Provisions

Lease Schedule No.	030-0057648-003
Master Lease Agreement No.	0057648

Lessee: (Name & Address)	CITY OF SACRAMENTO 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF SACRAMENTO, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. **Mechanical.**
   A. Computer systems or safety and emission control equipment not in proper working order.
   B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
   C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
   D. Any air filters not within manufacturer's specifications.
   E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
   F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
   G. Any lubricant, water or A/C seal leaks.
2. **Exterior.**
   A. Dents larger than 2 inches in diameter.
   B. Excessive number of dents or scratches.
   C. Any scratch 8" or longer that reaches the metal skin.
   D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
   E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of $200.
   F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
   G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than $50 in amount.
   H. All frame damage and substandard frame repairs.
   I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.
3. **Cab/Operator Platform.**
   A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
   B. Unclean condition of operator environment.
   C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.
4. **General.**
   A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
   B. Any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate.
5. **Other.**
   A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
   B. The Equipment must be cleaned prior to its return.
6. **Hour Meter.** For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
7. **Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	LESSOR
CITY OF SACRAMENTO 5730 24TH ST BLDG 1 SACRAMENTO, CA 95822-3604	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ JERRY WAY, DIRECTOR, DEPARTMENT OF PUBLIC WORKS	By: _____
Date: _____	Date: _____

JOHN DEERE FINANCIAL

Delivery and Acknowledgment

Lease Schedule No.	**030-0057648-003**
Master Lease Agreement No.	**0057648**

Lessee: (Name & Address)	**CITY OF SACRAMENTO** 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	LESSOR
CITY OF SACRAMENTO 5730 24TH ST BLDG 1 SACRAMENTO, CA 95822-3604	**DEERE CREDIT, INC.** 6400 N.W.86th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ **JERRY WAY, DIRECTOR,** **DEPARTMENT OF PUBLIC WORKS**	By: _____
Date: _____	Date: _____

JOHN DEERE FINANCIAL

Property Tax Acknowledgment

Lease Schedule No.	**030-0057648-003**
Master Lease Agreement No.	**0057648**

Lessee: (Name & Address)	**CITY OF SACRAMENTO** 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

5730 24TH ST BLDG 1 ☐ Check here if OUTSIDE city limits
Street Address

City	State	Zip	County
SACRAMENTO	**CA**	**95822-3604**	**SACRAMENTO**

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

☐ Check here if OUTSIDE city limits
Street Address

City	State	Zip	County

☐ Check here if Sales/Use Tax Exempt ☐ Check here if Property Tax Exempt

Equipment Usage:	
Percentage of Time:	

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE
CITY OF SACRAMENTO
5730 24TH ST BLDG 1
SACRAMENTO, CA 95822-3604

By: _____
JERRY WAY, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

Date: _____

JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	**030-0057648-003**
Master Lease Agreement No.	**0057648**

Lessee: (Name & Address)	**CITY OF SACRAMENTO** 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:
Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE
CITY OF SACRAMENTO
5730 24TH ST BLDG 1
SACRAMENTO, CA 95822-3604

By: ➡
JERRY WAY, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

Date: ➡

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐ **Will Be Added**	**Verified By:**

JOHN DEERE FINANCIAL

Advance Lease Payment Invoice

Due Date:	10/30/2015
Total Due:	$2,219.44

Billing Address:	Updated Billing Information:
CITY OF SACRAMENTO 5730 24TH ST BLDG 1 SACRAMENTO, CA 95822-3604	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number	0057648

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
118533	JD	544KXBZ	1DW544KZEFE668424	10/30/2015	$2,219.44	$0.00	$0.00	$2,219.44

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt" Fax: (800) 254-0020 Lease issues only	**Deere Credit, Inc.** **Attn: Acct. Dept. – ALP Processing** **PO Box 6600** **Johnston, IA 50131-6600**

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of $20.00 or an amount not to exceed the highest amount permitted by law.

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans
Fax 800-826-9527
Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

Lease
Fax to 800-254-0020
Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll
Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check

Sample Business Check

JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.
If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name _____

John Deere Financial Account Number _____

Bank City & State _____

Name on John Deere Financial Account _____

Name on Bank Account _____

Social Security Number/Federal Tax ID _____

9 digit Bank Routing and Transit # _____

Type of Account: ☐ Checking ☐ Savings

Bank Account Number _____

I request Direct Pay Recurring to begin with my payment due _____/____/_____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature _____ Date

Bank Account Owner Phone Number _____

JOHN DEERE

JOHN DEERE CONFIDENTIAL

Ron Kammerer
City of Sacramento
5730 24th Street
Bldg 1
Sacramento CA 95822

October 09, 2015

Quote Number 150737 : Wheel Loader 544K, NJPA Cooperative Contract 032515-JDC. ***LIMITED TO DEALER STOCK IT4 ENGINE MACHINE S/N 668342.***

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
7640T	544K 4WD LOADER	1	$181,509.00
0810	STANDARD GATHERING GROUP	1	In Base
0914	IT4 ENGINE	1	$14,289.00
1010	STD 544K LOADER	1	In Base
1110	TRANSMISSION WO AX DISC	1	In Base
1210	100 AMP ALTERNATOR	1	$275.00
1330	MUFFLER WITH CHROME EXHAUST	1	$344.00
1430	AIR INTAKE W PRECLEANER	1	$617.00
1510	STANDARD FAN DRIVE	1	In Base
1610	FUEL TANK W STD FILTER	1	In Base
1700	JD LINK ULTIMATE NA 3YR	1	In Base
1910	STEERING CYLINDER GREASED	1	In Base
2010	STD ZB BOOM W STD LINKAGE	1	In Base
2120	CONVENTIONAL STEERING	1	In Base
2220	SEAT, CLOTH W AIR SUSPENSION	1	In Base
2432	3FN/JYSTK/1AUX/FNR	1	$2,929.00
2510	RIDE CONTROL SYSTEM	1	$4,015.00
2605	ENGLISH DECALS	1	$0.01
2890	NO PAYLOAD SCALE	1	In Base
3046	AXLE,STD REAR & HYD FRONT	1	In Base
3120	AXLE MANUAL DIFF LOCK	1	In Base
4934	20.5R25 1* L3 NBP RADIAL 3PC	1	$13,138.00
5540	FULL COV FR FNDR/R PLATFORM	1	$708.00
7120	HD LED MARKER/TURN LIGHTS	1	$257.00
8220	CAST HITCH	1	$688.00

8310	OUTSIDE MIRRORS	1	In Base
8422	CAB WITH AIR	1	$12,100.00
8450	AC CHARGE	1	In Base
8560	ZBAR COUPLER	1	$5,051.00
9043	ENVIRONTMENTAL DRAIN	1	$410.00
9105	RADIO, AM/FM/WB	1	$317.00
9115	CAB FRESH AIR PRECLEANER	1	$945.00
9140	FIRE EXTINGUISHER	1	$139.00
9225	08 AMP CONVERTER-1 PLUG	1	$250.00
9420	TRANSMISSION GUARDS	1	$450.00
9430	BOTTOM GUARDS	1	$1,362.00
9450	LEVEL 1 SOUND PACKAGE	1	$569.00
9460	LEVEL 2 SOUND PACKAGE	1	$223.00
9709	NBP 20.5R25 1* L3 RADIAL 3PC	1	$0.01
		Total	**$240,585.02**
		Discount (43%)	**$103,451.56**
		Net Price	**$137,133.46**

Custom Jobs

Code	Description	Qty	Price
	Dlr Provide and Install JRB 2.75 CY MP Quick-Tatch Bucket	1	$17,385.00
	Dlr Provide Pre-Delivery Inspection	1	$516.00
	Dlr Provide Local Delivery	1	$475.00
	Dlr Provide After Sales Inspection	1	$1,120.00
	Dlr Provide 48mos/4,000hrs PowerTrain and Hydraulics Extended Warranty	1	$1,975.00
	Dlr Provide Preventative Maint to 1,500 hrs(500/1,000/1,500hrs)	1	$4,392.00
		Total	**$25,863.00**

Quote Summary - Wheel Loader 544K (per unit)	
Item Description	**Prices**
Machine Net Price	$137,133.46
Custom Jobs	$25,863.00
Price per Machine	**$162,996.46**

Destination	Freight Charge	Sales Tax	Misc Tax
Sacramento, CA	$5,669.80	$14,336.63	CA TIRE TAX - $7.00

Total Net Price (Quantity = 1) **$183,009.89**

Warranty Terms
544K includes Standard Warranty of 12 months.

Remarks:
Please note that this quote is valid for 30 days.

JOHN DEERE

JOHN DEERE CONFIDENTIAL

Ernesto Martinez
City of Sacramento
5730 24th Street
Bldg 1
Sacramento CA 95822
Phone: 916-808-8465

October 09, 2015

Quote Number 153114 : Wheel Loader 544K, NJPA Cooperative Contract 032515-JDC. ***LIMITED TO DEALER STOCK IT4 ENGINE MACHINE S/N 668424.***

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
7640T	544K 4WD LOADER	1	$181,509.00
0810	STANDARD GATHERING GROUP	1	In Base
0914	IT4 ENGINE	1	$14,289.00
1010	STD 544K LOADER	1	In Base
1110	TRANSMISSION WO AX DISC	1	In Base
1210	100 AMP ALTERNATOR	1	$275.00
1330	MUFFLER WITH CHROME EXHAUST	1	$344.00
1430	AIR INTAKE W PRECLEANER	1	$617.00
1510	STANDARD FAN DRIVE	1	In Base
1610	FUEL TANK W STD FILTER	1	In Base
1700	JD LINK ULTIMATE NA 3YR	1	In Base
1910	STEERING CYLINDER GREASED	1	In Base
2010	STD ZB BOOM W STD LINKAGE	1	In Base
2120	CONVENTIONAL STEERING	1	In Base
2220	SEAT, CLOTH W AIR SUSPENSION	1	In Base
2432	3FN/JYSTK/1AUX/FNR	1	$2,929.00
2510	RIDE CONTROL SYSTEM	1	$4,015.00
2605	ENGLISH DECALS	1	$0.01
2890	NO PAYLOAD SCALE	1	In Base
3046	AXLE,STD REAR & HYD FRONT	1	In Base
3120	AXLE MANUAL DIFF LOCK	1	In Base
4934	20.5R25 1* L3 NBP RADIAL 3PC	1	$13,138.00
5540	FULL COV FR FNDR/R PLATFORM	1	$708.00
7120	HD LED MARKER/TURN LIGHTS	1	$257.00

8220	CAST HITCH	1	$688.00
8310	OUTSIDE MIRRORS	1	In Base
8422	CAB WITH AIR	1	$12,100.00
8450	AC CHARGE	1	In Base
8560	ZBAR COUPLER	1	$5,051.00
9043	ENVIRONTMENTAL DRAIN	1	$410.00
9105	RADIO, AM/FM/WB	1	$317.00
9115	CAB FRESH AIR PRECLEANER	1	$945.00
9140	FIRE EXTINGUISHER	1	$139.00
9225	08 AMP CONVERTER-1 PLUG	1	$250.00
9420	TRANSMISSION GUARDS	1	$450.00
9430	BOTTOM GUARDS	1	$1,362.00
9450	LEVEL 1 SOUND PACKAGE	1	$569.00
9460	LEVEL 2 SOUND PACKAGE	1	$223.00
9709	NBP 20.5R25 1* L3 RADIAL 3PC	1	$0.01
		Total	**$240,585.02**
		Discount (43%)	**$103,451.56**
		Net Price	**$137,133.46**

Custom Jobs

Code	Description	Qty	Price
	Dlr Provide and Install JRB 2.75 CY MP Quick-Tatch Bucket	1	$17,385.00
	Dlr Provide Pre-Delivery Inspection	1	$516.00
	Dlr Provide Local Delivery	1	$475.00
	Dlr Provide After Sales Inspection	1	$1,120.00
	Dlr Provide 48mos/4,000hrs PowerTrain and Hydraulics Extended Warranty	1	$1,975.00
	Dlr Provide Preventative Maint to 1,500 hrs(500/1,000/1,500hrs)	1	$4,392.00
		Total	**$25,863.00**

Quote Summary - Wheel Loader 544K (per unit)	
Item Description	**Prices**
Machine Net Price	$137,133.46
Custom Jobs	$25,863.00
Price per Machine	**$162,996.46**

Destination	Freight Charge	Sales Tax	Misc Tax
Sacramento, CA	$5,669.80	$14,336.63	CA TIRE TAX - $7.00

Total Net Price (Quantity = 1) **$183,009.89**

Warranty Terms

544K includes Standard Warranty of 12 months.

Remarks:

Please note that this quote is valid for 30 days.

John Deere Construction Retail Sales

NJPA AWARDED CONTRACT

JOHN DEERE

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Contract#: 032515-JDC
Category: Construction & Agricultural Equipment
Description: Construction Equipment
Maturity Date: 05/19/2019

Founded in 1837 and embracing the core values of Quality, Integrity, Commitment and Innovation, John Deere has been a lasting solutions provider for over 178 years. We are proud to partner with NJPA to help its members also achieve long term success. Contract 032515-JDC provides 68 models of construction equipment in 12 product groups that span the heavy, medium and compact equipment categories. Equipment on contract includes Excavators, Motor Graders, Articulated Wheel Loaders, Dozers, Backhoes and Skid Steers among others. With John Deere's vast network of authorized dealers, NJPA members can count on professional assistance, from initial sales quote to certified product maintenance.

Vendor Contact Info

Richard Murga
Direct Phone: 800-319-3757
option 1
murgarichard@johndeere.com
www.deere.com

Mark Deakyne
Direct Phone: 800-319-3757
option 4
deakynemarkr@johndeere.com
www.deere.com/construction

Contract Award
RFP 032515 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only): Mark R. Deakyne

Mark R. Deakyne
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 20 15 **NJPA Contract Number 032515-JDC**

NJPA Authorized signature: _____ Scott Verronen
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 20 15 **NJPA Contract Number 032515-JDC**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature: _____ Mark R. Deakyne
(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 **NJPA Contract Number 032515-JDC**

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

RFP Opening

MARCH 26, 2015
8:00 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #032515

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning JANUARY 23, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until MARCH 25, 2015 at 4:30 p.m. Central Time at the above address and opened MARCH 26, 2015 at 8:00 a.m. Central Time.

RFP Timeline

JANUARY 23, 2015	**Publication of RFP in the print and online version of the Minneapolis *Star Tribune*, in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
MARCH 4, 2015 10:00 a.m. Central Time	**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**
MARCH 18, 2015	**Deadline for RFP questions.**
MARCH 25, 2015 4:30 p.m. Central Time	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
MARCH 26, 2015 8:00 a.m. Central Time	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 4) in the hard copy print and online editions of the USA Today; and 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES .

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Wheel or track loaders, motor graders, excavators, bull dozers, compactors, scrapers, vocational trucks, articulated trucks, cranes, paving machines, screeds, pavement milling machines, and rollers.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 Respondents must meet at least ONE of the following three requirements (A through C) to be considered within the scope of this solicitation.

A) The response must include at least one of EACH of the following: a wheeled or track loader with published net horsepower in excess of 300 H.P., an excavator with published operating weight in excess of 60,000 lbs., or a motor grader with published operating weight in excess of 35,000 lbs.

B) The response must include at least one crane with a published maximum lifting capacity exceeding 300 tons and a published maximum boom length exceeding 150 feet.

C) The response must include at least one of EACH of the following: a paver, a pavement milling machine, or a screed.

For purposes of this Section 3.17.2.1, the term "published" means that the information is readily available through the respondent's printed literature or website and that the respondent has verified the accuracy the information.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to

obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that

certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening",** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP**. We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed.

Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity ($1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

6.6.1 received prior to the deadline for submission or it will be returned unopened;

6.6.2 properly addressed and identified as a sealed proposal with a specific opening date and time;

6.6.3 pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;

6.6.4 original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;

6.6.5 an electronic copy (CD or flash drive) of the entire response; and

6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

6.8.1 Company Information & Financial Strength

6.8.2 Industry Requirements & Marketplace Success

6.8.3 Ability to Sell & Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value Added Attributes

6.8.7 Payment Terms & Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing & Delivery

6.8.11 Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to

this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment C.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverage as specified**.**

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, $1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of $1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to

facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

> **8.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to

commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP**.** Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Demonstrate your financial strength and stability.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) How long has your company been in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry?
8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
9) Please provide your bond rating, and/or a credit reference from your bank.
10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
12) Provide all "Suspension or Disbarment" information as defined and required herein.
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.
16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe how you would market/promote an NJPA Contract nationally to ensure success**.**
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process?
____ Yes ____ No
    a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.
37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
38) Identify any GSA Contracts held or utilized by the Proposer.

39) What is the annual combined dollar sales volume for each of these contracts?
40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
41) How would you leverage an NJPA awarded contract in your sales process?
42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
44) Is this training standard as a part of a purchase or optional?
45) Describe current technological advances your proposed equipment/products and related services offer.
46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name:_____Title:_____

Email: _____Phone:_____

Your Primary Contact person regarding your proposal:

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information:

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP 032515 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 # _____

_____
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number 032515 #**

NJPA Authorized signature: _____ _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number 032515 #**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____ _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number 032515 #**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and

4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and

6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and

11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.

12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.

13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

_____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____Its_____

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
    a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
4) Do you accept the P-card procurement and payment process?

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
6) Do all warranties cover all products/equipment parts and labor?
7) Do warranties impose usage limit restrictions?
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
9) Please list any other limitations or circumstances that would not be covered under your warranty.
10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
16) Describe your NJPA customer volume rebate programs, as applicable.
17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:

_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____d. Other; please describe.

20) Do you offer quantity or volume discounts?

_____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry-Specific Items

24) What is your US market share for the solutions you are proposing in this response?
25) Do you hold any industry-specific quality management system certifications such as ISO 9001?
26) Do you hold any environmental management system certifications such as ISO 14001?
27) What is your Canadian market share (if any) for the solutions you are proposing in this response?
28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?
29) For how many years have the models you are proposing in this response been available in the marketplace?
30) What is your parts order fill rate?
31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?

Signature: _____Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND**: **PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

> *NOTE:* New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

> *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.
>
> *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

- ☐ Adding Equipment/ Products /Services
- ☐ Deleting/Discontinuing Equipment/Products/Services
- ☐ Price Increase
- ☐ Price Decrease

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes ☐ No

Section 5. Signatures

_____ _____
Vendor Authorized Signature Date

_____
Print Name and Title of Authorized Signer

_____ _____
NJPA Executive Director Signature Date

Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

Form A

PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Questionnaire completed by: Mark R. Deakyne

Please identify the person NJPA should correspond with from now through the Award process:
Name: Mark R. Deakyne E-Mail address: DeakyneMarkR@JohnDeere.com

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
John Deere Construction Retail Sales (JDCRS) has a full line of Construction and Commercial Worksite Products (CWP) to provide solutions to the National Joint Powers Alliance (NJPA) Membership. For clarification purposes, "Construction" equipment refers to the larger, full size equipment, while "CWP" refers to the small, mini, and compact equipment offerings. Our products offer NJPA and the NJPA Membership a superior value and our global dealership network offers unsurpassed customer support. We are excited for the opportunity to continue our partnership with NJPA and the NJPA Membership striving to be their preeminent Heavy Construction Equipment supplier.
2) What are your company's expectations in the event of an award?
John Deere Construction Retail Sale's expectations are to continue strengthening and building new relationships with NJPA and the NJPA membership by providing Heavy Construction Equipment solutions through our innovative state of the art products and superior customer service.
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
John Deere Shared Services, Inc.
DBA John Deere Retail Sales
PO Box 8806
1515 Fifth Avenue
Moline, IL 61265-8806
(309) 765-0294
Tax ID: 36-3387700
4) Demonstrate your financial strength and stability.
Enclosed is the Deere & Company 2014 Annual Report. A hyperlink is provide below:
http://investor.deere.com/files/doc_financials/annual_reports/2015/2014_annual_report_v001_g1fx1i.pdf
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
No.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
Committed to those linked to the land
Since 1837, John Deere has seen a great many changes in its business, its products, and its services. Change always comes with opportunity. And Deere has always been ready and willing to embrace it. Yet, through it all, John Deere is still dedicated to those who are linked to the land – farmers and ranchers, landowners, builders. And Deere has never outgrown, nor forgotten, its founder's original core values: integrity, quality, commitment and innovation. Those values determine the way we work, the quality we offer, and the unsurpassed treatment you get as a customer, investor, and employee.
7) How long has your company been in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry?

John Deere Dubuque Works opened in 1947, and John Deere's Construction & Forestry Division was established in the mid-1950s, and then called the Industrial Equipment Division. In late 1957 and early 1958, John Deere appointed its first dealers who were responsible for selling construction equipment exclusively. Today, John Deere Construction & Forestry full-size products are distributed through a network of more than 600 dealer locations worldwide.

8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed? Manufacturer
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing. Not Applicable
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   We have dedicated two account managers and one administrator to support the needs of our NJPA contract. The account managers promote this contract to John Deere Dealers and customers, provide guidance on using the contract, and team with the John Deere Dealer network to provide customer solutions.
   Also, the account managers work with the John Deere dealer network to ensure prompt delivery and customer service satisfaction.
   The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In the United States, John Deere Construction & Forestry Company has 40 dealer owner groups representing over 350 retail locations. All geographic areas of the country belong to a JDCFC dealer's assigned territory. Additionally, John Deere has over 1200 dealer locations servicing Commercial Worksite Products in the United States.
   c) Are these individuals your employees, or the employees of a third party? Third party.
   d) If applicable, is the Dealer Network independent or company owned? The Dealer Network is independent.
9) Please provide your bond rating, and/or a credit reference from your bank.
   **The senior long-term and short-term debt ratings and outlook currently assigned to unsecured company securities by the rating agencies engaged by the company are as follows:

	Senior Long-Term	Short-Term	Outlook
Moody's Investors Service, Inc.	A2	Prime-1	Stable
Standard & Poor's	A	A-1	Stable

**From Deere and Company 2014 Annual Report

10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
   John Deere Construction & Forestry Company maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources, Tax and Legal Departments. John Deere self-audits and is regularly audited by Deloitte & Touche for compliance with all required licenses, certificates and regulations.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
   All John Deere Construction & Forestry dealers and John Deere Commercial Worksite Products dealers are bound by a dealer contract that requires them to hold all appropriate certificates and licenses to conduct business in their assigned area of responsibility.
12) Provide all "Suspension or Disbarment" information as defined and required herein. Not Applicable
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
   Enclosed is our Certificate of Insurance for our current Contract 0060311-JDC
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.
   Construction Equipment (CE) [heavy and medium size equipment]

Articulated Dump Trucks	Backhoes	Crawler Dozers	Crawler Loaders
Excavators	Four Wheel Drive Loaders	Motor Graders	Tractor Loaders
Blades	Brooms	Buckets	Forks

Commercial Worksite Products (CWP) [compact equipment]

Compact Excavator	Compact Track Loaders	Compact Wheel Loaders	Skid Steer Loaders
Augers	Buckets	Blades	Brooms
Forks	Grapples	Hammers	Snow Blowers

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.
John Deere has a longstanding history of supporting its customers. As a direct result, John Deere Corporate has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship.
A current listing of these awards is enclosed: John Deere – citizenship milestones.pdf

16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.
Due to privacy reasons, customers preferred not to provide testimonials. We can assure you that we have proven experience in multiple states working with cooperative purchasing members similar to NJPA members.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
John Deere Construction Retail Sales sells direct to federal, military, state and local agencies for John Deere Construction & Forestry Company. JDCRS averages over 90 million dollars in annual sales to customers across the United States. Our John Deere dealers average over 700 million dollars in sales to governmental agencies. Specific customer information is consider confidential and proprietary and cannot be provided.

18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.
As stated above, details of our sales are considered confidential and proprietary and cannot be provided. We have a dedicated staff whose core function is to sell to the government and continually seek out new customers to increase sales. Our John Deere dealer network considers governmental sales as core business and is equally committed to supporting and growing this business.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
JDCRS has a dedicated governmental sales department, based out of Moline, IL, that focuses 100% of their time on the sales of construction equipment to governmental and other public agencies. There are five Account Managers to support this business. Each manager is assigned specific customer accounts that span across the United States. The account managers provide contract sales training to the John Deere dealer network. Both the account managers and the dealership support the sales process for the customer from quote to delivery and resolve any customer concerns. They develop relationships and understand the equipment needs of the end user, purchasing agents, contracting officers and administrators. All account managers' work with the John Deere Dealerships to provide local machine delivery and customer service when needed.

20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
In the United States, John Deere Construction & Forestry Company has 40 dealer owner groups representing over 350 retail locations. All geographic areas of the country belong to a JDCFC dealer's assigned territory. Additionally, John Deere has over 1200 dealer locations servicing Commercial Worksite Products in the United States. John Deere dealers allocate sales and service attention proportionally as their market demands, and John Deere cannot make any commitments on behalf of its dealer network.

21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?

John Deere manufactures reliable, operator friendly equipment that keeps customers safe and productive. We also provide a well proven customer support processes to identify any product issues and resolve them efficiently and effectively.

Factory Support is centralized through DTAC (Dealer Technical Assistance Center) which provides direct factory engineering and technical product support to our worldwide dealer network. DTAC also maintains an extensive database of problems/solutions which is used to speed diagnostic time and to communicate common concerns to all dealers. In addition, we have trained and experienced MPSO (Manager Product Support Operations) field personnel located throughout the world to support our dealer network. These representatives work closely with all parties, from the customer to the factory, to provide a speedy and satisfactory solution to any issues which the dealer cannot readily resolve.

The John Deere dealer network, with over 350 Construction Equipment and 1200 CWP Equipment locations in the United States, will be responsible for servicing the equipment sold to the members of the NJPA. Each independently owned dealer offers a mix of products and services contemplated in this RFP, a combination of after-hours service (varies by dealer), online parts ordering, and dealer commitment to quality provides members the service needed to avoid costly downtime. Dealers give their utmost effort to align the most qualified technician to each service job. Additionally, most dealers offer some form of mobile maintenance service which provides convenient, on-site service. Technicians are factory-trained and certified on the service in support of the products contemplated in this RFP. Each dealership is required to have certified technicians for each product they sell as a contractual requirement by John Deere.

In addition, JDCFC dealers are all required to maintain all the necessary Special Tools, Technical Publications and Diagnostic equipment to provide the highest level of support.

22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?

As stated above, the support of equipment is managed and performed by the John Deere dealer network. Nearly all dealer locations offer field service. JDCFC provides consistent and thorough training to dealer technicians and parts personnel throughout the United States in support of a positive customer experience. Should there be a need for equipment service, it will be the NJPA member's responsibility to contact their local dealer for service. Warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be resolved by the John Deere dealer, the dealer works with JDCFC's Dealer Technical Assistance Center (DTAC) for elevated support. This process is typically transparent to the customer.

Primary contact will be with the dealer network, but for problem resolution & escalation the NJPA Deere Account Manager is also available at 1-800-319-3757.

23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.

To guarantee the highest quality of dealer support, all dealers must have at least one Certified Service Technician (CST) as well as proper spare parts and tools in stock for every machine class before they can bring a new machine into their area. There are many requirements to become a CST, including the following:

- Complete Level 1 machine component certification
- Complete Level 2 courses online for machine type (typically five classes)
- Attend a Product Capstone class
  - At least one year at the dealership and experience with the machine for which they are testing
  - Be proficient with Service ADVISOR
  - Interpret electrical and hydraulic schematics/diagrams
  - Be able to proficiently use all required diagnostic tools
  - Have a working knowledge of the theory of operation of the different systems on the product
  - Understand and use the seven steps of troubleshooting
  - Class is a minimum of 75% hands-on

24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract. None.

25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
Governmental and educational agencies are eligible to receive the contemplated contract discounts on the products contemplated in this RFP. Non-profit entities will also be eligible, as long as they meet the following criteria:
- Exempt from state and federal income taxes
- Generally funded exclusively by contributions
- Function to provide charitable, safety, educational, and other beneficial services to entire communities.
- Social organizations such as golf course country clubs, hunting and fishing clubs do not qualify.
- If a non-profit agency does not fit the profiles shown above, it then must specifically be recognized by the IRS as being a 501 (c), (3), (4), (10), or (13) organization.

26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.
Due to the distance and mode of transportation, delivery times for equipment sold to customers located in Alaska, Hawaii, and the US Islands cannot be predicted. JDCRS will work closely with the local John Deere and the customer to reach a mutually agreed upon delivery schedule.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
We will issue the following information upon award:
- DealerNet Link – Internal John Deere dealer website which will provide all contract information i.e.: eligible customers, dealer compensation, ordering process, pricing.
- Dealer Sales Bulletin – Outline of award and points of contact in JDCRS and DealerNet
- Communication to John Deere Territory Sales Managers, Division Sales Managers - Outline of award, and points of contact in JDCRS and DealerNet.

The JDCRS Account Managers work with the John Deere C&F Division Sales teams by participating in meetings and training events to educating the dealers and John Deere personnel on the contract. We use these opportunities to generate an understanding of the NJPA contract benefits and solutions to NJPA eligible customers. Additionally, the Account Managers communicate the awarded contract with key customers who have expressed interest in purchasing John Deere products; promoting NJPA as a simplistic resolution that satisfies the cumbersome, time consuming, and tedious bid process. We see the NJPA contract as the number one solution for these eligible customers.
At key trade shows we will have available to the public a brochure on our NJPA contract and offerings available to participants.

28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
In addition to item 19, we've incorporate a NJPA marketing strategy in our yearly Department Marketing Plan. This plan focuses on strategies to grow the business. We have goals and metrics by which can gauge our success. We receive input from the NJPA support staff to provide guidance for marketing NJPA and leverage their acquired knowledge to develop our marketing program.

29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
John Deere has a dedicated Marketing Communication Department that supports the needs of our Division and our Department. Each year they develop a Fleet guide of our full line of equipment that promotes our products. For our department a Government Contracts booklet is created and distributed annually to our dealership network. Both are available in print and electronic format. Direct mail campaigns are developed as needed and magazines such as the *Worksite Journal* and *The Dirt* are published and distributed quarterly. In conjunction with NJPA, the John Deere Dealerships in New York and John Deere Construction Retail Sales is publishing a direct mailer to market the adoption of the NJPA Heavy Equipment contract by the New York State Office of General Services.
Enclosed are the publications *The Dirt* and *Worksite Journal*.

30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
JohnDeere.com provides detailed product information for the products being offered in this RFP.
Customers are able to view information on product features, specifications, and accessories. Via JohnDeere.com, NJPA members are able to "build-their-own" product. Customers choose the product category and subsequent product options to specify their desired piece of equipment. We encourage all customers to consult the local John Deere dealer for product code selection as they have the expertise and training to properly configure a machine. Selections

are then shared with the local dealer for a quote. JDCRS may be contacted for the applicable NJPA discount as well. See the attached links for examples of product information and "build-your-own" available through JohnDeere.com.
Product Information:
http://www.deere.com/en_US/industry/construction/construction.page?

Build Your Own Sample:
http://www.deere.com/wps/dcom/en_US/products/equipment/motor_graders/870g_gp/870g_gp.page?

31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
We envision that NJPA and John Deere will continue to work together identifying opportunities and promoting sales. Together we have an engaged in conference calls, webinars, dealer meetings and mailings to increase NJPA awareness, membership, and resultant sales.
Enclosed is a mailer: Value of NJPA flyer John Deere.pdf

32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
John Deere's marketing strategy focuses on two techniques Deep Customer Understanding (DCU) and Deliver Customer Value (DCV). DCU means we fully understand, translate, and deliver our customers' specific local needs through profitable, innovative, and value based solutions better than any competitor. DCV is about profitably translating our customers' needs into products and services that meet or exceed those needs at prices our customers are willing to pay.

33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
John Deere Construction Retails Sales has senior management's full support on our current NJPA contract and their embracement with the new contract will not waiver.

34) Do you view your products/equipment applicable to an E-procurement ordering process?
____ Yes __X__ No
   a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.

35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?
We communicate pricing discounts, and sales processes through the following means:
   - DealerNet Link – Internal John Deere dealer website which will provide all contract information i.e.; eligible customers, dealer compensation, ordering process, pricing, and discounts.
   - Dealer Sales Bulletin – Outline of award and points of contact in JDCRS and DealerNet
   - Communication to John Deere Territory Sales Managers, Division Sales Managers - Outline of award, and points of contact in JDCRS and DealerNet.

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.
Personally, I have over three years' experience, the Account Manager that manages the NJPA account has over five years' experience, and the Manager, Government Sales has over twenty-five years' experience with national, state, and local cooperative contracts.

37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
We deem that information as confidential. We would not ask NJPA to provide us the dollar sales volumes of our competitors on the NJPA contract.

38) Identify any GSA Contracts held or utilized by the Proposer.
GSA Contract Number: GS-30F-0013U

39) What is the annual combined dollar sales volume for each of these contracts?
John Deere Construction Retail Sales sells direct to federal, military, state and local agencies for John Deere Construction & Forestry Company. JDCRS averages over 90 million dollars in annual sales to customers across the United States. Our John Deere dealers average over 700 million dollars in sales to governmental agencies.

40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

We let the customer decide their best legal procurement method. We educate the customer on what we have to offer within their geographical area and let them make the choice. NJPA is a valuable add to our business. Many of our dealers have embraced the NJPA contract and are using the NJPA contract to increase sales and provide better service to their customers.

41) How would you leverage an NJPA awarded contract in your sales process?
Like our John Deere products we value sell the NJPA contract. We incorporate NJPA in our sale process by determining if their purchasing regulations permit them to use a cooperative purchasing contract. If so, we provide them with a value based solution which benefits them in the following ways:

- Contract competitively solicited for you
- The formal contracting (bidding) process is satisfied
- Eliminates low bid / low quality issues
- NJPA is a government entity
- NJPA staff are public employees
- The John Deere can be purchased now not months later

42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods. John Deere Construction Retail Sales will continue to pay NJPA 1%

Value Added

43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? _X___ Yes ____ No
Training on equipment operation and safety is available through the John Deere Dealer network. Additional distance-learning classes are available on basic equipment systems for certain products through John Deere University. John Deere University is only one of the many resources offered to customers via the Customer Personal Service website, http://mycps.deere.com. Other resources include product and part cross references, engine information and more.

44) Is this training standard as a part of a purchase or optional?
The local John Deere Dealership conducts general operation and maintenance training as part of the purchase. In depth product or specific system training is optional and can be arranged through the customer's local dealer.

45) Describe current technological advances your proposed equipment/products and related services offer.
Technology is at the heart of business innovation and John Deere utilizes the latest software and technological breakthroughs in providing customers with state-of-the-art products and services. John Deere prides itself on developing products with cutting edge technology. John Deere WorkSight offers five technologies in a one-of-a-kind offering bringing together our most advanced technology into one seamless package. And in the process, it also brings together the machine, the technician, and the customer:

- JDLink Telematics - gives you remote access to fleet location, fleet utilization and unparalleled diagnostic data.
- Machine Health Prognostics - turns JDLink, machine inspection, and fluid analysis data into smart machine health solutions.
- Remote Diagnostics and Programing - Your John Deere dealer can help you reduce downtime by reading diagnostic trouble codes remotely, as well as recording performance readings.
- Payload Weighing - Payload weighing systems for wheel loaders and ADTs enable production tracking and business optimization.
- Grade Control - Now you can do the same work you have been doing for years with more speed, fewer passes, and greater accuracy.

For more information on John Deere Construction Technology solutions visit:
http://www.deere.com/en_US/services_and_support/technology-solutions/construction-technology-solutions/construction-technology-solutions.page

46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
Safeguarding the environment is nothing new to John Deere. We know that responsible resource management is vital not just to our company and our employees, but also to our customers, our neighbors, and our world. John Deere works tirelessly to develop and offer products that are efficient and effective and minimize environmental impact. And we design, build, and support those products in offices, factories, and dealerships that are built and maintained with the environment in mind:

- **Our 2018 Enterprise Eco-Efficiency Goals** - As part of our commitment to being good stewards of the environment, we have developed a set of goals regarding four key areas: Energy, Water, Waste, and Product Lifecycle. We look forward to keeping you informed about our progress toward achieving these ambitious goals.
- **Our operations and the environment** - Our operating processes reflect a strong commitment to protecting the world around us. We're constantly on the lookout for energy- and water-efficient systems. Systems that sustain air and water quality. Systems that eliminate or reduce waste. And when investing in new products, approaches, or technologies, we give preference to those that have the most favorable environmental impact.
- **Our products and the environment** - John Deere products are designed for efficiency and productivity. And by truly understanding our customers' needs and by incorporating innovative technology, we're able to offer machines that are not only more productive and more efficient, but also demonstrate a deep respect for the environment.

For more information on John Deere's Environmental Stewardship visit:
http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
John Deere is committed to Supplier Diversity. Each year we submit a commercial sub-contracting plan that outlines our commitment to use WMBE's, SBE's, and other MBE's in support of our business to GSA. Our 2015 plan has been approved and enclosed is an excerpt that outlines which Small Business groups collaborate with our factories and businesses.
Excerpt of 2015 Subcontracting Plan Enclosed: Deere Company Small Business Plan.bmp

48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
As a company, John Deere is a strong force in construction equipment. We are also the worldwide leader in forestry equipment, and the world's leading manufacturer of farm equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.
Valuable Extras

- John Deere Construction and Forestry and Commercial Worksite Products dealers have over 8,000 factory-trained technicians
- Genuine John Deere Parts, highest-quality parts for the highest-quality equipment
- ServiceADVISOR™ - Unique diagnostic technology provides John Deere service technicians with on-demand troubleshooting solutions
- Exclusive Fleet Care, reduce the risk of downtime and maintenance and repair costs with John Deere's industry exclusive Fleet Care proactive
- JDLink machine technology
- FLASH™ or FLASH+™ exclusive ordering systems offer unmatched parts availability

49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
John Deere offers their full line of heavy duty construction equipment product to NJPA and NJPA members. NJPA is our only national cooperative that offers our full product line as solutions to their membership's heavy equipment needs.

50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
Service contracts are not being offered as part of the bid. NJPA members are eligible to purchase John Deere's extended warranty, which covers failures due to defective materials or original workmanship at the conclusion of the factory warranty. Extended warranty is available for purchase from John Deere dealers on most models, but it is not discounted as part of this bid.

51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
JDCRS is not able to provide service for Canada or any other international geography via the contemplated NJPA contract.

52) Describe any unique distribution and/or delivery methods or options offered in your proposal.
JDCRS will ship the machine from the factory to the NJPA member's nearest authorized John Deere Dealership. The FOB terms will be addressed on Form P. Prior to delivery, the machine will undergo a Pre-Delivery Inspection which the customer will be charge. The customer may choose to either take delivery of the machine at the dealership's location or have the machine delivered locally to the end user's location. The local delivery is an optional charge.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: 18Mar15

Form B

PROPOSER INFORMATION

Company Name: John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc.

Address: 1515 Fifth Avenue

City/State/Zip: Moline, IL 61265

Phone: (309) 765-0294 Fax: (309) 765-3358

Toll Free Number: (800) 319-3757 E-mail:DeakyneMarkR@JohnDeere.com

Web site: www.deere.com

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: Sandra Bridge-Chase

Email: Bridge-ChaseSandraG@JohnDeere.com Phone: (309) 765-0298

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: Mark R. Deakyne Title: Contract Manager

Email: DeakyneMarkR@JohnDeere.com Phone: (309) 765-0294

Your Primary Contact person regarding your proposal:

Name: Mark R. Deakyne Title: Contract Manager

Email: DeakyneMarkR@JohnDeere.com Phone: (309) 765-0294

Other important contact information:

Name: Richard Murga Title: Account Manager

Email: MurgaRichard@JohnDeere.com Phone: (309) 765-0260

Name: Jayne Osborne Title: Contract Administrator

Email: OsborneJayneM@JohnDeere.com Phone: (309) 765-1996

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.22/6	Unless stated otherwise, a manufacturer…proposer is assumed to have a documented relationship with their dealer network where that dealer network is…authorized to accept, purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer. Any such dealer will be considered a sub-contractor of the proposer.	"Subcontractor" does not apply to our dealer network. Dealers are not authorized to accept or process purchase orders resulting from this RFP. All POs will be processed through the Moline JDCRS office. John Deere partners with independently owned dealers that are bound by a dealer agreement. That being said, John Deere is not responsible for the acts and conduct of the dealer network.	NJPA Accepts
5.45/20	It is the desire that delivery be made within ninety-days (90) of the receipt of the Purchase Order.	JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, inspection/setup by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there will be exceptions from time to time.	NJPA Accepts

Proposer's Signature: _____ **Date:** 18Mar2015

LEGAL Initials m 4/4/15 Date

Contract Award
RFP 032515 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only): Mark R Deakyne

Mark R. Deakyne
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Cauvette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 20 15 **NJPA Contract Number 032515-JDC**

NJPA Authorized signature: _____ Scott Verronen
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 20 15 **NJPA Contract Number 032515-JDC**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature: _____ Mark R. Deakyne
(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 **NJPA Contract Number 032515-JDC**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: John Deere Contruction Retail Sales a division of John Deere Shared Services, Inc.

Contact Person for Questions: Mark R. Deakyne

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 1515 Fifth Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: (309) 765-0294 Fax Number: (309) 765-3358

E-mail Address:DeakyneMarkR@JohnDeere.com

Authorized Signature: Mark R. Deakyne

Authorized Name (typed): Mark R. Deakyne

Title: Contract Manager

Date: March 18, 2015

Notarized

Subscribed and sworn to before me this 18th day of March, 20 15

Notary Public in and for the County of Rock Island State of Illinois

My commission expires: 10/7/15

Signature: Susan L Kroeger

OFFICIAL SEAL
Susan L. Kroeger
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT 07, 2015

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Questionnaire completed by: Mark R. Deakyne

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
   JDCRS' only option for payment terms is Net 30 Days.
2) Identify any applicable leasing or other financing options as defined herein.
   JDCRS does not play a role in leasing, financing or payment terms other than Net 30 Days.
   John Deere Construction & Forestry does offer financing and leasing options through John Deere Credit. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Credit also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Credit.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
   a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

   NJPA member will contact their local dealer for assistance with machine and option selection. Local dealer or NJPA member, at their option, will forward the official quote request to JDCRS. JDCRS will generate official quote and return for confirmation. The JDCRS quote will state that the purchase order is to be made to JDCRS. Dealerships are not authorized to accept purchase orders. We will follow a Business-to-Government order process. NJPA member will submit their purchase order to John Deere Construction Retail Sales for processing, noting the JDCRS quote number and the NJPA contract number on the PO. JDCRS will ship the unit to the local John Deere Dealer. Delivery of product is handled by the designated delivering dealer. JDCRS invoices NJPA member upon product delivery acceptance receipt.
4) Do you accept the P-card procurement and payment process?
   JDCRS will accept P-card procurement and payment process.

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
   US CAN Deere Warranty Statement.pdf is attached.
6) Do all warranties cover all products/equipment parts and labor?
   See paragraph A of the attached warranty.
7) Do warranties impose usage limit restrictions?
   See paragraph D of the attached warranty statement. Usage hours are not limited for most equipment during the standard warranty period, but limitations on usage behaviors are in place.
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
   Per paragraph E of the attached warranty statement, John Deere is not responsible for travel time, mileage or service calls by the dealer.
9) Please list any other limitations or circumstances that would not be covered under your warranty.

In addition to the information in the attached warranty statement, product warranty is tied to the specific region where a machine was originally marketed, and does not follow the unit if it migrates from one area to another. For example, an authorized John Deere dealer in the U.S. can complete warranty repairs only on a product that was originally marketed within the U.S.

10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?
All geographic regions of the United States are assigned to a John Deere Construction and Forestry Company (JDCFC) dealer. Each dealer has multiple certified technicians to perform warranty repairs.

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
John Deere is responding to this RFP with its complete product offering of Heavy and Medium Construction Equipment and Commercial Worksite Products Compact Equipment including standard factory warranty. Current model numbers are indicated in the NJPA Discount Matrix RFP 032515.xls file. These product lines include:
- Articulated Dump Trucks
- Backhoe Loaders
- Compact Track Loaders
- Crawler Dozers
- Crawler Loaders
- Excavators (Deere/Hitachi), [Heavy, Medium, and Compact]
- High-Speed Dozer
- Landscape Loader
- Motor Graders
- Skid Steer Loaders
- Wheel Loaders [Heavy, Medium, and Compact]

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
We are offering a percentage discount off list price by product model. The discount will apply to base models and options within a price book section/category that lists a dollar value ("See Parts" items not included). A listing of discounts offered is attached NJPA Discount Matrix RFP 032515.xls file. Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days. In calculating these discounts we are obligated to make sure they are in line with our GSA contract. Therefore, we are providing NJPA our most favored customer price.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
The discount range varies from 21% to 43% across are product range. Please see the attached document NJPA Discount Matrix RFP 032515.xls.

14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
Further to item # 12, we are offering a percentage discount off list price by product model. The List prices can be found in our price pages directory. Price pages are confidential and should not be made available to the general public as part of this submittal. Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days. Current price pages will be forwarded to NJPA as soon as they are available.

15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
John Deere Construction Retail Sales (JDCRS) can certainly offer "Sourced Goods" to NJPA Members. What NJPA calls "Sourced Goods", John Deere calls non-contract items, allied items, and Dealer provided services. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say "See Parts" in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Bradco Rock Saw). Dealer provided services are items such as "annual PM services and extended warranty". Non-contract, allied, and Dealer provided service items would be sold as "sourced goods" and the price of the item would be negotiated between the John Deere dealer and the NJPA Member. These costs are annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote.

Sourced goods will appear on the purchase order (PO) with the contract item and would be listed as "Dealer sourced..." For example, a NJPA Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract) and a Bradco Rock Saw (allied) by utilizing the NJPA contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as "Dealer sourced fuel cap and Dealer sourced Bradco Rock Saw" items. We successfully use this process on other contracts.

16) Describe your NJPA customer volume rebate programs, as applicable.
John Deere Construction Retail Sales does not offer a volume rebate program.

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are negotiated between the customer and the dealer. These costs are annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so are paid to the contract proposer then credited to the dealer.
Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and thoroughly clean the unit prior to customer acceptance. The cost of the PDI is negotiated between the customer and the dealer and will vary by machine model and complexity. The cost of the PDI is annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so is paid to the contract proposer then credited to the dealer.

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the NJPA members' local John Deere Dealership. All shipments will therefore be FOB Destination Pre-Paid Added - freight will be quoted at time of machine inquiry and annotated as a line item on the JDCRS quote. PO payment for both equipment and freight is likewise payable to JDCRS. Buying agency will need to supply the full address for the end-user's location at time of quote request. Should buying agency choose not to use their most local dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly.
The dealership may charge a local delivery fee which is negotiated between the customer and the dealer. The cost of the local delivery is annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so is paid to the contract proposer then credited to the dealer. The NJPA customer has the option of accepting delivery at the dealership negating any local delivery fee.
This same policy will adhere for shipments to Alaska and Hawaii.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:
_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
____X___b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
_____d. Other; please describe.

20) Do you offer quantity or volume discounts?
__X___ YES _____ NO Outline guidelines and program.
For each batch of orders quoted/received at the same time, from the same buying entity, the following volume discounts will be apply:

2-4 Machines 1.5%
5-7 Machines 3.5%
8-14 Machines 5%
15-30 Machines 7%

21) Describe in detail your proposed exchange and return program(s) and policy(s).
John Deere equipment is made to order, and therefore, Exchanges and Returns are not permitted.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

As defined in item number 18, we will provide an integrated quote to the customer for the full delivered freight along with the machine and/or attachment requested. Freight is in addition to the machine price, does not receive the equipment discount, and must be included on the same PO to JDCRS as the equipment. John Deere equipment is made to order, and therefore, Exchanges and Returns are not permitted. These rules apply to all NJPA buying agencies, whether located in the continental United States or in Alaska or Hawaii.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

All quotes are created through our office. This central point nearly eliminates inaccuracies subject to a nationwide dealer network. Purchase orders are processed through our office as well. The purchase orders are reviewed by the account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and published discounts. Additionally, the contract manager audits the accuracy of the contract sales and administrative funding fee recorded by the contract administrator.

Industry-Specific Items

24) What is your US market share for the solutions you are proposing in this response?
In the government heavy construction equipment market Deere's share is ~29%.

25) Do you hold any industry-specific quality management system certifications such as ISO 9001?
John Deere is register with the International Standards Organization 9001 for quality management.

26) Do you hold any environmental management system certifications such as ISO 14001?
For more information on John Deere's Environmental Stewardship visit:
http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

27) What is your Canadian market share (if any) for the solutions you are proposing in this response?
Not Applicable

28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?
Our warranty program is handled directly through the John Deere Dealerships. The warranty of Sourced Goods will follow the warranty policy for that good.

29) For how many years have the models you are proposing in this response been available in the marketplace?
Although the year in the marketplace varies by model, John Deere has been manufacturer heavy construction equipment for nearly seventy years.

30) What is your parts order fill rate?
When unable to provide a part over-the-counter, the local dealer can get the part from a regional or major distribution center. Emergency orders entered by 5 p.m. (Monday - Friday) at your local dealer are shipped the same day from our regional centers. Emergency orders are also shipped during Saturday with no added surcharge. Two levels of emergency backup, FLASH™ and FLASH+™ systems, result in a fill level that exceeds 99%.

31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?
Preventative maintenance services are a dealer provided sources service. Please review Form P item 15 above.

Signature: _____ Date: 18Mar2015

www.njpacoop.org

NJPA
National Joint Powers Alliance®

[illegible] 12th Street NE
P.O. Box [illegible]
Staples, MN 56479

Pricing, financials and marketing material were submitted with the response and is available upon request. Due to the difficulty in emailing such a large file they were not included.

As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for data which is nonpublic, is available for review through a formal request process including a written request.

City of SACRAMENTO 19
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00878

Title: Agreement: Program Management Services for Accelerated Meter Program

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement with Carollo Engineers, Inc. for Program Management Services for the Accelerated Water Meter Program for an amount not-to-exceed $996,269.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, (916) 808-1438, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

1-Description/Analysis

2-Background

3-Attachment A (Resolution 2015-0056)

4-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
10/7/2015 2:11:26 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 10/6/2015 12:44:06 PM

Description/Analysis

Issue Detail: The City initiated the Water Meter Implementation Program in 2005 to meet the State-mandated (AB 2572) installation of water meters on all water service connections by January 1, 2025. On February 24, 2015, the City Council approved the Accelerated Water Meter Program that moved up completion of the meter implementation to December 31, 2020. The Department of Utilities (DOU) issued a Request for Proposals (RFP) in June 2015 for program management services to develop project controls, a delivery strategy, and an outreach program needed to effectively accelerate the program. Of the four RFP submittals received, three firms were invited for interviews. Carollo Engineers, Inc. was selected as the top ranking firm.

Policy Considerations: On February 24, 2015, the City Council passed Resolution No. 2015-0056 (see Attachment A) approving the revised water meter implementation guidelines to accelerate the installation of water meters.

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division Manager, has reviewed the proposed program management services and has determined that this is not a project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2) (continuing administrative activities such as a purchases, personnel-related actions, general policy and procedure making), and Section 15378(b)(5) (organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

Sustainability: This report's recommendation is consistent with the approved water meter implementation plan and supports the goals of the City's Sustainability Master Plan.

Commission/Committee Action: Not applicable.

Rationale for Recommendation:

DOU issued a RFP for the Accelerated Meter Program Management and four consultants submitted proposals. The selection committee consisted of Michelle Carrey (DOU), Chris Powell (DOU), Jon Blank (Public Works), John Valdes (Sacramento Suburban Water District), and Todd Jordan (City of Roseville). The committee ranked the proposals and the top three consultants were interviewed. Carollo Engineers ranked number one based on the evaluation criteria of proposal, interview, and LBE status. DOU negotiated with Carollo Engineers to develop a scope of work and budget.

Financial Considerations: The contract with Carollo Engineers, Inc. contains a not-to-exceed limit of $996,269. There are sufficient water funds (Fund 6005) in the Residential Water Metering Program project (Z14010000) to award the contract.

Local Business Enterprise (LBE): Carollo Engineers, Inc. is an LBE.

Background:

In June 2015, City staff issued a Request for Proposals (RFP) for program management services, which included developing project controls, a delivery strategy, and an outreach program needed to effectively accelerate the program. As part of the management services, the proposals needed to incorporate a series of deliverables necessary to manage the meter program, including specific tasks required to accelerate the program. The deliverables include:

- Vision and Goals report
- Program data & information summary
- Project controls plan
- Easements/Permitting Plan
- Completed SRF (State Revolving Fund) Loan Application
- Alternative Delivery Analysis Technical Memorandum
- Apprenticeship Program Plan
- Procurement Plan
- Business Systems Integration Plan
- Staffing Plan
- Program brand identity
- Meter “Checkout” process plan
- Accelerated Program Plan

On July 2, 2015, the City Clerk received proposals from four firms, Carollo Engineers, Inc., West Yost and Associates, Vanir Construction Management, Inc., and MRPE, Inc. The DOU wanted at least one outside department representative to participate in the evaluation process and one evaluator from an outside agency. The proposals were reviewed by the panel consisting of City staff (Department of Utilities and Department of Public Works), City of Roseville and Sacramento Suburban Water District. The proposals were evaluated based on their responses to the RFP, their approaches to address the City’s needs, and experience working with the public. After review of the written proposals, three firms were invited to interview in front of the panel and the City Auditor. The firms had the opportunity to present their proposals and the panel could ask follow-up questions. At the conclusion of this evaluation process, the panel determined that Carollo Engineers’ proposal best met the City’s needs and provided the best value to the City. Carollo was selected as the top ranked consultant. DOU proceeded to negotiate a scope of work and budget with Carollo Engineers that is included in the Agreement of this report.

Attachment A

RESOLUTION NO. 2015-0056

Adopted by the Sacramento City Council

February 24, 2015

APPROVING REVISED WATER METER IMPLEMENTATION GUIDELINES TO ACCELERATE INSTALLATION OF WATER METERS

BACKGROUND

A. Assembly Bill 2572, enacted in 2004, mandated the installation of water meters on all water service connections by January 1, 2025.

B. The City of Sacramento Department of Utilities (DOU) developed a water meter implementation program to meet this requirement. The program encompassed the installation of 105,000 water meters and replacement of 188 miles of water main pipelines.

C. On May 24, 2005, the City Council adopted Resolution No. 2005-347, which included approval of the following guidelines for implementation of the water meter program:

- Spreading meter installation projects throughout the City;
- Replacing aging water mains as part of the program;
- Continuing to add new meter installation projects that are adjacent to completed projects; and
- Installing meters in sidewalks, except in specified instances.

D. Since the water meter program's inception in 2005, 42,500 meters and 24 miles of new water mains have been installed throughout the City.

E. In 2014, the State experienced significant drought conditions, triggering significant measures by the City and other water purveyors to reduce water use. Beginning in February through the end of 2014, the City's drought-response measures reduced water usage Citywide by approximately 20% compared to the same period in 2013.

F. The ongoing drought conditions have reinforced the importance of implementing water conservation measures, including the installation of water meters that incentivize water conservation through consumption-based billing. The Department of Utilities has proposed revisions to the water meter program guidelines previously approved by the City Council, by Resolution 2005-347, that will enable the City to complete water meter installation by December 31, 2020, four years ahead of the deadline specified in AB 2572.

G. Approval of revised guidelines to accelerate the installation of water meters will enhance the City's ongoing water conservation measures and better enable the City to promote water conservation by its customers through consumption-based billing.

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

Section 1. The Department of Utilities' water meter implementation program will install water meters in accordance with the following guidelines:

a. DOU will prioritize the installation of water meters connected to distribution mains currently in public streets and alleys.

b. DOU will reduce the number of water meters to be installed in the sidewalk by installing meters adjacent to the sidewalk where feasible (i.e., subject to existing public easements and site restrictions).

c. In areas with existing backyard mains, where DOU deems it feasible to delay the relocation of the backyard main, water meters will be installed in the backyards, subject to existing public easements and site improvements.

d. In areas with existing backyard mains, where DOU deems it is not advisable to delay the relocation of the backyard main, the backyard water main will be relocated to the street and water meters will be installed adjacent to the sidewalk where feasible (see #b).

Section 2. This Resolution replaces and supersedes Resolution No. 2005-347.

Adopted by the City of Sacramento City Council on February 24, 2015, by the following vote:

Ayes: Members Ashby, Carr, Hansen, Harris, Jennings, Schenirer, Warren and Mayor Johnson

Noes: None

Abstain: None

Absent: None

Vacant: District 6

Attest:

Shirley Concolino

Digitally signed by Shirley Concolino
DN: cn=Shirley Concolino, o=City of Sacramento, ou=City Clerk, email=sconcolino@cityofsacramento.org, c=US
Date: 2015.03.16 15:48:24 -07'00'

Shirley Concolino, City Clerk

PROJECT #: **Z14010001**

PROJECT NAME: **PROGRAM MANAGEMENT SERVICES FOR ACCELERATED METER PROGRAM**

DEPARTMENT: **UTILITIES**

DIVISION: **ENGINEERING**

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS

THIS AGREEMENT is made at Sacramento, California, as of October 27, 2015, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Carollo Engineers
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
Phone: (916) 565-4888 / Fax: (916) 565-4800

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Carollo Engineers, Inc.
NAME OF FIRM

86-0899222
Federal I.D. No.

125-3653-8
State I.D. No.

66407
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
__X__ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

CHRIS CLEVELAND, VICE PRESIDENT
Print Name and Title

Additional Signature *(if required)*

SCOTT E. PARKER, SENIOR VICE PRESIDENT
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Carollo Engineers

Address: 2880 Gateway Oaks Drive, Suite 300, Sacramento, CA 95833

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, 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

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor 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.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If 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, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

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

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by 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 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 this Agreement is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

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

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or 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.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to 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 Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

10/16/15
Date

CHRISTOPHER CLEVELAND
Print Name

VICE PRESIDENT
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Ian Pietz, Senior Engineer
1395 35th Avenue
Sacramento, CA 95822
(916) 808-1910 / 808-1497 / ipietz@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Chris Cleveland, Vice President
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
(916) 565-4888 / 565-4880 / ccleveland@carollo.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: _____ yes __X__ no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

ATTACHMENT 1 TO EXHIBIT A

SCOPE OF SERVICES

Program Management Services for the Accelerated Water Meter Program

City of Sacramento Department of Utilities
City Project No. Z14010001
October 16, 2015

The following Scope of Services has been prepared based on discussions with City of Sacramento (CITY) Department of Utilities (DOU) staff. This scope is the basis for the engineering hours and costs. The overall goal of this project is implement the accelerated water meter program (Program).

The CONTRACTOR shall provide program services for the management, development and implementation of the accelerated water meter program, including but not limited to planning, developing, implementing the program, coordinating project activities, conducting design reviews, coordinating and managing contracts with both design consultants and contractors during the construction of projects, working with DOU engineering staff to monitor overall budgets and schedules, and assisting DOU on public relations.

The scope will be funded in phases. The project phases in the proposed scope of work, Phase 1 – Program Development (Tasks 1 and 2) and Phase 2 - Program Implementation, are intended to be independent of the other, and CONTRACTOR will complete Phase 1 scope before beginning discussions with CITY regarding Phase 2 scope. CITY has the option of awarding Phase 2 to the consultant used for Phase 1.

The first phase will extend from approximately November 2015 to May 2016. The second phase will extend from approximately July 2016 to December 2020. This detailed scope covers only Phase 1 of the program, Program Development.

PHASE 1 PROGRAM DEVELOPMENT

PHASE 1A

TASK 1 Develop Accelerated Program Controls

CONTRACTOR shall develop a plan and structure for the accelerated water meter program (Program), identify all tasks associated with the successful implementation of the Program, and develop protocols and procedures for program management of the accelerated Program.

Task 1.0 - Accelerated Program Commencement

CONTRACTOR will conduct activities to initiate the accelerated Program, coordinate resources between CITY and CONTRACTOR, and establish the vision and goals for the Program.

1.0.1 Program Commencement (Kickoff) Meeting

CONTRACTOR will initiate the Program with one (1) Kickoff Meeting with key project stakeholders to discuss overall work plan, tasks, schedule, meetings, resources, and other coordination items in order to begin execution of the Phase 1 Program Development. CONTRACTOR will prepare meeting materials including an agenda, and meeting minutes following the workshop.

1.0.2 Conduct Vision and Goals Workshop

Following the Kickoff Meeting, CONTRACTOR will conduct one (1) Vision and Goals Workshop where CITY staff, CONTRACTOR, and other stakeholders will meet to define the Program vision and goals. The purpose of the workshop will be to attain alignment between key Program staff and executives so that work efforts will be better focused on executing the Program vision and goals. The workshop will include discussion of a broad range of topics including, but not limited to:

- Program vision, goals, drivers, objectives, and constraints
- Roles and responsibilities (staffing plan to be detailed in Task 1.11)
- Decision-making and issue escalation procedures
- Internal communications
- Plan forward

It is anticipated that the Workshop will be held in 2 consecutive sessions. Session 1 will be the vision and goals development with executive management staff from the CITY. Once program vision and goals are defined, the second session of the workshop will be with additional staff that will be involved with the program development, where the project vision and goals will be presented and discussed. CONTRACTOR will prepare a meeting agenda, and meeting minutes following the workshop. Outcomes of the workshop will be included in the Task 1.0.3 Vision and Goals Report.

1.0.3 Prepare Vision and Goals Report

CONTRACTOR will prepare a draft Program Vision and Goals Report based on the results of the Task 1.0.2 Vision and Goals Workshop. The draft report will be prepared and submitted to CITY for review and comments. Final revisions to the Program Vision and Goals Report will be incorporated into the Accelerated Program Plan in Task 1.13.

Task 1.0 Deliverables:

- Kickoff Meeting agenda and materials, and meeting minutes
- One (1) Kickoff Meeting
- Vision and Goals Workshop agenda, and meeting minutes
- One (1) Vision and Goals Workshop

- Draft Vision and Goals Report

Task 1.1 - Review Program Data and Information

CONTRACTOR will obtain and review existing CITY data, information, and systems used for the Program, such as the information and systems used to manage the previously installed meters and relocated pipelines, and the documentation used to develop the accelerated meter installation plan approved by City Council.

1.1.1 Conduct Program Data & Information Meetings

CONTRACTOR will provide CITY with a list of requested data and information on the Program, and track the availability and source of the information. CONTRACTOR will conduct up to four (4) meetings with CITY staff who are responsible for the data, in order to collect, review, and obtain additional information on the data, systems, and documentation. CONTRACTOR will prepare meeting agendas and minutes.

1.1.2 Organize & Analyze Program Data & Information

CONTRACTOR will organize, review, and analyze the Program data and information provided by the CITY based on the request list and informational meetings. CONTRACTOR will develop a summary of the Program data and organize the information in a suitable document management system for reference by the CONTRACTOR and CITY staff throughout the Program. CONTRACTOR will also review and become acquainted with the CITY'S current resources, information systems and databases (such as the CITY'S GIS and Meter Tracking Database), current project delivery methods, standards, and specifications.

Task 1.1 Deliverables:

- Data & Information Request List
- Program Data & Information Meeting agendas and minutes
- Four (4) Program Data & Information Meetings
- Program Data & Information Summary

Task 1.2 - Develop Project Controls Plan

CONTRACTOR will review existing CITY project controls and develop a plan for refining and customizing project controls to fit the specific needs of the Program.

1.2.1 Conduct Project Controls Approach & Tools Meeting

CONTRACTOR will conduct one (1) Project Controls Approach and Tools Workshop with the CITY to discuss the project controls approach, systems, and processes for the Program. The workshop will include a review of the existing CITY project controls used to manage the existing Program, and a discussion of the preferred approach and tools to manage the accelerated Program. Specific items to be discussed during the workshop will include, but are not limited to, the following:

- Budget and cost management
- Schedule management
- Document management
- Contract development and management
- Cash flow forecasting
- Accounting and finance systems
- Business systems integration
- Monthly progress reporting
- Stakeholder reporting
- Coordination with other City departments (i.e. Public Works)
- Risk allocation and management
- Issue tracking and resolution.

Close coordination between this task and Task 1.10- Develop Business Systems Integration, will occur to capture existing system conditions, functionality, and limitations. CONTRACTOR will prepare meeting materials and an agenda, and minutes following the workshop.

1.2.2 Prepare Project Controls Plan

CONTRACTOR will develop a Project Controls Plan based on the results of the workshop in Task 1.2.1, including the recommended approach and tools/systems for each of the items discussed during the meeting. The draft plan will be prepared and submitted to CITY for review and comments. The final revisions to the Project Controls Plan will be incorporated into the Accelerated Program Plan in Task 1.13. The Project Controls Plan will be used by CONTRACTOR to implement the Project Controls Systems under Task 1.3.

Task 1.2 Deliverables:

- Project Controls Approach and Tools Workshop agenda and materials, and meeting minutes
- One (1) Project Controls Approach and Tools Workshop
- Draft Project Controls Plan

Task 1.3 - Implement Project Controls Systems

CONTRACTOR will implement the Project Controls approach and systems according to the Project Controls Plan developed in Task 1.2.

1.3.1 Configure Project Controls Systems

According to the Project Controls Plan, CONTRACTOR will configure the base project controls systems to support the Program. The system components that are anticipated to be configured under this task and utilized to facilitate the management and control of Program activities include the following:

- Carollo Project Manager based on Microsoft SharePoint Online for document management, budget management, risk management, issues tracking, and reporting - includes 50 software user licenses for Program staff for 1 year duration at $96/year/user.

- Microsoft Project and/or Primavera P6 for schedule management - no additional software licenses are included in Phase 1 Program
- ESRI ArcGIS Online for GIS mapping, location, and data management - includes $10,000 in ArcGIS Online credits.

Under this task, CONTRACTOR will establish the software user licenses and configure the base software using Microsoft SharePoint, Microsoft Project and/or Primavera P6, and ESRI ArcGIS. The Project Controls Systems will be further configured to support Program activities in Task 1.3.2.

1.3.2 Implement Document, Schedule, Budget, Risk, and Reports Management

CONTRACTOR will implement the Program document, schedule, budget, risk, issues, and reports management using the project controls systems configured in Task 1.3.1. In order to provide consistent project controls for the CITY, CONTRACTOR will coordinate with CITY IT staff for related business systems and data integration as developed under Task 1.10.3. A few of the specific set-up tasks that will occur as part of implementing the project controls systems for the Program include:

- Establish a dashboard of Key Performance Indicators (KPIs) at the Program and project/contract levels to allow Program management with summary measures of Program progress, accomplishments, and potential issues
- Establish the document management approach including file/folder structure, naming conventions, and security roles/permissions
- Develop forms/templates (e.g. meeting agendas and minutes, monthly progress reports, change management documents) to document and report project activities
- Establish methods and workflows for contracts development, management, and execution
- Develop a budget and cost-tracking tool that conforms with the CITY'S accounting requirements and allows for easy reporting to outside agencies/stakeholders
- Develop a cash flow forecasting tool to estimate availability of Program funding and timing of expenses
- Develop the baseline schedule and master/project schedules for the Program
- Establish a communication schedule to update stakeholders on project progress
- Develop an initial risk register for use and updating throughout the Program
- Configure an action items/issues tracking log for documenting action items and follow-up dates and responsibilities

CONTRACTOR will configure the above items to support the Program activities for Phase 1 as well as for rapid implementation into Phase 2. Project control workflows for design/construction management (e.g. submittals, RFIs, and change control) are not included in Phase 1, but are anticipated to be configured using the same project control systems in the early stages of the Phase 2 Program implementation.

1.3.3 Provide Phase 1 Progress Updates

CONTRACTOR will hold brief weekly Phase 1 progress update meetings with the core project management team from CONSULTANT and CITY. The meetings will consist of short updates on project progress, action items for the coming week, task assignments, and any issues that may impact schedule and budget.

CONTRACTOR will develop and submit monthly invoices to the CITY'S Project Manager in an approved format throughout the Phase 1 project duration. CONTRACTOR will allocate project budget into key tasks and forecast task budgets according to the CITY'S tracking requirements. Invoices will be submitted with a monthly progress report that includes:

- Summary of the Work completed since the previous report;
- Work anticipated in the upcoming month;
- Project status, including scheduled and actual percent completes, and earned value for the major tasks;
- Budget status, including contracted amount, total spent to date, amount remaining, percent spent and actual percent complete;
- Schedule status, including variances in the project schedule by milestone and/or deliverable, and total project;
- Dates of anticipated milestones and/or deliverables in the upcoming month;
- List of problems encountered (if any) and proposed resolution, including technical, budgetary and schedule problems;
- List of potential scope changes, including a brief description and reason for change, along with potential impact on budget and schedule;
- List of issues needing resolution, including party(s) involved and date required so as not to impact project schedule; and
- Public involvement program status for previous month, including documentation of meetings and any subsequent communication with the general public.

Progress reports will be concise and presented in a consistent tabular format agreed to by CITY. A total of seven (7) monthly progress reports have been included in the Phase 1 Program Development. CONTRACTOR will also provide a summary report, presentation materials, and assistance with a CITY staff presentation to City Council at one meeting towards the end of Phase 1 Program Development.

Task 1.3 Deliverables:

- Carollo Project Manager (Microsoft SharePoint Online) for up to 50 user licenses with tools for KPI reporting, document management, contracts management, forms/templates, budget/cost tracking, cashflow forecasting, risk register, and issues tracking log
- Microsoft Project and/or Primavera P6 baseline and master/project schedules
- ESRI ArcGIS Online GIS maps with up to $10,000 in credits
- Progress Update Meetings (weekly)
- Seven (7) monthly progress reports
- Meeting reports/materials and presentation assistance for one (1) Council meeting

Task 1.4 - Develop Easements/Permitting Plan

CONTRACTOR will perform assessments and develop procedures to define potential easement and permitting issues for Program construction and long-term operations and maintenance activities, minimize impacts on program schedule via public outreach, and work with GIS and other resources to identify and track these issues.

1.4.1 Conduct Easements/Permitting Workshop

CONSULTANT will conduct an Easements and Permitting Workshop to review easement issues and permitting requirements for the Program. The focus of the workshop will be to discuss current Program easement considerations and policies, and to identify available easement records and documentation that can be provided by the CITY. The purpose of the workshop is to identify issues that will be addressed in the Easements/Permitting Plan document. CONTRACTOR will prepare workshop materials and agenda, and meeting minutes following the workshop.

1.4.2 Develop Easements/Permitting Plan

CONTRACTOR will review available record drawings ("as-builts"), easement and right-of-way (ROW) information provided by the CITY, and identify "typical" easement issues that may impact the construction of Program improvements and ongoing operations and maintenance needs for water meters and pipelines. CONTRACTOR will use this information to assist in the identification of parcels and neighborhoods appropriate for backyard meter retrofits and other meter installation classifications. CONTRACTOR assumes that the CITY has access to easement information on parcel maps that are accessible electronically. Existing digital aerial photography (CITY GIS data and Google imagery) will be used to make preliminary determinations of on-lot conditions that encroach over pipeline alignments for proposed meter installations. It is recognized that accurate easement and pipeline alignment information is not available and therefore the level of effort to accomplish this task is estimated at this time based on best available information.

Based on the desktop review of available data, CONTRACTOR will identify locations that will need field review and/or additional County records review. CONTRACTOR to identify and coordinate with a CITY field assessment of backyard meter retrofit areas. CONTRACTOR also assumes that no new easements will be sought for typical on-lot parcel improvements needed for work in this program.

It is anticipated that some minimal easements will be necessary for major conveyance piping installations that cross other utilities or existing facilities. CONTRACTOR will review Program work areas to identify potential easement needs for the Phase 2 Program construction packages. These areas include:

- Caltrans encroachments
- County of Sacramento encroachments
- Railroad encroachments

CONTRACTOR will develop an easements and encroachments assessment that identifies the location of the potential needs and a methodology to verify encroachments and easement issues for Program construction in Phase 2 implementation. CONTRACTOR assumes that no additional access and/or construction rights are needed over existing CITY easements and ROW. This task does not include field verification of easement, encroachment, or ROW issues, which CONTRACTOR assumes will be conducted by the CITY.

In a similar process, CONTRACTOR will review the Program work areas for permit requirements and prepare a protocol for acquiring the permits necessary for construction of Program facilities. Potential permitting agencies include:

- Caltrans
- County of Sacramento (Public Works, Flood Control, Light Rail/Transit)
- Railroads

CONTRACTOR will develop a permit requirements assessment that identifies the required permits and locations, a contact at the permitting agency, and typical requirements under the permits.

CONTRACTOR will prepare an Easements and Permitting Plan that combines the assessment results, identified locations, methodologies, and requirements for both easements/ROW and permits for the Phase 2 Program Implementation. The assessments and draft Easements and Permitting Plan will be reviewed and presented in Task 1.4.3.

1.4.3 Conduct Easement/Permitting Assessment Workshop

CONTRACTOR will conduct one (1) Easements/Permitting Assessment workshop to present the results of the easements and permitting assessments developed in Task 1.4.2. CONTRACTOR will prepare workshop materials and agenda, and meeting minutes following the workshop. Based on CITY input from the meeting, CONTRACTOR will prepare a revised draft Easements and Permitting Plan and submit to the CITY for review and comments. Final revisions to the Easements and Permitting Plan will be incorporated into the Accelerated Program Plan in Task 1.13.

Task 1.4 Deliverables:

- Easements/Permitting Review Workshop agenda, materials, and meeting minutes
- One (1) Easements/Permitting Review Workshop
- Easements and Encroachments Assessment
- Permitting Assessment
- Easements/Permitting Plan meeting agenda, materials, and meeting minutes
- One (1) Easements/Permitting Plan Workshop
- Draft Easements and Permitting Plan

Task 1.5 - CEQA Classification Determination

1.5.1 CEQA Classification Determination

Previous and ongoing meter installation projects performed by the City have been identified and classified as "Categorically Exempt" under the State's CEQA rules. Under this subtask, CONTRACTOR's CEQA subconsultant, ESA, will evaluate the proposed program work for applicability of a Categorical Exemption classification under CEQA. A short memorandum will be written and submitted to the CITY in draft form for review and comment. Comments will be addressed in a final version of the memo to be submitted to the City. If the program projects do

not meet the Cat Exempt classification additional CEQA work will be required that is outside of the current scope of this contract, but can be provided through a contract amendment.

Task 1.5 Deliverables:

- CEQA Memorandum

PHASE 1B

Work in Phase 1B will not be initiated until written authorization has been given by CITY to CONTRACTOR.

Task 1.6 - Support Funding Plan

The City anticipates funding the accelerated projects with rate payer funds, bond sale funds and other potential funding sources such as State and Federal Grants and/or a State Revolving Fund (SRF) loan. When requested by CITY, CONTRACTOR shall assist with the preparation of a grant application to support securing a State Revolving Fund loan.

CONTRACTOR will provide up to 68 hours of funding support to the CITY to assist with SRF loan application.

Task 1.6 Deliverables:

- Completed SRF Loan Application

Task 1.7 - Develop Alternative Delivery Analysis

CONTRACTOR will evaluate, present, and, working with CITY, determine which delivery methods for accelerated meter program will be utilized. Based on subtasks identified below, CONTRACTOR will prepare a technical memorandum that evaluates and selects project delivery approaches for design and delivery of the remaining meter installations by December 2020.

1.7.1 Evaluate Alternative Delivery Methods

CONTRACTOR shall conduct research to identify potential traditional and alternative project delivery methods that may be considered by CITY in the course of the Task 1.4 subtasks. Based on this research, CONTRACTOR will identify a preliminary list of delivery methods that are allowable under CITY legal, organizational, and/or other constraints. CONTRACTOR will prepare workshop presentation materials that describe the relative benefits and weaknesses of the identified delivery methods as well as preliminary evaluation criteria to be considered by CITY.

1.7.2 Conduct Alternative Project Delivery Workshop

Utilizing the materials developed earlier in Subtask 1.7.1, CONTRACTOR will facilitate one (1) workshop to assist the CITY in determining the project delivery approaches to be utilized in the implementation of the program. CONTRACTOR will apply weighted evaluation criteria to develop a preliminary recommendation for the project delivery strategy. CONTRACTOR will prepare meeting agenda and meeting minutes.

1.7.3 Develop Alternative Delivery Analysis

Utilizing materials developed earlier in Subtask 1.7.2 and the findings of the Alternative Project Delivery Workshop, CONTRACTOR will complete an analysis of the delivery methods to develop recommendations for CITY. This analysis will include a legal review for compliance with applicable laws and regulations governing public works projects in the State of California.

1.7.4 Prepare and Present Alternative Delivery Analysis

CONTRACTOR will prepare draft technical memorandum summarizing activities of Task 1.7 and formalizing findings of the Alternative Delivery Analysis described above and present draft report contents at one (1) meeting. CONTRACTOR will prepare meeting agenda and meeting minutes.

Task 1.7 Deliverables:

- Project Delivery Workshop materials, agenda, and minutes
- One (1) Project Delivery Workshop
- Alternative Delivery Analysis technical memorandum
- Alternative Delivery Analysis technical memorandum review meeting, agenda, and minutes

Task 1.8 - Develop Apprenticeship Program

CONTRACTOR will assist with the development of an apprenticeship program to provide greater economic opportunities to local low-income and disadvantaged workers through the accelerated water meter program implementation. The program will be based on past similar apprenticeship program, the Priority Apprenticeship Program for the City's downtown arena project.

1.8.1 Prepare Apprenticeship Program Plan

CONTRACTOR will develop an Apprenticeship Program Plan to document the opportunities for recruiting, training, and deploying apprentices from high-need backgrounds and neighborhoods. The draft plan will use the Arena Program as the basis with modifications made based on feedback from CITY review of the draft document. The final revisions to the Apprenticeship Program Plan will be incorporated into the Accelerated Program Plan in Task 1.13. The Apprenticeship Program will be implemented according to the Plan in Phase 2 when selecting contractors and in developing other Program-related resources. If the developed plan varies from the existing Arena Program Apprenticeship Program additional effort will be required to develop the new plan.

Task 1.8 Deliverables:

- Draft Apprenticeship Program Plan

Task 1.9 - Prepare Procurement Plan and Scope of Services

In accordance with the subtasks listed below, CONTRACTOR will prepare scopes of services for meter installation work packages, and a procurement plan for the Program.

1.9.1 Conduct Procurement Plan & Work Package Scoping Meeting

CONTRACTOR will prepare for and facilitate one (1) one-day meeting to present draft sample documents that present the meter installation work package in a sample scope of services for up to three of the delivery methods defined under Task 1.7. A conceptual procurement plan will also be presented using a map and Gantt chart schedule format.

1.9.2 Prepare Scope of Services for Work Packages

Based on the findings of the meeting described in Subtask 1.9.1, CONTRACTOR will develop draft scope of services for each identified work package planned to be issued during the first year of implementation. CITY will provide scope of services and construction specifications based on CITY's existing meter installation packages, modified to suit up to three delivery methods as determined in Task 1.7. CONTRACTOR will utilize the CITY'S previously developed location and timing for different types of meter retrofits (backyard, frontyard, main relocation), as well as the location/timing refinements developed in Task 1.4 for easements and encroachments, as the basis for the work packages and scopes of services. CITY will review draft scope of services for each identified work package and provide one (1) set of written comments to CONTRACTOR. CONTRACTOR will revise draft scope of services for each identified work package for inclusion in the Accelerated Program Plan in Task 1.13.

1.9.3 Develop Procurement Plan

Based on the findings of Tasks 1.7 and 1.9.2, CONTRACTOR will develop one (1) draft version of the procurement plan. CITY will review draft version of the procurement plan and provide one (1) set of written comments to CONTRACTOR. CONTRACTOR will revise draft procurement plan for inclusion in the Accelerated Program Plan in Task 1.13. This task assumes that no workshops will be held to review the draft Scope of Services and Procurement Plan.

Task 1.9 Deliverables:

- Procurement Plan and Work Package Scoping Meeting materials and agenda
- One (1) Procurement Plan and Work Package Scoping Meeting
- Draft scopes of services for meter installation work packages
- Draft procurement plan

Task 1.10 - Develop Business Systems Integration

CONTRACTOR will develop and coordinate integration with existing CITY information system platforms and software, and within each division of DOU, in order to efficiently support the Phase 2 Program implementation.

1.10.1 Conduct Business Systems Integration Meetings

CONTRACTOR will conduct up to four (4) individual business systems integration meetings with appropriate CITY and DOU staff to discuss the data, workflows, and approaches regarding integration of Geographic Information System (GIS), Computerized Maintenance Management System (CMMS), Automated Metering Infrastructure (AMI), and Utility Billing/Customer Information System (CIS). CONTRACTOR will prepare meeting materials and agendas, and minutes following the meetings. Two (2) additional meetings will be held with all staff to discuss cross-over and coordination issues between systems.

1.10.2 Prepare Business Systems Integration Plan

Based on the outcome of the Task 1.10.1 meetings, CONTRACTOR will prepare a draft plan for business systems integration for GIS, CMMS, AMI, Public Works fee tracking and payment, and Utility Billing/CIS systems. The existing Meter Tracking Database (MTD) tool will also be evaluated for potential utilization in the program. The Business Systems Integration Plan will present the proposed data, workflows, tools, and approaches for each of these systems, and a phased plan with requirements for implementing the recommended integration and associated improvements under Task 1.10.3. The draft plan will be prepared and submitted to CITY for review and comments. Final revisions to the Business Systems Integration Plan will be incorporated into the Accelerated Program Plan in Task 1.13.

1.10.3 Implement Business Systems Integration Plan

CONTRACTOR will implement the integration and associated improvements for CITY business systems during the Phase 1 Program as recommended in the Business Systems Integration Plan. The Phase 1 business system improvements will prepare the CITY for efficient integration of data and systems to support the Phase 2 Program implementation. Items that are anticipated to be implemented during the Phase 1 business systems integration include:

- Configure base web-based GIS using ESRI ArcGIS Online with appropriate spatial data to support the CITY'S public outreach program.
- Develop structure for meter and pipeline asset management data to be integrated into the CMMS.
- Develop process for configuration, data collection, and quality checking of AMI connections.
- Develop structure for customer billing data to be integrated into utility billing/CIS.

Task 1.10 Deliverables:

- Business Systems Integration Meeting agendas and minutes
- Six (6) Business Systems Integration Meetings
- Draft Business Systems Integration Plan
- Phase 1 Business Systems Integration Improvements

Task 1.11 - Develop Staffing Analysis

CONTRACTOR will perform a staffing analysis of CITY'S resources, organization, and roles/responsibilities for the Program to determine gaps and potential needs for staff augmentation through Phase 1 Development and Phase 2 Implementation, as well as ongoing water meter program support.

1.11.1 Conduct Staffing Research and Interviews

CONTRACTOR will conduct up to three (3) meetings to research staffing and interview CITY staff to determine gaps and identify potential needs for Program staff augmentation. The interviews will focus on critical areas of staffing that could support or act as barriers to successful execution and implementation of the Program. CONTRACTOR will prepare meeting agendas and minutes for the staffing interviews.

1.11.2 Conduct Staffing Analysis Workshop

CONTRACTOR will conduct one (1) Staffing Analysis Workshop to analyze the strengths and weaknesses of the Program staffing based on the Task 1.11.1 interviews, and discuss the needs for Program implementation and ongoing support. The workshop will include a discussion of the Program organizational structure, existing staffing levels, critical roles, responsibilities, measures of success, and duties/tasks. CONTRACTOR will prepare workshop materials and agenda, and meeting minutes following the workshop.

1.11.3 Perform Staffing Modeling

CONTRACTOR will perform an overall Program staffing assessment, and develop a model of staffing needs based on the research, interviews, and workshop in Tasks 1.11.1 and 1.11.2. CONTRACTOR will utilize a "form follows function" approach to supporting organizational design and associated staffing requirements. The staffing assessment and model will further detail future internal resource needs and external resource utilization. Basic process maps for critical processes will be established with high-level roles/responsibilities to support effective leadership and management of the Program. CONTRACTOR will prepare a draft report of the staffing model and assessment to be presented in Task 1.11.4.

1.11.4 Prepare and Present Staffing Analysis Report

CONTRACTOR will conduct one (1) Staffing Plan meeting to present the results of the staffing model and analysis developed in Task 1.11.3. Following the meeting, CONTRACTOR will prepare a draft Staffing Plan, based on the staffing analysis, and submit to the CITY for review and comments. Final revisions to the Staffing Plan will be incorporated into the Accelerated Program Plan in Task 1.13.

Task 1.11 Deliverables:

- Staffing Interview agendas and minutes
- Three (3) Group Staffing Interviews
- Staffing Analysis Workshop agenda, materials, and minutes
- One (1) Staffing Analysis Workshop

- Staffing Assessment and Model (MS Excel)
- Staffing Plan Meeting agenda and minutes
- One (1) Staffing Plan Meeting
- Draft Staffing Plan

Task 1.12 - Develop Public Outreach Plan

CONTRACTOR will develop and deliver a plan for public outreach based on research, communication, and collaboration with external and internal stakeholders to identify outreach best practices. As part of public outreach effort, CONTRACTOR will provide monthly reports, which include updates on schedule, budget, key accomplishments and challenges, change order summary, project safety summary, etc. CONTRACTOR will evaluate needs and plan for public meetings, website updates, press releases, newsletters, etc. to support the public outreach. CONTRACTOR will develop a final program brand and outreach program rollout schedule.

1.12.1 Program Brand Development

CONTRACTOR will prepare speculative branding mock-ups for an initial client meeting to discuss speculative branding identities and secure branding input. Following the meeting, CONTRACTOR will develop and refine speculative branding options per CITY feedback (Round 1). CONTRACTOR will then develop and refine brand options per CITY feedback (Round 2), prioritize two final speculative brands with CITY for use during qualitative research testing. Additionally, CONTRACTOR will develop up to two (2) branded outreach materials using the two final speculative brands for focus group testing; secure DOU input.

CONTRACTOR will develop and submit a focus group planning memo to the CITY outlining tasks for the four (4) focus groups; two (2) English-language and two (2) Spanish-language groups. CONTRACTOR will coordinate all aspects of the focus groups including: securing a professional focus group facility in Sacramento; preparing focus group moderator's guide with up to two rounds of input from CITY; hiring a professional moderator; and conducting and attending four (4) focus groups. Following the completion of the focus groups, CONTRACTOR will prepare a focus group summary report and meeting with CITY to share focus group report and provide final brand development recommendations.

CONTRACTOR will design master outreach material executions using final brand and present the branded master documents to DOU for input/approval; this includes up to two rounds of minor edits. Final preparation of brand identity and branded material files for inclusion in the final Phase I report will be prepared.

1.12.2 Gather Insights & Map Messages

CONTRACTOR will identify four jurisdictions that have completed water meter install programs to interview in order to glean best practices. CONTRACTOR will develop a questionnaire and provide it to the CITY for final approval. CONTRACTOR will interview up to two people at each of the four jurisdictions. Following the interviews, CONTRACTOR will

document interview feedback and identify highlights for each interview for inclusion in a key findings summary report.

CONTRACTOR will meet with each City Council member to identify any hot-button messages for their respective districts. Following the meetings, CONTRACTOR will develop a recommended point of view on continued City Council collaboration; CONTRACTOR will submit document to CITY for one (1) round of review.

CONTRACTOR will identify a specific list of key messages to be tested during the 1.12.1 branding focus groups. Feedback gathered will be developed into a final draft set of external and internal program messages. Additionally, a set of crisis communications messages will be developed to have ready in case of an emergency.

CONTRACTOR will develop recommendations for how to train and roll out messages to CITY staff and managers, hotline operators and field teams during Phase II.

1.12.3 Develop Communications Plan & Outreach Materials

CONTRACTOR will research and make recommendations on the following: (1) status of and suggestions for improved residential meter construction pre-alert stages, (2) status of and suggestions for improved paid pre-construction notices - to include new media options, (3) program partnerships, (4) specific strategies for a resident "opt-in" program to subscribe for project alerts, and (5) responses to customer calls via a hotline.

Additionally, CONTRACTOR will develop the following: (1) strategy and activation suggestions for using a "street team," (2) earned media outreach strategy and suggestions - including milestones, (3) recommendations for ongoing educational outreach opportunities and (4) recommendations for program website content including and outline of key content suggested for Phase II.

The CONTRACTOR will identify costs for all elements in the outreach plan and develop a comprehensive outreach plan recommendation. The outreach plan will be submitted to the CITY for review and approval; this includes up to two rounds of edits. The final plan will be included in the Accelerated Program Plan.

CONTRACTOR will participate in, either in person and/or via conference, bi-weekly "touch-base" meetings. This task includes up to $1,000 in incidentals.

1.12.4 Develop Meter Checkout Process & Strategy

CONTRACTOR will meet with DOU conservation staff and discuss implementing a "checkout" strategy for the newly metered customers. Following the meeting, CONTRACT will draft a checkout process strategy memo and submit to DOU for consideration; this includes up to two rounds of edits. The final memo will be included in the Accelerated Program Plan.

Task 1.12 Deliverables:

- Refinement of speculative branding mock-ups

- Focus Group Planning & Logistics, including: focus group moderator's guide, four (4) focus groups, summary report
- Final tested and selected program brand identity (logo); Master branded outreach material documents
- Jurisdiction interview questionnaire; summary report on jurisdiction interviews
- One (1) in-person meeting with each City Council member and resulting point of view document
- Internal and external key message lists and crisis communication message list;
- Training and rollout recommendations for CITY
- Cost estimates for outreach plan costs and comprehensive outreach plan recommendations.
- Checkout process strategy memo and final recommendations

Task 1.13 - Develop Accelerated Program Plan

CONTRACTOR will develop an Accelerated Program Plan that incorporates all the plans that have been prepared in previous Phase 1 Program Development tasks, and provides a comprehensive document for executing the Phase 2 Program Implementation.

1.13.1 Prepare Accelerated Program Plan Outline

CONTRACTOR will develop an outline for the Accelerated Program Plan that incorporates all Phase 1 plans prepared in previous tasks. CITY will review and provide feedback on the outline that will be incorporated into the Draft Accelerated Program Plan. Elements of the Accelerated Program Plan are anticipated to include the following:

- Introduction
- Program Vision, Goals, and Objectives
- Key Performance Indicators
- Program Organization, Roles, and Responsibilities
- PM Team Contact Information
- Program Staffing Plan
- Matrix of Authority and Issue Escalation Plan
- Project Controls Plan
- Business Systems Integration Plan
- Procurement and Project Delivery Plan
- Master Program Schedule
- Program Work Breakdown Structure (WBS)
- Safety Plan
- Quality Plan
- Public Outreach Plan
- Communications and Reporting Plan
- Apprenticeship Program Plan
- Risk Management Plan
- Project Standards
- Design Management Plan
- ROW/Easement Management Plan

- Construction Management Plan
- Project and Program Closeout Procedures

1.13.2 Prepare Draft Accelerated Program Plan

CONTRACTOR will develop the draft Accelerated Program Plan for Phase 2 that incorporates all Phase 1 plans prepared in previous tasks. The draft plan will be prepared and submitted to CITY for review and comments. Final revisions to the Accelerated Program Plan will be incorporated into the final plan in Task 1.13.4.

1.13.3 Conduct Accelerated Program Plan Workshop

CONTRACTOR will conduct an Accelerated Program Plan Workshop to present and discuss the implementation plan for Phase 2 of the Program. CITY will provide additional feedback on the draft Accelerated Program Plan to be incorporated into the final plan. CONTRACTOR will prepare workshop materials and agenda, and meeting minutes following the workshop.

1.13.4 Prepare Final Accelerated Program Plan

CONTRACTOR will prepare the final Accelerated Program Plan that incorporates feedback from the CITY from the workshop and the draft plan review. CONTRACTOR will distribute copies of the Accelerated Program Plan to CITY as requested.

Task 1.13 Deliverables:

- Accelerated Program Plan Outline
- Draft Accelerated Program Plan
- Accelerated Program Plan Workshop agenda, materials, and meeting minutes
- One (1) Accelerated Program Plan Workshop
- Final Accelerated Program Plan

SCHEDULE

The Work described in the Phase 1 scope of work above will be completed within 7 months of Notice to Proceed. It has been assumed that City comments on deliverables will be provided within 2 weeks of each draft submittal.

COST

Cost for Phase 1 of the work is detailed in the attached budget table. Costs will be billed on a monthly basis on a time and materials not-to-exceed basis. Hourly rates are as shown in the attached Fee Schedule and are subject to annual adjustments.

Additional Contract Provisions Applicable to this Project

CITY shall furnish CONTRACTOR available studies, reports and other data pertinent to CONTRACTOR's services; obtain or authorize CONTRACTOR to obtain or provide additional reports and data as required; furnish to CONTRACTOR services of others required for the performance of CONTRACTOR's services hereunder, and CONTRACTOR shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONTRACTOR's services under this Agreement.

CONTRACTOR has no control over the cost of labor, materials, equipment, or services, or the schedules furnished by others, or over the way CITY's pumps, plants and/or associated processes, and distribution system are operated and/or maintained. Data projections and estimates are based on CONTRACTOR's opinion based on experience and judgment. CONTRACTOR cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by CONTRACTOR and CONTRACTOR does not and will not be liable to and/or indemnify CITY and/or any third party related to any inconsistencies between CONTRACTOR's data projections and estimates and actual costs and/or quantities realized by CITY and/or any third party in the future.

The services to be performed by CONTRACTOR are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONTRACTOR's performance of its services hereunder, and no right to assert a claim against CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONTRACTOR'S services hereunder.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $996,269.00.

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate basis, as set forth in the Fee Estimate in Attachment 1 to Exhibit B, and the Fee Schedule in Attachment 2 to Exhibit B, both attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

   D. Requests for payment shall be sent to:

City of Sacramento, Dept. of Utilities
1395 35th Avenue
Sacramento, CA 95822
(916) 808-1910 / 808-1497 / ipietz@cityofsacramento.org

Attn: ***Ian Pietz***

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, 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.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

City of Sacramento, California — **Attachment 1 to Exhibit B**

Program Management Services for the Accelerated Water Meter Program

Phase 1: Fee Estimate

carollo — Engineers...Working Wonders With Water

10/16/2015

Task	Description	Program Mgr. (Carella)	Program Dir. (Cleveland)	Program Advisor (Vanier/ Wilkins)	Develop. Mgr. (James)	Ops. Mgr. (Baker)	Funding/ Alt. Delivery (Granth./ Rhorer)	Contract Admin. Budget/Acct (Fontaine)	Scheduling/ GIS (Amij/ Christen.)	Prj. Engr.	Prj. Admin.	Total Hours (Carollo+ RMC+KMC+ Ogilvy)	Total Labor Cost (Carollo+ RMC+KMC+Ogilvy)	Other Direct Costs (ODC): Minor Subs & Software Licenses	ODC: PECE	ODC: Printing	ODC: Travel	ODC: Total ODC Cost	Total Cost
		Carollo Engineers [1]																	
		$ 252	$ 252	$ 252	$ 194	$ 230	$ 252	$ 194	$ 159	$ 159	$ 106	Hr	$	$	$	$	$	$	$
Program Management Services: Phase 1																			
PHASE 1A																			
Task 1: Accelerated Program Controls Development																			
	Task 1.0: Accelerated Program Commencement	20	14	14	40	20	14			32	14	186	$ 39,866	$ -	$ 1,966	$ 50	$ 3,000	$ 5,281	$ 45,147
	1.0.1 Program Commencement (Kickoff) Meeting	8	4	4	8	4	4				4	44	$ 10,296	$ -	$ 421	$ -	$ 1,500	$ 2,039	$ 12,335
	1.0.2 Conduct Vision and Goals Workshop	8	8	8	8	8	8			8	2	66	$ 15,300	$ -	$ 679	$ -	$ 1,500	$ 2,297	$ 17,597
	1.0.3 Prepare Vision and Goals Report	4	2	2	24	8	2			24	8	76	$ 14,270	$ -	$ 866	$ 50	$ -	$ 945	$ 15,215
	Task 1.1: Review Program Data & Information	6			28	20		8	8		8	78	$ 15,216	$ -	$ 913	$ -	$ 1,200	$ 2,113	$ 17,329
	1.1.1 Conduct Program Data & Information Meetings	4			20	16		4	4			48	$ 9,980	$ -	$ 562	$ -	$ 1,200	$ 1,762	$ 11,742
	1.1.2 Organize & Analyze Program Data & Information	2			8	4		4	4		8	30	$ 5,236	$ -	$ 351	$ -	$ -	$ 351	$ 5,587
	Task 1.2: Develop Project Controls Plan	12		4	16	32		32	8		6	110	$ 22,612	$ -	$ 1,287	$ 50	$ 2,000	$ 3,337	$ 25,949
	1.2.1 Conduct Project Controls Approach & Tools Meeting	8		4	8	16		8			2	46	$ 10,020	$ -	$ 538	$ -	$ 800	$ 1,338	$ 11,358
	1.2.2 Prepare Project Controls Plan	4			8	16		24	8		4	64	$ 12,592	$ -	$ 749	$ 50	$ 1,200	$ 1,999	$ 14,591
	Task 1.3: Implement Project Controls Systems	38		8	128	144		134	120		8	630	$ 128,802	$ 15,000	$ 6,786	$ 350	$ -	$ 24,303	$ 153,105
	1.3.1 Configure Project Controls Systems				24	40		40	40			144	$ 27,976	$ 15,000	$ 1,685	$ -	$ -	$ 18,185	$ 46,161
	1.3.2 Implement Document, Schedule, Budget, Risk, and Reports	8			40	64		80	80			272	$ 52,736	$ -	$ 3,182	$ -	$ -	$ 3,182	$ 55,918
	1.3.3 Provide Phase 1 Progress Updates	30		8	64	40		14			8	214	$ 48,090	$ -	$ 1,919	$ 350	$ -	$ 2,936	$ 51,026
	Task 1.4: Develop Easements/Permitting Plan	10			32	28		36	64		10	272	$ 52,892	$ -	$ 2,106	$ 50	$ 500	$ 3,631	$ 56,523
	1.4.1 Conduct Easements/Permitting Workshop	4			8	8		8	16		2	54	$ 10,404	$ -	$ 538	$ -	$ 500	$ 1,123	$ 11,527
	1.4.2 Develop Easements/Permitting Plan	2			16	8		16	16		4	86	$ 16,608	$ -	$ 725	$ -	$ -	$ 980	$ 17,588
	1.4.3 Prepare and Present Easement/Permitting Assessment	4			8	12		12	32		4	132	$ 25,880	$ -	$ 842	$ 50	$ -	$ 1,528	$ 27,408
	Task 1.5: CEQA Classification Identification												$ -	$ 5,000	-	$ -	$ -	$ 5,500	$ 5,500
	1.5.1 CEQA Classification Determination												$ -	$ 5,000	$ -	$ -	$ -	$ 5,500	$ 5,500
PHASE 1A TOTAL																			$ 303,553
PHASE 1B																			
	Task 1.6: Develop Funding Support Plan	2			8			16				68	$ 13,870	$ -	$ 304	$ -	$ -	$ 740	$ 14,610
	1.6.1 Implement Funding Support Plan	2			8			16				68	$ 13,870	$ -	$ 304	$ -	$ -	$ 740	$ 14,610
	Task 1.7: Develop Alternative Delivery Analysis	14	8	12	64		72			16	14	232	$ 52,428	$ 13,800	$ 2,340	$ 50	$ 1,500	$ 19,534	$ 71,962
	1.7.1 Evaluate Alternative Delivery Methods	4		8	16		16					44	$ 10,160	$ 5,100	$ 515	$ -	$ -	$ 6,125	$ 16,285
	1.7.2 Conduct Alternative Project Delivery Workshop	4	8		8		16				2	54	$ 13,372	$ 6,900	$ 445	$ -	$ 1,000	$ 9,262	$ 22,634
	1.7.3 Develop Alternative Delivery Analysis	2		4	24		24			8	4	74	$ 16,272	$ 1,800	$ 772	$ -	$ -	$ 2,870	$ 19,142
	1.7.4 Prepare and Present Alternative Delivery Analysis	4			16		16			8	8	60	$ 12,624	$ -	$ 608	$ 50	$ 500	$ 1,276	$ 13,900
	Task 1.8: Develop Apprenticeship Program	4	2		8					12	4	30	$ 5,396	$ -	$ 351	$ 50	$ -	$ 401	$ 5,797
	1.8.1 Prepare Apprenticeship Program Plan	4	2		8					12	4	30	$ 5,396	$ -	$ 351	$ 50	$ -	$ 401	$ 5,797
	Task 1.9: Prepare Procurement Plan and Scopes of Services	8		16	32	12	80			80	10	334	$ 74,452	$ -	$ 2,785	$ 150	$ 7,500	$ 11,709	$ 86,161
	1.9.1 Conduct Procurement Plan & Work Package Scoping Meetin	4		4	16	8	16				2	66	$ 15,756		$ 585	$ -	$ 5,500	$ 6,313	$ 22,069
	1.9.2 Prepare Scope of Services for Work Packages	2		8	8	4	24			40	4	130	$ 28,296		$ 1,053	$ 100	$ 2,000	$ 3,677	$ 31,973
	1.9.3 Develop Procurement Plan	2		4	8		40			40	4	138	$ 30,400	$ -	$ 1,147	$ 50	$ -	$ 1,720	$ 32,120
	Task 1.10: Develop Business Systems Integration	8			72	96		128	72		10	386	$ 75,404	$ -	$ 4,516	$ 50	$ 2,000	$ 6,566	$ 81,970
	1.10.1 Conduct Business Systems Integration Meetings	4			40	40		16	16		2	118	$ 23,828	$ -	$ 1,381	$ -	$ 2,000	$ 3,381	$ 27,209
	1.10.2 Prepare Business Systems Integration Plan	2			24	16		32	16		8	98	$ 18,440	$ -	$ 1,147	$ 50	$ -	$ 1,197	$ 19,637
	1.10.3 Implement Business Systems Integration Plan	2			8	40		80	40			170	$ 33,136	$ -	$ 1,989	$ -	$ -	$ 1,989	$ 35,125
	Task 1.11: Develop Staffing Analysis	12		8	80	64		24		56	6	346	$ 73,636	$ -	$ 2,925	$ 50	$ 3,500	$ 7,683	$ 81,319
	1.11.1 Conduct Staffing Research and Interviews	2			24	24				8		90	$ 19,472	$ -	$ 679	$ -	$ 1,500	$ 2,555	$ 22,027
	1.11.2 Conduct Staffing Analysis Workshop	4			8	8					2	30	$ 6,804	$ -	$ 257	$ -	$ 1,000	$ 1,367	$ 8,171
	1.11.3 Perform Staffing Modeling	2		4	24	16				24		94	$ 20,240	$ -	$ 819	$ -	$ -	$ 1,148	$ 21,388
	1.11.4 Prepare and Present Staffing Analysis Report	4		4	24	16		24		24	4	132	$ 27,120	$ -	$ 1,170	$ 50	$ 1,000	$ 2,614	$ 29,734
	Task 1.12: Develop Public Outreach Program	18	24		36	24			40			1,118	$ 195,147	$ 28,000	$ 1,661	$ 1,000	$ 1,200	$ 50,913	$ 246,060
	1.12.1 Program Brand Development	4	4		4							456	$ 80,132	$ 28,000	$ 140	$ -	$ -	$ 38,674	$ 118,806
	1.12.2 Gather Insights & Map Messages	2	4		8	4						141	$ 23,979	$ -	$ 211	$ -	$ 600	$ 2,810	$ 26,789
	1.12.3 Develop Communications Plan & Outreach Materials	8	8		16	12						407	$ 70,840	$ -	$ 515	$ 1,000	$ 600	$ 7,891	$ 78,731
	1.12.4 Develop Meter Checkout Process & Strategy	4	8		8	8			40			114	$ 20,196	$ -	$ 796	$ -	$ -	$ 1,538	$ 21,734
	1.12.5 Additional Optional Tasks												$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Task 1.13: Develop Accelerated Program Plan	22	8	14	80	48		40	24	64	22	450	$ 96,340	$ -	$ 3,767	$ 500	$ 2,500	$ 8,498	$ 104,838
	1.13.1 Prepare Accelerated Program Plan Outline	2		2	8	8					4	32	$ 7,184	$ -	$ 281	$ -	$ -	$ 399	$ 7,583
	1.13.2 Prepare Draft Accelerated Program Plan	8	4	8	40	24		16	8	40	8	236	$ 50,856	$ -	$ 1,825	$ 250	$ -	$ 3,123	$ 53,979
	1.13.3 Conduct Accelerated Program Plan Workshop	8			8	8		8	8		2	58	$ 12,996	$ -	$ 491	$ -	$ 2,500	$ 3,219	$ 16,215
	1.13.4 Prepare Final Accelerated Program Plan	4	4	4	24	8		16	8	24	8	124	$ 25,304	$ -	$ 1,170	$ 250	$ -	$ 1,757	$ 27,061
PHASE 1B TOTAL																			$ 692,717
	Program Management Services: Phase 1 (Total)	174	56	76	624	488	166	418	336	260	112	4,240	$846,061	$61,800	$31,707	$2,350	$24,900	$150,208	
																		TOTAL	$ 996,269

Assumptions: 1 Carollo rates are based on the 2015 Carollo Fee Schedule.

Attachment 2 to Exhibit B
CAROLLO ENGINEERS, INC.
FEE SCHEDULE

As of January 1, 2015
California

	Hourly Rate
Engineers/Scientists	
Assistant Professional	$159.00
Professional	194.00
Project Professional	230.00
Lead Project Professional	252.00
Senior Professional	273.00
Technicians	
Technicians	119.00
Senior Technicians	167.00
Support Staff	
Document Processing / Clerical	106.00
Project Equipment Communication Expense (PECE) Per DL Hour	**11.70**
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2015	$.575 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%

This fee schedule is subject to annual revisions due to labor adjustments.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] __X__ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and

technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, 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 "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims 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. Insurance Policies; Intellectual Property Claims: 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 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

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 Services provided by CONTRACTOR under this Agreement. 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 Agreement.

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, its sub-consultants, and

subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and 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. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

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)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is ___X___ Is not _____ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least ___3___ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and 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) Except for professional liability, 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 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative 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 Agreement, 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 Agreement 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 Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions 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 CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to

jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **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.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (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 $100,000.00. 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 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 permits 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 or 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, 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, 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 directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (Sacramento City Code Section 3.54).

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

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

The included employee benefits are:

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

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

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

You May . . .

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

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- 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

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2015

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
Risk Strategies Company
2040 Main Street, Suite 450
Irvine, CA 92614

www.risk-strategies.com CA DOI License No. 0F06675

CONTACT NAME: Risk Strategies Company
PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No):
E-MAIL ADDRESS: syoung@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B :	
INSURER C : Massachusetts Bay Insurance Company	22306
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED
Carollo Engineers, Inc.
2700 Ygnacio Valley Road, #300
Walnut Creek CA 94598

COVERAGES **CERTIFICATE NUMBER:** 26948285 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓ COMMERCIAL GENERAL LIABILITY	✓		ZHF894489204	12/31/2014	12/31/2015	EACH OCCURRENCE	$	$1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	$1,000,000
	✓ Deductible $0						MED EXP (Any one person)	$	$25,000
							PERSONAL & ADV INJURY	$	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	$2,000,000
	POLICY ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	$2,000,000
	OTHER:							$	
C	AUTOMOBILE LIABILITY	✓		ADFA48696300	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident)	$	$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	✓ HIRED AUTOS / ✓ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							Ded: Comp/Collision	$	$1,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDF895749906	12/31/2014	12/31/2015	✓ PER STATUTE ✓ OTH-ER	Deductible: $0	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$	$1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2015	7/4/2016	Each Claim:		$1,000,000
							Aggregate:		$1,000,000
							Deductible:		$400,000

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

Projects as on file with the insured including but not limited to: Program Management Services for Accelerated Meter Program. Carollo Project #: Not yet assigned. City of Sacramento, its officials, employees, and volunteers are included as additional insureds with respects to General & Auto Liability and these policies are Primary & Non-Contributory.

CERTIFICATE HOLDER

City of Sacramento
c/o Ebix RCS
Reference #: TBD
P.O. Box 257
Portland MI 48875-0257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Michael Christian

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Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0080(01 03) COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

- **Additional Insured by Contract, Agreement or Permit**

Under Section II-Who Is An insured, Paragraph 4.is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide Insurance Is an insured, but only with respect to:

(1) "Your work" for the additional Insured(s) at the location designated in the contract, agreement or permit; or

(2) Premises you own, rent, lease or occupy.

This Insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

b. This provision does not apply:

(1) Unless the written contract *or* written agreement has been executed or permit has been issued prior to the "bodily Injury", "property damage", "personal injury" or "advertising injury".

(2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.

(3) To any person or organization included as an insured under item 2 of this endorsement

(4) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily Injury", "property damage", "personal injury" or "advertising Injury" arises out of sole negligence of the lessor.

(5) To any:

(a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

- **Aggregate Limit Per location**

(1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations Owned by or rented to you.

(2) Under Section V – Definitions, definition 23. is added as follows:

23. "Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503(05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

- **Aggregate Limit of Insurance (Per Project)**

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:
Your projects away from premises owned by or rented to you

A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expanses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown In the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that Limit is equal to the amount of the General Aggregate Limit shown In the Declarations.
2. The Designated Construction Project General Aggregate Limit Is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily Injury" or "property damage" included In the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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a. Insured's;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 - Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project show in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-completed Operations Aggregate Limit, whichever Is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" Is provided, any payments for damages because of "bodily Injury" or "property damage" Included in the products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or If the authorized contracting parties deviate from plans, blueprints, designs, specifications or time tables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE-PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

- **Additional Insured by Contract, Agreement or Permit Amended-Primary & Non-Contributory**

The following is added to Section IV – Commercial General Liability Conditions

4. Other Insurance

a. Additional Insured's

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization Included as an Additional Insured under Section II – Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectable Insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This Insurance is primary to other Insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other Insurance available to the Additional Insured except:

I. For the sole negligence of the Additional insured;

II. When the Additional Insured Is an Additional Insured under another primary liability policy; or

III. When 2. below applies.

If this Insurance is primary, our obligations are not affected unless any of the other Insurance Is also primary. Then, we will share with all that other Insurance by the method described in 3. below.

2. Excess Insurance

This Insurance is excess over:

(1) Ally of the other Insurance, whether primary, excess, contingent or on any other basis:

(a) That is fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is Insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A - Bodily Injury And Property Damage Liability.

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When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other Insurers.

When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in the absence of this Insurance; and

2) The total of all deductible and self-Insured amounts under all that other Insurance.

We will share the remaining loss, if any, with any other Insurance that is not described in this Excess Insurance provision and was not bought specifically to apply In excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other Insurance permits contribution by equal shares, we will follow this method also under this 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.

CG0001 (12 07) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- **Separation of Insured's**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this Insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit' is brought.

CG 2404 (05 09) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY TO US

- **Waiver of Subrogation**

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

SCHEDULE

Name Of Person Or Organization:
Persons or organizations with whom you have a written contract executed prior to the "bodily Injury" or "property damage," that requires you to waive your rights of recovery

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown In the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Authorized Representative

12/31/2014

Name Insured: Carollo Engineers, Inc.

Policy NO. ZHF894489204

Additional Insured: Any person or organization with whom the named insured agreed in a written contract to name as additional insured.

This Notice does not form a part of the insurance contract.

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

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Named Insured: Carollo Engineers, Inc.

Policy No. ZHF894489204

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

(Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Thirty (30) Days Notice
City of Sacramento c/o Ebix RCS Reference #: TBD P.O. Box 257 Portland MI 48875-0257		

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days In advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of Informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative or
countersignature (where required by law)

Includes copyrighted materials from ISO, Inc. 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS,** Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Carollo Engineers, Inc.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

INSURED: Carollo Engineers, Inc.

POLICY NO.: ADFA48696300

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of Sacramento c/o Ebix RCS	P.O. Box 257 Portland MI 48875-0257	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to provide notice in accordance with the terms of this endorsement does not:

a. Alter the effective date of policy cancellation;

b. Render such cancellation ineffective;

c. Grant, alter, or extend any rights or obligations under this policy; or

d. Extend the insurance beyond the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT BE CANCELLED BY THE COMPANY WITHOUT 30 (THIRTY) DAYS WRITTEN NOTICE, TO THE ASSURED, EXCEPT THAT IN THE EVENT OF NON-PAYMENT OF PREMIUM THIS POLICY MAY BE CANCELLED WITHIN 10 (TEN) DAYS WRITTEN NOTICE.

Certificate Holder:

City of Sacramento
c/o Ebix RCS
Reference #: TBD
P.O. Box 257
Portland MI 48875-0257

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is Issued subsequent to preparation of the Policy.)

Effective 12/31/2014 this endorsement forms a part of Policy No. WDF895749906

Issued to Carollo Engineers, Inc.

By Massachusetts Bay Insurance Company

Date of Issue

Countersigned by _____
Authorized Representative of the Company

331-0230 1003

CNA

For All the Commitments you Make

PROFESSIONAL LIABILITY AND POLLUTION INCIDENT LIABILITY INSURANCE POLICY

INSURED: Carollo Engineers, Inc.
Policy AEH288354410 Effective 7/4/2015 Endorsement Number

NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL

We agree with **you** that **your** Policy is amended to include the following additional provisions.

1. **Your** Policy will not be:

XX Cancelled by us until we provide at least:

10 days prior written notice if we cancel **your** Policy for Non-payment of Premium;

30 days prior written notice if we cancel **your** Policy for The following reasons:

Any reason other than non-payment of premium.

___ Non-renewed by us until at least ___ days prior written notice is given to the person or entity named in 2. below.

2. Person or Entity:

City of Sacramento
c/o Ebix RCS
Reference #: TBD
P.O. Box 257
Portland MI 48875-0257

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative James F. Willging
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

James F. Willging

Countersigned by Authorized Representative

256423

(Ed. 10/05)

MUST BE POSTED IN CONSPICUOUS PLACE

City of SACRAMENTO

66407

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	CAROLLO ENGINEERS		
Business Address	2880 GATE WAY OAKS DR 300		
Owner	CAROLLO ENGINEERS	07/01/2015	06/30/2016
Type of Business	ENGINEERING SERVICES		
Tax Classification	402A		Expires

CAROLLO ENGINEERS
4600 E WASHINGTON ST 500
PHOENIX, AZ 85034-1915

CITY OF SACRAMENTO
JUL 24 2015
PAID

VOID IF NOT VALIDATED

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

66407

TOTAL PAID: $781.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.
Carollo Engineers, Inc.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ 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.
☐ 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)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2700 Ygnacio Valley Road, Suite 300

Requester's name and address (optional)

6 City, state, and ZIP code
Walnut Creek, CA 94598

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.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
8 6 – 0 8 9 9 2 2 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** Christine T. Carollo **Date ▶** 10/16/15

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*.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

YEAR

CALIFORNIA FORM

2015 Withholding Exemption Certificate 590

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

Withholding Agent (Type or print)

Name

Payee

Name: CAROLLO ENGINEERS, INC

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no. 86-0899222

Address (apt./ste., room, PO Box, or PMB no.): 2700 YGNACIO VALLEY ROAD

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

State: CA

ZIP Code: 94598

Exemption Reason

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print): CHRIS CLEVELAND, VICE PRESIDENT Telephone (916) 565-4888

Payee's signature ▶ [signature] Date 10/16/15

For Privacy Notice, get FTB 1131 ENG/SP. 7061153 Form 590 C2 2014

City of SACRAMENTO 20
City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00923

Title: Donation of Surplus Fire Hydrant to Happy Tails Pet Sanctuary

Location: Citywide

Recommendation: Pass a Resolution authorizing the donation of a surplus fire hydrant to Happy Tails Pet Sanctuary for its Silent Auction.

Contact: Michael Malone, Operations Manager, (916) 808-6226; Craig Robinson, O&M Superintendent, (916) 808-7334, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Water Maintenance

Dept ID: 14001141

Attachments:

1-Description/Analysis

2-Resolution

City Attorney Review

Approved as to Form
Joe Robinson
10/20/2015 10:22:08 AM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 10/13/2015 11:20:03 AM

Description/Analysis

Issue: The Department of Utilities (DOU), Operations and Maintenance Division, has received a request from Happy Tails Pet Sanctuary to donate a surplus fire hydrant. Happy Tails plans to use the fire hydrant in their Silent Auction on November 1, 2015. The fire hydrant is no longer serviceable and is now surplus to the City's needs. If not donated, it will be recycled.

Policy Considerations: City Code section 3.80.030(F) allows the City Council to approve the donation of surplus personal property to charitable organizations.

Economic Impacts: None.

Environmental Considerations: The report concerns the donation of non-serviceable surplus equipment, an activity that is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Sustainability: None.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The Department of Utilities (DOU), Operations and Maintenance Division, has received a request from Happy Tails Pet Sanctuary to donate a surplus fire hydrant for their Silent Auction.

Financial Considerations: Based on the condition of the fire hydrant and proceeds received from recycling similar items, DOU has determined that the fire hydrant has an approximate surplus value of $4.50.

Local Business Enterprise (LBE): No goods or services are being purchased as a result of this report.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

October 27, 2015

DONATING SURPLUS FIRE HYDRANT TO HAPPY TAILS PET SANCTUARY

BACKGROUND

A. The Department of Utilities, Operations and Maintenance Division, has received a request from Happy Tails Pet Sanctuary to donate a surplus fire hydrant. Happy Tails plans to use the fire hydrant in its Silent Auction on November 1, 2015.

B. The fire hydrant is no longer serviceable and, if not donated, will be recycled.

C. City Code section 3.80.030(F) provides that surplus personal property may be donated to a charitable organization by resolution of the City Council.

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

Section 1. The donation of a surplus fire hydrant to Happy Tails Pet Sanctuary is approved.

21

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Consent

Report ID: 2015-00849

Title: (City Council/Housing Authority) Approval of the 2016 One Year Action Plan for the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) Funded projects and programs; Amendment of prior year action plans; Amendment of the Sacramento Housing and Redevelopment Agency Budget; and Related Actions and Findings

Location: Citywide

Recommendation: Pass 1) a City Council Resolution a) adopting amendments to prior One Year Action plans, b) adopting the 2016 One Year Action Plan to allocate CDBG, HOME, ESG and HOPWA funds, c) authorizing SHRA to amend its budget to accept the funds for programs and projects and amend the capital reserve budgets if the HUD grant award is less than or greater than anticipated, d) authorizing SHRA to amend its budget to allocate NSP proceeds to the PRE program, e) authorizing SHRA to act as agent on behalf of the City to submit the amendment of prior One Year Action Plans and the 2016 One Year Action Plan and to execute the grant agreement with HUD and subsequent agreements with entities to carry out projects and programs f) authorizing amending the Citizen Participation Plan, g) adopting SHRA's 2016 Multi family lending application schedule, h) declaring the 521 T street property as surplus and nonessential to the HOPWA program, i) authorizing the City Manager to execute agreements with SHRA to carry out activities in the action plan, j) authorizing SHRA to issue a CDBG NOFA and to execute related contracts, k) authorizing SHRA to make budget adjustments and to execute related documents to carry out activities described in the action plan, l) authorizing SHRA to solicit competitive bids and award contracts for environmental, remediation and legal consulting services related to projects outlined in the Action Plan, and m) authorizing SHRA to transfer $179,522 of City HOME single family rehabilitation RLF to the City HOME Multi- Family program and to amend the budget accordingly; 2) a City Council Resolution authorizing SHRA to transfer $94,000 in Supplemental Annual administrative fees to the Meals on Wheels program; and 3) a Housing Authority Resolution authorizing SHRA to accept $100,000 for a Car Sharing Grant, execute agreements and amend its budget accordingly.

Contact: Geoffrey Ross, Program Manager, (916) 440-1393, Sacramento Housing and Redevelopment Agency

Presenter: Geoffrey Ross, Program Manager, (916) 440-1393, Sacramento Housing and Redevelopment Agency

Department: Sacramento Housing & Redevelopment Agency

Division: Sacramento Housing & Redevelopment Agency

Dept ID: 99991011

Attachments:
01-Description/Analysis
02-Background
03-City Council Resolution (Supplemental Admin Fee)
04-City Council Resolution (2016 Action Plan)
05-Defunding Projects and Programs
06-2016 City One-Year Action Plan Activities
07-Environmental Determination
08-SHRA 2016 Multi-Family Loan and Mortgage Revenue Bond Application
09-City and County of Sacramento Citizen Participation Plan
10-Housing Authority Resolution (Car Sharing Grant)

City Attorney Review
Approved as to Form
Sheryl Patterson
10/14/2015 12:14:30 PM

SHRA Counsel Review
Approved as to Form
David Levin
10/9/2015 9:40:25 AM

Approvals/Acknowledgements

Department Director or Designee: LaShelle Dozier - 10/9/2015 9:40:25 AM

Description/Analysis

Issue: This report recommends approval of the 2016 One-Year Action Plan provided as Attachment 6, thereby updating the Consolidated Plan, and requests authorization to submit the plan to HUD and to award contracts and agreements to implement the Action Plan. The Consolidated Plan is a five-year planning document covering the 2013-17 period, which was approved by the City Council by Resolution No. 2013-0010 and by the Housing Authority by Resolution No. 2013-0001. The Consolidated Plan identifies the City's housing and community development needs and describes a long-term strategy to meet those needs. The 2016 One-Year Action Plan specifically addresses the following federally funded housing and community development programs: CDBG, HOME, ESG and HOPWA. Staff anticipates that grant funding under the 2016 federal budget will be held constant at 2015 funding levels. In addition, amendment of prior One Year Action Plans is proposed to defund programs as set forth in Attachment 5.

This report also recommends approval of the following actions: 1) the amended Citizen Participation Plan to be a joint plan of the City and County of Sacramento consistent with the Consolidated Plan and to add the definition for Affirmatively Further Fair Housing to replace the Analysis of Impediments to Fair Housing Choice as set forth in Attachment 9; 2) the adoption of a revised2016 Multi-Family Lending and Mortgage Revenue Bond Policies Program Application Guideline schedule as set forth in Attachment 8; 3) the allocation of $94,000 in Supplemental Annual Administrative Fees to the Meals on Wheels by Asian Community Center (ACC) program to serve senior housing residents in low income housing developments; 4) authorizing SHRA to accept $100,000 of the $1.1 million grant for the Car Sharing grant program, execute agreements and amend its budget accordingly; 5) the allocation of Neighborhood Stabilization Program 1 and 3 proceeds to the Purchase and Resale Entity (PRE) program; 6) authorizing TLSC, Inc. to sell 521 T Street because it is no longer needed for the HOPWA program; and 7) authorizing the transfer of $179,522.01 in City HOME Single-Family Rehabilitation Revolving Loan (RLF) ro the City HOME Multi-Family Program Income fund. Background information on these items is included in Attachment 2.

Policy Considerations: The proposed appropriation of funds for new and existing activities is consistent with the goals and objectives outlined in the adopted Consolidated Plan. The Consolidated Plan goals include assisting low- and moderate-income persons and areas with the following: community services, housing, homeless facilities and services, public improvements and facilities, economic development and planning activities.

Economic Impacts: Not applicable.

Environmental Considerations:

California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA): Commitment of funding for new projects that could result in a direct or indirect physical change to the environment is subject to environmental review under CEQA if implementation of the projects is authorized as part of the budgeting process. All new federally funded projects are subject to environmental review under the requirements of NEPA and per HUD regulations prior to any commitment of federal funds unless they are exempt from such review. Many of the 2016 One-Year Action Plan new projects are exempt or categorically excluded from environmental review under

CEQA and NEPA. Some of the programs contained in the Action Plan do not include specific projects, or actions on specific properties as these projects and properties have not yet been defined. As projects and properties are identified, additional environmental review under CEQA and/or NEPA will be required prior to any discretionary action or choice limiting action. These projects cannot be approved until further environmental review is completed. Attachment 6 and 7 contain specific information regarding CEQA and NEPA reviews and findings for specific projects.

Sustainability Considerations: The Consolidated Plan is consistent with the City's Sustainability Master Plan's Focus Area 5 – Public Health and Nutrition by improving residents' health, and providing a five-year planning document to improve health, nutrition, social and economic sustainability.

Commission Action: On October 7, 2015, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYES:	Griffin, Macedo, Morgan, Painter, Staajabu
NOES:	none
ABSENT:	Alcalay, Johnson, Raab
ABSTAIN:	Creswell, Rios

Rationale for Recommendation: As a condition of the receipt of various federal grants provided through HUD, the regulations require the annual submittal of a One-Year Action Plan describing proposed activities and expenditures for the upcoming year based on the goals and priorities in the Five-Year Consolidated Plan (refer to the Attachments for the list of 2016 recommended activities, projects to be defunded, and various years' Action Plan amendments). It is recommended that the Citizen Participation Plan (CPP) be merged with the County CPP to align with the Consolidated Plan, which is a regional plan. Also added to the CPP is the definition for Affirmatively Further Fair Housing which is replacing the Analysis of Impediments to Fair Housing Choice.

Financial Considerations: Refer to Attachment 6 for detailed program and project allocations. Proposed activities are based on the following estimated revenues:

Revenue Source	Previous Years Reprogramming	2016 Estimated Revenue	Total
CDBG Entitlement	$0	$4,335,943	**$4,335,943**
CDBG Program Income*	$0	$178,436	**$178,436**
CDBG Unallocated 2014 Capital Reserve	$1,150,000	$0	**$1,150,000**
HOME Entitlement	$0	$1,601,936	**$1,601,936**
HOME Program Income*	$179,522	$196,806	**$376,328**
NSP Program Income*	$852,460	$0	**$852,460**
ESG Entitlement	$0	$380,592	**$380,592**
HOPWA Entitlement	$0	$910,220	**$910,220**
HOPWA Reprogramming	$840,000	$0	**$840,000**
Multi-Family Supplement Administrative Fee	$94,000	$0	**$94,000**
Revenue Subtotal	**$3,115,982**	**$7,603,933**	**$10,719,915**
2016 and Previous Years' Total	**$10,719,915**		

*Program income means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.

There is $277,571 CDBG capital reserve budgeted in the 2016 One-Year Action Plan, which is approximately six percent of the 2016 CDBG entitlement. If Congress ultimately approves funding in a lesser amount, the reserve will be used to fund budgeted projects. The actions proposed include authorizing SHRA to obligate the CDBG Capital Reserve to activities described in this Action Plan.

Staff also recommends accepting $100,000 from the $1.1 million grant for the targeted Car Sharing and Mobility Options in Disadvantaged Communities Pilot Project (Car Sharing) Grant. SHRA will utilize a portion of the grant for planning, managing, and providing quality control of the construction, installation, maintenance and operation of battery-electric vehicle (BEV) parking/charging stations.

LBE/M/WBE/Section 3 and First Source Considerations: Minority and Women's Business Enterprise requirements will be applied to all capital improvement projects to the extent required by federal funding to maintain that federal funding. Section 3 requirements will be applied to the extent they may be applicable. Use of the First Source Program will be encouraged by all contractors doing business with SHRA to the maximum extent possible. LBE considerations are not applicable to this report.

Background

Since 1982 the Sacramento Housing and Redevelopment Agency (SHRA) has managed and administered federal housing and community development funds on behalf of the City and County of Sacramento (City and County) and has served as the federal housing and community development staffing entity pursuant to an agreement between the City and County and its housing authorities.

The Joint Powers Authority governance structure allows for a consolidation of staffing which achieves close coordination of housing, community development and public housing functions, provides budget savings for operation and overhead, eliminates duplicate staffing efforts, and provides a competitive advantage when seeking federal and other housing and community development funding opportunities such as Promise Zone, Choice Neighborhoods Initiative Planning and Implementation Grant funding, and brownfields funding from the Environmental Protection Agency. The consolidation of multiple departments from different jurisdictions under the control of one executive director who is directly accountable to the City and the County governing boards is a key element to the success of the governance and legal structure of SHRA. This structure has been recognized on a statewide and national level as a model for multi-jurisdictional cooperation and efficient use of housing and community development funds.

On January 8, 2013 (by City Council Resolution 2013-010 and Housing Authority Resolution 2013-01) SHRA was approved to administer all U.S. Department of Housing and Urban Development Office of Community Planning and Development (HUD CPD) Programs as part of the adoption of the 2013-17 Consolidated Plan. Furthermore, to reflect the administration of the ESG and HOPWA Programs in addition to the administration of the CDBG and HOME Programs, as well as to reflect the dissolution of redevelopment, SHRA was also approved by same resolutions to enter into a revised Memorandum of Agreement (MOA) for the continued administration of HUD CPD funds, and the Housing Authority of the City of Sacramento, staffed by SHRA, was designated as the official recipient of federal funds on behalf of the City of Sacramento.

Consolidated Plan and Action Plan

New activities and the reprogramming of previous years' funds and their use are laid out in the 2016 One Year Action Plan and are based upon 2013-17 Consolidated Plan priorities. The Action Plan's key components are broken down in the following sections.

Citizen Participation Plan (CPP)

This report recommends approval to merge the City CPP and County CPP to align with the Five Year Consolidated Plan. The Consolidated Plan is a regional plan that includes the City of Sacramento and the County of Sacramento. Currently, there are two Citizen Participation Plans that are identical with the exception of the named jurisdictions. Merging the Citizen Participation into one makes it consistent with the Consolidated Plan. Also added to the CPP is the definition for Affirmatively Further Fair Housing which is replacing the Analysis of Impediments to Fair Housing Choice.

Infrastructure

There is a continuing need within the City for public facilities to serve growing populations. Many low- and moderate-income areas in the City are within older neighborhoods that either do not have proper facilities or their existing facilities suffer from heavy use or deferred maintenance leading to disrepair. As identified in the 2013-17 Consolidated Plan, capital improvement funding identified in the Action Plan will be concentrated for maximum leveraging opportunities to provide the greatest impact to the largest number of residents.

Supporting large capital and public facility improvement projects benefiting low and moderate-income areas remains a key component of the CDBG Program. As part of the 2013-17 Consolidated Plan, the targeting of such areas was refined and priority areas were identified. The priority areas represent the intersection of various considerations for effectively targeting funding and maximizing impacts. To the extent a pipeline of projects exists within the priority areas, the program goal is to strategically support such projects. However, where strategic projects exist in broader low- and moderate-income areas and to the extent that capital and public facility funding remains available, area benefit projects outside the priority areas will also be supported.

The proposed 2016 One-Year Action Plan infrastructure and public improvement projects support current City of Sacramento priorities, as well as previous commitments. This report supports projects currently underway throughout the City, and they are located within the priority areas established under the 2013-17 Consolidated Plan. The Action Plan through the use of priority areas recognizes the post-redevelopment reality in California and Sacramento and creates a system by which funds can be focused strategically on fewer, but larger projects in low- and moderate-income neighborhoods. The goal is to create a concentration of efficient activity generating strategic and visible impacts that promote positive changes within the community.

Car Sharing and Mobility Options in Disadvantaged Communities Pilot Project Grant

As a joint applicant with the Sacramento Air Quality Management District, SHRA will be awarded $100,000 of the $1.1 million grant for the targeted Car Sharing and Mobility Options In Disadvantaged Communities Pilot Project (Car Sharing) for planning, managing, and providing quality control of the construction, installation, maintenance and operation of battery-electric vehicle (BEV) parking/charging stations.

Housing

The housing activities laid out in the Action Plan seek to support, increase and improve the multi-family housing stock, rehabilitate existing single-family housing and provide housing to low-income individuals. SHRA's ability to respond to increasingly difficult housing issues has been resource constrained in recent years due to reductions in entitlement grants from the federal government and the loss of local tax increment due to the elimination of California redevelopment agencies. As a result, resources from CDBG have been consistently targeted over the Consolidated Planning period towards

housing rehabilitation and in support of housing development. In addition to direct housing assistance, infrastructure improvements along transit corridors in conjunction with housing development and community facilities in designated neighborhoods has been focused on both as a place based and mobility strategy to reduce barriers for low- and moderate-income households. This strategy is part of SHRA's efforts to support equitable Transit-Oriented Development (eTOD) and is proven to lead to increased opportunities for low- and moderate-income residents to live closer to their place of work and enjoy greater interaction with their surrounding community and amenities.

To maximize fair housing choice, affordable housing rehabilitation and new construction are not limited to low- and moderate-income areas and can be developed where it is most appropriate. The guidelines for investing in affordable housing rehabilitation and new construction activities were established as part of separate policies adopted by the City Council, and include the Multi-Family Lending Guidelines.

Multi-Family Lending Application Schedule

This report recommends adoption of SHRA's Multi-Family Loan and Mortgage Revenue Bond 2016 Application Schedule (Attachment 8) for SHRA funded projects. The schedule will allow applicants to apply for funding on certain dates corresponding to the California Tax Credit Allocation Committee (TCAC) and California Debit Limit Allocation Committee (CDLAC) application deadlines.

Neighborhood Stabilization Program (NPS) Proceeds to the Purchase and Resale Entity (PRE) Program

This report recommends allocating proceeds from NSP, which was established to address vacant and blighted properties in targeted neighborhoods, to the PRE Program which is designed to rehabilitate and sell vacant and blighted single-family homes to low-income first time homebuyers. The properties being targeted as part of the PRE are in the same targeted neighborhoods identified under NSP. By combining these two separate programs into a coordinated effort that leverages the resources of both programs for the benefit of the community will directly benefit from the rehabilitation and occupancy by first-time homebuyers of 54 single family homes.

<u>HOME Program</u>

The HOME Program empowers states and localities to design and implement affordable housing strategies to respond to locally determined needs. HOME funds, unlike CDBG, can be used for new construction of housing. Additionally, HOME funds are also used for rehabilitation of existing housing and down payment assistance. The HOME program is at risk in the upcoming 2016 fiscal year; the House of Representatives has proposed a budget that does not fully fund HOME and strips funding away from the National Housing Trust Fund, both legislative vehicles for the funding of the HOME program. Meanwhile, the Senate proposed a devastating 93 percent cut to the program in part due to the two houses of Congress failing to coordinate how to fund and structure the program. In part to these types of disagreements and as a result of entering into a Presidential Election Year, SHRA expects that the federal government

will enact Continuing Resolutions (CR) and not implement the proposed drastic reduction. For 2016 HOME allocation, based on previous experience when operating under a CR, SHRA anticipates a 10 percent reduction from $1,779,928 to $1,601,935. Proposed HOME funded activities are listed in Attachment 6.

Fair Housing

On behalf of the City and County of Sacramento and under the regulatory direction of the U.S. Dept. of Housing and Urban Development (HUD), SHRA has a responsibility to affirmatively further fair housing within the jurisdictions covered by its programs. SHRA's programs include the City of Sacramento, as well as in the unincorporated County of Sacramento and the Cities of Citrus Heights, Folsom, Isleton, and Galt. The Cities of Elk Grove and Rancho Cordova are not included because they receive their own CDBG and HOME entitlements. SHRA strives, through the implementation of its programs and outreach efforts, to ensure fair housing choice and to reduce housing discrimination in the rental, sales and lending of housing on the basis of race, sex, color, religion, national origin, familial status, gender identity, or disability, in compliance with the Fair Housing Act.

Since the dissolution of the Human Rights/Fair Housing Commission in the summer of 2014, SHRA and the City and County of Sacramento staff have worked collaboratively to reconstitute a comprehensive and coordinated fair housing program to be operated in both the City and County of Sacramento. The culmination of these efforts resulted in SHRA executing new contracts in August of 2015 with Sacramento Self-Help Housing (SSHH) and Legal Services of Northern California (LSNC) to provide Fair Housing services in the City of Sacramento and unincorporated County of Sacramento.

SSHH services include intake through the renter hotline, initial assessment, immediate consultation/referral/mediation, second level mediation with California's Department of Fair Employment and Housing (DFEH), data collection and case building. In addition, SSHH has a sub-contract with Project Sentinel to provide an onsite attorney at SSHH to address fair housing intake immediately as part of the renter hotline.

LSNC will support referrals from SSHH and pursue five to six litigation cases annually. In addition, in particularly egregious instances, LSNC will refer and coordinate with DFEH and HUD's Office of Fair Housing and Equal Opportunity (FHEO). Furthermore, the Rental Housing Association (RNA) has agreed to increase education and outreach to property owners. As a result, LSNC will provide fair housing services covering education, training, outreach, and marketing, as well as, supporting SSHH's renter hotline. LSNC will also provide implicit bias training; and investigation, testing and litigation.

Over the upcoming year, SHRA will continue to coordinate with the surrounding cities and Sacramento County staff on fair housing activities to further develop a coordinated regional approach to ensure fair housing choice for all residents.

Affirmatively Furthering Fair Housing (AFFH) Final Rule

AFFH is an updated rule that requires federal agencies and grantees to further the purposes of the Fair Housing Act. HUD's final rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination by addressing both place-based and mobility strategies.

The AFFH final rule responds to recommendations of the Government Accountability Office (GAO) and stakeholders for HUD to enhance its fair housing planning obligations by providing greater clarity and support to jurisdictions receiving HUD funding, and facilitating local decision-making on fair housing priorities and goals through an Assessment of Fair Housing (AFH). The final rule identifies the following four housing issues that must be assessed:

1. Patterns of integration and segregation;
2. Racially and ethnically concentrated areas of poverty;
3. Disparities in access to opportunity; and
4. Disproportionate housing needs.

HUD will provide each grantee with data and an AFH assessment tool to use in assessing fair housing issues in its community. In addition, HUD will provide technical assistance to aid in submitting the AFH. SHRA, by using the HUD provided data, local data and knowledge, along with community participation, will develop goals and identify strategies in the AFH. As part of the implementation of the new rule, SHRA will provide annual updates related to the AFH in the Consolidated Annual Performance Evaluation Report (CAPER). It is anticipated that the City and County of Sacramento will be one of the first respondents under the new rule and that the first AFH submission will be due in early 2017. As a result, the first performance measures will be reported in the 2017 CAPER due to HUD by March 31, 2018.

Regional Analysis of Impediments to Fair Housing Choice (AI)

With the new AFH, reporting on the prior AI will be phased out. Until the AFH is submitted, SHRA will update strategies to remove impediments as identified in 2010. In that report, the following impediment was identified:

Impediment: Weak Fair Housing Enforcement by the Human Rights/Fair Housing Commission (Commission).

Update: As mentioned above, in 2014, the Human Rights/Fair Housing Commission Joint Powers Agency (JPA) was dissolved and discontinued providing Fair Housing services due to the withdrawal of several JPA members and limited funding. In its place SHRA, the City of Sacramento and the County of Sacramento have begun to re-establish fair housing services through a central intake under the renter hotline and a partnership between SHRA, the City and County, LSNC, SSHH, RHA, and Project Sentinel.

Homeless Services

SHRA is part of the Continuum of Care Advisory board and is committed to partner with Sacramento Steps Forward (SSF), the lead agency for the Continuum of Care (CoC). As such, SHRA will work with SSF to discuss how best to reach out to homeless persons and how to assess individual needs as part of ongoing coordination efforts.

Homelessness prevention objectives in 2016 include: 1) support efforts to continue the CoC System for homeless through the provision of emergency shelters, transitional housing, and permanent supportive housing services, including housing for the chronically homeless, and 2) provide community and supportive services for low- and moderate-income persons and those with special needs, including the homeless and persons living with HIV/AIDS.

SSF completed its Strategic Action Plan to End Homelessness in our community in December 2014. The strategy is data-driven, results-oriented and based on best practices. The Strategic Action Plan will serve as a road map for local decision-making and priority-setting. In January 2015, SSF launched Common Cents, a street outreach program to move unsheltered homeless veterans and the chronically homeless into permanent housing. The CoC participates in the national Zero 2016 initiative and has committed to ending veteran homelessness by the end of 2015 and chronic homelessness by the end of 2016. Common Cents was the pilot of the Sacramento CoC's coordinated entry system, which uses the Vulnerability Index-Service Prioritization Decision Assistance (VI-SPDAT) to assess vulnerability and needs and identify the best permanent housing type to meet those needs. Coordinated Entry was launched in the CoC in July 2015.

Addressing the emergency shelter and transitional housing needs of homeless persons

Per Sacramento's 2015 Point-in-Time Count, the summary of unduplicated homeless persons by subpopulation characteristics is:

- Chronically Homeless – 466
- Severely Mentally Ill – 581
- Chronic Substance Abuse – 553
- Veterans – 313
- Persons with HIV/AIDS – 37
- Victims of Domestic Violence – 335
- Unaccompanied Youth (Under 18) – 81
- Unaccompanied Transition Age Youth (18-24) – 240

SSF's 2015 Emergency Shelter Bed Inventory reported that there are a total of 665 year round beds (combination of family and adult-only beds) with an additional 235 seasonal beds. CDBG and ESG funding along with funding from the City and County of Sacramento will continue to provide assistance for emergency shelter needs for homeless persons throughout the Sacramento Region (City and County of

Sacramento). As part of implementing the Homeless Emergency and Rapid Transition to Housing Act (HEARTH) in the Sacramento Region, SHRA continues to consult with the CoC on the programs currently receiving ESG funding. Beginning in 2014, and continuing in 2015, SHRA contracted with Volunteers of America (VOA) for the ESG funded Rapid Re-Housing Program and its emergency shelter. It continues to be the goal of the community to align ESG and CoC funding in a seamless and integrated coordinated entry system. SHRA will continue to attend and participate in the CoC committee and sub-committees to launch this effort. Continuing in 2015-16, the Winter Sanctuary will provide an 18-week emergency shelter program, operating from late November through March 31st. It is funded using County funds, private grants and donations to SSF and operated by Capital Christian Center. The program is for adult men and women who do not have any other options during the coldest months of the year. The participants meet nightly at an intake center and are transported to the participating congregation where they are greeted by volunteers. Twenty-five faith-based congregations participate in the program, volunteering to host guests for a few nights to a couple of weeks at a time. The congregations welcome up to 100 guests each night, offering the participants hot meals, sleeping bags, sense of community and a safe place to sleep.

As part of the 2016 Action Plan, CDBG and ESG funding is expected to continue for established programs such as the Comprehensive Alcohol Treatment Center, emergency shelters, rapid re-housing and other actions related to the prevention of homelessness.

HOPWA

521 T Street Disposition

TLCS, Inc. (TLCS) desires to voluntarily sell its 9-unit asset at 521 T Street and end its HOPWA-funded services program. TLCS has fulfilled the obligation period of its stewardship agreement which ended on June 30, 2014. A stewardship agreement is one in which a grantee uses HOPWA funding directly from the U.S. Department of Housing and Community Development (HUD) for new construction, acquisition or substantial rehabilitation and are required to operate their facilities for HOPWA eligible individuals for at least ten years. The original stewardship agreement was between the Sacramento County Dep artment of Human Assistance (DHA) and TLCS using a one-time HOPWA grant from HUD.

Former residents of 521 T Street are HOPWA-eligible individuals, but do not receive HOPWA housing assistance. Since assuming the administration of the HOPWA program from DHA, SHRA has not provided housing assistance or subsidies to these residents, but rather provided funding for maintenance costs and supportive services at the property.

TLCS desires to dispose of the property because they have determined they cannot continue to operate the facility in its current condition and it is not financially feasible to rehabilitate the property. In April 2014, Sperry Van Ness provided TLCS an Opinion of Value of the property ranging between $610,000 and $628,000. In July 2014, TLCS

and Anders & Falltrick Architects, with feedback from SHRA construction staff, estimated that rehabilitation of the building would cost between $752,000 and $856,000 or approximately $83,500 and $ 95,000 per unit, not including possible historical considerations that may affect the cost. Based on this gap, it was determined that it was cost prohibitive to rehabilitate the property. Additionally, substantial rehabilitation would require additional restrictions on the use of the property.

Per HUD's request, the City must declare the property surplus and non-essential to the HOPWA program before disposition can occur. TLCS was required to demonstrate to SHRA and HUD that other housing arrangements could be found for the residents. Based on a request of TLCS acting as advocates for the residents, SHRA agreed to make Shelter Plus Care (SPC) vouchers available for the residents in order for them to be able to move into permanent housing. Based on this option, TLCS then issued notices to the tenants. However, shortly thereafter, the Fair Market Rent calculation that determines the amount of funding the SPC program receives was adjusted downward resulting in a loss of nearly $300,000. This resulted in termination of current SPC participants and the inability to offer vouchers to the tenants at the T Street property.

SHRA then directed TLCS to work with Volunteers of America (VOA) to assess the needs and eligibility of the tenants for rapid re-housing (RRH) through the Emergency Solutions Grant (ESG) program. All five residents were assessed and approved for the RRH program. Four residents completed the program and found other housing arrangements. Although offered many opportunities to look at new housing, the fifth resident did not comply with the program requirements, was removed from the program, and evicted from the property.

TLCS and SHRA have complied with the Uniform Relocation and Real Property Acquisition Policies Act (URA) 49 CFR Part 24 as it relates to relocation and displacement. There are no applicable regulations or laws that obligated TLCS or SHRA to provide financial assistance to the existing tenants at the time of displacement. This is based on a determination by Overland, Pacific & Cutler, Inc. (OPC) and confirmed by the HUD Relocation Specialist, HUD Region IX, that the URA is not applicable in this scenario for the following reasons:

- TLCS is not applying for, or utilizing, new federal funds
- TLCS is not acquiring, rehabilitating or demolishing the site for a project

TLCS does not have a final disposition plan at this point, but they intend to request formal disposition in the next six months. SHRA has provided technical assistance to TLCS on the proposed disposition since 2014 and will continue to provide guidance on their formal disposition request to HUD. Furthermore, the HOPWA funds previously being received by this property will go to other HOPWA services to assist additional residents participating in the program.

RESOLUTION NO. 2015 -

Adopted by the Sacramento City Council

on date of

AUTHORIZING THE TRANSFER OF SUPPLEMENTAL ANNUAL ADMINISTRATIVE FEES (FEES) FROM MULTIFAMILY LOW-INCOME MORTGAGE REVENUE BOND FINANCED DEVELOPMENTS TO ALLOCATE $94,000 IN FEES FOR THE MEALS ON WHEELS PROGRAM; AMEND SHRA'S BUDGET; AND ENVIRONMENTAL FINDINGS

BACKGROUND

A. Multi-family low-income Mortgage Revenue Bonds (Bonds) are issued by the Housing Authority of the City of Sacramento (Housing Authority) to finance low-income housing developments.

B. The housing development owners file a welfare exemption for property taxes due under Revenue and Taxation Code Section 214. This statute requires that the property tax savings be used by the owner to maintain the affordability of the low-income housing development pursuant to an agreement restricting usage and rents.

C. Multi-family low-income developments financed by the Housing Authority have regulatory agreements which require that resident services be provided at no cost for the residents.

D. The regulatory agreements for 28 of these developments also require the owners to pay Supplemental Annual Administrative Fees (Fees) to the Housing Authority as issuer of the Bonds. The Fees are retained by the Housing Authority for affordability and supporting services for the residents of such developments.

E. Five low-income senior housing developments paying Fees include: Hurley Creek Seniors, Vintage at Natomas, Ping Yuen Apartments, Broadway Senior and Casa De Angelo (Senior Developments).

F. The City desires to allocate $94,000 in Fees generated by the Senior Developments in 2014-15 to fund the Meals on Wheels Program by the Asian Community Center (ACC) congregate and café sites to be operated by Meals on Wheels at the Senior Developments in 2015-16 at no cost to the senior residents, thereby maintaining the affordability for the residents living in the Senior Developments.

G. The proposed action is exempt from environmental review under California Environmental Quality Act (CEQA) per Guideline Section 15061(b)(3), and is not a federal undertaking under the National Environmental Policy Act (NEPA).

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

Section 1. The facts as presented and set forth in the Background, above, are found to be true and correct.

Section 2. The transfer of Supplemental Annual Administrative Fees collected in 2014-2015 in the amount of $94,000 for the Meals on Wheels Program at the Senior Developments in 2015-16, is hereby approved.

Section 3. SHRA is authorized to make any budget adjustments and execute related documents and agreements as necessary to carry out the Meals on Wheels Program as described in the 2016 Action Plan's Attachment 6 in compliance with applicable federal laws and regulations.

RESOLUTION NO. ____

Adopted by the Sacramento City Council

on date of

APPROVAL AND ADOPTION OF THE 2016 ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP (HOME), HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) AND EMERGENCY SOLUTIONS GRANT (ESG) FUNDED PROJECTS AND PROGRAMS; AMENDMENT OF PRIOR ONE YEAR ACTION PLANS; AMENDMENT TO THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY BUDGET; AMENDMENT TO THE CITIZEN PARTICIPATION PLAN; AUTHORIZATION TO REVISE THE MULTI-FAMILY GUIDELINE APPLICATION SCHEDULE;AUTHORIZATION TO ISSUE A CDBG NOTICE OF FUNDING AVAILABILITY AND AUTHORIZATION TO ENTER INTO CONTRACTS; AUTHORIZATION TO ALLOCATE NEIGHBORHOOD STABILIZATION PROGRAM (NSP) PROCEEDS TO THE PURCHASE AND RESALE ENTITY (PRE) PROGRAM; DECLARE 521 T STREET SURPLUS AND NON-ESSENTIAL TO THE HOPWA PROGRAM; AUTHORIZING EXECUTION OF DOCUMENTS FOR THE ADMINISTRATION OF FEDERAL PROGRAMS; ; AUTHORIZING TRANSFER OF CITY HOME SINGLE FAMILY REHABILITATION REVOLVING LOAN FUNDS TO THE MULTI-FAMILY PROGRAM INCOME FUND; EXECUTION OF RELATED DOCUMENTS; AND ENVIRONMENTAL AND OTHER RELATED FINDINGS

BACKGROUND

A. The U.S. Department of Housing and Urban Development (HUD) requires adoption of a Five-Year Consolidated Plan and an annual Action Plan, consistent with the Consolidated Plan, to identify the programs and projects for expenditure of federal CDBG, HOME, HOPWA and ESG funds.

B. Since 1982 the Sacramento Housing and Redevelopment Agency (SHRA), on behalf of City, has served as the public entity designated to efficiently administer the CDBG program and was subsequently designated as the public entity to administer HOME, ESG and HOPWA funding originating from HUD.

C. Community development grants administered directly by the recipient requires SHRA to undertake environmental review of the proposed projects and issue determination on behalf of HUD. SHRA is designated as the agent for the City of Sacramento, which is the general unit of local government for the purpose of the HUD regulations. SHRA is authorized to submit environmental determinations on the City's behalf and on behalf of non-profit organizations which are sub-grantees.

D. In 2008, the Neighborhood Stabilization Program 1 (NSP1) was approved by City Council by Resolution 2008-691 and by the Board of Supervisors by Resolution 2008-1024.

E. In 2011, the Neighborhood Stabilization Program 3 (NSP3) was approved by the City Council by Resolutions 2011-087 (CC), 2011-002 (HACS), 2011-005 (RACS) and by the Board of Supervisors by Resolutions 2011-1026 (BOS), HA-2322 and RA-0921.

F. The Purchase and Resale Entity (PRE) program was approved in 2014 by the City Council by Resolution 2014-0019.

G. SHRA proposes to allocate proceeds from the NSP1 and NSP3 programs to the PRE program.

H. SHRA proposes to make the Citizen Participation Plan a joint plan of the City and County of Sacramento to be consistent with the Consolidated Plan and to add the definition for Affirmatively Further Fair Housing to replace the Analysis of Impediments to Fair Housing Choice.

I. SHRA proposes to revise and implement the Multi-family Lending and Mortgage Revenue Bond Policies Program Application Schedule to correspond with California Tax Credit Allocation Committee and California Debt Limit Allocation Committee application deadlines.

J. TLCS. Inc. has determined that it is cost prohibitive to rehabilitate its 521 T Street and wishes to dispose the property. It has been determined that the property is surplus and non-essential to the HOPWA program.

K. SHRA desires to transfer the remaining balance of $179,522.01 from the City HOME Single-Family Rehabilitation Revolving Loan (RLF) to the City HOME Multi-Family Program Income fund.

L. A noticed public hearing soliciting comments on the 2016 One-Year Action Plan was held by the Sacramento Housing and Redevelopment Commission on October 7, 2015.

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

Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action as stated in Attachment 7 , are approved.

Section 2. The prior One-Year Action Plans are amendmeed to defund the activities set forth in Attachment 5 and to add the programs and projects set out in Attachment 6.

Section 3. The 2016 One-Year Action Plan, which allocates anticipated CDBG, HOME, HOPWA and ESG funds to various programs and projects as set out in Attachment 6, is adopted.

Section 4. SHRA is authorized to amend its budget to allocate the CDBG, HOPWA and ESG funding for programs and projects in accordance with the amendment of the prior One Year Action Plans; allocate the CDBG,

HOME, HOPWA and ESG grant funding for programs and projects as set out in the 2016 One-Year Action Plan; and to amend the CDBG Capital Reserve, HOME, HOPWA and ESG budgets if the HUD award is less or greater than anticipated to the extent necessary to implement and ensure the timely completion of the activities set out in Attachment 6.

Section 5. SHRA is authorized to amend the NSP1 and NSP3 budgets to allocate proceeds for programs and funding under the PRE program.

Section 6. SHRA is authorized and delegated authority to act as agent on behalf of the City of Sacramento to submit the amendment of prior Year Action Plans and the 2016 One-Year Action Plan to HUD; execute the subsequent grant agreements with HUD; and to execute agreements and contracts with the appropriate entities to carry out the CDBG, HOME, HOPWA and ESG programs and projects in accordance with the Action Plans. All such agreements shall be in compliance with applicable federal laws and regulations.

Section 7. SHRA is authorized to amend the Citizen Participation Plan to make it a joint plan of the City and County of Sacramento and to add the definition for Affirmatively Further Fair Housing to replace the Analysis of Impediments to Fair Housing Choice as set forth in Attachment 9.

Section 8. SHRA is authorized to adopt the 2016 Multi-Family Lending and Mortgage Revenue Bond Policies Program Application Schedule as set forth in Attachment 8.

Section 9. The 521 T Street property is declared as surplus and non-essential to the HOPWA program, thereby allowing TLCS, Inc. to sell its property.

Section 10. The City Manager is authorized to execute agreements with SHRA to carry out the activities contained in the 2016 One-Year Action Plan and amendment to the various prior One Year Action Plans. All such agreements shall be in compliance with applicable federal laws and regulations, in a form approved by SHRA Counsel and City Attorney.

Section 11. SHRA is authorized to issue a CDBG Notice of Funding Availability (NOFA) for programs and projects as described in Attachment 6, to award grants and execute related contracts and agreements, as approved to form by SHRA Counsel, and to amend its budget accordingly.

Section 12. SHRA is authorized to make any budget adjustments and execute related documents and agreements as necessary to carry out the federal programs as described in the 2016 Action Plan in compliance with applicable federal laws and regulations.

Section 13. SHRA is authorized to solicit environmental assessment, remediation and legal consulting competitive bids and proposals and award and execute contracts in accordance with adopted CDBG and Agency Procurement

Policy and Procedures in support of implementing approved CDBG activities.

Section 14. SHRA is authorized to transfer the City HOME Single-Family Rehabilitation Revolving Loan (RLF) remaining balance of $179,522.01 to the City HOME Multi-Family Program Income fund and amend its budget accordingly.

City of Sacramento
2016 Action Plan
Proposed Funding Transfers

Activities being defunded are those that have been suspended or canceled. Newly funded activities are scheduled to be implemented and completed within 18 months to comply with federal regulations governing the timely expenditure of funds. Staff recommends proposed funding transfers be appropriated to activities as described in Attachment 6.

Proposed Funding Transfers	2015 Action Plan Amendment Amount	2016 Action Plan Amount	From
Unallocated 2014 Capital Reserve: Fund reserve account for overruns in capital improvement activities be appropriated for the projects and programs	$1,150,000	$0	Unallocated Capital Reserve
HOME Single-Family Rehabilitation Revolving Loan Fund (RLF) balance to be transferred to City HOME Multi-Family Program Income fund to be utilized for future affordable housing projects.	$179,522.01	$0	RLF
Total Funding Transfer	**$1,329,522.01**	**$0**	

City of Sacramento

The U.S. Department of Housing and Urban Development (HUD) requires a consolidated planning process for the federal Community Development Block Grant (CDBG); HOME Investment Partnership Program (HOME); Housing Opportunities for Persons with AIDS (HOPWA); and Emergency Solutions Grant (ESG) programs. This process consolidates multiple grant application requirements into a single submission. The concept of the Consolidated Plan was developed to further HUD's statutory goals through a collaborative process involving the community to establish a unified vision for future community development actions.

The Five-Year Consolidated Plan outlines proposed strategies for the expenditure of CDBG, HOME, HOPWA, and ESG funds for the period 2013-17. In general, the mission of the Consolidated Plan is to revitalize selected lower-income neighborhoods and to assist disadvantaged populations by providing adequate public facilities and services, generating affordable housing opportunities, and stimulating economic development.

The One-Year Action Plan, and amendments, are updates to the Consolidated Plan. A key component of the One-Year Action Plan is the allocation of funds to proposed activities. This portion of the plan describes activities the jurisdiction will undertake in the coming year, including geographic locations and proposed accomplishments. Proposed activities address the priority needs and specific objectives of the 2013-17 Consolidated Plan, adopted by the City Council on January 8, 2013.

The Sacramento Housing and Redevelopment Agency (SHRA), as the direct recipient of HUD funding, assumes the responsibility for environmental review, decision-making, and actions under the National Environmental Policy Act (NEPA). SHRA is also the lead agency for Agency initiated projects under the California Environmental Quality Act (CEQA). This Exhibit includes NEPA and CEQA citations as reference unless otherwise indicated. Additional information on environmental review can be found in Attachment 7.

In addition, a description of other actions to further the Consolidated Plan strategies is required by HUD as part of the One-Year Action Plan application. These include the Public Housing Authority Administrative Plan, the Citizen Participation Plan, the Continuum of Care Plan, Affirmatively Furthering Fair Housing (AFFH) and the 10-Year Plan to End Chronic Homelessness. These documents, on file with the Agency Clerk, are incorporated into this staff report and the record by this reference.

Proposed activities are based on the following estimated revenues:

Revenue Source	Previous Years Reprogramming	2016 Estimated Revenue	Total
CDBG Entitlement	$0	$4,335,943	**$4,335,943**
CDBG Program Income*	$0	$178,436	**$178,436**
CDBG Unallocated 2014 Capital Reserve	$1,150,000	$0	**$1,150,000**
HOME Entitlement	$0	$1,601,936	**$1,601,936**
HOME Program Income*	$179,522	$196,806	**$376,328**
NSP Program Income*	$852,460	$0	**$852,460**
ESG Entitlement	$0	$380,592	**$380,592**
HOPWA Entitlement	$0	$910,220	**$910,220**
HOPWA Reprogramming	$840,000	$0	**$840,000**
Multi-Family Supplement Administrative Fee	$94,000	$0	**$94,000**
Revenue Subtotal	**$3,115,982**	**$7,603,933**	**$10,719,915**
2016 and Previous Years' Total	**$10,719,915**		

*Program income means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or

The following summarizes proposed activities for 2016 and previous years. Activities are

Funding Category	Previous Years Reprogramming	Proposed 2016 Funding	Total
Infrastructure and Public Improvements	$575,000	$2,215,415	**$2,790,415**
Housing Development, Preservation and Homeownership	$2,280,982	$1,933,649	**$4,214,631**
Public Services	$119,000	$1,808,742	**$1,927,742**
HUD Section 108 Loan Repayments	$0	$385,056	**$385,056**
Grant Planning and Administration	$141,000	$983,500	**$1,124,500**
CDBG Capital Reserve	$0	$277,571	**$277,571**
Funding Subtotal	**$3,115,982**	**$7,603,933**	**$10,719,915**
Proposed Funding Total	**$10,719,915**		

INFRASTRUCTURE AND PUBLIC IMPROVEMENTS

The following are recommended capital improvements of public or community-based facilities and public rights-of-way to be completed within 18 months. These activities, when appropriate, will be coordinated with

Activity Name	Previous Years Reprogramming	2016 Proposed Funding	Total Funding	Source	CDBG IDIS Matrix Code	CDBG National Objective	Environmental Clearance
North 16th Streetscape Design Plan: Provides funds for streetscape plan for improved pedestrian walkway, increased safety and aesthetics, new lights and on-street parking. Match for SACOG grant.	$300,000	$0	**$300,000**	CDBG	03K	LMA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(1) and 58.34(a)(8). CEQA: Exempt per Guidelines Section 15262.
Multi-Site Water Cross-Connection Improvement Project: Irrigation repairs, backflow control, new booster pumps, extend protective fencing at five parks (Valley-Hi, Chuckwagon, Robertson, Freemont, Woodbine)	$0	$425,000	**$425,000**	CDBG	03J	LMA	Environmental review is underway. See Attachment 7.
Meadowview Streetscape Project: Provides funds for design and construction of street, pedestrian and bicycle improvements between 24th Street and Coral Gables. A center road median with drought resistant landscaping, monument signage and pavement treatments at crosswalks.	$0	$300,000	**$300,000**	CDBG	03K	LMA	Environmental review is underway, expected to be completed in January 2016.
Valley Hi Safety and Park Improvement Project: Provides funds for sidewalk and picnic area repairs necessary for public safety and ADA accessibility.	$0	$275,000	**$275,000**	CDBG	03F	LMA	Environmental review is underway. See Attachment 7.
Fourth Street Pedestrian Access Project Planning: Provides funds for planning for improved pedestrian connections and enhancements in the Chinatown neighborhood. Contingent upon SACOG grant award.	$0	$300,000	**$300,000**	CDBG	03K	LMA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(1) and 58.34(a)(8). CEQA: Exempt per Guidelines Section 15262.
Franklin Boulevard Complete Street: Provides funds to develop a plan to transition Franklin Boulevard between Fruitridge and Sutterville Road to a complete street for all modes of transportation. Contingent upon SACOG grant award.	$0	$250,000	**$250,000**	CDBG	03K	LMA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(1) and 58.34(a)(8). CEQA: Exempt per Guidelines Section 15262.
Mack Road Pedestrian Lighting: Provides funds to add pedestrian lighting to two blocks on the south side of Mack Road between Valley Hi and Center Parkway. Improved street lighting would serve to enhance public safety under Crime prevention through environmental design (CPTED).	$125,000	$225,000	**$350,000**	CDBG	03K	LMA	Environmental review is underway. See Attachment 7.
Capital Improvement Project Scoping: Funding for early cost estimates, resource identification, conceptual design, environmental studies and/or the development of plans, strategies and studies for CDBG-eligible projects. Location and scope to be determined by an internal process of requests on first-come, first-served basis. CDBG staff to determine eligibility of activity.	$0	$100,000	**$100,000**	CDBG	03	LMA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(1) and 58.34(a)(8). CEQA: Exempt per Guidelines Section 15061(b)(3).
Public Facility Notice of Funding Availability (NOFA): SHRA to issue Notice of Funding Availability (NOFA) for CDBG-eligible capital improvements to a public facility located in low- and moderate-income areas.	$0	$100,000	**$100,000**	CDBG	03E	LMA	Environmental review is complete. See Attachment 7.
Environmental Delivery: Remediation, brownfields, staffing and supportive services for environmental review activities.	$150,000	$0	**$150,000**	CDBG	03	LMA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).

Activity Name	Previous Years Reprogramming	2016 Proposed Funding	Total Funding	Source	CDBG IDIS Matrix Code	CDBG National Objective	Environmental Clearance
Edgewater Electric Vehicle Charging Stations: Funding to construct and install battery electric vehicle (BEV) parking/charging stations at the Edgewater Housing Complex located at 630 I Street.	$0	$50,000	**$50,000**	CDBG	03	LMA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.35(a)(3)(iii). CEQA: Exempt per Guidelines Section 15301.
Public Improvements Delivery: Staffing and supportive services for Choice Neighborhoods Initiative, Section 3 related activities, environmental and capital improvement projects in 2016.	$0	$190,415	**$190,415**	CDBG	03	LMA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
Total Infrastructure and Public Improvements	**$575,000**	**$2,215,415**	**$2,790,415**				

HOUSING DEVELOPMENT, PRESERVATION AND HOMEOWNERSHIP

The following are recommended activities that increase the marketability and livability of neighborhoods

Activity Name	Previous Years Reprogramming	2016 Proposed Funding	Total Funding	Source	CDBG IDIS Matrix Code	CDBG National Objective	Environmental Clearance
Multi-Family Housing Acquisition and Rehabilitation: Provides loans for the acquisition and rehabilitation of low- and moderate-income multi-family housing. Includes $840,000 in previously unallocated DHA HOPWA funds.	$840,000	$0	$840,000	HOPWA	NA	NA	Environmental review is complete. See Attachment 7.
	$500,000	$0	$500,000	CDBG	14B	LMH	
		$720,871	$720,871	HOME	NA	NA	
	$179,522	$88,563	$268,085	HOME PI	NA	NA	
Subtotal	**$1,519,522**	**$809,434**	**$2,328,956**				
Multi-Family Housing New Construction: Provides loans for the construction of multi-family housing.	$0	$720,871	$720,871	HOME	NA	NA	Environmental review is complete. See Attachment 7.
	$0	$88,562	$88,562	HOME PI	NA	NA	
Subtotal	**$0**	**$809,433**	**$809,433**				
Emergency Repair Program/Accessibility Grant Program (ERP-A): This program provides funding for the program's administration, delivery/staff costs and grants of up to $5,000 each to very-low income homeowners for emergency health and safety repairs as well as grants to low-income disabled residents for accessibility modifications.	$50,000	$0	**$50,000**	CDBG	14A	LMH	Environmental review is complete. See Attachment 7.
Minor Repair & ADA for Seniors and Low Income Homeowners Program: Provides for administrative costs associated with minor home repairs for low- and moderate-income homeowners and the administrative oversight for the Home Assistance Repair Program for Seniors (HARPS).	$0	$46,000	**$46,000**	CDBG	14H	LMH	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
Neighborhood Stabilization Program 1 and 3: Neighborhood Stabilization Program 1 and 3: Provides proceeds from NSP towards the remaining portfolio of the program and to the Purchase and Resale Entity (PRE) Program (approved in 2014) for rehabilitating and selling single-family homes to low-income first time homebuyers.	$71,460	$0	**$71,460**	NSP1	NA	NA	Environmental review is complete. See Attachment 7.
	$640,000	$0	**$640,000**	NSP3	NA	NA	Environmental review is complete. See Attachment 7.
Subtotal	**$711,460**	**$0**	**$711,460**				
Housing Programs Delivery: Supportive services for affirmatively furthering fair housing, affordable housing/multi-family rehabilitation/new construction, Section 3 related activities, environmental and emergency repair/accessibility programs in 2016.	$0	$268,782	**$268,782**	CDBG	14A/14B	CDBG	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
Total Housing Development, Preservation and Homeownership	**$2,280,982**	**$1,933,649**	**$4,214,631**				

PUBLIC SERVICES

The following are recommended funding allocations to support human assistance programs. For CDBG, HUD limits funding for public services to 15 percent of the total amount of entitlement and program income.

Activity Name	Previous Years Reprogramming	2016 Proposed Funding	Total Funding	Source	CDBG IDIS Matrix Code	CDBG National Objective	Environmental Clearance
Emergency Solutions Grant: Funds to provide homeless prevention and rapid re-housing in addition to emergency housing/shelters, delivery, operations and maintenance of facilities and essential supportive services per ESG regulations.	$0	$352,048	**$352,048**	ESG	NA	NA	Environmental review is complete. NEPA: Categorically excluded per 24 CFR 50.19(b). CEQA: Exempt per Guidelines Section 15061(b)(3).
Homeless Activities: Funds will be used to design, administer, and implement homeless programs including but not limited to housing and shelter, detoxification, medical and counseling services, and the provision of food.	$0	$62,566	**$62,566**	CDBG	05	LMC	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3) and (a)(4), Cat Ex 24 CFR 58.35(b)(2). CEQA: Exempt per Guidelines Section 15061(b)(3).
Meals on Wheels: Provides meals to homebound seniors and to non-homebound seniors at over 20 dining sites.	$0	$391,043	**$391,043**	CDBG	05A	LMC	Environmental review is complete. NEPA: Categorically excluded per 24 CFR 58.35(b)(2). CEQA: Exempt per Guidelines Section 15061(b)(3).
	$94,000	$0	**$94,000**	MF Supplemental Admin Fee			
Subtotal			**$485,043**				
Promise Zone Planning: Planning related activities related to preparation and submittal of grant applications.	$25,000	$0	**$25,000**	CDBG	05	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(4). CEQA: Exempt per Guidelines Section 15061(b)(3).
Downtown SRO Supportive Services: Provides coordination of health and human services, crisis intervention, independent living skills, drug and alcohol recovery, and community building activities at four downtown hotels. The service center is located at 719 J Street.	$0	$120,000	**$120,000**	CDBG	05	CDBG	Environmental review is complete. NEPA: Categorically excluded per 24 CFR 58.35(b)(2). CEQA: Exempt per Guidelines Section 15061(b)(3).
HOPWA - City and County of Sacramento: Provides for short-term emergency housing and tenant-based rental assistance, housing placement services, supportive services and operations for persons with HIV/AIDS in the City and County of Sacramento.	$0	$677,645	**$677,645**	HOPWA	NA	NA	Environmental review is complete. NEPA: Categorically excluded per 24 CFR 58.35(b)(1), (b)(2) and (b)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
HOPWA - Yolo County: Provides for short-term emergency housing and tenant-based rental assistance, housing placement services and supportive services for persons with HIV/AIDS in Yolo County.	$0	$37,000	**$37,000**	HOPWA	NA	NA	Environmental review is complete. NEPA: Categorically excluded per 24 CFR 58.35(b)(1) and (b)(2). CEQA: Exempt per Guidelines Section 15061(b)(3).
HOPWA - El Dorado and Placer Counties: Provides for short-term emergency housing and tenant-based rental assistance, housing placement services and supportive services for persons with HIV/AIDS in El Dorado and Placer Counties.	$0	$168,440	**$168,440**	HOPWA	NA	NA	Environmental review is complete. NEPA: Categorically excluded per 24 CFR 58.35(b)(1) and (b)(2). CEQA: Exempt per Guidelines Section 15061(b)(3).
Total Public Services	**$119,000**	**$1,808,742**	**$1,927,742**				

GRANT PLANNING AND ADMINISTRATION

The following are related to immediate/intermediate term program planning, community participation and general program administration. For CDBG, HUD limits funding for

Activity Name	Previous Years Reprogramming	2016 Proposed Funding	Total Funding	Source	CDBG IDIS Matrix Code	CDBG National Objective	Environmental Clearance
Consolidated Planning: Planning related to public facility and infrastructure improvements, affordable housing and homeless/HEARTH Act activities.	$0	$100,000	**$100,000**	CDBG	20	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(1) and 58.34(a)(8). CEQA: Exempt per Guidelines Section 15262.
Promise Zone Planning: Funds to provide staffing and grant application activities.	$0	$50,000	**$50,000**	CDBG	20	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(4). CEQA: Exempt per Guidelines Section 15061(b)(3).
Coordinated Exit: Provides funds for the planning and design of coordinated exit from homeless programs into permanent affordable housing.	$0	$50,000	**$50,000**	CDBG	20	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(4). CEQA: Exempt per Guidelines Section 15061(b)(3).
Emergency Shelter Planning: Provides funds related to issuing a request for proposal/qualifications, award and consultant contract to provide a study on Sacramento's emergency shelters.	$0	$50,000	**$50,000**	CDBG	20	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(4). CEQA: Exempt per Guidelines Section 15061(b)(3).
Fair Housing Activities: Provides funds to further fair housing, including outreach, referral and other eligible activities to affirmatively further fair housing.	$0	$100,000	**$100,000**	CDBG	21D	NA	Environmental review is complete. NEPA: Cat Ex per 24 CFR 58.35(b)(2). CEQA: Exempt per Guidelines Section 15061(b)(3).
ESG Program Administration: Administrative services for the implementation of ESG-funded activities in 2016.	$0	$28,544	**$28,544**	ESG	NA	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
Home Program Administration: Administrative services for the implementation of HOME-funded activities in 2016.	$0	$160,194	**$160,194**	HOME	NA	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
	$0	$19,681	**$19,681**	HOME PI	NA	NA	
Subtotal			**$179,875**				
HOPWA Program Administration: Administrative services for the implementation of HOPWA-funded activities in 2016.	$0	$27,135	**$27,135**	HOPWA	NA	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).

Section 3 Program Delivery: Supportive services for First Source Sacramento and Section 3 related actives in 2016.	$0	$15,000	**$15,000**	CDBG	21A	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
First Source Sacramento Administration: Provides funding for program administrative oversight; including costs related to software maintenance agreement.	$0	$5,000	**$5,000**	CDBG	NA	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.32(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
Activity Name	**Previous Years Reprogramming**	**2016 Proposed Funding**	**Total Funding**	**Source**	**CDBG IDIS Matrix Code**	**CDBG National Objective**	**Environmental Clearance**
NSP Delivery: Supportive services to deliver the NSP1 & 3 programs in 2016.	$85,000	$0	$85,000	NSP1	NA	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(1) and (a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
	$56,000	$0	$56,000	NSP3	NA	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(1) and (a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
Subtotal	$141,000	$0	**$141,000**				
CDBG Planning and Administration: Administrative & Planning services for CDBG programs in 2016.	$0	$314,546	$314,546	CDBG	21A	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(1) and (a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
	$0	$63,400	$63,400	CDBG PI	21A	NA	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(1) and (a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3).
Subtotal	$0	$377,946	**$377,946**				
Total Grant Planning and Administration:	**$141,000**	**$983,500**	**$1,124,500**				

HUD LOAN REPAYMENTS

The following debt service payments for HUD Section 108 loans and internal SHRA loans for commercial revitalization, job creation, and infrastructure development.

Activity Name	Previous Years Reprogramming	2016 Proposed Funding	Total Funding	Source	CDBG IDIS Matrix Code	CDBG National Objective	Environmental Clearance
Section 108 Loan Repayment: Annual debt service payment on Section 108 loan funds. If program income is utilized towards the debt service payment then unused entitlement funds will be utilized towards	$0	$270,020	$270,020	CDBG	19F	LMH	Environmental review is complete. NEPA: Exempt per 24 CFR 58.34(a)(2) and (a)(3). CEQA:
	$0	$115,036	$115,036	CDBG PI	19F	LMH	
Total Section 108 Loan Repayment	**$0**	**$385,056**					

CDBG CAPITAL RESERVE

Activity Name	Previous Years Reprogramming	2016 Proposed Funding	Total Funding	Source	CDBG IDIS Matrix Code	CDBG National Objective	Environmental Clearance
Capital Reserve: Reserve account for overruns in capital improvement activities and to fund budgeted activities in 2016 if CDBG entitlement is less than anticipated. The reserve is also available to cover unanticipated project and program costs to bring an activity to completion. The full amount of the reserve is available to ensure the timely completion of the activities.	$0	$277,571	$277,571	CDBG	22	NA	Not subject to environmental review.

City of Sacramento
Environmental Determination

Multi-Site Water Cross-Connection Improvement Project: Provides funds for irrigation repairs, backflow control, new booster pumps, extend protective fencing at five parks (Valley-Hi, Chuckwagon, Robertson, Freemont, Woodbine). It is anticipated that the project will be categorically excluded under NEPA and exempt under CEQA. However, if additional environmental review is needed, SHRA and/or City staff may return for further approvals.

Valley Hi Safety and Park Improvement Project: Provides funds for sidewalk and picnic area repairs necessary for public safety and ADA accessibility. It is anticipated that the project will be categorically excluded under NEPA and exempt under CEQA. However, if additional environmental review is needed, SHRA and/or City staff may return for further approvals.

Public Facility Notice of Funding Availability (NOFA): SHRA to issue Notice of Funding Availability (NOFA) for CDBG-eligible capital improvements to a public facility located in low- and moderate-income areas. NEPA: Exempt as an administrative action per 24 CFR 58.34(a)(3). CEQA: Exempt per Guidelines Section 15061(b)(3). This action does not include any funding commitments or approvals for any specific project. As individual projects are identified for acquisition and/or rehabilitation, environmental review will be required prior to taking any choice limiting action or discretionary action on those specific projects.

Multi-Family Acquisition and Rehabilitation Program: This program provides funding for the acquisition and rehabilitation of low- and moderate-income multi-family housing. This action does not include any funding commitments or approvals for any specific project. As individual projects are identified for acquisition and/or rehabilitation, environmental review will be required prior to taking any choice limiting action or discretionary action on those specific projects.

Multi-Family Housing New Construction: Loans for the construction of multi-family housing. This action does not include any funding commitments or approvals for any specific project. As individual projects are identified for new construction, environmental review will be required prior to taking any choice limiting action or discretionary action on those specific projects.

Emergency Repair Program/Accessibility Grant Program (ERP-A): This program provides funding for the program's administration, delivery/staff costs and grants of up to $5,000 each to very-low income homeowners for emergency health and safety repairs as well as grants to low-income disabled residents for accessibility modifications. Administration and delivery/staff costs are exempt under NEPA per 24 CFR 58.34(a)(3) and Exempt under CEQA per Guidelines Section 15061(b)(3). The

emergency repair/accessibility component includes repairs and improvements to existing structures to control threats to public safety and accessibility improvements which will remove barriers that restrict mobility of and accessibility by elderly and disabled persons. These activities are Exempt under NEPA per 24 CFR 58.34(a)(10) and Categorically Excluded per 58.35(b)(3) and Categorically Exempt under CEQA per Guidelines Section 15301. Review is complete for this activity. However, any activities not covered under this environmental review are subject to additional review under CEQA and/or NEPA prior to project commencement.

Neighborhood Stabilization Program 1 and 3: Provides proceeds from NSP towards the Purchase and Resale Entity (PRE) Program (approved in 2014) for rehabilitating and selling single-family homes to low-income first time homebuyers. Individual properties in this program were reviewed and cleared under CEQA and NEPA in 2015. Environmental Review Records are on file at SHRA.

Sacramento Housing and Redevelopment Agency
Multi-Family Loan and Mortgage Revenue Bond Application
2016 Schedule, Priorities, and Anticipated Funding

July 9% TCAC & CDLAC Applications:

Pre-Application Deadline	Jan. 4, 2016
Application Deadline	March 1, 2016
Environmental Deadline*	April 20, 2016
Sacramento Housing and Redevelopment Commission (SHRC)	June 1, 2016
Board of Supervisors/City Council (Board/Council)	June 21, 2016
Est. 9% TCAC/CDLAC Application Deadlines	July 6, 2016/July 15, 2016

October CDLAC Application:

Pre-Application Deadline	April 1, 2016
Application Deadline	June 1, 2016
Environmental Deadline*	August 10, 2016
SHRC	Sept 21, 2016
Board/Council	Oct 11, 2016
Est. CDLAC Application Deadline	October 21, 2016

January CDLAC Application:

Pre-Application Deadline	June 1, 2016
Application Deadline	August 1, 2016
Environmental Deadline*	October 5, 2016
SHRC	November 16, 2016
Board/Council	December 6, 2016
Est. CDLAC Application Deadline	January 20, 2017

March 9% TCAC & CDLAC Applications:

Pre-Application Deadline	August 1, 2016
Application Deadline	October 3, 2016
Environmental Deadline*	December 14, 2016
SHRC	February 1, 2017
Board/Council	February 21, 2017
Est. 9% TCAC/CDLAC Application Deadlines	March 1, 2017/March 17, 2017

May CDLAC Application:

Pre-Application Deadline	November 1, 2016
Application Deadline	January 3, 2017
Environmental Deadline*	March 9, 2017
SHRC	April 19, 2017
Board/Council	May 9, 2017
CDLAC Application Deadline	May 19, 2017

*Environmental clearance (CEQA and NEPA) not received by this date will result in project approvals being delayed and the CDLAC/TCAC application being submitted at a later date.

2016 Anticipated Multifamily Loan Funding:

City of Sacramento	
HOME**	$2.9 million
CDBG (prevailing wage rehabilitation)	$1.0 million
Housing Trust Fund (workforce housing)	$2.6 million

County of Sacramento	
HOME**	$3.0 million
CDBG (prevailing wage rehabilitation)	$2.2 million
Housing Trust Fund (workforce housing)	$0.3 million
County Affordable Housing Program (workforce housing)	$1.5 million
Mental Health Services Act (permanent supportive housing)	$0.8 million

* Includes anticipated 2016 revenues and prior years unallocated balances
** Prevailing wages required if more than 11 units assisted

Multifamily Lending and Mortgage Revenue Bond Policies
For Projects of 12 or More Units

Adopted by the Sacramento County Board of Supervisor and County Housing Authority on March 10, 2009
Adopted by the Sacramento City Council and City Housing Authority on March 17, 2009

1.1. Eligible projects and project priorities. Funding recommendations for Agency financing will be made based on the project priorities set out below. Projects seeking issuance of mortgage revenue bonds without Agency financing are not subject to these priorities. Pre-application approval, followed by approval of a full application, is required before being eligible for funding.

Applications seeking funding to be used in conjunction with the 9% Low Income Housing Tax Credit Program (LIHTC) are subject to the priorities for that program, included as Exhibit 1 to these guidelines.
For a listing of funding sources and their specific requirements, please see Exhibit 2.

Affordable housing priorities:

1. Preservation

   Preservation of projects which are currently publicly subsidized, but at risk of losing affordability restrictions due to sale, termination, or public subsidy reductions.

2. Recapitalization

   Substantial rehabilitation of projects with affordability restrictions, including projects that have reached the expiration of their 15-year tax credit compliance period, but only in conjunction with new mortgage revenue bonds, tax credits, and/or other affordable housing resources to the greatest extent feasible.

3. Inclusionary housing

   New construction to meet inclusionary housing requirements under the City of Sacramento Mixed Income Housing Ordinance or the County of Sacramento Affordable Housing Ordinance, but only in conjunction with mortgage revenue bonds, tax credits, a State subsidy, and/or a contribution of land and monetary financial assistance from the master developer.

4. Rehabilitation and new production

   Substantial rehabilitation of other projects, with preference among City projects to those located in redevelopment areas; and

   New construction of affordable housing including low-income, mixed-income, or workforce housing, with preference to projects in census tracts where the poverty rate is less than 30 percent; projects that meet redevelopment goals; projects located within ¼ mile of a Transit Hub (as defined by State Transit Oriented Development Program Guidelines); or development of sites identified as being appropriate for affordable housing in the Housing Element.

   Maps of City redevelopment areas and census tracts where the poverty rate is less than 30 percent are presented in Exhibits 3 and 4 respectively.

Multifamily Lending and Mortgage Revenue Bond Policies
For Projects of 12 or More Units

EXHIBIT 1

9% LOW INCOME HOUSING TAX CREDIT PROGRAM PRIORITIZATION

The Agency shall accept applications for projects to be considered under this policy no later than four months prior to the anticipated application due dates for the California Tax Credit Allocation Committee (TCAC), which are mid-April (1st Funding Round) and mid-July (2nd Funding Round) each year.

Projects shall be reviewed under the Agency's multifamily lending policies to determine the feasibility and financial need of the proposed project. In addition, staff shall evaluate the proposed project for competitiveness under the 9% LIHTC program, as well as other available funding sources, such as the State of California's Multifamily Housing Program.

Projects that appear competitive for funding under the 9% LIHTC program and in need of Agency financial assistance shall be ranked based on the prioritization outlined below. The project with the highest tier ranking will be given priority for funding by the Agency.

Prioritization of Projects

Tier 1

- Acquisition/Rehabilitation or new construction designed and programmed to serve special needs tenants, such as chronically homeless individuals or families.
- Acquisition/Rehabilitation or new construction which will augment or safeguard the City of Sacramento's inventory of single room occupancy units.

Tier 2

- Acquisition/Rehabilitation projects that have community development benefits (i.e. blight removal, acquisition of multiple parcels under multiple ownership, projects included in an implementation plan or identified by the Agency as a catalyst project).

Tier 3

- New construction projects that have community development benefits (i.e. blight removal, acquisition of multiple parcels under multiple ownership, transit oriented developments, projects included in an implementation plan or identified by the Agency as a catalyst project).

Multifamily Lending and Mortgage Revenue Bond Policies
For Projects of 12 or More Units

EXHIBIT 2

FUNDING SOURCES

Redevelopment Tax Increment Funds – *REDEVELOPMENT ELIMINATED IN 2012*
The City and County of Sacramento have redevelopment areas which generate funds, called tax increment (TI), from increasing property values. A minimum of 20 percent of these tax increment funds must be used to house persons of very low, low, and moderate-income.

Affordability levels for tax increment-assisted units are determined by many factors, including consistency with local Housing Element goals and certain percentage requirements for very low- and low-income households established in state law. The maximum affordability levels are 110 percent of the Area Median Income (AMI), considered "moderate-income" housing.

Housing Trust Funds (HTF)
The City and County Housing Trust Funds raise local revenues for affordable housing from fees placed on non-residential development, such as offices, hotels, retail, businesses, and medical facilities. The program is based on a nexus analysis demonstrating that the new commercial development employs very low- and low-income workers who in turn create a demand for affordable housing. The fee-generated revenue is used to increase the supply of housing for persons in or likely to be in the labor force. Housing trust funds are primarily used for new construction or for substantial rehabilitation to produce net new housing.

- Incomes: The City housing trust fund serves households up to 80 percent of AMI ("low-income"), with priority given to very low-income households. The County trust fund serves households up to 50 percent of AMI ("very low-income").
- Workforce housing: For a project to be eligible, there must be a reasonable expectation that the prospective residents will be in the labor force in the area. The funds are not used for senior housing.
- Location preference: Preference is given to locations within one-quarter mile of existing or planned transit services. Overall, the program should finance assisted units within seven miles of the aggregate sources of the employment-generated revenues.

Federal Funds
As the housing finance agency for the City and County of Sacramento, SHRA uses funding from the federal Home Investment Partnership (HOME) and Community Development Block Grant (CDBG) Programs, which are received by the City and County as entitlement jurisdictions. A summary of the conditions and restrictions particular to each funding source is provided below.

Home Investment Partnership Program (HOME) funds. At least 20 percent of HOME-assisted units in each project of five or more HOME-assisted units must be reserved for households with incomes below 50 percent of AMI and leased at rents affordable to such households. All remaining HOME-assisted units must be reserved for households with incomes below 60 percent of AMI with rents not to exceed 65 percent. Minimum affordability restrictions range from a minimum term of 5 years to 55 years depending on the amount of assistance provided.

Community Development Block Grant (CDBG) funds. Generally, at least 51 percent of units in a project assisted with CDBG funds must be affordable to households with incomes below 80 percent of AMI. New construction can only be assisted if it is carried out by a Community Based Development Organization.

County Fee Waiver/Deferral Program

The Agency assists in the administration of the County of Sacramento's Impact Fee Waiver and Deferral Program for affordable housing projects. Only projects located in the unincorporated area are eligible for impact fee waivers/deferrals, with the exception that Sacramento Regional Sanitation District and Sacramento Area Sewer District (formerly CSD-1) fee waivers are available to cities in the county and unincorporated areas, where applicable.

The total number of fee waivers is capped by the County annually at 200 dwelling units or 5 percent of the number of dwelling units for which residential building permits for new construction in the unincorporated County were issued in the previous year, whichever is greater.

- Fee Deferrals. In order to qualify for fee deferrals, a project must have 1) a minimum of 10 percent of units restricted for rent to households having incomes less than or equal to 50 percent of AMI; or 2) a minimum of 49 percent of units restricted for rent to households having incomes less than or equal to 80 percent of AMI. Payment of deferred fees is due 24 months from start of construction or upon the close of permanent loan financing, whichever is earlier.
- Fee Waivers. In order to qualify for fee waivers, a project have a minimum of 10 percent of its units restricted for rent to households having incomes less than or equal to 50 percent of AMI. Fees will be waived in an amount proportional to the percentage of very low income units restricted.

Mental Health Services Act Program

The State of California Mental Health Services Act (MHSA) Housing Program was established to fund permanent supportive housing (PSH) projects for people with psychiatric disabilities and children with serious emotional disturbance.

There are two pools of funds that are provided in three year cycles. "One-time" funds are provided by the State directly to the County and applications are accepted over-the-counter through SHRA and through Sacramento County Division of Mental Health (DMH). The other sources of MHSA funds are controlled by CalHFA and applications are submitted over-the-counter to CalHFA.

Contact must be made early in the process with SHRA staff and the Sacramento County Department of Mental Health for their approval of the proposed project concept as well as to receive a preliminary services commitment.

Eligible Applicants will be organizations meeting the California Department of Housing and Community Development's (HCD) Sponsor eligibility requirements for Supportive Housing Program as detailed in MHP Regulations, California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 4.

Eligible Projects include only permanent supportive housing (PSH) units. PSH is defined to include all of the following: tenant holds a lease and has rights of tenancy, tenant has a private space that is locked and that only they have access to, and participating in supportive services is not a requirement of tenancy.

Eligible Uses of Funds include: acquisition of vacant property, acquisition and rehabilitation of an existing development, construction of a new development, capitalizing operating costs, and predevelopment costs associated with an eligible project proposal. Funds can be awarded as a grant or a loan, whichever assists in project feasibility and/or meets the requirements of other sources of funding.

INVESTING IN COMMUNITIES

DRAFT

City and County of Sacramento
Citizen Participation Plan

INTRODUCTION

It is the intent of the City of Sacramento (City), the County of Sacramento (County), and the Sacramento Housing and Redevelopment Agency (SHRA) to encourage and facilitate the participation of the residents of Sacramento in the formulation of priorities, strategies, and funding allocations in the Affirmatively Further Fair Housing (AFFH) Plan, Consolidated Plan and the One-Year Action Plan, Substantial Amendments thereto and performance reviews for the following five programs funded by the U.S. Department of Housing and Urban Development *(HUD) [24 CFR part 5, subpart A – AFFH, 24 CFR Part 91Consolidated Submission for Community Planning and Development Programs,24 CFR part 92 HOME Investment Partnerships Program, 24 CFR part 570-Community Development Block Grant, 24 CFR part 574 Housing Opportunities for Persons with AIDS/HIV, 24 CFR part 576-Emergency Solutions Grant, 24 CFR part 903-Public Housing Plans])*:

- Community Development Block Grant (CDBG);
- Neighborhood Stabilization Program (NSP);
- HOME Investment Partnerships (HOME);
- Emergency Solutions Grant (ESG); and
- Housing Opportunities for Persons with Aids (HOPWA).
- Refer to the Public Housing Plan for additional Citizen Participation Plan information.

USE OF THE CITIZEN PARTICIPATION PLAN

The City, County and SHRA are committed to vigorously follow, implement, and abide by both the letter and spirit of this Citizen Participation Plan (24 CRF part 5.158 and 24 CFR part 570.431).

This plan identifies strategies to obtain participation from those persons directly affected by the AFFH, Consolidated Plan, Substantial Amendments and One-Year Action Plans and One-Year Action Plan Amendments, to provide accurate information and timely notification of activities, to provide education and assistance to citizens to access the programs, to involve citizens during all stages of the process, and to respond to specific complaints and needs of citizens. The City, County and SHRA will take whatever

actions are appropriate to encourage the participation of all citizens, including minorities and persons with limited English speaking proficiency, persons with disabilities, and residents of public and assisted housing. SHRA staff will encourage the participation of residents of public and assisted housing developments and recipients of tenant-based assistance in the process of developing and implementing the goals of AFFH and the Consolidated Plan, along with residents of targeted revitalization areas in which developments are located. Staff will coordinate with the Housing Authority on the development of the AFFH, and shall provide information to the Housing Authority about Consolidated Plan activities related to its developments and surrounding communities that the Housing Authority can make available at the annual public hearing for the Public Housing Agency Plan.

The general structure of citizen review/participation component has three tiers: citizens and citizen groups, Sacramento Housing and Redevelopment Agency Commission (SHRC), the City Council or Sacramento County Board of Supervisors, the governing bodies of SHRA. Many project ideas occur at the grass roots level. These ideas are then recommended to the SHRC who reviews all housing and community development activities. The recommendation then proceeds to the City Council or Board of Supervisors (depending upon project/program jurisdiction) for final review and approval.

Citizens may submit comments verbally or in writing at public hearings or directly to SHRA staff

Written comments, questions or inquiries regarding CDBG, NSP, HOME, ESG and HOPWA programs are to be addressed to:

Sacramento Housing and Redevelopment Agency

Development Department
Attn: Programs Manager
801-12th Street
Sacramento, CA 95814

DEFINITIONS

Affirmatively Further Fair Housing (AFFH): AFFH (24 CFR part 5) refers to an analysis performed in accordance with requirements for consultation and community participation that includes an analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals, and is conducted and submitted to HUD using the HUD developed Assessment Tool. The AFFH is conducted every five years prior to the development of the Consolidated Plan or Public Housing Plan. The AFFH replaces the previously HUD approved Analysis of Impediments to Fair Housing Choice.

Consolidated Plan: This document is submitted to HUD and serves as the planning document of the County of Sacramento and application for funding for CDBG, NSP,

HOME, ESG, and HOPWA. The document is developed in accordance with 24 CFR parts 5 and 91 and sets forth the priorities and strategies of the programs for a five-year period.

One-Year Action Plan: This document updates the Consolidated Plan on an annual basis and allocates one year's funding (entitlement and program income) to specific projects and activities for the CDBG, NSP, HOME, ESG, and HOPWA programs. SHRA develops the document annually in accordance with 24 CFR 91.505.

Consolidated Annual Performance Evaluation Report (CAPER): This document reports on the progress made in carrying out the AFFH, Consolidated Plan and One-Year Action Plan activities. SHRA prepares the report annually in accordance with 24 CFR Part 91.

Public Hearing: A public hearing is a public meeting that has been publicly noticed in a local newspaper of general circulation, or noticed in a fashion which otherwise follows local procedures for formal noticing of public hearings. Public hearings are required prior to the adoption of the Consolidated Plan, the One-Year Action Plan, and substantial amendments to either Plan (24 CFR 91.505 (b).

Substantial Amendment: A substantial amendment to the Consolidated Plan involves carrying out an activity or program not previously described (purpose, scope, location and beneficiary). Substantial Amendments will follow local procedures for formal noticing of public hearings and citizen comment period per 24 CFR 91.105 and 505(b).

Substantial Amendment examples: Community Development Block Grant-Recovery Act; Neighborhood Stabilization Program, Homelessness Prevention and Rapid Re-Housing Program are examples of new or one-time federally funded activities or programs.

Amendment: An amendment pertains to the One-Year Action Plan and involves carrying out an activity or program previously described in the existing One-Year Action plan, but includes a change in funding that does not require additional citizen participation. SHRA's Executive Director or respective designee will administratively amend, up to the authority granted during approval by the governing body, the existing budget for activities or programs to efficiently expend funds (including program income) related to previously disclosed activities or programs in accordance to the intent of the funds identified in the previously undertaken citizen participation process. In addition, an existing activity or program can be cancelled administratively if no funds were expended, and said funds can then be re-allocated to an existing One-Year Action Plan activity, program or applicable contingency fund to be allocated to a future activity(ies) or program(s) at a future date.

CONSOLIDATED PLAN, ONE-YEAR ACTION PLAN, AND SUBSTANTIAL AMENDMENTS THERETO

Comments and suggestions from the public are welcome at all times. To facilitate public interaction, SHRA will conduct at least two public meetings of which one will be a public hearing at different stages of the program year. Together, the meetings will address housing and community development needs, development of proposed activities, and review of program performance. The hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for persons with disabilities. At least one public hearing will be held prior to the adoption of the AFFH, Consolidated Plan, the One-Year Action Plan, and when making Substantial Amendments to either plan.

SHRA will notify the public of these hearings by publishing a notice in at least one paper of general circulation and on SHRA's website at least 30 days (24 CFR parts 5.158 and 91.105 (e)(1)) prior to the first public hearing. The public hearing will be held in a time and location convenient to potential and actual beneficiaries and with accommodations for persons with disabilities. The notice will:

- Describe the AFFH development and goals prior to adoption;
- For the Consolidated Plan, Substantial Amendment, One-Year Action Plan or Action Plan Amendment, describe the approximate amount of funding and range of possible activities; and;
- State where and how information may be obtained;
- State the date of the public hearing;
- Allow 30 days for public comments prior to adoption of the AFFH, Consolidated Plan, One-Year Action Plan, or the Substantial Amendment; and
- State how the public can submit comments.

All comments received in writing, or orally at the public hearing, will be considered when preparing the final Consolidated Plan, One-Year Action Plan or substantial amendments thereto. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the document. Written comments will receive a written response within fifteen working days, where practicable.

CAPER (Consolidated Annual Performance Evaluation Report)

SHRA will notify the public by publishing a notice in at least one paper of general circulation and on the SHRA website at least 15 days prior to the submission of the report to HUD. The notice will:

- State where and how the report may be obtained;
- Allow at least 15 days for comments prior to the submission of the report to HUD; and
- State how the public can submit comments.

All comments received in writing will be considered when preparing the final CAPER. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the document. Written comments will receive a written response within 15 working days, where practicable.

CITIZEN PARTICIPATION PLAN

Prior to the adoption of the Citizen Participation Plan and any One-Year Action Plan Amendment or Substantial Amendment, SHRA will hold a public hearing and consider all comments. Copies of the Citizen Participation Plan were made available at SHRA, public libraries, and governmental offices. SHRA staff will assist any disabled persons interested in obtaining a copy of the Citizen Participation Plan who are otherwise unable to access it.

A free copy of the AFFH, Consolidated Plan and One-Year Action Plan are available from SHRA at no cost to persons and organizations that request it.

OTHER CITIZEN PARTICIPATION REQUIREMENTS

Notification to Interested Parties: SHRA will endeavor to directly notify interested parties of scheduled public hearings. A list of persons and community groups interested in receiving such notices will be maintained by SHRA.

Access to Records: SHRA will provide access to public records related to the AFFH, Consolidated Plan, One-Year Action Plan and Amendments and the jurisdiction's use of assistance under the programs covered by the plans during the preceding five years through written or verbal request. SHRA may charge a fee for copies to recover the cost of material and operations. SHRA will require an appointment to view records and, in most case, will require SHRA staff to be present during inspection of records.

Translation and Interpretation Services: If limited English proficiency or disabled persons request assistance to participate in a public hearing, SHRA staff will retain appropriate assistance to allow such residents to participate. Generally, assistance will consist of obtaining appropriate interpreter services. However, if such assistance presents an undue financial or administrative burden, SHRA will consider it mandatory only in instances where it is expected that a significant number of limited English proficiency or disabled persons will be in attendance.

Technical Assistance: SHRA will endeavor to assist community groups and individuals as requested. The provision of assistance will be determined based upon the following: staff availability; the relationship of the request to the priorities adopted in the AFFH and Consolidated Plan; and other available resources. At a minimum, SHRA will advise on all technical questions, such as determining the eligibility of a request.

Complaints: SHRA will respond to written complaints from citizens related to the AFFH, Consolidated Plan, One-Year Action Plan, Substantial Amendments, administrative amendments and performance reports within 15 working days.

Responsibility: SHRA will retain responsibility and authority to outreach to minorities and persons with limited English proficiency, as well as persons with disabilities, during the development of the AFFH, the Consolidated Plan and One-Year Action Plan. This responsibility and authority is not restricted by the citizen participation requirements.

MINIMIZING DISPLACEMENT AND RELOCATION BENEFITS

COUNTY OF SACRAMENTO RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

SHRA, administrator of the ESG, CDBG, HOPWA, the Urban Development Action Grant Program, NSP and the HOME for the County of Sacramento, will comply with all federal regulations governing residential antidisplacement and relocation assistance as they pertain to these programs.

Specifically, SHRA will comply with Section 104(d) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(d)] and implementing regulations at 24 CFR Part 42. HUD assisted programs administered by SHRA which are governed by these regulations are the ESG, CDBG, HOPWA, NSP, HOME, the Section 108 Loan Guarantees Program, and the Urban Development Action Grant Program.

SHRA will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than as lower-income housing as a direct result of activities assisted with funds under the above-stated programs.

All replacement housing will be provided within three years after the commencement of the demolition or conversion. Pursuant to 24 CFR 42.375(c) and before entering into a contract committing the County of Sacramento to provide funds for a project that will directly result in demolition or conversion, SHRA will make public by publication in a newspaper of general circulation and submit to HUD the following information in writing:

1. A description of the proposed assisted activity;

2. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the submission will identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwelling units by size will be submitted and disclosed to the public as soon as it becomes available;

5. The source of funding and a time schedule for the provision of replacement dwelling units;

6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and

7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the approved Consolidated Plan.

To the extent that the specific location of the replacement housing and other data in items 4 through 7 are not available at the time of the general submission, SHRA will identify the general location of such housing on a map and complete the disclosure and submission requirements as soon as the specific data are available.

SHRA's Development Department, 801-12th Street, is responsible for tracking the replacement of lower-income dwelling units and ensuring that it is provided within the required period.

SHRA will provide relocation assistance, as described in 24 CFR Part 42, Subpart C--Requirements Under Section 104(d) of the Housing and Community Development Act of 1974, to each lower-income person who, in connection with an activity assisted under any program subject to this subpart, permanently moves from real property or permanently moves personal property from real property as a direct result of the demolition or conversion of a lower-income dwelling.

Depending upon program requirements, SHRA is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling units or the conversion of lower-income dwelling units to another use.

Consistent with the goals and objectives of activities assisted under Section 104(d) of the Housing and Community Development Act of 1974, as amended, SHRA will take the following steps to minimize the direct and indirect displacement of persons from their homes:

1. In structuring proposed projects for funding consideration, SHRA (a) make an assessment of the potential displacement which might occur from the project as proposed, (b) consider alternatives which would minimize displacement, and (c) select the most feasible alternative which both meets project goals and minimizes displacement.

2. For programs assisted through ESG, HOME, HOPWA, CDBG, NSP or Section 108 resources, in which a property owner voluntarily seeks such assistance (such as a rehabilitation loan), SHRA will assess the potential displacement which may result from the project and the costs associated with such displacement and advise the property owner. The property owner shall be further advised of his/her responsibility to pay for such costs. SHRA will provide technical assistance to owners on methods to minimize permanent displacement (and therefore costs) such as scheduling construction activities in phases to allow tenants to temporarily move and thereby avoid permanent displacement, referring eligible tenants to assistance programs (such as Housing Choice Voucher) to help stabilize the tenant's rent, or other alternatives appropriate to the assisted activity.

3. For major publicly initiated programs, where the displacement assessment indicates substantial direct or indirect displacement may occur, SHRA will prepare a project specific displacement mitigation/ relocation plan in order to ensure implementation consistent with HUD regulations.

4. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation by working with empty units first.

5. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.

RESOLUTION NO. 2015 -

Adopted by the Housing Authority of the City of Sacramento

on date of

AUTHORIZING THE ACCEPTANCE OF $100,000 FROM THE TARGETED CAR SHARING AND MOBILITY OPTIONS IN DISADVANTAGED COMMUNITIES PILOT PROJECT GRANT; EXECUTION OF RELATED DOCUMENTS; AMEND SHRA BUDGET; AND OTHER ENVIRONMENTAL FINDINGS

BACKGROUND

A. As a joint applicant with the Sacramento Air Quality Management District, the Sacramento Housing and Redevelopment Agency (SHRA) will be awarded $100,000 of the $1.1 million grant for the targeted Car Sharing and Mobility Options In Disadvantaged Communities Pilot Project (Car Sharing) for planning, managing, and providing quality control of the construction, installation, maintenance and operation of battery-electric vehicle (BEV) parking/charging stations.

B. SHRA is authorized to plan, manage and provide quality control of the construction, installation, maintenance and operation of the BEV parking/charging sites located at the following Housing Authority complexes: Edgewater Housing Complex, 630 I Street, Sacramento CA; Alder Grove Housing Complex, 816 Revere Street, Sacramento CA.

C. This activity is Exempt under the California Environmental Quality Act pursuant to Guidelines Sections 15301, 15303 and 15304, and Categorically Excluded under the National Environmental Policy Act (NEPA) per 24 CFR 58.35(a)(3)(iii).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

Section 1: The facts as presented and set forth in the background, above are found to be true and correct.

Section 2: The acceptance of the Car Sharing Project grant is hereby approved.

Section 3: SHRA is authorized to make any budget adjustments and execute related documents, and agreements as necessary to carry out the Car Sharing Project in compliance with adopted SHRA Procurement Policies and applicable local, state and federal laws and regulations and on reasonably commercial terms in a form approved by SHRA Counsel.

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Staff/Discussion

Report ID: 2015-00866

Title: Utilities Water, Wastewater and Storm Drainage Financial Plan and Rate Proposal

Location: Citywide

Recommendation: Pass a Motion referring to Budget and Audit Committee the Utilities Water, Wastewater and Storm Drainage Financial Plan and Rate Proposal.

Contact: Bill Busath, Director, (916) 808-1434, Department of Utilities

Presenter: Bill Busath, Director, (916) 808-1434, Department of Utilities

Department: Department Of Utilities
Division: Business & Integrated Planning
Dept ID: 14001661
Attachments:
1-Description/Analysis
2-Background
3-Attachment 1

City Attorney Review

Approved as to Form
Joe Robinson
10/21/2015 4:59:17 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 10/20/2015 2:48:40 PM

Description/Analysis

Issue Detail: On March 27, 2012, the City Council approved water and wastewater rate adjustments to fund needed infrastructure projects to ensure system reliability and sustainability, as well as moving the City toward meeting industry best practices for infrastructure replacement and maintenance. The rate adjustments allowed the City to invest in capital improvements and operational and maintenance practices to improve service and reduce maintenance costs by replacing inadequate or deteriorated systems, and to maintain compliance with federal, state, and local regulatory mandates. City Council's approval of the rate adjustments also began to address the findings in the 2010 Citywide Financial and Operational Review conducted by Management Partners, Inc., and the 2011 City Auditor's Sacramento Department of Utilities Operational Efficiency and Cost Savings Audit, which found that the City's current financial resources and capital investment were inadequate to maintain the City's water and wastewater systems.

Simultaneously with the water and wastewater rate adjustments, the Department of Utilities (DOU) has implemented numerous efficiencies and received non-rate payer dollars that have reduced costs to ratepayers. Since 2012, DOU has obtained over $18 million in federal, state, and local grants for water, wastewater, and storm drainage projects.

The water and wastewater rate adjustments approved by City Council in March 2012 were the first step in DOU's long-term financial plan to proactively invest in the City's aging utility infrastructure systems and address ever-increasing regulatory requirements.

According to the United States Environmental Protection Agency and the American Society of Civil Engineers' utility industry best practices, water and wastewater systems should be replaced every 70-100 years in order to sustain them in a condition that can reliably deliver service. In 2012, the City was on pace to replace its entire water system every 400 years and its wastewater system every 650 years. Based on the current level of infrastructure investment made possible by the rate adjustments approved by City Council in 2012, at the present rate of investment, the City's replacement rate has been reduced to 280 years for its water system, and 410 years for its wastewater system.

The storm drainage fund has not had a rate increase since 1996, which has resulted in two serious consequences:

1. The cost of operation and maintenance of the system now equals the rate revenue and will surpass it in the coming years.
2. Capital investment in the storm drainage infrastructure for the past several years has been minimal. At current rates of infrastructure investment, the City will replace its entire storm drainage system approximately every 2,800 years.

As a result, the fund balance has decreased and, if the current trend continues, it will be depleted by 2021.

The proposed water, wastewater, and storm drainage capital investment program includes the following:

- A 30-year Water, Wastewater and Storm Drainage Infrastructure Investment Program based on industry best practices for system replacement
- A 4-year Capital Improvement Program for FY2016/17 through FY2019/20 for water and wastewater and FY2017/18 through FY2020/21 for storm drainage
- Compliance with new regulatory requirements
- Continuity of existing production, maintenance, and regulatory activities

As the next step towards implementing the Department of Utilities long-term financial plan, DOU is proposing a water, wastewater, and storm drainage program and rate proposals to implement the program. Final rate proposals will be brought to City Council for approval in early 2016 following review of the proposal and recommendation by the Utilities Rate Advisory Commission (URAC), consistent with the Proposition 218 notice and public hearing process. In addition to the notice and hearing process, Proposition 218 requires voter approval for adjustments to storm drainage rates. To evaluate whether the current drainage rate is equitable to all customers and represents industry best practices, DOU worked with a consultant and community stakeholders to conduct a storm drainage rate study and make recommendations for a future storm drain rate design and structure.

The tables below describe the proposed rate adjustments for water, wastewater and drainage.

WATER				
Fiscal Year	2017	2018	2019	2020
Percent Increase	10	10	10	10
Monthly Dollar Increase	4.57	5.03	5.53	6.09

WASTEWATER				
Fiscal Year	2017	2018	2019	2020
Percent Increase	9	9	9	9
Monthly Dollar Increase	2.02	2.20	2.40	2.61

STORM DRAINAGE				
Fiscal Year	2017	2018	2019	2020
Percent Increase	16	16	16	16
Monthly Dollar Increase	.058*	1.90	2.21	2.56

*Note: In addition to the proposed storm drainage rate adjustments, a rate structure change is also being proposed that results in minor decreases for residential customers and increases for non-residential customers.

As explained in the Financial Section below, the proposed storm drainage rate adjustment, if approved by the voters, would become effective in the fiscal year following the vote. It is currently anticipated that this vote would take place following council approval in early 2016 and the rate adjustments would be effective in 2017. If circumstances warrant however, the vote could take place in early 2017, in which case the rate adjustments would be effective in FY2018.

Another component of DOU's financial plan addresses development impact fees and the ability of the City to fund improvements necessary to support new growth. In order to meet this need, impact fees must reflect the current cost of constructing facilities needed to serve new development. DOU's proposed impact fees will be presented to City Council as part of the citywide Financial Plan at a future date. The proposed impact fees will reflect current development costs and better position the City for growth.

Policy Considerations: DOU's long-term financial plan incorporates the following community priorities and financial guiding principles:

- Continued high-level customer service
- Environmental stewardship
- Regulatory compliance
- Investment in infrastructure
- Cost efficiencies
- Plan for competitive credit rating/borrowing costs
- Competitive user rates, at-cost customer charges
- Maintenance of a minimum of 120 days fund reserve
- Compliance with debt service coverage requirements

The water, wastewater, and storm drainage program invests in infrastructure, meets existing and addresses new regulatory requirements, minimizes operating and maintenance cost increases, and proactively establishes a phase-in schedule to achieve a 100-year best-practices replacement cycle. The Water, Wastewater and Storm Drainage Infrastructure Investment Program and 4-year Capital Improvement Program can be found in the background section of this report.

The proposed rate adjustments to fund the program will provide the revenue necessary to do the following:

- Improve the City's competitiveness as a place of interest
- Invest in and responsibly manage the City's existing water and wastewater utility infrastructure at sustainable levels and improve it to meet future needs
- Continue to meet ever-increasing regulatory requirements and plan for future regulatory mandates in order to protect and enhance the environment
- Focus on infrastructure investment and sustainability
- Enhance legislative advocacy, regional participation, and community outreach efforts
- Provide the levels of service DOU customers want and have come to expect
- Provide predictable rates and financial stability for the water and wastewater funds

The City Council, through its policy decisions and rate setting authority, ultimately determines the levels of utility services to be provided. In 2008, the City Council formed a Utilities Rate Advisory Commission (Commission) to review and comment on utility rate proposals and to provide recommendations to the Mayor and City Council on the City's utility rates. DOU staff will assist the Commission in its development of rate recommendations for City Council. Charging rates that generate revenue sufficient to invest in utility infrastructure and regulatory compliance at sustainable levels and deliver core services helps achieve the City's goals of improving and expanding public safety, achieving sustainability and livability, and supporting economic development throughout the City.

Economic Impacts: Investing in basic infrastructure will make Sacramento more attractive to potential investors in housing and job-producing enterprises. Construction activity resulting from these rate adjustments will have a significant positive economic impact on the City.

Environmental Considerations: The establishment and modification of utility service rates is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code § 21080(b)(8)).

Sustainability: The proposed Water and Wastewater Program is consistent with the City's sustainability targets to:

- Protect the ecological integrity of the City's primary drinking water sources
- Implement the Statewide Urban Water Conservation Council's water conservation best management practices
- Reduce sanitary sewer overflows

Commission/Committee Action: The Utilities Rate Advisory Commission is charged with holding public hearings required by Proposition 218 when the City proposes to impose or increase utility rates. DOU will bring the rate proposal to the City Council for its consideration after the Commission holds the public hearing and adopts its recommendation.

Rationale for Recommendation: As has been mentioned, the City Council made a commitment in 2012 to invest in infrastructure projects to ensure system reliability and sustainability as well as moving the City toward meeting industry best practices for infrastructure replacement and maintenance. The investment also allowed the City to invest in capital improvements and operational and maintenance practices necessary to maintain compliance with federal, state, and local regulatory mandates. To ensure system reliability and sustainability as well as meet industry best practices, the City needs to continue to invest in its utility infrastructure. In addition to capital investments, the City must also continue to invest in operational and maintenance practices necessary to maintain compliance with federal, state, and local regulatory mandates.

The Department's water, wastewater, and storm drainage program moves the City toward achieving system reliability and sustainability and meeting best practices. DOU will use community meetings, websites, and social networking to educate the community about the City's capital and regulatory challenges. DOU will continue to meet with the community, share information about the program and funding plan, and seek input throughout the rate-setting process.

The benefits of investing in the City's water, wastewater, and storm drainage infrastructure systems at sustainable levels and the potential consequences of failing to make the necessary investments are outlined in the following table:

Benefits	Consequences
Preservation of property	Public health and safety threats
Continuity of high quality and reliable services	Service interruption and delays in repairs
Continued regulatory compliance	Regulatory non-compliance including fines, moratoriums and/or consent decrees
Maintain local control of utility systems	Federal/State enforcement of regulatory compliance and loss of local control
Environmental stewardship	Threats to public health and safety and natural environment
Supports economic development and job creation	Investments are made elsewhere
Financial stability	Lawsuits, risk claims, dependence on General Fund
System sustainability	Increased potential of system failure and increased maintenance costs

Financial Considerations: The financial plan and rate proposal complies with the Proposition 218 mandate which only allows utilities to charge rates sufficient to recover the cost of providing utility services. The Proposition 218 notification of rate increases for water and wastewater will be sent out in mid-November or early December, with the goal of bringing the rate proposals to the City Council for consideration and approval in early 2016, after the Utilities Rate Advisory Commission holds the public hearing and provides its rate recommendation. Water and wastewater rate adjustments are proposed to be effective July 1, 2016. Storm drainage rate adjustments, under Proposition 218, require voter approval and, should the voters approve the adjustments, will be effective shortly after the conclusion of the ballot process in either FY17 or FY18 depending on the date of the vote.

Four year annual rate adjustments of 10%, 9% and 16% are being proposed for water, wastewater and storm drainage respectively. These adjustments will fund the proposed $367 million critical CIP program. This program will cover FY17-20 for water, wastewater and storm drainage.

The water, wastewater, and storm drainage program and funding plan framework are built on the following guiding principles that were developed in collaboration with the community as part of the outreach efforts undertaken in 2012:

- Continued high-level customer service
- Environmental stewardship
- Regulatory compliance

- Investment in infrastructure
- Cost efficiencies
- Plan for competitive credit rating/borrowing costs
- Competitive user rates, at-cost customer charges

As the infrastructure needs are significant and immediate, funding the water and wastewater program on a cash basis would cause dramatic rate spikes. Therefore, consistent with the above guiding principles, the proposed funding plan proposes a mix of debt and cash financing that will allow the City to invest in its water and wastewater infrastructure and meet regulatory requirements while smoothing rate increases and avoiding rate spikes for utility customers. While issuing bonds and receiving loans will increase the long-term cost of financing the City's capital and regulatory programs, issuing bonds and receiving loans in the near term will reduce increases in water and wastewater rates and more equitably spread the benefits and costs of the infrastructure and regulatory investment to utility customers over a longer term. Any such bond issuances or loan agreements are subject to approval by City Council. The storm drainage portion of the program is proposed to be cash financed. The long-term financing plan for all funds gradually builds up the cash funding portion and the debt component of the water and wastewater portion decreases to ultimately achieve a sustainable "pay-go" program.

Local Business Enterprise (LBE): Not Applicable

Background

The Department of Utilities (DOU) manages the City's municipal water, wastewater, and storm drainage systems.

DOU has developed a comprehensive financial plan that proposes a proactive approach for the City to invest in its utility infrastructure systems and address ever-increasing regulatory requirements while keeping operational costs as low as possible. The water, wastewater, and storm drainage programs include a 30-year Infrastructure Investment Program (Program), with a specific four-year Capital Improvement Program (CIP).

The specific mandated programs that require significant capital investment and/or operational activities include: a waste discharge requirements permit issued by the State Water Resources Control Board (SWRCB), which mandates capital investment and operational activities to eliminate sanitary sewer overflows (SSOs) in the separated wastewater system; a National Pollution Discharge Elimination System (NPDES) combined system permit issued under the authority of the Federal Clean Water Act and administered by the California Regional Water Quality Control Board, Central Valley Region, that mandates significant improvements in the combined wastewater system; an NPDES storm water permit that requires the minimization of pollutants discharged into waters of the US; and AB 2572, which requires the installation of water meters for all water services by the year 2025.

The proposed 30-year Water, Wastewater and Storm Drainage Infrastructure Investment Program phases in infrastructure investment to achieve sustainable "Best Practice" levels over a period of 12-16 years. To meet the immediate needs of the City's water, wastewater and storm drainage infrastructure and as part of the proposed 30-year Program, a specific 4-year Capital Investment Program for water, wastewater, and storm drainage is proposed.

The 4-year water CIP includes funding for the mandated water meter retrofit program, Information Technology system (IT) upgrades, and pipe replacement in the distribution and transmission main systems, in an effort to phase in water infrastructure investment to achieve sustainable (best practices) levels. The 4-year wastewater program includes funding for projects in both the separated and combined systems to comply with regulatory mandates, IT upgrades, and a phasing-in of a sustainable "best practices" pipeline replacement program. The 4-year storm drainage CIP includes improvements to the system to meet council approved levels of service, IT upgrades, regulatory compliance projects, and pipe and pump station rehabilitation.

In addition to capital investment, the Program includes continuity of existing production, maintenance and regulatory activities, as well as addressing new regulatory

requirements that are performed as part of the Department's production and maintenance activities.

Along with costs for new regulatory requirements, DOU incurs other types of expense to continue providing the existing production, maintenance, and regulatory activities. Costs for items such as electricity and chemicals continue to rise. In addition, there are mandated nondiscretionary transfers and fixed costs such as the utility users tax, cost plan, and debt service.

Moreover, DOU will continue to implement audit recommendations, identify additional process improvements, and implement efficiencies to help offset increasing costs that DOU cannot control. DOU will continue to assess the condition of infrastructure to ensure maximizing the life of the system. Lastly, DOU is actively seeking grants to help fund infrastructure and regulatory programs.

In 2008, the City Council formed a Utilities Rate Advisory Commission (Commission) to review and comment on utility rate proposals and to provide recommendations to the Mayor and City Council on the City's utility rates. DOU staff will work closely with the Commission throughout this rate adjustment process.

Charging rates that generate revenue sufficient to invest in utility infrastructure and regulatory compliance at sustainable levels and deliver core services helps achieve the City's goals of improving and expanding public safety, achieving sustainability and livability, and supporting economic development throughout the City.

In March of 2012 City Council approved a Utility Rate Assistance Program in conjunction with the approved rate adjustments in water and wastewater. This program is funded by a portion of the General Fund Tax paid by DOU to the City General Fund. Current details of the program are:

a. 1,527 customers are participating in the program for water and wastewater services
b. Since inception of the program, $330,000 has been expended on rate assistance for water and wastewater

DOU proposes that this program continue and that it be expanded to storm drainage.

DOU proposes the following timeline for the water, wastewater and storm drainage rate adjustment process:

- Community Engagement Activities – Ongoing (Rate workshops, presentations, video/website)
- URAC Workshop (Financing) – October 28, 2015

- Proposition 218 Notification Mailed –November/December 2015
- URAC Public Rate Hearing – January 2016
- Presentation of Utility Rate Recommendation to City Council – February/March 2016
- Storm Drainage Rate Recommendation Ballot - TBD
- New Water and Wastewater Rates Effective – July 1, 2016
- New Storm Drainage Rates Effective – At Conclusion of Balloting Process

Attachment 1

Department of Utilities Community Engagement Program
(*Your Utilities. Your Community.*) Summary

The City of Sacramento Department of Utilities is engaging the community and seeking insights into the department's water, wastewater and storm drainage utilities to help prepare a finance plan and eventually a potential rate adjustment to address its biggest challenges: aging infrastructure and increasing regulations and mandates. This effort is being called *Your Utilities. Your Community.*

The Department has identified two goals as outcomes of the effort:

- Community engagement, understanding and feedback regarding the Department's aging infrastructure, increasing regulations and mandates and the need for rate adjustments
- City Council support for a finance plan and rate adjustment proposal, including authorization for a voter ballot for a storm drainage rate adjustment

The community engagement program will focus on fairness, financial stability, reliability and safety. The *Your Utilities. Your Community.* outreach process has five main components:

1. Educate customers and stakeholders about the state of the utilities systems and the need for water, wastewater and storm drainage system improvements to ensure safety, fairness and reliability as well as the importance of 1:100-year replacement cycles to meet industry best practices.

2. Demonstrate accountability and transparency by showing how past water and wastewater rate adjustments have been used and how future rate adjustments will be used.

3. Involve City Council in the rate outreach process and provide opportunities for communication and involvement with their constituents.

4. Engage the community and stakeholders in the rate outreach process by providing opportunities via a website and community meetings for two-way dialog for stakeholders and the community to ask questions and provide feedback and suggestions.

5. Provide factual, transparent information to the media on the need for continued investment in Sacramento's water, wastewater and storm drainage utilities for safe, reliable and financially stable utilities systems.

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City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Meeting Date: **10/27/2015**

Report Type: Staff/Discussion

Report ID: 2015-00897

Title: 2015 Task Force on Income Inequality Final Recommendations and Implementing Ordinance (Passed for Publication 10/13/2015; Published 10/16/2015)

Location: Citywide

Recommendation: Pass an Ordinance implementing the 2015 Task Force on Income Inequality's final recommendations on increasing the minimum wage in the City of Sacramento.

Contact: Joseph Devlin, Chief of Staff, (916) 808-7005, Office Councilmember Jay Schenirer, District 5

Presenter: Councilmember Jay Schenirer, (916) 808-7005, District 5, and Chair of 2015 Task Force on Income Inequality

Department: Mayor/Council

Division: Council District 5

Dept ID: 01001151

Attachments:

1-Description/Analysis

2-Background

3-Unemployment Rates Chart

4-Median Annual Earnings Chart

5-Proposed Ordinance

6-Links to Papers

City Attorney Review

Approved as to Form
Steve Itagaki
10/15/2015 2:30:41 PM

Description/Analysis

Issue Detail: The growing divide of income inequality continues to be an issue in the State of California, our region and our City. Increasing the minimum wage is one approach to closing that gap. The Task Force on Income Inequality recommends incrementally raising the minimum wage in Sacramento to $12.50 by the year 2020 with certain exemptions.

On July 28, 2015 Mayor Johnson announced the formation of the Task Force on Income Inequality. Specifically, Mayor Johnson asked the Task Force to develop a proposal for raising the minimum wage in Sacramento. The fifteen member Task Force was comprised of various stakeholders, including organized labor, business groups, nonprofits, and community groups. The Task Force met over a six week period, holding six meetings including four public meetings.

The current minimum wage in California is $9.00 per hour and will increase to $10.00 per hour on January 1, 2016. The Task Force recommends that City Council adopt an Ordinance increasing the minimum wage in the City of Sacramento to $10.50 in 2017, $11.00 in 2018, $11.75 in the year 2019 and $12.50 in the year 2020 with subsequent years adjusted for inflation according to the Consumer Price Index (CPI).

The Task Force also recommends four exemptions to reduce potential negative impacts to the Sacramento economy, encourage the hiring of young workers, and not disrupt important job training programs.

The Task Force took testimony from professors of economics, representatives from business and labor groups and heard over six hours of public testimony and made public their recommendation on September 2, 2015.

At its first meeting the Task Force adopted the following set of principles to guide their discussions:

1. Don’t sacrifice one for the other; employers for workers or workers for employers.
2. Don’t let rhetoric drive the recommendation.
3. No sticker shock to businesses.
4. Approach exemptions as incentives.
5. Cultivate a thriving economy that fosters entrepreneurship.
6. Benefit the welfare of the whole city.
7. Do no harm to the City, individuals, families, business, economy, etc.
8. Consider unintended consequences.
9. Current minimum wage cannot sustain a household.
    - Meet basic needs of wage earners and families.
    - Support working families in Sacramento to improve quality of life.
    - Two adults working full time should live over the poverty level.

10. Consider both the real costs for families and the real incomes of workers.
11. Stay regionally competitive.
12. Have Sacramento lead and not limit ourselves to other cities' approaches.
13. Promote racial equity.

Details of the Task Force Final Recommendation

On September 2, 2015, the Task Force released its recommendation for raising the minimum wage in Sacramento to $12.50 by the year 2020 with certain exemptions. The recommendation of the Task Force has five components.

1. Wage and Schedule
2. Exemptions
3. Enforcement
4. Annual Review
5. Ongoing Work

1. Wage and Schedule:

Increase the minimum wage to 12.50 by the year 2020 with the following schedule.

- 2017: $10.50
- 2018: $11.00
- 2019: $11.75
- 2020: $12.50
- 2021: CPI

2. Exemptions

- Youth under the age of 18 Years of age. It is generally accepted that increases to the minimum wage have negative effects on youth employment, especially those new to the job market. This exemption will create an incentive for employers to continue to hire those new to the job market.

- Certain Workers with Developmental Disabilities. Certain exemptions exist within State law for individuals with disabilities. The intent of the Task Force and the exemption is to not preempt those existing State exemptions.

- Create a Credit for Healthcare. Quality healthcare is important to working families and their dependents. In order to encourage employers to provide high quality healthcare while maximizing the benefit to employees, the task force recommends establishing the following credit for healthcare provided to employees:

- Healthcare Credit: If the Employer pays at least $2.00 per hour per Employee towards the premium cost of an Employee and/or dependents medical benefits plan (health, dental, vision), the Employer shall pay Employees the Minimum Wage as defined in this section, less $1.50. Credit is applied per the following schedule: 37 cents in 2017, 75 cents in 2018, $1.12 in 2019, and $1.50 in 2020. In 2021 on, the credit would index with the wage increase.

- Total Compensation: Establish a "Total Compensation" option for employers, whereby employers would be exempt from paying the increased Sacramento minimum wage if they can verifiably prove that employees have a taxable gross income greater than $15.00 per hour.

- Training Programs: Exempt job training program participants up to 25 years of age or part of re-entry or release job training programs operated by Nonprofit Corporations or governmental agencies. These employers provide minimum-wage jobs designed to prepare these transitional workers for the workplace.

- Small Business Delay: Businesses with fewer than 40 employees shall have a delay in implementation of six months. Small business, claiming this exemption, would be required to follow the following minimum wage increase schedule and fully catch up to the full minimum wage plus CPI in July of 2021.

  - July 1, 2017: $10.50
  - July 1, 2018 $11.00
  - July 1, 2019: $11.75
  - July 1, 2020 $12.50
  - July 1, 2021 $12.50+CPI

3. **Enforcement.** The Task Force recommends that the City Manager develop recommendations for Council consideration and action to ensure legal implementation of the changes in the minimum wage.

4. **Annual Review:** The Task Force recommends the City Council evaluate annually the impacts and benefits the increased minimum wage is having on the Sacramento economy. Specifically the Task Force recommends the City task the City Auditor and/or the Independent Budget Analyst with performing ongoing analysis of any impacts the change in the minimum wage has had on the local economy and report back annually to the Council at a public meeting. The City should also analyze data from other local jurisdictions. Additionally the Task Force recommends the City Council hold an annual meeting to discuss potential changes in the minimum wage and the timing of implementation in the context of the overall health of the economy

and the impacts resulting from the changes to date. The City will have the ability to adjust subsequent increases to reflect current local market conditions during this time.

5. **Ongoing Work.** As part of its discussions and deliberation the Task Force recognized that an increase in the minimum wage is only a part of addressing the issues and challenges associated with income inequality. To that end, the Task Force also asks the City Council to prioritize other critical issues that impact the lives of Sacramentans including;

- Housing
- Job Training
- Early Childhood Education Programs
- Small Business/Economic Development

Lastly, the Task Force would like to reconvene throughout the year to continue their work addressing the issues and challenges facing todays working families in Sacramento.

Policy Considerations: Should the City Council adopt the Task Force on Income Inequality's recommendation to raise the minimum wage in Sacramento to $12.50 per hour by the year 2020?

Economic Impacts: The current minimum wage amount in the City of Sacramento is $9.00 per hour which is the same level for the State of California. The minimum wage for both the city and state will increase to $10.00 per hour beginning January 1, 2016. Per the Task Force's final recommendations, minimum wage amounts in Sacramento would then rise annually, settling at $12.50 per hour in 2020. Besides wage increases to those individuals making $12.50 or less, it can be expected that there would be wage increases for city employees who at present earn more than the recommended $12.50 minimum wage to avoid salary compaction. Based on initial estimates for both minimum wage increases and compaction compared to current base salary, it could cost the city $5 million to $6 million to comply with the minimum wage change recommended for 2020 with approximately 540 full-time equivalents being affected. Of the total cost to comply, it is expected that approximately 24% would be provided by the General Fund. Additionally, for city libraries, the impact to the City of Sacramento once the minimum wage is $12.50 is expected to be approximately $245,000 should the decision be made to maintain the current level of service. This increased cost would cover the incremental difference for on-call staff and re-stocking positions. The estimated cost range is inclusive of the city library impact.

While the overall effect of a minimum wage and compaction increase to the city's current total budget represents less than a 1-percent change, there is concern of the impact to specific city programs that are staffed primarily with individuals earning less than $12.50.

Both the Students Today Achieving Results for Tomorrow (START) Program, an after-school activities program, and the 4th "R", year-round childcare, rely heavily on classifications that are under the $12.50 threshold. Additionally, both programs would experience high levels of compaction due to positions within certain classification series as successive positions must reflect negotiated wage differentials. As such, special consideration will be needed for these programs in order to continue providing the current level of service.

After researching other cities that have adopted minimum wage increases, it is expected there will be an expense to enforce the new minimum standards as the City of Sacramento does not currently have the staff resources to enforce a city minimum wage. Typical duties of an enforcement office include community outreach, compliance review, and managing a complaint process. While the size and cost of the office are not known at this time, should penalties be adopted for non-compliance, the funding could be used to offset the cost of enforcement.

Under this proposal, a City of Sacramento resident earning minimum wage could expect their annual earnings to increase from $18,720 currently to about $26,000 in 2020. The increased earnings could help stabilize purchasing power and lift some residents out of poverty.

Additionally, based off data collected by the American Community Survey and the Employment Development Department, the City of Sacramento could experience an economic stimulus of $84.4 million generated over the five year period of wage increases.

Environmental Considerations: This action is not a project subject to CEQA because it involves only general policy and procedure making and does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines, §§ 15002(d), 15378, 15061(b)(3).

Sustainability: Not applicable.

Commission/Committee Action: On October 13, 2015, City Council passed Motion No. 2015-0252 authorizing the ordinance relating to the 2015 Task Force on Income Inequality's final recommendations to bypass the Law and Legislation Committee.

Rationale for Recommendation: The recommendations of the Task Force on Income Inequality represent a balanced approach toward creating greater income equality in the City of Sacramento while not unduly burdening local business.

Financial Considerations: Staff has reviewed the potential impact of a Minimum Wage Ordinance to the city's budget. Per the Task Force's final recommendations, minimum wage amounts in Sacramento would then rise annually, settling at $12.50 per hour in 2020. The implementation of the proposed minimum wage increase will directly affect the cost of programming in several City departments. Specifically, the Department of Parks and Recreation, (park maintenance, recreation programs, 4th R, and START), Public Works, Convention and Culture Services, and the City libraries will each be affected. Additionally, the increase will necessitate changes to the City's salary structure to allow for the transition to the new minimum wage. It is estimated that the direct cost and those associated with wage compaction will cost the City of Sacramento $1 million in 2017 and increase to $1.9 million by the year 2020 ($5.77 million annual cost by 2020). Finally, enforcement of a new minimum wage ordinance will require 3 additional FTE, at a cost of approximately $450,000.

Local Business Enterprise (LBE): Not applicable

Background

President Obama signed an Executive Order in February 2014 increasing the minimum wage for all Federal Contractors to $10.10 an hour. Currently, there is proposed legislation, Fair Minimum Wage Act of 2013 (Harkin/Miller), before Congress. The Harkin/Miller bill would increase the Federal minimum wage to $10.10 an hour and be indexed Consumer Price Index for inflation in all subsequent years. The current Federal Minimum wage is $7.25 per hour. Including California, there are 20 states with a minimum wage higher than the Federal government's mandated wage.

There is a current proposal SB3, 2015 (Leno) that would raise the State's minimum wage to $13.00 per hour by the year 2019. That bill was held in the Assembly Appropriations Committee and was subsequently turned into a two-year bill. Further action on that bill may happen in January of 2016.

Despite recent increases in the minimum wage in California, real incomes continue to decline. According to a recent study conducted by the Institute for Research and Labor Employment at the University of California Berkeley, annual earnings in Sacramento from 2007-2013 have fallen by 7.4% when adjusted for inflation.

According to a recent report by the United Way of California, one in three Californians struggle to meet their basic needs. In 2015 the United Way released a report detailing the "Real Cost Measure" to more accurately describe the cost of living in the State of California. After factoring in the cost of housing, transportation, childcare and other expenses not included in the calculation of the Federal Poverty Level, the United Way report concluded that a family of four with two adults, one infant and one school age child need $50,595 in Sacramento County to meet their basic needs. The United Way estimates that 29% of all households in Sacramento earn less than the Real Cost Measure. (31% statewide)

The current minimum wage in Sacramento and the State of California is $9.00 per hour. This amount is set to increase to $10.00 per hour on January 1st, 2016. Two fulltime workers earning the current state minimum wage earn $37,440 before taxes. Under the Task Force's proposal, those same two workers would earn $52,000 annually when the increase is fully realized.

Analysis done by California State University using American Community Survey Data (2013), 19.2% of all working people in Sacramento County earn less than $10 per hour. Of those earning less than $10 per hour, 47.4% are men and 54.6% are women. 32.6% are between 18-24 years of age, 26.3% are between 25-35 years, 37.6% are between 36 - 45 years, 12.8% are between 46-55 years and 11.7% are over 56 years of age.

TASK FORCE MEMBERS:
Jay Schenirer, Task Force Co-Chair, Sacramento City Council Member
Elizabeth Landsberg, Task Force Co-Chair, Western Center on Law and Poverty
Jeff Harris, Sacramento City Council Member
Yvonne Walker, President SEIU Local 1000
Stephen Webb, President, Sacramento NAACP
Fabrizio Sasso, Executive Director, Central Labor Council
Rachel Rios, Executive Director, La Familia Counseling Center
Stephanie Nguyen, Executive Director, Asian Resources Inc.
Jot Condie, President, California Restaurant Association
Joshua Wood, Executive Director, Region Builders
Bill Dombrowski, President, California Retailers Association
Peter Tateishi, Executive Director, Sacramento Chamber of Commerce
Kevin Ferreira, Executive Director, Sacramento-Sierra Building Trades
Marcus Gomez, Board President, Sacramento Hispanic Chamber of Commerce
Ashlin Malouf Spinden, Executive Director, Sacramento Area Congregations Together

Task Force Public Meeting Dates:

1. July 29, 2015, 4 PM – 6 PM. Presentations by United Way of California and California State University. 30 plus speakers during public comment.

2. August 5, 2015, 4 PM – 6 PM. Presentations by UC Berkeley Institute for Research on Labor and Employment. 30 Plus speakers during public comment

3. August 12, 2015, 4 PM – 6:30 PM. Presentation by Beacon Economics, California State University Sacramento, California Association of Non-Profits and City of Sacramento Independent Budget Analyst John Silva. 30 plus speakers during public comment.

4. September 2, 2015, 5:30 PM – 7:30 PM. Task Force Recommendation Presented. 30 plus speakers during public comment.

Other Task Force Meeting Dates:

1. July 29, 2015, 3:30 PM - 4 PM

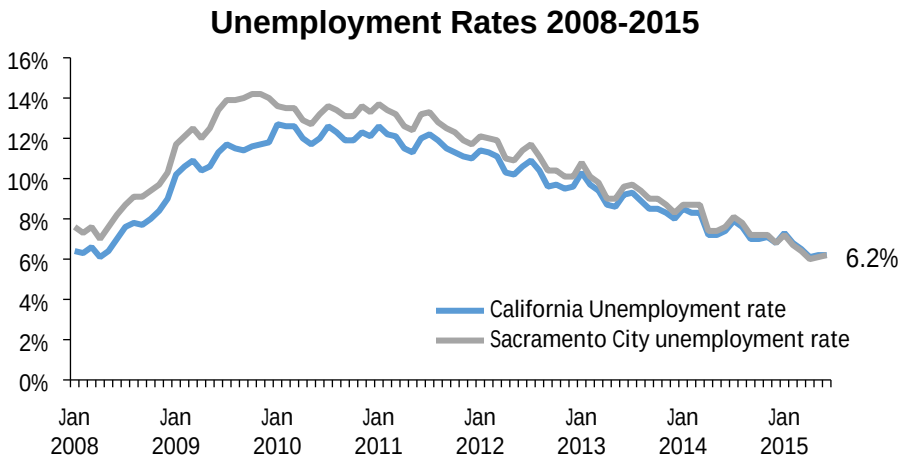
2. August 5, 2015, 3:30 PM - 4 PM

3. August 19, 2015, 3:30 – 5:30 PM

4. September 2, 2015, 3:30 PM – 5:30 PM.

Unemployment Rates 2008-2015

Currently unemployment in Sacramento County is 6% and falling at a faster rate than the State as a whole.

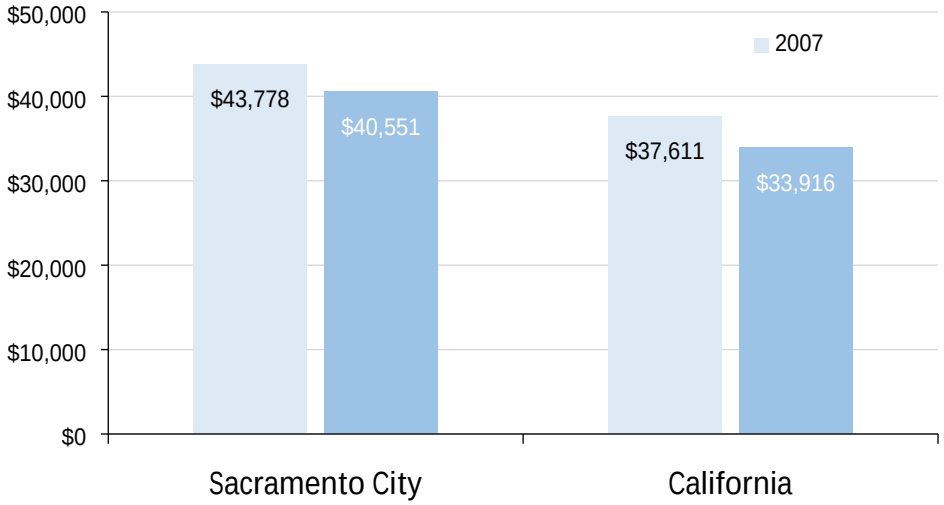


*Source: California Employment Development Department, Labor Market Information. Data are not seasonally adjusted.

Median Annual Earnings

While unemployment rates have fallen, so has median annual income. According to a recent study conducted by the Institute for Research and Labor Employment at the University of California Berkeley, annual earnings in Sacramento have fallen by 7.4% when adjusted for inflation.

Median Annual Earnings by Place of Work 2007-2013 (2013 dollars)



Source: 2015 IRLE-Berkeley Study

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE ADDING CHAPTER 5.158 TO THE SACRAMENTO CITY CODE RELATING TO THE CITY MINIMUM WAGE

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

Chapter 5.158 is added to the Sacramento City Code to read as follows:

Chapter 5.158 CITY MINIMUM WAGE

5.158.010 Definitions.

When used in this chapter, the following words and phrases have the following meanings:

"Employee" means a person who, in a particular week, performs at least two hours of work within the geographic boundaries of the city for an employer.

"Employer" means any person who directly or indirectly (including through the services of a temporary services agency, staffing agency, or similar entity) employs or exercises control over the wages or hours of any employee.

"Nonprofit corporation" means an entity that is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and, if a foreign corporation, in good standing under the laws of the State of California; and is exempt from taxation pursuant to section 501(c)(3) of the United States Internal Revenue Code.

"Total compensation" means all monetary amounts received by an employee for their performance of work for their employer, including wages (whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation), bonuses, and gratuities.

"Total compensation rate" means the quotient resulting from the division of the employee's total compensation by the number of hours worked.

5.158.020 City minimum wage required.

No employer shall pay their employee less than the city minimum wage for each hour worked within the geographic boundaries of the city. The city minimum wage shall be determined in accordance with the provisions of this chapter.

5.158.030 City minimum wage

A. If an employer has 40 or more employees, the city minimum wage is as follows:

1. Beginning on January 1, 2017, the city minimum wage is $10.50 per hour.

2. Beginning on January 1, 2018, the city minimum wage is $11.00 per hour.

3. Beginning on January 1, 2019, the city minimum wage is $11.75 per hour.

4. Beginning on January 1, 2020, the city minimum wage is $12.50 per hour.

B. If an employer has fewer than 40 employees, the city minimum wage is as follows:

1. Beginning on July 1, 2017, the city minimum wage is $10.50 per hour.

2. Beginning on July 1, 2018, the city minimum wage is $11.00 per hour.

3. Beginning on July 1, 2019, the city minimum wage is $11.75 per hour.

4. Beginning on July 1, 2020, the city minimum wage is $12.50 per hour.

C. Beginning on January 1, 2021, and annually thereafter, the city minimum wage shall be determined by the City Manager by adjusting the latest city minimum wage rate in direct proportion to the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in the San Francisco-Oakland-San Jose, California area for all items (base period: 1982-84=100) (as published by the United States Bureau of Labor Statistics), between the annual values of the latest two years for which the statistics are available. The City Manager shall determine the city minimum wage based on the statistics available on October 1st of the preceding year.

D. For purposes of this section, the number of employees of an employer shall be determined by the average number of people employed each pay period of the previous calendar year. If an employer did not employ anyone during the previous calendar year, the city minimum wage set forth in subdivision B of this section applies.

5.158.040 Total compensation employers.

A. Notwithstanding section 5.158.020, an employer that is registered with the city as a total compensation employer is not required to pay the city minimum wage to any

DRAFT

employee whose total compensation rate for the previous pay period exceeds $15.00 per hour. A total compensation employer shall pay all other employees at least the city minimum wage for each hour worked within the geographic boundaries of the city.

B. At the conclusion of each pay period, the total compensation employer shall determine the total compensation rate of each employee and determine whether the employee must be paid the city minimum wage for the next pay period. The employer shall notify each employee of that determination in writing.

C. Nothing in this chapter entitles the employer to withhold gratuities from the employee to whom it was given, regardless of whether the employee is entitled to the city minimum wage.

D. An employer is registered with the city as a total compensation employer when the following is submitted to the city:

1. A registration form approved by the city manager that is completed by the employer, with the following information:

a. Name and address of the employer;

b. Description of the type of business;

c. Estimated number of employees;

d. Name and contact information for representative of employer; and

e. Any other information or documentation consistent with the provisions of this code.

2. An annual total compensation employer registration fee, established by resolution of the city council, for the administration, implementation, and enforcement of this section.

E. No person shall knowingly make a false statement of fact or knowingly omit any information that is required to register as a total compensation employer pursuant to this section.

F. Registration as a total compensation employer is valid for one year.

5.158.050 Notice and posting.

By December 1st of each year, the city shall publish and make available to employers a notice announcing the minimum wage rates for the upcoming year. Employers shall

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post the notice in a conspicuous place in each workplace that is visible to all of their employees.

5.158.060 Exemption for employees not entitled to state minimum wage.

Notwithstanding section 5.158.020, an employer is not required to pay the city minimum wage to an employee who is not entitled to payment of the minimum wage from their employer under California law, as provided under California Labor Code section 1197 and wage orders published by the California Industrial Welfare Commission.

5.158.070 Exemption for youth.

Notwithstanding section 5.158.020, an employer is not required to pay the city minimum wage to any employee under the age of 18 years.

15.158.080 Exemption for job training program participants.

Notwithstanding section 5.158.020, an employer is not required to pay the city minimum wage to an employee who is either:

A. A participant, up to 25 years of age, in a youth job training program operated by a nonprofit corporation or a government agency; or

B. A participant in a re-entry or release job training program operated by a nonprofit corporation or a government agency.

5.158.090 Heathcare credit.

An employer that pays an employee the city minimum wage as determined in this chapter, and pays at least $2.00 per hour per employee towards the premium cost of an employee medical benefits plan (e.g., health, dental, or vision care) that allows the employee or the employee's dependents to receive employer-compensated care from a licensed physician, may apply a healthcare credit to reduce the payment of the city minimum wage in the amounts as follows:

A. When the city minimum wage for that employer is $10.50, the healthcare credit is $0.37 per hour.

B. When the city minimum wage for that employer is $11.00, the healthcare credit is $0.75 per hour.

C. When the city minimum wage for that employer is $11.75, the healthcare credit is $1.12 per hour.

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D. When the city minimum wage for that employer is $12.50, the healthcare credit is $1.50 per hour.

E. On January 1, 2021, and annually thereafter, the healthcare credit shall be determined by the City Manager by adjusting the latest healthcare credit rate in direct proportion to the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in the San Francisco-Oakland-San Jose, California area for all items (base period: 1982-84=100) (as published by the United States Bureau of Labor Statistics), between the annual values of the latest two years for which the statistics are available. The City Manager shall determine the healthcare credit based on the statistics available on October 1st of the preceding year.

5.158.100 Waiver prohibited.

No person shall request an employee to waive his or her rights under this chapter. Any waiver by an individual employee of any provision of this chapter is contrary to public policy and is void and unenforceable.

5.158.110 Payroll records – Inspection.

Employers shall retain payroll records pertaining to all employees for a period of three years from the date of the payments reflected in the record. Upon reasonable notice, the employer shall allow the city access to the records at a mutually agreeable time, to monitor compliance with this chapter.

5.158.120 Reporting violations.

Any person may report to the city a suspected violation of this chapter. The city shall keep confidential the name and other identifying information of any person that reports of violation of this chapter, to the maximum extent permitted by law. The city may disclose the identity of the person reporting the violation as necessary to enforce this chapter.

5.158.130 Investigation.

The city may investigate reports of violations of this chapter. The city has the authority to inspect workplaces, interview persons, and inspect payroll records. If the employer does not maintain or retain records adequate to document wages paid or does not allow the city access to such records, an employee's account of how much he or she was paid shall be presumed to be accurate, absent clear and convincing evidence otherwise.

5.158.140 Retaliation prohibited.

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No employer or other person shall discharge, penalize, take adverse action, or discriminate in any manner against any person in retaliation for reporting a violation of this chapter to the city in good faith, participating in any of its proceedings, or using any civil remedies to enforce or otherwise assert his or her rights under this chapter. Taking adverse action against a person within 90 days of the person's exercise of rights protected under this chapter raises a rebuttable presumption that the action was taken in retaliation for the exercise of such rights.

5.158.150 Violations.

A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to the following:

1. Criminal sanctions. Any person who violates a provision of this chapter is guilty of a misdemeanor.

2. Civil actions.

a. Violations of this chapter are hereby declared to be a public nuisance.

b. Any person aggrieved by a violation of this chapter may bring a private civil action in a court of competent jurisdiction against the employer or other person violating this chapter. The court shall award reasonable attorney's fees, witness fees, and expenses to any plaintiff who prevails in an action to enforce this chapter.

c. The remedies in a civil action for a violation of this chapter include, but are not limited to, the following: injunctive relief; reinstatement in employment; payment of back wages unlawfully withheld; interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of section 3289 of the California Civil Code, which shall accrue from the date the wages were due and payable as provided in Part 1 (commencing with section 200) of Division 2 of the California Labor Code, to the date the wages are paid in full; and civil penalties of not less than $250 or more than $25,000 for each day the violation continues.

3. Administrative penalties, pursuant to chapter 1.28.

B. All remedies prescribed under this chapter shall be cumulative and the election of one or more remedies shall not bar the city from the pursuit of any other remedy for the purpose of enforcing the provisions hereof.

5.158.160 Relationship to other laws.

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This chapter requires the payment of a local minimum wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy, or standard that provides for the payment of a higher or supplemental wage or benefit.

SECTION 2.

If any provision of this Ordinance or its application to any person or circumstance is held invalid or ineffective by any court of competent jurisdiction, or by reason of any preemptive legislation, that invalidity shall not affect the validity of the remaining provisions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, subdivision, sentence, clause, and phrase, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or words be declared invalid.

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Study	*Authors*	*Year*	*Findings*	*Link*
STRUGGLING TO GET BY: The Real Cost Measure in California 2015	United Ways of California	2015	One in three California households (31%) do not have sufficient income to meet their basic costs of living. This is three times the proportion officially considered poor in California, according to the Federal Poverty Level. Households of color are disproportionately likely to have inadequate incomes. 51% of Latino households and 40% of African American	http://www.unitedwaysca.org/images/StrugglingToGetBy/Struggling_to_Get_By.pdf
The Effects of a Minimum-Wage Increase on Employment and Family Income	Congressional Budget Office	2014	With minimum wage increase (either $10.10 option or $9.00 option), most low-wage workers would see increase in income (16.5 million workers for $10.10 option and 7.6 million for $9.00 option) Employment would fall slightly ($10.10 option – 0.3% decline, $9.00 option	https://www.cbo.gov/sites/default/files/44995-MinimumWage.pdf
Local Minimum Wage Laws: Impacts on Workers, Families and Businesses	Michael Reich, Ken Jacobs, Annette Bernhardt	2014	A meta-analysis shows minimum wage laws lead to positive income effects and reduces pay inequality Costs to businesses are absorbed by reduced turnover costs and by small restaurant price increases Price increases outside the restaurant industry are	http://irle.berkeley.edu/workingpapers/104-14.pdf
The Paychex | IHS Small Business Jobs Index	Paychex/HIS	2014	In survey of employment in small businesses, found that the state with the highest percentage of annual job growth was Washington, the state with the highest minimum wage in the nation, $9.32 an hour The metropolitan area with the second highest percentage of annual job	http://www.paychex.com/jobs-index/
Raising the Minimum Wage: Reviewing the Evidence on Why Minimum Wage Increases Boost Incomes Without Reducing Employment	National Employment Law Project (NELP)	2014	Reviews research on the impact of raising the minimum wage, drawing three conclusions: Raising the minimum wage – including at the citywide level – boosts incomes for low-paid workers without reducing overall employment Opponents of raising the minimum wage rely on outdated studies that use imprecise methodologies and fail to take advantage of the most recent	http://www.respectdc.org/wp-content/uploads/NELP-DC-Minimum-Wage-Research-Memo.pdf
When Mandates Work: Raising Labor Standards at the Local Level	Michael Reich	2014	In San Francisco County, median family income increased from $63,545 to $85,778 between 1999 and 2006-2010, during a time when the minimum wage increased During this same time period, household Income in SF relative to the United States increased from 1.31 to 1.37 and relative to California increased from 1.16 to 1.17	Link to download individual chapters: http://muse.jhu.edu/books/9780520957466
Raising The Federal Minimum Wage To $10.10 Would Lift Wages For Millions And Provide A Modest Economic Boost	David Cooper (Economic Policy Institute (EPI))	2013	Key findings include raising the federal minimum wage to $10.10 by 2016 would return the federal minimum wage to roughly the same inflation adjusted value it had in the late 1960s An increase to $10.10 would either directly or indirectly raise the wages of 27.8 million workers, who would receive about $35 billion in additional wages over the phase-in period Across the phase-in period of the increase, GDP would grow by about $22 billion, creating roughly 85,000 net new jobs over that period	http://s1.epi.org/files/2014/EPI-1010-minimum-wage.pdf

Study	*Authors*	*Year*	*Findings*	*Link*
How does a federal minimum wage hike affect aggregate household spending?	Federal Reserve Bank of Chicago	2013	Article finds that a federal minimum wage hike would boost the real income and spending of minimum wage households The impact could be sufficient to offset increasing consumer prices and declining real spending by most non-minimum-wage households and lead to an increase in aggregate household spending	https://www.chicagofed.org/publications/chicago-fed-letter/2013/august-313
Minimum Wage Channels of Adjustment	Barry T. Hirsch, Bruce E. Kaufman, Tetyana Zelenska	2013	Some evidence that minimum wage increases compress wages for higher paid workers Following a federal wage increase, found that nearly half of employers interviewed would limit pay increases or bonuses for more experienced	http://ftp.iza.org/dp6132.pdf
Minimum Wages: Evaluating New Evidence on Employment Effects	Laura Giuliano	2013	Examining large US retail firm's response to 1996 federal minimum wage increase, found increase in average wage had negative (but statistically insignificant) effects on employment (-.01% to -.09%)	http://www.bus.miami.edu/_assets/files/faculty-and-research/academic-departments/eco/eco-working-papers/2011/WP2011-12.pdf
Effects of the Minimum Wage on Employment Dynamics	Jonathan Meer and Jeremy West	2013	Using state panel data, found that minimum wage reduces net job growth by about 0.5 percentage points while employment level remains unchanged	http://economics.cornell.edu/sites/default/files/files/events/Meer_West_Minimum_Wage.pdf
Revisiting the Minimum Wage-Employment Debate: Throwing Out the Baby with the Bathwater?	David Neumark and J.M. Ian Salas	2012	Reviewing recent minimum wage research, concludes research showing positive employment effects flawed Concludes evidence still shows minimum wages pose tradeoff of higher wage for some against job losses for others	http://ftp.iza.org/dp7166.pdf
Using Local Labor Market Data to Re-Examine the Employment Effects of the Minimum Wage	Jeffrey P. Thompson	2009	Using quarterly Census data for 1996-2000 on county level, no evidence of employment effects In counties where minimum wage increase was binding, some evidence for negative impact	http://ilr.sagepub.com/content/62/3/343.full.pdf+html