CITY COUNCIL

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Rick Jennings, II, District 7
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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, November 24, 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, November 24, 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

Special Presentations/General Communications

In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.

A. Recognizing November 2015 as California Sikh American Awareness and Appreciation Month

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. Agreement for Bond-Counsel Services with Orrick, Herrington & Sutcliffe (Refunding of 2002 COPs)

Report # 2015-01053

Location: Citywide

Recommendation: Pass a Motion approving an agreement with Orrick, Herrington & Sutcliffe for bond-counsel services needed in connection with refunding the 2002 Certificates of Participation issued to finance the Wells Fargo Pavilion.

Contact: Joseph Cerullo, Senior Deputy City Attorney (916) 808-5346, Office of the City Attorney

2. Notification of Election Results for Retirement Hearing Commission

Report # 2015-01068

Location: Citywide

Recommendation: Receive and file.

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

3. Confirmation of Board and Commission Appointments
Report # 2015-01070
Location: Citywide
Recommendation: Pass a Motion confirming board/commission appointment(s): 1) Sacramento Youth Commission District 2 – Imanee Ryan (Seat C); 2) Parks and Recreation Commission District 4 – Julie Murphy (Seat D); 3) Sacramento Disabilities Advisory Commission – Debra Finch (Seat E) and Russell Rawlings (Seat H); and 4) Sacramento Metropolitan Arts Commission – Celestine Syphax (Seat F).
Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

4. Sacramento City Employees' Retirement System's Investment Policy
Report # 2015-01016
Location: Citywide
Recommendation: Pass a **Resolution** approving the investment policy governing the investment and management of the Sacramento City Employees' Retirement System's funds.
Contact: Bob Tokunaga, Senior Investment Officer, (916) 808-5340, Office of the City Treasurer

5. Ordinance Relating to State Mandated Water Efficient Landscape Requirements
(Noticed 11/6/2015; Passed for Publication 11/17/2015; Published 11/20/2015)
Report # 2015-01052
Location: Citywide
Recommendation: Pass an **Ordinance** repealing and reenacting Chapter 15.92 of Title 15 of the Sacramento City Code relating to Water Efficient Landscape Requirements.
Contact: Helen Selph, Associate Planner, (916) 808-7852, Community Development Department

6. Agreement: Preferred Audio-Visual Provider for the Sacramento Convention Center
Report # 2015-01041
Location: 1400 J Street, District 4
Recommendation: Pass a Motion: 1) awarding a Professional Services Agreement for preferred audio-visual services at the Sacramento Convention Center to Audio Visual Services Group, Inc., d.b.a. PSAV Presentation Services (hereinafter referred to as “PSAV”) with an initial term from January 1, 2016, to December 31, 2018, with up to two additional one-year extension options; and 2) authorizing the City Manager, or his designee, to execute the Professional Services Agreement with PSAV.
Contact: Steven Sakakihara, Administrative Analyst, (916) 808-7146; Matthew Voreyer, General Manager, (916) 808-5503, Convention & Cultural Services Department

7. Agreement: Exclusive Telecommunications Provider for the Sacramento Convention Center Complex

Report # 2015-01042

Location: 1400 J Street, District 4

Recommendation: Pass a Motion: 1) awarding a Professional Services Agreement for exclusive telecommunication services at the Sacramento Convention Center Complex to Wombo, Inc. with an initial term from January 1, 2016, to December 31, 2018, with up to two additional one-year extension options; and 2) authorizing the City Manager, or his designee, to execute the Professional Services Agreement with Wombo.

Contact: Steven Sakakihara, Administrative Analyst, (916) 808-7146; Matthew Voreyer, General Manager, (916) 808-5503, Convention & Cultural Services Department

8. Contract: Heating, Air Conditioning and Ventilation (HVAC) Filters

Report # 2015-01014

Location: Citywide

Recommendation: Pass a Motion: 1) awarding a contract for HVAC filters for a four-year period to Ryan Herco Solutions for a total amount not-to-exceed $250,000; and 2) authorizing the City Manager or his designee to execute contracts for the not-to-exceed amount specified.

Contact: Marc Robles, Program Analyst, (916) 808-6343; Katherine Robbins, Interim Procurement Manager, (916) 808-1562, Department of Finance

9. First Quarter Financial Report - Fiscal Year 2015/16

Report # 2015-01020

Location: Citywide

Recommendation: Receive and file.

Contact: Dawn Holm, Budget Manager, (916) 808-5574, Department of Finance

10. Contract: J Street to L Street from 16th to 20th Street Streetlight Improvements (T15073203)

Report # 2015-00956

Location: District 4

Recommendation: Pass a **Resolution**: 1) adopt the findings of fact issued by the hearing examiner regarding the bid protest filed by All Phase Excavating and Construction; 2) approving the Plans and Specifications for the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project ; 3) awarding the construction contract to Pacific Excavation Inc. for an amount not to exceed $369,443; 4) transferring funds in the amount of $92,101 (Fund 2232) to the project from the Neighborhood Streetlight Replacement Program (T15103200); and 5) authorizing the City Manager to execute a contract with Pacific Excavation Inc. in an amount not to exceed $369,443 for the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project.

Contact: John Matoba, Project Manager, (916) 808-7891; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

11. Contract Award: H Street Bridge Rehabilitation Project (T15135300)
Report # 2015-00974
Location: Districts 3 and 6
Recommendation: Pass a **Resolution**: 1) approving the Plans and Specifications for the H Street Bridge Rehabilitation Project (T15135300); 2) awarding the construction contract to Pacific Infrastructure for an amount not to exceed $622,410 for the H Street Bridge Rehabilitation Project (T15135300); 3) authorizing the City Manager to execute a contract with Pacific Infrastructure in an amount not to exceed $622,410 for the H Street Bridge Rehabilitation Project (T15135300); 4) approving the transfer of $129,287 (Fund 2002) from the I, J, Jiboom Street Viaducts Maintenance (T15115600) to the H Street Bridge Rehabilitation Project (T15135300); 5) approving the transfer of $247,025 (Fund 2007) from the State and Federal Grant Match Project (T15007200) to the H Street Bridge Rehabilitation Project (T15135300); 6) appropriating $416,975 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300); 7) appropriating an additional $247,025 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300) and transferring $247,025 (Fund 2007) from the H Street Bridge Rehabilitation Project (T15135300) to the State and Federal Grant Match Project (T15007200) when the federal funding approval paperwork is received and 8) canceling the I, J, Jiboom Street Viaducts Maintenance Project (T15115600);
Contact: Josh Werner, Assistant Civil Engineer, (916) 808-8158; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

12. Agreement: Landfill General Engineering Technical Support Services
Report # 2015-01000
Location: Citywide
Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement for engineering technical support services for City landfills with SCS Engineers in an amount not to exceed $579,700 for a three year period provided there is funding available in the approved budget for the applicable fiscal year.
Contact: David Levine, Support Services Manager, (916) 808-7943; Terrance Davis, Integrated Waste General Manager, (916) 808-4949, Department of Public Works

13. Change Order: East Drainage Canal Multi-Use Trail Project (K19006000)
Report # 2015-01003
Location: District 1
Recommendation: Pass a Motion: 1) authorizing the City Manager or his designee to execute Change Order No. 3 to City Agreement No. 2015-1329 with DeWitt Bros & Co. Inc. in an amount not to exceed $6,257 for the East Drainage Canal Multi-Use Trail Project (K19006000) and 2) ratifying Change Orders No. 1 and 2 City Agreement No. 2015-1329; and 3) resetting the City Manager's authority to issue change orders for City Agreement No. 2015-1329.
Contact: Ofelia Avalos, Associate Civil Engineer, (916) 808-5515; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

14. Parking Agreement: Sutter Medical Center
Report # 2015-01019
Location: 20th/21st & W and 21st/22nd & W, Districts 4 and 5
Recommendation: Pass a Motion authorizing the City Manager or his designee to execute a parking agreement with Sutter Medical Center for 500 parking spaces at the 20th/21st & W and 21st/22nd & W surface lots located under the W/X Freeway.
Contact: Matt Winkler, Operations General Supervisor (916) 808-5579; Matt Eierman, Parking Services Manager (916) 808-5849; Department of Public Works

15. Supplemental Agreement: 200-Year Floodplain and Evacuation Mapping
Report # 2015-01007
Location: Districts 1, 2, 3, 6, 7 and 8
Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute a Supplemental Agreement to City Agreement No. 2014-1147 with GEI Consultants to continue mapping efforts relating to evacuation and 200-year floodplain mapping, in an amount not-to-exceed $213,266, bringing the agreement's total not-to-exceed amount to $386,394.
Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Tony Bertrand, Supervising Engineer, (916) 808-1461, Department of Utilities

Public Hearings

Public hearings may be reordered by the Mayor at the discretion of the legislative bodies.

16. Aspen 1-New Brighton Planned Unit Development (Noticed 10/30/2015; Passed for Publication 11/03/2015; Published 11/06/2015) [Continued from 11/10/2015]
Report # 2015-00947 **Estimated Time: 30 minutes**
Location: District 6
Recommendation: Conduct a Public Hearing and upon conclusion pass 1) a **Resolution** certifying the Environmental Impact Report and adopting the Mitigation Monitoring Program; 2) an **Ordinance** approving the Aspen 1 Development Agreement; 3) a **Resolution** initiating the Aspen 1 Annexation; d) a **Resolution** approving the Tax Exchange Agreement for the Aspen 1 Annexation; 4) a **Resolution** approving the Aspen 1 Water Supply Assessment; 5) a **Resolution** amending the General Plan Land Use Map to redesignate approximately 232.3 acres from ±195.3 acres of Traditional Neighborhood Medium Density, ±7.5 acres of Suburban Center, and ±29.5 acres of Special Study Area (to be annexed) to ±219.9 acres of Traditional Neighborhood Medium Density, and ±12.4 acres of Suburban Center; 6) an **Ordinance** establishing the Aspen1-New Brighton Special Planning District; 7) an **Ordinance** to rezone approximately 232.3 acres from ±189.1 acres of Heavy Industrial Solid Waste Restricted (M-2S-SWR), ±13.9 acres of Heavy Industrial Solid Waste Restricted Review (M-2S-R-SWR), ±22.3 acres of Heavy Industrial (M-2 (County)), and ±7.0 acres of Industrial Reserve (IR (County)) to ±133.5 acres of Single Unit/Duplex (R-1A- SPD-PUD), ±43.1 acres of Residential Mixed-Use (RMX-SPD-PUD), ±13.1 acres of Shopping Center (SC-SPD-PUD), ±14.4 acres of Agriculture-Open Space (A-OS-SPD-PUD), and ±28.2 acres of Agriculture (A-SPD-PUD); 8) a **Resolution** approving the Aspen 1 Planned Unit Development (PUD) Guidelines and

Schematic Plan; 9) a **Resolution** amending the Bikeway Master Plan; 10) a **Resolution** approving the Aspen 1 project entitlements including a Master Parcel Map, Tentative Subdivision map, and Site Plan and Design Review.
Contact: Antonio Ablog, Senior Planner, (916) 808-7702; Joy Patterson, Principal Planner, (916) 808-5607, Community Development Department

Discussion Calendar

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

17. 2016 State and Federal Priorities and Legislative Platform
Report # 2015-00927 **Estimated Time: 15 minutes**
Location: Citywide
Recommendation: Pass a Motion approving the 2016 State and Federal Legislative Priorities and Platform.
Contact: Randi L. Knott, Director of Government Affairs, (916) 808-5771, Office of the City Manager

Information Report

This item is for information only and is not eligible for action at this time.

18. Notification of Final Map Approval for McKinley Village Phase 1A, McKinley Village Phase 1B and McKinley Village Phase 1C
Report # 2015-01075
Location: District 3
Recommendation: Receive and file.
Contact: Jerry Lovato, Senior Engineering Technician, (916) 808-7918, Department of Public Works

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: **11/24/2015**

Report Type: Consent

Report ID: 2015-01053

Title: Agreement for Bond-Counsel Services with Orrick, Herrington & Sutcliffe (Refunding of 2002 COPs)

Location: Citywide

Recommendation: Pass a Motion approving an agreement with Orrick, Herrington & Sutcliffe for bond-counsel services needed in connection with refunding the 2002 Certificates of Participation issued to finance the Wells Fargo Pavilion.

Contact: Joseph Cerullo, Senior Deputy City Attorney (916) 808-5346, Office of the City Attorney

Presenter: None

Department: City Attorney
Division: City Attorney
Dept ID: 03001011
Attachments:
1-Description/Analysis
2-Attachment (Agreement for Bond-Counsel Services)

City Attorney Review

Approved as to Form
Matthew Ruyak
11/18/2015 10:59:47 AM

Approvals/Acknowledgements

Department Director or Designee: Sandra Talbott - 11/17/2015 10:00:26 AM

Description/Analysis

Issue Detail:

In August 2002, the Sacramento Regional Arts Facilities Financing Authority issued long-term debt—known as Certificates of Participation (the "**COPs**")—to fund construction of the Wells Fargo Pavilion, the primary venue for California Musical Theater ("**CMT**"). The 2002 COPs also funded construction of facilities used by the Sacramento Theater Company. Because today's interest rates are lower than the 2002 rates, the Sacramento Public Financing Authority (the "**Authority**") plans to issue new debt and use the proceeds to refund the 2002 COPs. The City Council approved this refunding "in concept" at its meeting on July 21, 2015.

Bond-counsel services for the new debt will be provided by Orrick, Herrington, and Sutcliffe. A copy of the agreement for those services is attached to this report.

Policy Considerations: CMT leases the Wells Fargo Pavilion from the City and pays rent equal to debt service on the 2002 COPs. A successful refunding will lower the annual cost of debt service, thereby substantially reducing CMT's annual rent. Importantly, the term of the new debt—and thus CMT's obligation to pay rent—will *not* extend beyond the current maturity date of the 2002 COPs.

Economic Impacts: None.

Environmental Considerations: None. Passage of the motion is not a "project" subject to CEQA because (a) it has no potential to cause a significant effect on the environment and (b) it pertains to continuing administrative activities. (14 Cal. Code Regs. §§ 15061(b)(3), 15378(b)(2).)

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Refunding the 2002 COPs will improve CMT's financial stability by reducing its annual rent for use of the Wells Fargo Pavilion, and the assistance of bond counsel is critical to the success of the refunding.

Financial Considerations: None. Compensation for bond-counsel services is contingent on a successful issuance of the new debt and will be paid exclusively from proceeds of the new debt.

Local Business Enterprise (LBE): Not applicable.

AGREEMENT FOR BOND-COUNSEL SERVICES

Certificates of Participation related to California Music Circus and Sacramento Theatre Company

This Agreement for Bond-Counsel Services, dated as of October 5, 2015, for reference, is between the CITY OF SACRAMENTO, a California municipal corporation (the "**City**"); and ORRICK, HERRINGTON & SUTCLIFFE LLP, a California limited-liability partnership ("**Orrick**").

Background

The City desires to engage the services of Orrick in connection with the authorization, issuance, sale, execution, and delivery by the City and the Sacramento Public Financing Authority ("**SPFA**") of a lease financing (the "**2015 Financing**"), for the purpose of refunding certain Sacramento Regional Arts Facilities Financing Authority Series 2002 Certificates of Participation (the "**2002 COPs**").

The City and Orrick desire to enter into this agreement to evidence the engagement of Orrick in connection with the 2015 Financing and to specify the terms of the engagement. Orrick possesses the necessary professional capabilities and resources to provide the legal services required by the City and SPFA, as described in this agreement.

With these background facts in mind, the parties hereby agree as follows:

1. *Scope of Services*. The City retains Orrick as special counsel to perform, and Orrick shall perform, the following legal services for the City and SPFA in connection with the 2015 Financing:

   (a) Consultation on the timing, terms, and legal structure of the 2015 Financing with the City's and SPFA's representatives, including the City Treasurer and the City Attorney; the City's financial advisor, First Southwest Company, LLC; the placement agent, Stifel, Nicolaus & Company, Incorporated, and its counsel (if any); the purchaser of the 2015 Financing and its counsel; and others.

   (b) Preparation of documents that are required for the authorization, issuance, sale, execution, and delivery of the 2015 Financing and are to be adopted or entered into by the City or SPFA, including authorizing resolutions, trust agreements, site leases, facility leases, and a purchase contract (the "**Major Legal Documents**"). The Major Legal Documents do not include any official statement or continuing-disclosure certificate or agreement.

   (c) At the City's request, (1) attendance at meetings or hearings of the Sacramento City Council whether sitting as such or as SPFA's board of directors (the "**City Council**") and at working-group meetings or conference calls; and (2) assistance to the City's staff in the preparation of reports and presentations to the City Council.

(d) Rendering of Orrick's customary form of a final approving opinion to the City and SPFA on the validity of the 2015 Financing and the tax-exempt status of interest on the 2015 Financing.

(e) Preparation and delivery to the City of a transcript of the legal proceedings for the 2015 Financing in both loose-leaf and CD-ROM formats.

(f) After issuance of the 2015 Financing, telephone consultations with the City's officials, staff, and consultants to answer questions about the facts and circumstances concerning the 2015 Financing.

2. *Excluded Services*. Orrick's services under this agreement do not include the following, although Orrick may provide these services under a separate agreement with the City or SPFA:

(a) Legal services in connection with any litigation or other legal or administrative proceeding, audit, or investigation involving any of the 2015 Financing or any related matter.

(b) Legal services related to compliance with the California Environmental Quality Act.

(c) Legal services in connection with arbitrage-rebate compliance respecting the 2015 Financing.

(d) Legal services relating to state blue-sky laws or to title to, or perfection of security interests in, real or personal property.

(e) Financial analysis or advice.

3. *Circulation and Review of Documents*. The City retains the full-time services of the Sacramento City Attorney and the City Attorney's Office for day-to-day and ongoing legal services. Orrick shall circulate documents to, and coordinate its services with, the City Attorney to the extent requested by the City or the City Attorney. Orrick may assume that the City Attorney or one of the attorneys in the City Attorney's Office has reviewed all documents and matters submitted to the City Council for adoption or approval, or to the City's or SPFA's officers for execution, before those documents and matters are adopted, approved, or executed.

4. *Compensation*. As consideration for the services set forth in section 1, the City shall pay to Orrick the following fees and disbursements:

(a) As legal fees, the City shall compensate Orrick for legal services rendered based on the time expended by Orrick's attorneys and paralegals at their hourly rates in effect from time to time. As of the effective date of this agreement, the standard hourly rates for the attorneys and paralegals most likely to work on the 2015 Financing are Jenna Magan ($795), Brandon Dias ($705), Chas Cardall ($910), John Stanley ($705), and

Melissa Warr ($270). Any increase in these rates will be effective as of the date Orrick gives the City written notice of the increase in accordance with section 10 below.

(b) As reimbursement of expenses (disbursements), including preparation and distribution of a transcript in loose-leaf and CD-ROM formats, a flat amount of $1,500.

(c) On January 1, 2016, and on each April 1, July 1, October 1, and January 1 thereafter, Orrick shall provide the City with a summary of the total legal fees and expenses accrued up to the date of the summary for services rendered under this agreement.

(d) Except as provided in section 5 regarding the City's termination of this agreement, payment of legal fees and reimbursement of expenses is contingent upon the issuance, sale, execution, and delivery of the 2015 Financing and will be exclusively from the proceeds of the 2015 Financing. The amounts owed will be due and payable forthwith upon Orrick's presentation of an invoice after the issuance, sale, execution, and delivery.

5. *Termination*. Either party may, at any time, terminate this agreement and all legal services to be rendered under it, with or without cause, by giving written notice to the other party. In that event, all finished and unfinished documents that Orrick has prepared for the City's or SPFA's adoption, approval, or execution will, at the City's option, become the City's property, and Orrick shall deliver them to the City or to any person or entity the City may designate, all subject to the condition that Orrick will have no liability whatsoever for any subsequent use of the documents. If the City terminates this agreement, then the City shall pay Orrick forthwith for all satisfactory work at Orrick's hourly rates specified in section 4(a) above, subject to the following: if the City terminates for cause, then any compensation is to be adjusted in the light of the facts and circumstances involved in the termination. If not sooner terminated, then this agreement and all legal services to be rendered under it will terminate upon issuance, sale, execution, and delivery of the 2015 Financing, except that the City will remain liable for any unpaid fees and expenses due under section 4 above. Upon termination, Orrick will have no future duty of any kind to the City or SPFA with respect to the 2015 Financing, except as provided in sections 1(e) and 1(f) above.

6. *Role of Bond Counsel*.

(a) The role of bond counsel in financings, generally, is to prepare or review documents and to coordinate the procedures for authorization of the issuance, sale, execution, and delivery of the bonds and to provide an expert legal opinion with respect to the validity of the bonds and other subjects addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and the reliance thereon by the public-finance market generally, Orrick's role as bond counsel under this agreement is not the partisan role of an advocate. Instead, Orrick's role is to provide legal documents needed for the issuance, sale, execution, and delivery of the 2015 Financing and to provide an opinion that represents Orrick's objective judgment on the matters addressed therein.

(b) In performing its services as bond counsel under this agreement, Orrick will act as special counsel to the City and SPFA with respect to issuance, sale, execution, and delivery of the 2015 Financing. In that capacity, Orrick shall assist the City staff in representing the City and SPFA, but only with respect to the sufficiency of the legal documents for the issuance, sale, execution, and delivery of the 2015 Financing and in a manner not inconsistent with the role of bond counsel described in section 6(a) above.

(c) Orrick's function and responsibility under this agreement, and as bond counsel with respect to the issuance, sale, execution, and delivery of the 2015 Financing, terminates upon the issuance, sale, execution, and delivery of the 2015 Financing (unless terminated sooner as provided in section 5 above). Orrick's services as bond counsel through issuance, sale, execution, and delivery of the 2015 Financing are limited to those contracted for explicitly in this agreement. Any engagement of Orrick with respect to rebate compliance, disclosure, or any other matter is separate and distinct from its engagement as bond counsel through issuance, sale, execution, and delivery of the 2015 Financing. Unless otherwise provided, any post-issuance engagement with respect to the 2015 Financing will continue on the same basis set forth in this section 6.

7. *Conflicts*. Orrick regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Orrick has represented, is representing, and expects to represent in the future other public entities such as the County of Sacramento (which was involved in the 2002 COPs and will be involved with 2015 Financing to the extent agreed to by the City and the County); bond underwriters such as Stifel, Nicolaus & Company, Incorporated; banks such as the purchaser of the 2015 Financing; trustees, rating agencies, insurers, credit-enhancement providers, and lenders; contractors, suppliers, financial and other consultants and advisors, accountants, investment providers or brokers, and providers or brokers of derivative products; and others who may have a role or interest in the 2015 Financing or who may be involved with, or adverse to, the City in this or some other matter. Except as the 2015 Financing relates to the County of Sacramento, Orrick shall not represent any other private and public entities in connection with the 2015 Financing without the City's express written consent. Given the special, limited role of bond counsel described in section 6 above, the City (a) acknowledges that no conflict of interest exists or would exist in connection with any matter other than the 2015 Financing; (b) waives any such conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this agreement or any other attorney-client relationship Orrick may have had, may have, or may enter into; and (c) consents to all such relationships subject to the condition that a separate conflict-waiver letter will be prepared with respect to Orrick's concurrent representation of the City and any other entity in connection with the issuance, sale, execution, and delivery of the 2015 Financing.

8. *Third-Party Rights*. This agreement is for the benefit of the City and Orrick and is not intended to benefit any third parties other than SPFA. Nothing in this agreement or in any of the documents expressly or impliedly contemplated by this agreement gives any person or entity

other than the City, SPFA, and Orrick any legal or equitable right or claim under, or in respect of, this agreement. This agreement inures to the sole and exclusive benefit of the City, SPFA, and Orrick.

9. *Assignment*. Orrick may not assign its obligations under this agreement without the City's express written consent, except to a successor partnership or corporation to which all or substantially all of the assets and operations of Orrick are transferred. The City may not assign its rights and obligations under this agreement without Orrick's express written consent. All references to Orrick and the City in this agreement refer to their respective successors and assignees and will bind and inure to the benefit of their successors and assignees whether so expressed or not.

10. *Notice*. To be effective, notices pertaining to this agreement must be sent by the U.S. Postal Service, first class, postage prepaid, addressed as follows:

If to the City:

City Treasurer's Office
915 "I" Street
Historic City Hall, Third Floor
Sacramento, CA 95814-2704
Attention: Brian Wong

and

City Attorney's Office
915 "I" Street, Fourth Floor
Sacramento, CA 95814
Attention: Joseph Cerullo

If to Orrick:

Orrick, Herrington & Sutcliffe LLP
400 Capitol Mall, Suite 3000
Sacramento, CA 95814
Attention: Jenna Magan

11. *Counterparts*. The parties may sign this agreement in counterparts, each of which will be considered an original, but all of which will constitute the same agreement.

(*Signature Page Follows*)

City of Sacramento

By: _____
James Sanchez, City Attorney

Attest:
Sacramento City Clerk

By: _____

Approved as to Form
Sacramento City Attorney

By: Joseph Cerullo
Joseph Cerullo
Senior Deputy City Attorney

Orrick, Herrington & Sutcliffe LLP

By: Jenna Magan
Jenna Magan, Partner

OHSUSA:762993647.5

City of SACRAMENTO 02

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01068

Title: Notification of Election Results for Retirement Hearing Commission

Location: Citywide

Recommendation: Receive and file.

Contact: Shirley Concolino, 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-Exhibit A

City Attorney Review

Approved as to Form
Matthew Ruyak
11/12/2015 3:45:39 PM

Approvals/Acknowledgements

Department Director or Designee: Wendy Klock-Johnson - 11/12/2015 9:51:06 AM

Description/Analysis

Issue Detail: Receive the City Clerk's notice declaring the election of a member to the Retirement Hearing Commission.

Policy Considerations: Advising the City Council is consistent with Resolution 2011-024.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: Notify the City Council of the election results and open an appeal period for SCERS members to contest the election results and/or process in accordance with Resolution 2011-024.

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 was advised on October 27, 2015 of the City Clerk's intention to hold an election due to one vacancy. A statement of interest period was opened so that active SCERS members could express interest in becoming a candidate. At the close of the statement of interest period on November 11, 2015, only one candidate submitted an interest statement for the one available seat.

Pursuant to resolution 2011-024, when only one candidate submits a statement of interest for an available seat, that candidate shall automatically be deemed elected by the City Clerk. The Notice of Election is attached as Exhibit A.

In addition, within ten days of the City Council receiving this report, any active SCERS members may file an appeal with the City Clerk challenging the election procedures, results, or any other aspect of the election. The appeal period ends on December 4, 2015. If an appeal is filed, the matter will be brought before the City Council for review.

NOTICE OF ELECTION
OF AN ACTIVE MISCELLANEOUS MEMBER
OF THE
SACRAMENTO CITY EMPLOYEES RETIREMENT SYSTEM
TO SERVE ON THE
RETIREMENT HEARING COMMISSION

NOTICE IS HEREBY GIVEN that only one candidate has submitted a Statement of Interest for the one available seat (term expiration) on the Retirement Hearing Commission. The candidate is:

Lesley Currie

Pursuant to Resolution 2011-0024, if only one candidate submits a Statement of Interest he/she shall be deemed to have been automatically elected as an employee member of the Commission.

NOTICE IS ALSO GIVEN that active Sacramento City Employees Retirement System members may file an appeal with the City Clerk (915 I Street, New City Hall 5th Floor) challenging the election procedures, results or any other aspect of the election. The City Council will be notified of the appointment of Lesley Currie on its consent agenda of November 24, 2015, with an appeal period between November 25, 2015 and December 4, 2015. If the City Clerk receives an appeal, the matter will be brought back before the City Council for review.

THEREFORE, under the authority of City Resolution 2011-0024, Lesley Currie is hereby automatically elected as an active employee member on the Retirement Hearing Commission with a term commencing on 1/1/2016 expiring on 12/31/2019.

Signed: Phoebe Schueler

Phoebe Schueler, Senior Deputy City Clerk
Elections & Compliance

City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01070

Title: Confirmation of Board and Commission Appointments

Location: Citywide

Recommendation: Pass a Motion confirming board/commission appointment(s): 1) Sacramento Youth Commission District 2 – Imanee Ryan (Seat C); 2) Parks and Recreation Commission District 4 – Julie Murphy (Seat D); 3) Sacramento Disabilities Advisory Commission – Debra Finch (Seat E) and Russell Rawlings (Seat H); and 4) Sacramento Metropolitan Arts Commission – Celestine Syphax (Seat F).

Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, 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
11/12/2015 11:30:11 AM

Approvals/Acknowledgements

Department Director or Designee: Wendy Klock-Johnson - 11/12/2015 10:35:09 AM

Description/Analysis

Issue Detail: As required by City Charter section 230, board and commission appointments made by the Mayor must be confirmed by the City Council.

Policy Considerations: None.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: After review and consideration by the District Councilmember and or the Personnel and Public Employees Committee, candidates were nominated and forwarded to the Mayor for Appointment, which now requires council confirmation. A full list of candidates are outlined in the background section of this report.

Rationale for Recommendation: Confirmation of appointment(s) by the City Council finalizes the process.

Financial Considerations: None.

Local Business Enterprise (LBE): None.

Background:

On November 10, 2015, the Mayor made the following appointments, which require confirmation by the City Council:

Board/Commission	Appointee Name	Seat Number	Seat Description	Nominated By:
Sacramento Youth Commission	Imanee Ryan	C	A member between 14 and 19 years of age recommended for appointment by the District 2 Councilmember.	District
Parks and Recreation Commission	Julie Murphy	D	A member from the public at large, recommended for appointment by the District 4 Councilmember	District
Sacramento Disabilities Advisory Commission	Debra Finch*	E	A member representative of a disability group such as physical, sensory, developmental or mental disabilities, who has experience with disability issues and knowledge or experience with disability law such as ADA or Title 24 of the California Code of Regulations.	P&PE
Sacramento Disabilities Advisory Commission	Russell Rawlings*	H	A member representative of a disability group such as physical, sensory, developmental or mental disabilities, who has experience with disability issues and knowledge or experience with disability law such as ADA or Title 24 of the California Code of Regulations.	P&PE

Sacramento Metropolitan Arts Commission	Celestine Syphax	F	A member qualified by knowledge, training or professional experience in: demonstrated knowledge of the arts; history of involvement in the local arts community; or experience as an arts educator, supporter, advocate, administrator, curator, historian, critic or practicing artist.	P&PE

*Incumbent

The following is the status of all individuals who applied but were not selected in the application review and/or interview process:

Board/Commission	**Applicant Name**	**Seat Number**	**Seat Description**
Sacramento Youth Commission	Johnny Coleman	C	A member between 14 and 19 years of age recommended for appointment by the District 2 Councilmember.
Sacramento Youth Commission	Khalil Fauntleroy	C	A member between 14 and 19 years of age recommended for appointment by the District 2 Councilmember.
Sacramento Youth Commission	Jordin Norris	C	A member between 14 and 19 years of age recommended for appointment by the District 2 Councilmember.
Sacramento Youth Commission	Novah Davis	C	A member between 14 and 19 years of age recommended for appointment by the District 2 Councilmember.

04

City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01016

Title: Sacramento City Employees' Retirement System's Investment Policy

Location: Citywide

Recommendation: Pass a Resolution approving the investment policy governing the investment and management of the Sacramento City Employees' Retirement System's funds.

Contact: Bob Tokunaga, Senior Investment Officer, (916) 808-5340, Office of the City Treasurer

Presenter: None

Department: City Treasurer
Division: City Treasurer
Dept ID: 05001011
Attachments:
1-Description/Analysis
2-Background
3-Resolution
4-Exhibit A (SCERS Investment Policy)

City Attorney Review

Approved as to Form
Steve Itagaki
11/13/2015 9:00:46 AM

Approvals/Acknowledgements

Department Director or Designee: Russell Fehr - 11/6/2015 10:57:27 AM

Description/Analysis

Issue Detail: The Administration, Investment and Fiscal Management Board ("Board") has adopted policies ("Investment Policy") governing the investment of funds held in the Sacramento City Employees' Retirement System ("SCERS" or "System"). The Investment Policy governs the investment practices of the Board and its investment managers. Pursuant to City Charter section 383, once the Board adopts the Investment Policy, it is to be delivered to the City Council for its review and approval.

Policy Considerations: Sound investment practices and transparency are facilitated by the preparation of written governing policy statements. Such policies should cover all substantive aspects of the investment of funds. The Board has adopted a comprehensive Investment Policy to guide and govern the Board and its investment managers in investing the System's funds. Pursuant to City Charter section 383, the Investment Policy incorporates the "prudent person" standard as it is described in Probate Code section 16040.

Economic Impacts: None.

Environmental Considerations: This action is not subject to CEQA because it is not a "project" as defined in section 15378 of the CEQA Guidelines.

Sustainability: None.

Commission/Committee Action: Pursuant to City Charter section 383, the Administration, Investment and Fiscal Management Board adopted the Investment Policy prior to review and approval by the City Council.

Rationale for Recommendation: The prudent and transparent management of funds held by SCERS on behalf of the beneficiaries of the System is enhanced by the adoption of an Investment Policy setting forth the parameters under which such funds are invested.

Financial Considerations: None. The investment of SCERS funds is within the exclusive purview of the Board. The System, acting through the Board, is responsible for all costs in implementing the SCERS investment program.

Local Business Enterprise (LBE): Not applicable.

BACKGROUND

On October 26, 2015, the Administration, Investment and Fiscal Management Board ("Board") adopted a set of investment policies ("Investment Policy") that govern the investment and management of the funds of the Sacramento City Employees' Retirement System ("SCERS" or "System"). Pursuant to City Charter section 383, once adopted by the Board, the Investment Policy shall be presented to the City Council for its approval or disapproval.

The System's funds are under the exclusive control and management by the Board. The Board has elected to retain the City Treasurer's Office as its primary Investment Manager. The Board and its Investment Managers are required to conform their actions to the provisions of the Investment Policy. The Investment Policy incorporates the "prudent person" standard mandated by Section 383 of the Sacramento City Charter. This standard is the foundation for all investment and management decisions made by the Board and its Investment Manager.

The Investment Policy sets forth key requirements relating to fundamental matters such as fiduciary duties, diversification, performance measurement and monitoring, liquidity requirements and risk management. The current practices of the Board and its Investment Manager are consistent with these fundamental principles.

The SCERS Investment Policy differs substantially from the investment policies the City Council has adopted for the management of the City's treasury funds, which policies are grounded in the requirements of the Government Code. The priorities of the investment of the treasury emphasize preservation of principal and liquidity (availability of cash to pay the City's obligations when due). The rate of return on the investment of treasury funds is the third and less critical investment objective. In contrast, the rate of return on the investment of the System's funds is an overriding priority as it is important to achieve as close to, if not exceed, the actuarial rate of return imposed on the System (currently, 6.5% annually) to maintain a high funded status of the System. The System has a funded status of 85% of anticipated liabilities, which is a very high funded level compared to many other pension funds. Historically, equities (stocks and exchange traded funds) generate higher rates of total return than fixed income instruments (bonds, notes, etc). Accordingly, in order to maintain a high level of funded status, it is necessary that the Board be allowed to invest in equities. In contrast, state statutes limit the investment of the City's treasury funds in certain types of relatively lower yielding fixed income instruments.

In order to earn additional income on investments (as well as to partially hedge stock price declines), the Investment Policy allows the Board and Investment Managers to utilize options in its investments on a limited basis. The Investment Managers may

write (sell) call options against existing stock holdings (that allow the option purchaser the right to purchase SCERS stock holdings should the market price exceed the strike price of the option) that generate a revenue stream particularly in flat or declining markets. The Investment Managers may also purchase put options that act as a hedge against stock price declines as the purchased put options increase in value as the stock prices fall. Options activity is limited to 30% of the investment portfolio.

One of the most important actions taken annually by the Board is the allocation of the System's funds to various asset classes. The Investment Policy requires the Board to allocate investments to various asset classes on an annual basis in order to establish an acceptable and prudent risk profile for the portfolio and to earn, at minimum, the actuarial rate of return. For example, for the current fiscal year, the Board approved an allocation favoring equities as follows: 40% of the portfolio shall be invested in fixed income assets and 60% in stock holdings. Stock holdings are further divided between stock in domestic large capitalization corporations (35% of the portfolio), dividend-earning stocks (15%), and stocks of international corporations (10%). The Policy allows for fluctuations in the allocations of up to 5% to allow the Board and its Investment Manager to overweight any of the asset classes beyond the stated percentages in order to achieve as much of a return as prudence allows.

Regardless of the investment assets utilized by the Board and its Investment Managers, all investment activity is governed by the "prudent person" standard as mandated by the City Charter, which standard is described in Probate Code section 16040.

In sum, the Board found that the Investment Policy provides it and the Investment Managers with the authority and flexibility to adequately support the System's financial objectives, and approved the document.

PROPOSED INVESTMENT POLICY

The proposed Investment Policy is attached as Exhibit A to the accompanying Resolution. The City Council last approved the SCERS Investment Policy on October 26, 2015 by Resolution 2014-0292. The proposed Investment Policy contains no substantive revision to the Investment Policy last approved pursuant to Resolution 2014-0292.

RESOLUTION NO. 2015-XXXX

Adopted by the Sacramento City Council

November 24, 2015

APPROVING THE INVESTMENT POLICY GOVERNING THE INVESTMENT AND MANAGEMENT OF THE SACRAMENTO CITY EMPLOYEES' RETIREMENT SYSTEM'S FUNDS

BACKGROUND

A. Sound investment practices and transparency are facilitated by the preparation of written governing policy statements. Such policies should cover all substantive aspects of the investment of funds.

B. On October 26, 2015, the Administration, Investment and Fiscal Management Board ("Board") adopted a comprehensive Investment Policy document pursuant to which the Board and its Investment Managers will conduct investments of the Sacramento City Employees' Retirement System's ("System's") funds. The adopted Investment Policy is attached hereto as Exhibit A.

C. Pursuant to City Charter section 383, once the Investment Policy is adopted by the Board, it is to be presented to the City Council for its approval or disapproval.

D. Pursuant to City Charter section 383, the overarching standard governing the investment and management of the System's funds is the "prudent person" standard as described in Probate Code section 16040. The Investment Policy provisions are consistent with said standard.

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

Section 1. The Investment Policy attached hereto as Exhibit A is hereby approved.

Section 2. Exhibit A is part of this resolution.

EXHIBIT A to Resolution

Sacramento City Employees' Retirement System

Investment Policy

I. INTRODUCTION

This Investment Policy encompasses the investment goals, objectives and policies of the Sacramento City Employees' Retirement System ("SCERS" or "System"). The purpose of the Investment Policy is to assist the Administration, Investment and Fiscal Management Board ("AIFM Board" or "Board") and its Investment Managers[1] to effectively supervise and monitor SCERS' investment program.

Pursuant to Section 383 of the Sacramento City Charter ("Charter"), the AIFM Board is charged with the exclusive responsibility of managing and investing the System's funds. Also, pursuant to Section 383 of the Charter, the Board has adopted, and the Sacramento City Council has approved, this Investment Policy, which governs the investment activity undertaken by the Board.

This Investment Policy addresses the following issues:

- The investment goals of SCERS' investment program; and
- The general investment policies for the management of funds of the System.

The Investment Policy is designed to provide sufficient flexibility to capture investment opportunities as they may occur, while setting forth reasonable parameters to ensure prudence and care in the execution of the investment program.

II. INVESTMENT PHILOSOPHY

The Board believes that its investment policies, in aggregate, are to be the most important determinants of its investment success. Compliance with investment policies should therefore be monitored rigorously. The Board also believes that performance of the total portfolio and individual asset classes, as well as the performance of any retained Investment Manager, should be monitored and compared to appropriate, predetermined performance benchmarks.

[1] "Investment Managers" are financial or investment advisers and consultants retained by the Board to assist in the management and investment of the System's funds.

The Board believes that prudent management of risk is a central element of the investment function. Toward this end, the Board believes that diversification among asset classes will reduce risk and enhance returns of the overall investment portfolio in the long term.

The Board believes that market efficiency and opportunities vary among asset classes and may change over extended periods of time. Therefore, the Board believes that SCERS' portfolio management strategies should adapt over time to reflect the changing nature of capital markets.

AIFM BOARD'S MISSION STATEMENT

The Board's primary mission in managing the System's funds is described as follows:

- To ensure that sufficient funds will be available to provide participants and their beneficiaries with all benefits due as specified in SCERS' retirement plan documents

- To give priority to the financial interests of participants and beneficiaries over all other financial interests;

- To comply with all applicable fiduciary standards; and,

- To reduce the cost of funding benefits for both the City of Sacramento, as the participating employer, and the individual participants of SCERS.

III. INVESTMENT GOALS AND OBJECTIVES

In accordance with Board's Mission Statement, the overarching goal of SCERS' investment program is to generate adequate long-term returns that, when combined with employer and employee contributions, will result in sufficient assets to pay the present and future obligations of SCERS.

The following objectives are intended to assist in achieving this goal:

- SCERS should earn, on a long-term average basis, a total real rate of return in excess of SCERS' actuarial assumed rate of real return

- SCERS' assets will be managed on a total return basis, which takes into account the considerable importance of the preservation of capital. Additionally, SCERS follows the principle that different degrees of investment risk exist and each generally is rewarded with a varying degree of return.

- The Board will operate in an efficient manner that fulfills its fiduciary responsibility and contributes to the overall effectiveness of the System.

It is the purpose of the SCERS' investment program to assure that sufficient financial assets are available to provide SCERS' participants and their beneficiaries with all benefits due as specified in the System's governing provisions set forth in the Charter. Therefore, the participants' and beneficiaries' financial interests shall take precedence over all other financial interests.

To achieve these objectives, SCERS allocates its assets (asset allocation) with a strategic, long-term perspective of the capital markets.

IV. GENERAL INVESTMENT POLICIES

FIDUCIARY DUTIES

The Board's investment activity on behalf of SCERS is mandated by the Sacramento City Charter. Section 383 of the Charter establishes the broad requirement that all investments must be permissible by law for investment of trust funds pursuant to Section 16040 of the California Probate Code. Accordingly, the Board, in discharging its duties to the System, acts as a fiduciary governed by requirements imposed on trustees. In the context of the System, the Board is required to model and manage the System's investment program based on principals outlined under the prudent person standard.

Pursuant to the "prudent person" standard, the Board and its Investment Managers shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the System, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the System. Funds shall be managed not for speculation, but for investment intended to earn a reasonable rate of return on invested funds, considering the probable safety of their capital as well as the probable income or return to be derived. Despite that investment transactions are undertaken with care pursuant to the "prudent person" standard, it is recognized that invested funds are subject to the vagrancies of the markets beyond the control of the investment officers.

The fiduciary duties of the Board shall be carried forward by retained Investment Managers. The policies expressed in this Investment Policy shall be as applicable to and binding upon the Investment Managers as they are to the Board.

AUTHORITY TO INVEST AND DELEGATION THEREOF

Pursuant to Section 383 of the Charter, the AIFM Board is charged with the exclusive responsibility of managing and investing the System's funds. The Board is authorized by Sections 382 and 383 of the Charter to engage the services of one or more financial or investment advisors and consultants to assist it in the management and investment of the System's funds, collectively referenced herein as the "Investment Managers." As such, the

Board from time to time may select and retain professionals within the investment and financial field to implement the SCERS investment program. Once retained, such professionals must acknowledge in writing their fiduciary responsibility to the System and agree that SCERS' investment objectives and policies as expressed in this Investment Policy will be followed. It is expected that such professionals will at all times conduct themselves as fiduciaries in the same manner as does the Board.

PERFORMANCE MEASUREMENT

The performance of professionals retained to implement the SCERS investment program shall be reported and measured against, on an absolute basis, the actuarial assumed rate of return, and, on a relative basis, one or more market benchmarks customized as appropriate to the nature, type and extent of the investments held by the System pursuant to these policies. To the extent the Board retains Investment Managers to execute specific objectives (as opposed to broad investment objectives), such benchmarks shall be appropriate to the stated objectives.

The Board shall retain the services of a consultant to determine appropriate performance benchmarks and to report on the investment performance of the System's funds against such benchmarks. Such reports shall be made not less than a quarterly basis and shall cover varying time periods as directed by the Board, e.g. performance over the current fiscal year, the past 12-months, one or more past calendar or fiscal years, or since inception, as appropriate with the long-range investment goals of the System's funds.

DIVERSIFICATION

The Board shall diversify holdings in the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized. In addition, the diversity of the portfolio among various sectors of the marketplace will minimize the impact of potential losses from any one sector. Such sectors may be demarked by market capitalization of issuers (e.g. small, middle and large capitalization corporations), by location (e.g. domestic vs. foreign corporations), by industry, and by public or private issuers of debt.

LIQUIDITY REQUIREMENTS OF THE SYSTEM

SCERS' funds shall be managed and invested in a manner to provide liquidity sufficient to pay the ongoing expenses of the System and the payment of benefits to retirees when due. To the extent feasible, the Board shall raise funds to cover expenses and benefits in an orderly and efficient manner, while minimizing adverse effects on investment strategies implemented by the Board from the untimely forced liquidation of investments.

As part of the SCERS investment program, the liquidity needs of the System shall be addressed in accordance with the following practices:

(a) Setting aside cash generated from (i) the liquidation of securities to accomplish Board-approved asset allocations or other Board directive; (ii) the liquidation of securities in the normal course of managing the investment portfolios pursuant to this policy; and (iii) the maturity or redemption of securities as may occur from time to time within the investment portfolios; and (iv) the receipt of dividends and interest.

(b) Structuring the investment portfolio so that securities mature to meet cash requirements of the System, thereby avoiding disadvantageous sales of fixed income securities prior to maturity.

(c) Investing liquid funds required to pay current expenses and benefits in the City's Pool A treasury pool to be managed in accordance with investment policies adopted by the City Council.

ASSET ALLOCATION AND RISK MANAGEMENT OF INVESTMENTS

Strategic Asset Allocation

The Board annually shall review and determine the allocation of investments to various broad asset classes. The asset allocation policy shall be structured for not less than a one-year period. The asset allocation policy shall be developed with the assistance of the Investment Manager, and shall address the following considerations:

- Historical and anticipated capital market performance (returns and risks) of various asset classes;
- The expected correlation of returns among various asset classes;
- Inflation, interest rates, and other economic assumptions;
- The difference between the current and the projected asset values of the Plan; and,
- The actuarial rate of return.

The allocation of investments to various asset classes shall be reviewed annually and reflected in duly adopted resolutions of the Board. The objective of the Board's annual review of the overall asset allocation policy for the System's funds is to provide a sound, fiduciary structure to the investment process. The asset allocation target exposures are established after thorough review and analysis of the System's fund's expected rates of return opportunities and the associated risk of attempting to achieve the targeted return. The asset allocation policy identifies the asset classes to be used and designates the percentage allocation to each asset class in the System's investment portfolio. If

necessary to fulfill its fiduciary obligations to the System, the Board may revise the asset allocation policy at any time it determines that circumstances justify such revision.

As its primary risk management tool, the Board shall allocate the investment portfolio between broad asset classes, such as between fixed income assets (notes, bonds, other debt instruments, and secured real estate mortgages) and equity assets (such as stocks)("First Tier Allocations"). Within each broad asset class, the Board may also provide allocations between investments within those broad classes of assets ("Second Tier Allocations"). An example of this is the allocation of equity investments amongst shares of foreign corporations, shares of large capitalization corporations and the selection of shares of corporations providing attractive dividend yields.

The Board formulates the overall risk profile of the investment pool by considering the above factors and establishing the First Tier Allocations. However, at any point in time, the actual First Tier Allocations may vary from the Board-approved percentage allocations by plus or minus 5.0% without altering the intended risk profile. In establishing any Second Tier Allocations, the Board, by resolution, may establish variances of allocations to allow the Board and Investment Managers greater flexibility in making advantageous investments that otherwise are consistent with the requirements of this Investment Policy. The discretion to shift funds within the limits of such variances in First and Second Tier Allocations may be exercised in order to take advantage of market dynamics, to preserve capital, to avoid liquidating investments at inopportune times, or for such other reason as to further the prudent investment of the System's funds.

In the selection of specific investments, the Board and its Investment Managers shall adhere to the asset allocations and variances duly established by the Board, while adhering to the overriding prudent person standard.

Rebalancing of Portfolios

The target allocations and variances will guide the decision as to which asset class should receive contributions when available and how the investments are rebalanced from time to time. Rebalancing is an effective tool used to maintain the risk profile of the total fund and to potentially enhance returns. Risk is controlled by calling cash to reduce portfolio values in over-allocated asset categories and providing cash to increase portfolio values to under-allocated asset categories to maintain target asset allocation policy weights. This rebalancing shall be performed periodically, as necessary, but not less than biannually, to redistribute assets to achieve the target allocations within any established variance.

V. SUITABLE AND AUTHORIZED INVESTMENTS

AUTHORIZED INVESTMENTS

Allowable investments of SCERS' funds shall be consistent with the requirements of this Investment Policy and Sacramento City Charter Section 383. Specific allowable investment types are set forth below.

INVESTMENT TYPES

Domestic Equity

Investments may include equity investments provided the equity is a common or preferred stock of a domestic corporation and sold on a public or registered stock exchange within the United States. At the discretion of the Board, investments may be made in mutual funds and exchange traded funds whose assets consist of such domestic equities.

International Equity

Investments may include equity investments provided the equity is a common or preferred stock of a foreign corporation provided (a) the resident country of the corporation has an operative financial exchange or over-the-counter market, a convertible currency, and a political, economic and investment structure which facilitates the availability of securities to foreign investors, and (b) the ownership of such shares are represented by American Depository Receipts (ADR) sold on a public or registered stock exchange within the United States. At the discretion of the Board and Investment Managers, investments in foreign corporations may be made in dollar-denominated mutual funds and exchange traded funds whose assets consist of such foreign equities.

Domestic Fixed Income

SCERS' funds may be invested in debt securities, including convertible bonds, issued by a solvent domestic corporation or by local, state or federal governments, political subdivisions, or public agencies, including, without limitation, the City of Sacramento and Sacramento Redevelopment Agency through the City of Sacramento Financing Authority.

International Fixed Income

SCERS' funds may be invested in investment grade foreign debt securities issued by a solvent foreign corporation or by foreign sovereignties. At the discretion of the Investment Managers, investments in the debt of foreign corporations may be made in individual issues, dollar-denominated mutual funds and/or exchange traded funds whose assets consist of such foreign debt securities.

SECURITIES LENDING

The Board may engage in a securities lending program to provide the System with an opportunity to earn incremental income and offset administrative expenses. The program may be managed by the custodian (see Section VII.B), and/or a qualified third-party securities lending agent. The lending program should remain transparent to the Board and should not impede the SCERS investment program.

The securities lending program consists of two separate functions. The first function is the lending of SCERS' eligible portfolio securities (domestic and international equities and bonds) to approved and qualified borrowers through an agent, subject to the terms and conditions specified in SCERS' securities lending contract. Domestic loans must have a minimum initial collateralization level of 102% and international loans must have an initial collateralization level of at least 105%.

The second function is the reinvestment of cash proceeds generated by the lending of SCERS' portfolio securities. This function is an investment management function, and as a result is governed by the same prudent person rules employed by the Board and its Investment Manager. Accordingly, the investment of cash collateral shall be in securities permitted by the Board as satisfying the prudent person standard. Cash and non-cash collateral may be invested in commingled funds or in separately managed accounts.

OPTION STRATEGIES

Utilization of options is allowed as a prudent way to take advantage of certain market dynamics in order to increase the overall returns of the investment portfolio without incurring undue risk, and/or to protect positions in a declining market. By Board Resolution 09-003, dated October 26, 2009, the Board has authorized the writing and selling of call options on existing security positions and the purchase of put options to protect existing security positions. Pursuant to Resolution 09-003, the following limitations are placed on the use of such authorized options: (1) The fair market value of securities underlying existing and proposed option contracts may not exceed 30 percent of the market value of the investment portfolio measured at the time each new option contract is evaluated, and (2) the time from the inception of an option position to its expiration date shall not exceed 90 days.

REAL ESTATE MORTGAGES

SCERS' funds may be lent to owners of real property provided the Board is satisfied with the credit worthiness of the borrower, the attributes of the real property, the suitability of the loan-to-value ratio, the interest rate on the loan, the reliability of the source of debt service funds, among other factors bearing on the desirability of the loan. No loans shall be made unless it is secured by a first position deed of trust, junior only to taxes and assessments entitled to priority by state statute, and supported by appropriate title insurance.

VI. AUTHORIZED FINANCIAL INSTUTITIONS, DEPOSITORIES, BROKER/DEALERS

SELECTION

Financial institutions and depositories involved in implementing the Board's investment activities are selected on a competitive basis in order to obtain high quality services by reliable, reputable and stable entities. The competitive process may be formal or informal, as determined by the Board in its discretion, with the objective of obtaining the quality of services necessary to serve the best interests of SCERS and its members, with services performed at competitive fees and rates.

Among the factors that the Board may consider in obtaining such services are (i) minimum qualifications pertaining to capacity, satisfaction of requirements to conduct required business, i.e. licenses, permits, registrations, certifications, etc.; (ii) capitalization; (iii) insurance and bonding; (iv) safekeeping and custodial experience; (v) status in good standing; (vi) ability and capacity of the firm to provide a full range of services as may be required by the Board; (vii) extent of the value added by an entity over the services provided by firms then-providing investment-related services to the Board; and (viii) other attributes as may be determined by the Board from time to time. The Board may determine the number and nature of firms to be retained to provide investment-related services based upon the volume of existing and projected investment work. Those firms that are selected to execute transactions on behalf of the System shall do so in a good faith manner and in the best interests of the System, and shall disclose to and advise the Board of material facts that bear upon the pricing of a given transaction order given by investment officers.

In lieu of conducting its own competitive process for the selection of supporting financial institutions, the Board may utilize the custodians, banks, brokers, dealers and other financial institutions utilized by the City in the management and investment of its funds. Such institutions must be duly selected and approved by the City Council. Prior to engaging any City-approved institution, the Board must be satisfied with the selection process used by the City.

PERFORMANCE REVIEW

All financial institutions and depositories shall maintain the qualifications and attributes deemed appropriate by the Board, including, but not limited to those enumerated in subsection A above, and shall perform their duties in a satisfactory manner. The Board, in its discretion, shall conduct periodic performance reviews to ensure the institutions and depositories are providing services in the best interests of the System.

VII. SAFEKEEPING AND CUSTODY

DELIVERY VS. PAYMENT

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

CUSTODY OF SYSTEM ASSETS

SCERS shall contract to utilize the services of a master custodian that shall transfer assets to and from the System's funds as directed by the Board and/or the Investment Managers. Also, the custodian shall settle purchases and sales of securities, collect income, and disperse funds for approved expenditures or investments. Other services provided by the custodian include, but are not limited to, cash management, portfolio transition services, securities lending services, compliance monitoring services and information/accounting services. The inventory and value of cash and securities held by the custodian will be reconciled on a daily basis. The custodial institution shall annually provide a copy of their most recent report on internal controls in accordance with Statement on Standards of Attestation Engagements, No. 16 (SSAE No. 16).

INTERNAL CONTROLS

The Investment Managers shall establish and maintain an internal control structure designed to guide the activities of investment officers to ensure that the assets of the System are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management. The internal controls structure shall address the following points:

- Prevention of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers

- Development of a wire transfer agreement with the lead bank and third-party custodian

VIII. REPORTING

INVESTMENT REPORTS

The Investment Manager shall present to the Board monthly investment transaction reports and quarterly performance reports.

MARKING TO MARKET

For purposes of preparation of the investment reports, the market value of the portfolio shall be calculated.

IX. POLICY CONSIDERATIONS

ETHICS AND CONFLICTS OF INTEREST

Board members, the Investment Manager, and all other persons materially involved in the selection of investments (collectively, “Involved Persons”) shall refrain from personal business activity that could conflict with the proper execution and management of the SCERS investment program, or that could impair their ability to make impartial decisions. All Involved Persons shall disclose any material interests in financial institutions with which they conduct business or invest in. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. All Involved Persons shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the System.

All Involved Persons shall file State Fair Political Practices Commission’s Statement of Economic Interests and make the disclosures required by the City’s conflict of interest policies.

EXEMPTION

Any investment held at the time these policies are duly adopted that does not meet the guidelines of this policy shall be exempted from the requirements of this policy, provided that as soon as practicable the Board and its Investment Manager shall take appropriate steps to address non-compliant investments in the best interest of the System. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

AMENDMENTS

This policy shall be reviewed annually by the Board. The Investment Managers may recommend changes to the Board for its consideration. Any changes adopted by the Board must be approved by the City Council.

CITY COUNCIL CONSIDERATION OF INVESTMENT POLICY

This policy shall be reviewed and approved by the City Council pursuant to Section 383 of the Charter.

05

City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01052

Title: Ordinance Relating to State Mandated Water Efficient Landscape Requirements (Noticed 11/6/2015; Passed for Publication 11/17/2015; Published 11/20/2015)

Location: Citywide

Recommendation: Pass an Ordinance repealing and reenacting Chapter 15.92 of Title 15 of the Sacramento City Code relating to Water Efficient Landscape Requirements.

Contact: Helen Selph, Associate Planner, (916) 808-7852, Community Development Department

Presenter: None

Department: Community Development Dept

Division: Long Range Planning

Dept ID: 21001222

Attachments:

1-Description/Analysis

2-Background - DWR Summary

3-Ordinance (Clean)

4-Ordinance (Redline)

City Attorney Review

Approved as to Form
Kourtney Burdick
11/13/2015 3:46:45 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 11/10/2015 4:56:36 PM

Description/Analysis

Issue Detail: On April 1, 2015, Governor Brown issued an Executive Order (EO B-29-15), directing the Department of Water Resources (DWR) to update the State's Model Water Efficient Landscape Ordinance (MWELO) through expedited regulation. The California Water Commission approved the revised MWELO on July 15, 2015. The Background summarizes the MWELO.

Local agencies (cities and counties) have until December 1, 2015, to adopt the MWELO or adopt their own ordinance, which must be at least as effective in conserving water as the MWELO. If local agencies do not take action by December 1, 2015, the MWELO becomes effective by default.

The City's Water Efficient Landscape Requirements (Chapter 15.92 of the Sacramento City Code), applies primarily to new landscapes in development projects. The Water Efficient Landscape Requirements were added to the City Code in 1992 in response to the Water Conservation in Landscaping Act, California Government Code, Sections 65591 et seq., and were later updated in 2009 to comply with a State-mandated update. DWR is now requiring another update. The draft Ordinance (Attachment 3) is essentially a reformatted version of the MWELO.

The most significant change in this recent update is that it will lower the size threshold for landscapes associated with new development projects that are subject to the ordinance. The previous size threshold ranged from 2,500 square feet to 5,000 square feet. The new threshold will include landscape areas as small as 500 square feet. This will require nearly every residential, commercial, industrial, and institutional new development project that requires a permit, plan check, or design review to undergo a comprehensive review of landscape plans at the time of building permit plan check.

Another significant change is that the update adds an annual reporting requirement for the City, the first of which is due December 31, 2015.

This update will also incorporate the following required changes to regulations for new and rehabilitated landscapes:

- Reduce "water budget" allowance for landscapes;
- Increase requirements for more efficient irrigation systems;
- Prohibit high water use plants, such as cool season turf, in median strips;
- Improve measures for onsite stormwater capture, such as improving soil friability;
- Provide incentives for graywater usage; and
- Create a new "prescriptive measures compliance option" for landscapes under 2,500 square feet.

Policy Considerations: The 2035 General Plan includes the following policy related to water-efficient landscapes in new development:

- **U 2.1.15 Landscaping.** The City shall continue to require the use of water-efficient and river-friendly landscaping in all new development, and shall use water conservation gardens (e.g.,

Glen Ellen Water Conservation Office) to demonstrate and promote water conserving landscapes.

Economic Impacts: None.

Environmental Considerations: The proposed ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA), consistent with section 15061(b)(3) of the CEQA guidelines. Under this section, where 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: The proposed ordinance is consistent with the City's sustainability goals because it will reduce water use in new residential landscapes by 20% and new commercial landscapes by 35% and will increase onsite storm-water capture.

Commission/Committee Action: On 11/10/15 the Law and Legislation Committee passed a motion approving and forwarding to City Council an ordinance repealing and adding Chapter 15.92 of the Sacramento City Code relating to Water Efficient Landscape Requirements.

Rationale for Recommendation: The DWR requires local agencies to update their Water Efficient Landscape Ordinances by December 1, 2015, in response to the severe drought that is affecting California. This recommendation is supported by the City's existing water conservation and sustainability policies.

Financial Considerations: Not applicable.

Local Business Enterprise (LBE): Not applicable.

Department of Water Resources

Model Water Efficient Landscape Ordinance: 2015 Revision

Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) directed DWR to update the State's Model Water Efficient Landscape Ordinance (Ordinance) through expedited regulation. The California Water Commission approved the revised Ordinance on July 15, 2015.

Which Projects are Subject to the Ordinance?

New development projects that include landscape areas of 500 sq. ft. or more are subject to the Ordinance. This applies to residential, commercial, industrial and institutional projects that require a permit, plan check or design review. The previous landscape size threshold for new development projects ranged from 2500 sq. ft. to 5000 sq. ft.

The size threshold for existing landscapes that are being rehabilitated has not changed, remaining at 2500 sq. ft. Only rehabilitated landscapes that are associated with a building or landscape permit, plan check, or design review are subject to the Ordinance.

When Does the Ordinance Go into Effect?

Local agencies (cities and counties) have until December 1, 2015 to adopt the Ordinance or adopt their own ordinance, which must be at least as effective in conserving water as the State's Ordinance. Local agencies working together to develop a regional ordinance have until February 1, 2016 to adopt, but they are still subject to the December 2015 reporting requirements (see *Reporting Requirements* below). If a local agency does not take action on a water efficient landscape ordinance by the specified dates, the State's Ordinance becomes effective by default.

What are the Significant Revisions?

More Efficient Irrigation Systems

- Dedicated landscape water meters or submeters are required for residential landscapes over 5000 sq. ft. and non-residential landscapes over 1000 sq. ft.
- Irrigation systems are required to have pressure regulators and master shut-off valves.
- All irrigation emission devices must meet the national standard stated in the Ordinance to ensure that only high efficiency sprinklers are installed.
- Flow sensors that detect and report high flow conditions due to broken pipes and/or popped sprinkler heads are required for landscape areas greater than 5000 sq. ft.
- The minimum width of areas that can be overhead irrigated was changed from 8 feet to 10 feet; areas less than 10 feet wide must be irrigated with subsurface drip or other technology that produces no over spray or runoff.

Incentives for Graywater Usage

Landscapes under 2500 sq. ft. that are irrigated entirely with graywater or captured rainwater are subject only to the irrigation system requirements of Appendix D, Prescriptive Compliance Option.

Improvements in Onsite Stormwater Capture

Friable soil is required in planted areas to maximize water retention and infiltration. Four yards of compost per 1000 sq. ft. of area must be incorporated. Other recommended measures for increasing onsite stormwater retention are listed in the Ordinance.

Limiting the Portion of Landscapes that can be Planted with High Water Use Plants

The maximum amount of water that can be applied to a landscape is reduced from 70% of the reference evapotranspiration (ETo) to 55% for residential landscape projects, and to 45% of ETo for non-residential projects. This water allowance reduces the landscape area that can be planted with high water use plants such as cool season turf. For residential projects, the coverage of high water use plants is reduced from 33% to 25% of the landscaped area. In non-residential landscapes, planting with high water use plants is not feasible. However, unchanged in the Ordinance is the extra water allowance made for non-residential areas when used for specific functional areas, such as recreation and edible gardens. Extra water allowance is also made for landscapes irrigated with recycled water, as was the case in the previous ordinance.

The irrigation efficiency of devices used to irrigate landscapes is one of the factors that goes into determining the maximum amount of water allowed. Rather than having one default irrigation efficiency for the entire site, the revised Ordinance allows the irrigation efficiency to be entered for each area of the landscape. The site-wide irrigation efficiency of the previous ordinance was 0.71; the revised Ordinance defines the irrigation efficiency of drip as 0.81 and that of overhead spray as 0.75.

Median strips cannot be landscaped with high water use plants, precluding the use of cool season turf. Also because of the requirement to irrigate areas less than ten feet wide with subsurface irrigation or other means that produces no runoff or overspray, the use of cool season turf in parkways is limited.

Reporting Requirements

All local agencies will report on the implementation and enforcement of their ordinances to DWR by December 31, 2015. Local agencies developing a regional ordinance will report on their adopted regional ordinance by March 1, 2016. Reporting for all agencies will be due by January 31st of each year thereafter.

Prescriptive Checklist Option for Landscapes under 2500 sq. ft.

Projects with landscape areas under 2500 sq. feet may comply with the performance requirements of the Ordinance or conform to the prescriptive measures contained in Appendix D. Many will find that the Appendix D checklist simplifies compliance.

How Much Water Will Be Saved?

DWR estimates that a typical California landscape will use 12,000 gallons less a year, or 20 percent less than allowed by the 2009 ordinance. Commercial landscapes will cut water use by 35%. Over the next three years, it is predicted that 472,000 new homes associated with 20,000 acres of landscape will be built in California. With proper implementation and enforcement by local agencies, the Ordinance will lead to substantial water savings.

How Can I Get Additional Assistance?

In Fall 2015, DWR will release a guidance document to accompany the Ordinance. Training workshops for local agency staff and landscape professionals will be held throughout the State.

Contact Information:

Julie Saare-Edmonds, DWR Senior Environmental Scientist at Julie.Saare-Edmonds@water.ca.gov or (916) 651-9676

Updated 7/31/15

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE REPEALING AND ADDING CHAPTER 15.92 OF THE SACRAMENTO CITY CODE, RELATING TO WATER EFFICIENT LANDSCAPE REQUIREMENTS

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

SECTION 1.

Chapter 15.92 of the Sacramento City Code is repealed.

SECTION 2.

Chapter 15.92 is added to the Sacramento City Code to read as follows:

Chapter 15.92 WATER EFFICIENT LANDSCAPE REQUIREMENTS

15.92.010 Purpose.

A. On April 1, 2015, Governor Jerry Brown issued Executive Order No. B-29-15 directing the California Department of Water Resources to update the state's model water efficient landscape ordinance. Local agencies, consistent with the Department's regulations and the Water Conservation in Landscaping Act (California Government Code sections 65591 et seq.), must, by December 1, 2015, adopt the model ordinance (as set forth in chapter 2.7 of division 2 of title 23 of the California Code of Regulations) or a water efficient landscape ordinance that is, based on evidence in the record, at least as effective in conserving water as the model ordinance.

B. The Legislature, in the Water Conservation in Landscaping Act, has made the following findings:

1. The waters of the state are of limited supply and are subject to ever increasing demands;

2. The continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;

3. It is the policy of the state to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;

4. Landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;

5. Landscape design, installation, maintenance and management can and should be water efficient; and

6. Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not extend to waste or unreasonable method of use.

C. Consistent with these legislative findings, the purpose of this chapter is to comply with the Water Conservation in Landscaping Act by adopting an ordinance based on the provisions of the updated model water efficient landscape ordinance issued by the California Department of Water Resources, that:

1. Promotes the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;

2. Establishes a structure for planning, designing, installing, maintaining, and managing water efficient landscapes in new construction and rehabilitated landscape projects;

3. Establishes provisions for water management practices and water waste prevention for existing landscapes over one acre in size;

4. Promotes water efficiency by setting a maximum applied water allowance as an upper limit for water use and reducing water use to the lowest practical amount; and

5. Is consistent with landscape ordinances of neighboring local and regional agencies.

15.92.020 Applicability.

A. This chapter applies to all of the following landscape projects:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check, plan review, or design review;

2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, plan review, or design review;

3. Existing landscapes as described in section 15.92.220; and

4. Cemeteries. Recognizing the special landscape management needs of cemeteries, regulation of new and rehabilitated cemeteries is limited to sections 15.92.080, 15.92.150, and 15.92.160; and regulation of existing cemeteries is limited to section 15.92.220.

B. Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this chapter or conform to the prescriptive measures contained in Appendix D.

C. For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel's landscape water requirement (estimated total water use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix D section (5).

D. This chapter does not apply to:

1. Registered local, state, or federal historical sites;

2. Ecological restoration projects that do not require a permanent irrigation system;

3. Mined-land reclamation projects that do not require a permanent irrigation system; or

4. Existing plant collections, as part of botanical gardens and arboretums open to the public.

15.92.030 Fee.

A landscape documentation package application fee, to pay the City's administrative costs to process the application, is established and imposed pursuant to the terms of this chapter. The city council shall establish the fee amount by resolution.

15.92.040 Definitions.

As used in this chapter:

“Appendix A” means Appendix A, Reference Evapotranspiration (ETo) Table, set out at the end of this chapter.

“Appendix B” means Appendix B, Sample Water Efficient Landscape Worksheet, set out at the end of this chapter.

“Appendix C” means Appendix C, Sample Certificate of Completion, set out at the end of this chapter.

“Appendix D” means Appendix D, Prescriptive Compliance Option, set out at the end of this chapter.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certificate of completion” means the document required under section 15.92.090.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code section 4100.

"Compost" means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

"Conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year.

"Director" means the chief building official.

"Distribution uniformity" means the measure of the uniformity of irrigation water over a defined area.

"Drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

"Ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

"Effective precipitation" or "usable rainfall" (Eppt) means the portion of total precipitation that becomes available for plant growth.

"Emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.

"Established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

"Establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

"Estimated total water use" (ETWU) means the total water used for the landscape as described in section 15.92.080.

"Evapotranspiration adjustment factor" (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel modification plan guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

“Graywater" means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

“Hardscapes” means any durable material (pervious and non-pervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or

emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency "WaterSense" labeled auditing program.

"Irrigation efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this chapter are 0.75 for overhead spray devices and 0.81 for drip systems.

"Irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

"Irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

"Landscape architect" means a person who holds a license to practice landscape architecture in the State of California under Business and Professions Code section 5615.

"Landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the maximum applied water allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

"Landscape contractor" means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

"Landscape documentation package" means the documents required under section 15.92.070.

"Landscape project" means total area of landscape in a project as defined in "landscape area."

"Landscape water meter" means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

"Lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

"Local water purveyor" means the City of Sacramento, or any other public or private entity that provides retail water service.

"Low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

"Main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.

"Master shut-off valve" is an automatic valve installed at the irrigation supply point that controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

"Maximum applied water allowance" (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in section 15.92.080. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The estimated total water use shall not exceed the maximum applied water allowance. Special landscape areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)].

"Median" is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

"Microclimate" means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

"Mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

"Mulch" means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

"New construction" means, for the purposes of this chapter, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

"Non-residential landscape" means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

"Operating pressure" means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

"Overhead sprinkler irrigation systems" or "overhead spray irrigation systems" means systems that deliver water through the air (e.g., spray heads and rotors).

"Overspray" means the irrigation water that is delivered beyond the target area.

"Parkway" means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

"Permit" means an authorizing document issued for new construction or rehabilitated landscapes.

"Pervious" means any surface or material that allows the passage of water through the material and into the underlying soil.

"Plant factor" or "plant water use factor" is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this chapter, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this chapter are derived from the publication "Water Use Classification of Landscape Species." Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources.

"Project applicant" means the individual or entity submitting a landscape documentation package required under section 15.92.070 to request a permit, plan check, plan review, or design review from the city. A project applicant may be the property owner or his or her designee.

"Rain sensor" or "rain sensing shutoff device" means a component that automatically suspends an irrigation event when it rains.

“Record drawing” or “as-builts” means a set of reproducible drawings that show significant changes in the work made during construction and that are usually based on drawings marked up in the field and other data furnished by the contractor.

“Recreational area” means areas, excluding private single family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

“Recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters that affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the maximum applied water allowances so that regional differences in climate can be accommodated.

“Rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, plan review, or design review, meets the requirements of section 15.92.020, and the modified landscape area is equal to or greater than 2,500 square feet.

“Residential landscape” means landscapes surrounding single or multifamily homes.

“Run off” means water that is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Special landscape area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

“Sprinkler head” or “spray head” means a device that delivers water through a nozzle.

"Static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.

"Station" means an area served by one valve or by a set of valves that operate simultaneously.

"Swing joint" means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

"Submeter" means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

"Turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

"Valve" means a device used to control the flow of water in the irrigation system.

"Water conserving plant species" means a plant species identified as having a very low or low plant factor.

"Water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

"Watering window" means the time of day irrigation is allowed.

"WUCOLS" means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources, 2014.

15.92.050 Landscape documentation package—Required.

No person shall construct or install a new landscape project or rehabilitated landscape project unless a landscape documentation package for the project has been approved by the director.

15.92.060 Landscape documentation package—Submittal—Action by director.

A. Prior to construction of a landscape project, the project applicant shall submit a completed landscape documentation package to the director.

B. Prior to construction of a landscape project, the director shall:

1. Provide the project applicant with the procedures for permits, plan checks, plan reviews, or design reviews;

2. Review the landscape documentation package submitted by the project applicant;

3. Approve or deny the landscape documentation package;

4. Issue a permit or approve the plan check, plan review, or design review for the project applicant; and

5. Upon approval of the landscape documentation package, submit a copy of the water efficient landscape worksheet to the local water purveyor.

C. Upon approval of the landscape documentation package by the director, the project applicant shall:

1. Receive a permit or approval of the plan check, plan review, or design review and record the date of the permit in the certificate of completion;

2. Submit a copy of the approved landscape documentation package along with the record drawings, and any other information to the property owner or designee; and

3. Submit a copy of the water efficient landscape worksheet to the local water purveyor.

15.92.070 Landscape documentation package—Application—Contents— Fee.

A. The landscape documentation package shall include the following six elements:

1. The following project information:

a. Date of application;

b. Project applicant;

c. Project address (if available, parcel and/or lot number(s));

d. Total landscape area (square feet);

e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

f. Water supply type (e.g., potable, recycled, private well) and the local water purveyor if the applicant is not served by a private well;

g. Checklist of all documents in landscape documentation package;

h. Project contacts to include contact information for the project applicant and property owner; and

i. Applicant signature and date with statement: "I agree to comply with the requirements of Sacramento City Code Chapter 15.92 and submit a complete landscape documentation package."

2. The project's water efficient landscape worksheet, including the:

a. Hydrozone information table; and

b. Water budget calculations, including:

i. The maximum applied water allowance (MAWA), and

ii. The estimated total water use (ETWU);

3. A soil management report;

4. A landscape design plan;

5. An irrigation design plan; and

6. A grading design plan.

B. The package shall be accompanied by payment of the nonrefundable landscape document package application fee.

15.92.080 Water efficient landscape worksheet.

A. A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix B, that contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the ETAF for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of special landscape areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The maximum applied water allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The ETWU is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

1. In calculating the maximum applied water allowance and estimated total water use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A.

B. Water budget calculations shall adhere to the following requirements:

1. The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources. The plant factor ranges from 0 to 0.1 for very low water using plants, from 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

2. All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

3. All special landscape areas shall be identified and their water use calculated as shown in Appendix B.

4. ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0.

15.92.090 Soil management report.

To reduce runoff and encourage healthy plant growth, the project applicant, or the project applicant's designee, shall complete, submit, and implement a soil management report as provided in this section.

A. Submit soil samples to a laboratory for analysis and recommendations, in accordance with the following:

1. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

2. The soil analysis shall include:

a. Soil texture;

b. Infiltration rate determined by laboratory test or soil texture infiltration rate table;

c. pH;

d. Total soluble salts;

e. Sodium;

f. Percent organic matter; and

g. Recommendations.

3. In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

B. The project applicant, or the project applicant's designee, shall comply with one of the following:

1. If significant mass grading is not planned, the soil analysis report shall be submitted to the city as part of the landscape documentation package; or

2. If significant mass grading is planned, the soil analysis report shall be submitted to the city as part of the certificate of completion.

C. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

D. The project applicant, or the project applicant's designee, shall submit documentation verifying implementation of soil analysis report recommendations to the city with the certificate of completion.

15.92.100 Landscape design plan.

A. For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the

following design criteria shall be submitted as part of the landscape documentation package.

1. Plant Material

a. Any plant may be selected for the landscape, providing the estimated total water use in the landscape area does not exceed the maximum applied water allowance. Methods to achieve water efficiency shall include one or more of the following:

i. Protection and preservation of native species and natural vegetation;

ii. Selection of water-conserving plant, tree, and turf species, especially local native plants;

iii. Selection of plants based on local climate suitability, disease and pest resistance;

iv. Selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and selection of plants from local and regional landscape program plant lists.

v. Selection of plants from local fuel modification plan guidelines.

b. Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in section 15.92.110.A.2.d.

c. Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:

i. Use the Sunset Western Climate Zone System, that takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

ii. Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, power lines); allow for adequate soil volume for healthy root growth; and

iii. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

d. Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means one foot of vertical elevation change for every four feet of horizontal length (rise divided by run x 100 = slope percent).

e. High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

f. A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required under California Public Resources Code section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches.

g. The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.

h. The architectural guidelines of a common interest development shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

2. Water Features

a. Recirculating water systems shall be used for water features.

b. Where available, recycled water shall be used as a source for decorative water features.

c. Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

d. Pool and spa covers are highly recommended.

3. Soil Preparation, Mulch, and Amendments

a. Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

b. Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see section 15.92.090).

c. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six

inches into the soil. Soils with greater than six percent organic matter in the top six inches of soil are exempt from adding compost and tilling.

d. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to five percent of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

e. Stabilizing mulching products shall be used on slopes that meet current engineering standards.

f. The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

g. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other provisions of the city code.

B. The landscape design plan, at a minimum, shall:

1. Delineate and label each hydrozone by number, letter, or other method;

2. Identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;

3. Identify recreational areas;

4. Identify areas permanently and solely dedicated to edible plants;

5. Identify areas irrigated with recycled water;

6. Identify type of mulch and application depth;

7. Identify soil amendments, type, and quantity;

8. Identify type and surface area of water features;

9. Identify hardscapes (pervious and non-pervious);

10. Identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to chapter 13.16 (stormwater management and discharge control) and the Central Valley Regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in section 15.92.200.

11. Identify any applicable rain harvesting or catchment technologies as discussed in section 15.92.200 and their 24-hour retention or infiltration capacity;

12. Identify any applicable graywater discharge piping, system components and areas of distribution;

13. Contain the following statement: "I have complied with the criteria of Sacramento City Code Chapter 15.92 and applied them for the efficient use of water in the landscape design plan"; and

14. Bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, section 832.27 of title 16 of the California Code of Regulations, and section 6721 of the California Food and Agriculture Code.)

15.92.110 Irrigation design plan.

A. This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the landscape documentation package.

1. Irrigation System

a. Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 square feet but not more than 5,000 square feet (the level at which California Water Code section 535 applies) and residential irrigated landscapes of 5,000 square feet or greater. A landscape water meter may be either:

i. A customer service meter dedicated to landscape use provided by the local water purveyor; or

ii. A privately owned meter or submeter.

b. Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.

c. If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

i. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

ii. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

d. Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

e. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

f. Backflow prevention devices approved by the director and in compliance with section 13.04.240 of this code shall be required to protect the water supply from contamination by the irrigation system.

g. Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5,000 square feet or larger.

h. Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.

i. The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

j. Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

k. The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

l. The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in section 15.92.080 regarding the maximum applied water allowance.

m. All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

n. The project applicant shall consult with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

o. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

p. Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

q. Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

r. Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.

s. Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

t. Areas less than ten feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

u. Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

i. The landscape area is adjacent to permeable surfacing and no runoff occurs; or

ii. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or

iii. The irrigation designer specifies an alternative design or technology, as part of the landscape documentation package and clearly demonstrates strict adherence to irrigation system design criteria in section 15.92.110.A.1.i. Prevention of overspray and runoff must be confirmed during the irrigation audit.

v. Slopes greater than 25% shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the landscape documentation package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

1. Hydrozone

a. Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

b. Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

c. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

d. Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

i. The plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

ii. The plant factor of the higher water using plant is used for calculations.

e. Individual hydrozones that mix high and low water use plants shall not be permitted.

f. On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B, Section A). This table can also assist with the irrigation audit and programming the controller.

B. The irrigation design plan, at a minimum, shall contain:

1. The location and size of separate water meters for landscape;

2. The location, type, and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

3. The static water pressure at the point of connection to the public water supply;

4. The flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

5. The recycled water irrigation systems as specified in section 15.92.180;

6. The following statement: “I have complied with the criteria of Chapter 15.92 of the Sacramento City Code and applied them accordingly for the efficient use of water in the irrigation design plan”; and

7. The signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, section 832.27 of title 16 of the California Code of Regulations, and section 6721 of the California Food and Agricultural Code.)

15.92.120 Grading design plan.

A. For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as

part of the landscape documentation package. A grading plan prepared by a civil engineer that meets the minimum criteria specified in this section and submitted pursuant to chapter 15.88 (grading, erosion, and sediment control) satisfies this requirement.

1. The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

a. Height of graded slopes;

b. Drainage patterns;

c. Pad elevations;

d. Finish grade; and

e. Stormwater retention improvements, if applicable.

2. The grading design plan shall contain the following statement: “I have complied with the criteria of Sacramento City Code Chapter 15.92 and applied them accordingly for the efficient use of water in the grading design plan” and shall bear the signature of a licensed professional as authorized by law.

B. The project applicant shall comply with any additional requirements specified in chapter 15.88 and any regulations or other requirements adopted to implement or administer chapter 15.88.

15.92.130 Certificate of completion.

A. A certificate of completion in substantial conformance with Appendix C shall include the following six elements:

1. Project information sheet that contains:

a. Date;

b. Project name;

c. Project applicant name, telephone, and mailing address;

d. Project address and location; and

e. Property owner name, telephone, and mailing address;

2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved landscape documentation package;

a. Where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;

b. A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.

3. The irrigation scheduling parameters used to set the controller (see section 15.92.140);

4. The landscape and irrigation maintenance schedule (see section 15.92.150);

5. The irrigation audit report (see section 15.92.160); and

6. The soil analysis report (if not submitted with the landscape documentation package) and documentation verifying implementation of soil report recommendations (see section 15.92.090).

B. The project applicant shall:

1. Submit the signed certificate of completion to the city for review; and

2. Ensure that copies of the approved certificate of completion are submitted to the local water purveyor and property owner or his or her designee.

C. The director shall approve or deny the certificate of completion. If the certificate of completion is denied, the director shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

15.92.140 Irrigation scheduling.

A. For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

1. Irrigation scheduling shall be regulated by automatic irrigation controllers.

2. Overhead irrigation shall be scheduled in accordance with the requirements of article XI of chapter 13.04 (outdoor water conservation).

3. For implementation of the irrigation schedule, particular attention shall be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the ETWU. Total annual applied water shall be less than or equal to the MAWA. Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data or soil moisture sensor data.

4. Parameters used to set the automatic controller shall be developed and submitted with the certificate of completion for each of the following:

a. The plant establishment period;

b. The established landscape; and

c. Temporarily irrigated areas.

5. Each irrigation schedule shall consider for each station all of the following that apply:

a. Irrigation interval (days between irrigation);

b. Irrigation run times (hours or minutes per irrigation event to avoid runoff);

c. Number of cycle starts required for each irrigation event to avoid runoff;

d. Amount of applied water scheduled to be applied on a monthly basis;

e. Application rate setting;

f. Root depth setting;

g. Plant type setting;

h. Soil type;

i. Slope factor setting;

j. Shade factor setting; and

k. Irrigation uniformity or efficiency setting.

15.92.150 Landscape and irrigation maintenance schedule.

A. Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the certificate of completion.

B. A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost; replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

C. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

D. A project applicant is encouraged to implement established landscape industry sustainable best practices for all landscape maintenance activities.

15.92.160 Irrigation audit, irrigation survey, and irrigation water use analysis.

A. All landscape irrigation audits shall be conducted by a city landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

B. In large projects or projects with multiple landscape installations (i.e. production home developments), an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

C. For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in section 15.92.020:

1. The project applicant shall submit an irrigation audit report with the certificate of completion to the city that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;

2. The director shall develop and administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the maximum applied water allowance.

15.92.170 Irrigation efficiency.

For the purpose of determining estimated total water use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

15.92.180 Recycled water.

A. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.

B. All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and state laws.

C. Landscapes using recycled water are considered special landscape areas. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0.

15.92.190 Graywater systems.

Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to chapters 16 and 16A of part 5 of the California Code of Regulations.

15.92.200 Stormwater management and rainwater retention.

A. Stormwater management practices minimize runoff and increase infiltration, which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

B. Project applicants shall comply with all applicable provisions of chapter 13.16 of this code and any regulations or other requirements adopted to implement or administer chapter 13.16.

C. All planted landscape areas are required to have friable soil to maximize water retention and infiltration as required by section 15.92.100.A.3.

D. It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: (1) the one inch, 24-hour rain event; or (2) the 85th percentile, 24-hour rain event, or additional capacity as required by any applicable local, regional, state, or federal regulation.

E. It is recommended that stormwater projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

1. Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.

2. Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.

3. Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.

4. Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.

5. Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.

6. Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.

7. Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

15.92.210 Model homes.

All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this chapter.

A. Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed in accordance with this chapter; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

B. Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

15.92.220 Provisions for existing landscapes.

A. This section applies to existing landscapes over one acre in size that were installed before December 1, 2015.

B. For existing landscapes that have metered water service, the city may conduct or may require the property owner to provide irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the MAWA for existing landscapes. The MAWA for existing landscapes shall be calculated as: MAWA = (0.8) (ETo)(LA)(0.62).

C. For existing landscapes that do not have metered water service, the city may conduct or may require the property owner to provide irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary to prevent water waste.

D. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

15.92.230 Effective precipitation.

The director may consider effective precipitation (25% of annual precipitation) in tracking water use and may use the following equations to calculate maximum applied water allowance:

A. For residential areas: MAWA= (ETo - Eppt) (0.62) [(0.55 x LA) + (0.45 x SLA)]; or

B. For non-residential areas: MAWA= (ETo-EPPT) (0.62) [(0.45 x LA) + (0.55 x SLA)].

15.92 Appendix A. Reference evapotranspiration (ETo) table.

City of Sacramento	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	.9

15.92 Appendix B. Sample water efficient landscape worksheet.

WATER EFFICIENT LANDSCAPE WORKSHEET
This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) _____

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
			ETWU Total				
			Maximum Allowed Water Allowance (MAWA)[e]				

[a]***Hydrozone #/Planting Description***
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

[b]***Irrigation Method***
overhead spray or drip

[c]***Irrigation Efficiency***
0.75 for spray head
0.81 for drip

[d]***ETWU* (Annual Gallons Required)**
= *Eto x 0.62 x ETAF x Area*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e]***MAWA (Annual Gallons Allowed) = (****Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations
Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	B ÷ A

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	(B+D) ÷ (A+C)

15.92 Appendix C. Sample certificate of completion.

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address		Parcel, tract or lot number, if available.
City		Latitude/Longitude (optional)
State	Zip Code	

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see

that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

_____

Property Owner Signature Date

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the city_____
2. Date the Landscape Documentation Package was approved by the city_____
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor_____

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the Chapter 15.92 of the Sacramento City Code and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule the controller per section 15.92.140 of the Sacramento City Code.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance per section 15.92.150 of the Sacramento City Code.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per section 15.92.160 of the Sacramento City Code.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per section 15.92.090 of the Sacramento City Code.

Attach documentation verifying implementation of recommendations from soil analysis report per section 15.92.090 of the Sacramento City Code.

15.92 Appendix D. Prescriptive compliance option.

A. In accordance with section 15.92.020.B, this appendix contains the prescriptive measures that a project may comply with as an alternative to complying with the other provisions of this chapter.

B. Compliance with the following is mandatory and must be documented on a landscape plan to use the prescriptive compliance option:

1. A landscape documentation package that includes the following elements:

a. Date;

b. Project applicant;

c. Project address (if available, parcel and/or lot number(s));

d. Total landscape area (square feet), including a breakdown of turf and plant material;

e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well;

g. Contact information for the project applicant and property owner; and

h. Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to Chapter 15.92 of the Sacramento City Code."

2. A compost rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

3. Plant material that complies with all of the following:

a. For residential areas, climate adapted plants that require occasional, little, or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water. For non-residential areas, climate adapted plants that require occasional, little, or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

b. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contra-indicated.

4. Turf that complies with all of the following:

a. Turf does not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;

b. Turf shall not be planted on sloped areas that exceed a slope of one foot vertical elevation change for every four feet of horizontal length;

c. Turf is prohibited in parkways less than ten feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

5. Irrigation systems that comply with the following:

a. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

b. Irrigation controllers shall be of a type that does not lose programming data in the event the primary power source is interrupted.

c. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

d. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

e. All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014 – "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

f. Areas less than ten feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

6. For non-residential projects with landscape areas of 1,000 square feet or more, a private submeter that measures landscape water use.

C. At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule, and a schedule of landscape and irrigation maintenance.

ORDINANCE NO.

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE REPEALING AND ADDING CHAPTER 15.92 OF THE SACRAMENTO CITY CODE, RELATING TO WATER EFFICIENT LANDSCAPE REQUIREMENTS

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

SECTION 1.

Chapter 15.92 of the Sacramento City Code is repealed.

SECTION 2.

Chapter 15.92 is added to the Sacramento City Code to read as follows:

Chapter 15.92 WATER EFFICIENT LANDSCAPE REQUIREMENTS

15.92.010 Purpose.

A. On April 1, 2015, Governor Jerry Brown issued Executive Order No. B-29-15 directing the California Department of Water Resources to update the state's model water efficient landscape ordinance. Local agencies, consistent with the Department's regulations and the Water Conservation in Landscaping Act (California Government Code sections 65591 et seq.), must, by December 1, 2015, adopt the model ordinance (as set forth in chapter 2.7 of division 2 of title 23 of the California Code of Regulations) or a water efficient landscape ordinance that is, based on evidence in the record, at least as effective in conserving water as the model ordinance.

B. The Legislature, in the Water Conservation in Landscaping Act, has made the following findings:

1. The waters of the state are of limited supply and are subject to ever increasing demands;

2. The continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;

3. It is the policy of the state to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;

4. Landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;

5. Landscape design, installation, maintenance and management can and should be water efficient; and

6. Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not extend to waste or unreasonable method of use.

C. Consistent with these legislative findings, the purpose of this chapter is to comply with the Water Conservation in Landscaping Act by adopting an ordinance based on the provisions of the updated model water efficient landscape ordinance issued by the California Department of Water Resources, that:

1. Promotes the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;

2. Establishes a structure for planning, designing, installing, maintaining, and managing water efficient landscapes in new construction and rehabilitated landscape projects;

3. Establishes provisions for water management practices and water waste prevention for existing landscapes over one acre in size;

4. Promotes water efficiency by setting a maximum applied water allowance as an upper limit for water use and reducing water use to the lowest practical amount; and

5. Is consistent with landscape ordinances of neighboring local and regional agencies.

15.92.020 Applicability.

A. This chapter applies to all of the following landscape projects:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check, plan review, or design review;

2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, plan review, or design review;

3. Existing landscapes as described in section 15.92.220; and

4. Cemeteries. Recognizing the special landscape management needs of cemeteries, regulation of new and rehabilitated cemeteries is limited to sections 15.92.080, 15.92.150, and 15.92.160; and regulation of existing cemeteries is limited to section 15.92.220.

B. Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this chapter or conform to the prescriptive measures contained in Appendix D.

C. For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel's landscape water requirement (estimated total water use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix D section (5).

D. This chapter does not apply to:

1. Registered local, state, or federal historical sites;

2. Ecological restoration projects that do not require a permanent irrigation system;

3. Mined-land reclamation projects that do not require a permanent irrigation system; or

4. Existing plant collections, as part of botanical gardens and arboretums open to the public.

15.92.030 Fee.

A landscape documentation package application fee, to pay the City's administrative costs to process the application, is established and imposed pursuant to the terms of this chapter. The city council shall establish the fee amount by resolution.

15.92.040 Definitions.

As used in this chapter:

"Appendix A" means Appendix A, Reference Evapotranspiration (ETo) Table, set out at the end of this chapter.

"Appendix B" means Appendix B, Sample Water Efficient Landscape Worksheet, set out at the end of this chapter.

"Appendix C" means Appendix C, Sample Certificate of Completion, set out at the end of this chapter.

"Appendix D" means Appendix D, Prescriptive Compliance Option, set out at the end of this chapter.

"Applied water" means the portion of water supplied by the irrigation system to the landscape.

"Automatic irrigation controller" means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

"Backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

"Certificate of completion" means the document required under section 15.92.090.

"Certified irrigation designer" means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation designer certification program and Irrigation Association's Certified Irrigation Designer program.

"Certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.

"Check valve" or "anti-drain valve" means a valve located under a sprinkler head or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

"Common interest developments" means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code section 4100.

"Compost" means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

"Conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year.

"Director" means the chief building official.

"Distribution uniformity" means the measure of the uniformity of irrigation water over a defined area.

"Drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

"Ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

"Effective precipitation" or "usable rainfall" (Eppt) means the portion of total precipitation that becomes available for plant growth.

"Emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.

"Established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

"Establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

"Estimated total water use" (ETWU) means the total water used for the landscape as described in section 15.92.080.

"Evapotranspiration adjustment factor" (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel modification plan guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

“Graywater" means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.

“Hardscapes” means any durable material (pervious and non-pervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or

emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency "WaterSense" labeled auditing program.

"Irrigation efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this chapter are 0.75 for overhead spray devices and 0.81 for drip systems.

"Irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

"Irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.

"Landscape architect" means a person who holds a license to practice landscape architecture in the State of California under Business and Professions Code section 5615.

"Landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the maximum applied water allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

"Landscape contractor" means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

"Landscape documentation package" means the documents required under section 15.92.070.

"Landscape project" means total area of landscape in a project as defined in "landscape area."

"Landscape water meter" means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

"Lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

"Local water purveyor" means the City of Sacramento, or any other public or private entity that provides retail water service.

"Low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

"Main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.

"Master shut-off valve" is an automatic valve installed at the irrigation supply point that controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

"Maximum applied water allowance" (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in section 15.92.080. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The estimated total water use shall not exceed the maximum applied water allowance. Special landscape areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)].

"Median" is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

"Microclimate" means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

"Mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

"Mulch" means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

"New construction" means, for the purposes of this chapter, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

"Non-residential landscape" means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

"Operating pressure" means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

"Overhead sprinkler irrigation systems" or "overhead spray irrigation systems" means systems that deliver water through the air (e.g., spray heads and rotors).

"Overspray" means the irrigation water that is delivered beyond the target area.

"Parkway" means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

"Permit" means an authorizing document issued for new construction or rehabilitated landscapes.

"Pervious" means any surface or material that allows the passage of water through the material and into the underlying soil.

"Plant factor" or "plant water use factor" is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this chapter, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this chapter are derived from the publication "Water Use Classification of Landscape Species." Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources.

"Project applicant" means the individual or entity submitting a landscape documentation package required under section 15.92.070 to request a permit, plan check, plan review, or design review from the city. A project applicant may be the property owner or his or her designee.

"Rain sensor" or "rain sensing shutoff device" means a component that automatically suspends an irrigation event when it rains.

"Record drawing" or "as-builts" means a set of reproducible drawings that show significant changes in the work made during construction and that are usually based on drawings marked up in the field and other data furnished by the contractor.

"Recreational area" means areas, excluding private single family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

"Recycled water," "reclaimed water," or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

"Reference evapotranspiration" or "ETo" means a standard measurement of environmental parameters that affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the maximum applied water allowances so that regional differences in climate can be accommodated.

"Rehabilitated landscape" means any re-landscaping project that requires a permit, plan check, plan review, or design review, meets the requirements of section 15.92.020, and the modified landscape area is equal to or greater than 2,500 square feet.

"Residential landscape" means landscapes surrounding single or multifamily homes.

"Run off" means water that is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

"Soil moisture sensing device" or "soil moisture sensor" means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

"Soil texture" means the classification of soil based on its percentage of sand, silt, and clay.

"Special landscape area" (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

"Sprinkler head" or "spray head" means a device that delivers water through a nozzle.

"Static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.

"Station" means an area served by one valve or by a set of valves that operate simultaneously.

"Swing joint" means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

"Submeter" means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

"Turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

"Valve" means a device used to control the flow of water in the irrigation system.

"Water conserving plant species" means a plant species identified as having a very low or low plant factor.

"Water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

"Watering window" means the time of day irrigation is allowed.

"WUCOLS" means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources, 2014.

15.92.050 Landscape documentation package—Required.

No person shall construct or install a new landscape project or rehabilitated landscape project unless a landscape documentation package for the project has been approved by the director.

15.92.060 Landscape documentation package—Submittal—Action by director.

A. Prior to construction of a landscape project, the project applicant shall submit a completed landscape documentation package to the director.

B. Prior to construction of a landscape project, the director shall:

1. Provide the project applicant with the procedures for permits, plan checks, plan reviews, or design reviews;

2. Review the landscape documentation package submitted by the project applicant;

3. Approve or deny the landscape documentation package;

4. Issue a permit or approve the plan check, plan review, or design review for the project applicant; and

5. Upon approval of the landscape documentation package, submit a copy of the water efficient landscape worksheet to the local water purveyor.

C. Upon approval of the landscape documentation package by the director, the project applicant shall:

1. Receive a permit or approval of the plan check, plan review, or design review and record the date of the permit in the certificate of completion;

2. Submit a copy of the approved landscape documentation package along with the record drawings, and any other information to the property owner or designee; and

3. Submit a copy of the water efficient landscape worksheet to the local water purveyor.

15.92.070 Landscape documentation package—Application—Contents— Fee.

A. The landscape documentation package shall include the following six elements:

1. The following project information:

a. Date of application;

b. Project applicant;

c. Project address (if available, parcel and/or lot number(s));

d. Total landscape area (square feet);

e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

f. Water supply type (e.g., potable, recycled, private well) and the local water purveyor if the applicant is not served by a private well;

g. Checklist of all documents in landscape documentation package;

h. Project contacts to include contact information for the project applicant and property owner; and

i. Applicant signature and date with statement: "I agree to comply with the requirements of Sacramento City Code Chapter 15.92 and submit a complete landscape documentation package."

2. The project's water efficient landscape worksheet, including the:

a. Hydrozone information table; and

b. Water budget calculations, including:

i. The maximum applied water allowance (MAWA), and

ii. The estimated total water use (ETWU);

3. A soil management report;

4. A landscape design plan;

5. An irrigation design plan; and

6. A grading design plan.

B. The package shall be accompanied by payment of the nonrefundable landscape document package application fee.

15.92.080 Water efficient landscape worksheet.

A. A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix B, that contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the ETAF for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of special landscape areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The maximum applied water allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The ETWU is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

1. In calculating the maximum applied water allowance and estimated total water use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A.

B. Water budget calculations shall adhere to the following requirements:

1. The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources. The plant factor ranges from 0 to 0.1 for very low water using plants, from 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

2. All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

3. All special landscape areas shall be identified and their water use calculated as shown in Appendix B.

4. ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0.

15.92.090 Soil management report.

To reduce runoff and encourage healthy plant growth, the project applicant, or the project applicant's designee, shall complete, submit, and implement a soil management report as provided in this section.

A. Submit soil samples to a laboratory for analysis and recommendations, in accordance with the following:

1. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

2. The soil analysis shall include:

a. Soil texture;

b. Infiltration rate determined by laboratory test or soil texture infiltration rate table;

c. pH;

d. Total soluble salts;

e. Sodium;

f. Percent organic matter; and

g. Recommendations.

3. In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

B. The project applicant, or the project applicant's designee, shall comply with one of the following:

1. If significant mass grading is not planned, the soil analysis report shall be submitted to the city as part of the landscape documentation package; or

2. If significant mass grading is planned, the soil analysis report shall be submitted to the city as part of the certificate of completion.

C. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

D. The project applicant, or the project applicant's designee, shall submit documentation verifying implementation of soil analysis report recommendations to the city with the certificate of completion.

15.92.100 Landscape design plan.

A. For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the

following design criteria shall be submitted as part of the landscape documentation package.

1. Plant Material

a. Any plant may be selected for the landscape, providing the estimated total water use in the landscape area does not exceed the maximum applied water allowance. Methods to achieve water efficiency shall include one or more of the following:

i. Protection and preservation of native species and natural vegetation;

ii. Selection of water-conserving plant, tree, and turf species, especially local native plants;

iii. Selection of plants based on local climate suitability, disease and pest resistance;

iv. Selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and selection of plants from local and regional landscape program plant lists.

v. Selection of plants from local fuel modification plan guidelines.

b. Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in section 15.92.110.A.2.d.

c. Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:

i. Use the Sunset Western Climate Zone System, that takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

ii. Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, power lines); allow for adequate soil volume for healthy root growth; and

iii. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

d. Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means one foot of vertical elevation change for every four feet of horizontal length (rise divided by run x 100 = slope percent).

e. High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

f. A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required under California Public Resources Code section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches.

g. The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.

h. The architectural guidelines of a common interest development shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

2. Water Features

a. Recirculating water systems shall be used for water features.

b. Where available, recycled water shall be used as a source for decorative water features.

c. Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

d. Pool and spa covers are highly recommended.

3. Soil Preparation, Mulch, and Amendments

a. Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

b. Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see section 15.92.090).

c. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six

inches into the soil. Soils with greater than six percent organic matter in the top six inches of soil are exempt from adding compost and tilling.

d. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to five percent of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

e. Stabilizing mulching products shall be used on slopes that meet current engineering standards.

f. The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

g. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other provisions of the city code.

B. The landscape design plan, at a minimum, shall:

1. Delineate and label each hydrozone by number, letter, or other method;

2. Identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;

3. Identify recreational areas;

4. Identify areas permanently and solely dedicated to edible plants;

5. Identify areas irrigated with recycled water;

6. Identify type of mulch and application depth;

7. Identify soil amendments, type, and quantity;

8. Identify type and surface area of water features;

9. Identify hardscapes (pervious and non-pervious);

10. Identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to chapter 13.16 (stormwater management and discharge control) and the Central Valley Regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in section 15.92.200.

11. Identify any applicable rain harvesting or catchment technologies as discussed in section 15.92.200 and their 24-hour retention or infiltration capacity;

12. Identify any applicable graywater discharge piping, system components and areas of distribution;

13. Contain the following statement: "I have complied with the criteria of Sacramento City Code Chapter 15.92 and applied them for the efficient use of water in the landscape design plan"; and

14. Bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, section 832.27 of title 16 of the California Code of Regulations, and section 6721 of the California Food and Agriculture Code.)

15.92.110 Irrigation design plan.

A. This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the landscape documentation package.

1. Irrigation System

a. Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 square feet but not more than 5,000 square feet (the level at which California Water Code section 535 applies) and residential irrigated landscapes of 5,000 square feet or greater. A landscape water meter may be either:

i. A customer service meter dedicated to landscape use provided by the local water purveyor; or

ii. A privately owned meter or submeter.

b. Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.

c. If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

i. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

ii. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

d. Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

e. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

f. Backflow prevention devices approved by the director and in compliance with section 13.04.240 of this code shall be required to protect the water supply from contamination by the irrigation system.

g. Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5,000 square feet or larger.

h. Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.

i. The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

j. Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

k. The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

l. The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in section 15.92.080 regarding the maximum applied water allowance.

m. All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

n. The project applicant shall consult with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

o. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

p. Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

q. Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

r. Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.

s. Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

t. Areas less than ten feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

u. Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

i. The landscape area is adjacent to permeable surfacing and no runoff occurs; or

ii. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or

iii. The irrigation designer specifies an alternative design or technology, as part of the landscape documentation package and clearly demonstrates strict adherence to irrigation system design criteria in section 15.92.110.A.1.i. Prevention of overspray and runoff must be confirmed during the irrigation audit.

v. Slopes greater than 25% shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the landscape documentation package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

1. Hydrozone

a. Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

b. Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

c. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

d. Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

i. The plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or

ii. The plant factor of the higher water using plant is used for calculations.

e. Individual hydrozones that mix high and low water use plants shall not be permitted.

f. On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B, Section A). This table can also assist with the irrigation audit and programming the controller.

B. The irrigation design plan, at a minimum, shall contain:

1. The location and size of separate water meters for landscape;

2. The location, type, and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

3. The static water pressure at the point of connection to the public water supply;

4. The flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

5. The recycled water irrigation systems as specified in section 15.92.180;

6. The following statement: “I have complied with the criteria of Chapter 15.92 of the Sacramento City Code and applied them accordingly for the efficient use of water in the irrigation design plan”; and

7. The signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, section 832.27 of title 16 of the California Code of Regulations, and section 6721 of the California Food and Agricultural Code.)

15.92.120 Grading design plan.

A. For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as

part of the landscape documentation package. A grading plan prepared by a civil engineer that meets the minimum criteria specified in this section and submitted pursuant to chapter 15.88 (grading, erosion, and sediment control) satisfies this requirement.

1. The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

a. Height of graded slopes;

b. Drainage patterns;

c. Pad elevations;

d. Finish grade; and

e. Stormwater retention improvements, if applicable.

2. The grading design plan shall contain the following statement: "I have complied with the criteria of Sacramento City Code Chapter 15.92 and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

B. The project applicant shall comply with any additional requirements specified in chapter 15.88 and any regulations or other requirements adopted to implement or administer chapter 15.88.

15.92.130 Certificate of completion.

A. A certificate of completion in substantial conformance with Appendix C shall include the following six elements:

1. Project information sheet that contains:

a. Date;

b. Project name;

c. Project applicant name, telephone, and mailing address;

d. Project address and location; and

e. Property owner name, telephone, and mailing address;

2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved landscape documentation package;

a. Where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;

b. A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.

3. The irrigation scheduling parameters used to set the controller (see section 15.92.140);

4. The landscape and irrigation maintenance schedule (see section 15.92.150);

5. The irrigation audit report (see section 15.92.160); and

6. The soil analysis report (if not submitted with the landscape documentation package) and documentation verifying implementation of soil report recommendations (see section 15.92.090).

B. The project applicant shall:

1. Submit the signed certificate of completion to the city for review; and

2. Ensure that copies of the approved certificate of completion are submitted to the local water purveyor and property owner or his or her designee.

C. The director shall approve or deny the certificate of completion. If the certificate of completion is denied, the director shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

15.92.140 Irrigation scheduling.

A. For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

1. Irrigation scheduling shall be regulated by automatic irrigation controllers.

2. Overhead irrigation shall be scheduled in accordance with the requirements of article XI of chapter 13.04 (outdoor water conservation).

3. For implementation of the irrigation schedule, particular attention shall be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the ETWU. Total annual applied water shall be less than or equal to the MAWA. Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data or soil moisture sensor data.

4. Parameters used to set the automatic controller shall be developed and submitted with the certificate of completion for each of the following:

a. The plant establishment period;

b. The established landscape; and

c. Temporarily irrigated areas.

5. Each irrigation schedule shall consider for each station all of the following that apply:

a. Irrigation interval (days between irrigation);

b. Irrigation run times (hours or minutes per irrigation event to avoid runoff);

c. Number of cycle starts required for each irrigation event to avoid runoff;

d. Amount of applied water scheduled to be applied on a monthly basis;

e. Application rate setting;

f. Root depth setting;

g. Plant type setting;

h. Soil type;

i. Slope factor setting;

j. Shade factor setting; and

k. Irrigation uniformity or efficiency setting.

15.92.150 Landscape and irrigation maintenance schedule.

A. Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the certificate of completion.

B. A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost; replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

C. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

D. A project applicant is encouraged to implement established landscape industry sustainable best practices for all landscape maintenance activities.

15.92.160 Irrigation audit, irrigation survey, and irrigation water use analysis.

A. All landscape irrigation audits shall be conducted by a city landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

B. In large projects or projects with multiple landscape installations (i.e. production home developments), an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

C. For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in section 15.92.020:

1. The project applicant shall submit an irrigation audit report with the certificate of completion to the city that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;

2. The director shall develop and administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the maximum applied water allowance.

15.92.170 Irrigation efficiency.

For the purpose of determining estimated total water use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

15.92.180 Recycled water.

A. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.

B. All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and state laws.

C. Landscapes using recycled water are considered special landscape areas. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0.

15.92.190 Graywater systems.

Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to chapters 16 and 16A of part 5 of the California Code of Regulations.

15.92.200 Stormwater management and rainwater retention.

A. Stormwater management practices minimize runoff and increase infiltration, which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

B. Project applicants shall comply with all applicable provisions of chapter 13.16 of this code and any regulations or other requirements adopted to implement or administer chapter 13.16.

C. All planted landscape areas are required to have friable soil to maximize water retention and infiltration as required by section 15.92.100.A.3.

D. It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: (1) the one inch, 24-hour rain event; or (2) the 85th percentile, 24-hour rain event, or additional capacity as required by any applicable local, regional, state, or federal regulation.

E. It is recommended that stormwater projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

1. Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.

2. Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.

3. Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.

4. Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.

5. Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.

6. Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.

7. Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

15.92.210 Model homes.

All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this chapter.

A. Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed in accordance with this chapter; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

B. Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

15.92.220 Provisions for existing landscapes.

A. This section applies to existing landscapes over one acre in size that were installed before December 1, 2015.

B. For existing landscapes that have metered water service, the city may conduct or may require the property owner to provide irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the MAWA for existing landscapes. The MAWA for existing landscapes shall be calculated as: MAWA = (0.8) (ETo)(LA)(0.62).

C. For existing landscapes that do not have metered water service, the city may conduct or may require the property owner to provide irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary to prevent water waste.

D. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

15.92.230 Effective precipitation.

The director may consider effective precipitation (25% of annual precipitation) in tracking water use and may use the following equations to calculate maximum applied water allowance:

A. For residential areas: MAWA= (ETo - Eppt) (0.62) [(0.55 x LA) + (0.45 x SLA)]; or

B. For non-residential areas: MAWA= (ETo-EPPT) (0.62) [(0.45 x LA) + (0.55 x SLA)].

15.92 Appendix A. Reference evapotranspiration (ETo) table.

City of Sacramento	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	.9

15.92 Appendix B. Sample water efficient landscape worksheet.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) _____

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas							
_____							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
			ETWU Total				
			Maximum Allowed Water Allowance (MAWA)[e]				

[a]***Hydrozone #/Planting Description***
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

[b]***Irrigation Method***
overhead spray or drip

[c]***Irrigation Efficiency***
0.75 for spray head
0.81 for drip

[d]***ETWU* (Annual Gallons Required)**
= Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e]***MAWA (Annual Gallons Allowed) = (****Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	**B ÷ A**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	**(B+D) ÷ (A+C)**

15.92 Appendix C. Sample certificate of completion.

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address		Parcel, tract or lot number, if available.
City		Latitude/Longitude (optional)
State	Zip Code	

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see

that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

_____

Property Owner Signature _____ Date

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the city _____
2. Date the Landscape Documentation Package was approved by the city _____
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor _____

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the Chapter 15.92 of the Sacramento City Code and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule the controller per section 15.92.140 of the Sacramento City Code.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance per section 15.92.150 of the Sacramento City Code.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per section 15.92.160 of the Sacramento City Code.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per section 15.92.090 of the Sacramento City Code.

Attach documentation verifying implementation of recommendations from soil analysis report per section 15.92.090 of the Sacramento City Code.

15.92 Appendix D. Prescriptive compliance option.

A. In accordance with section 15.92.020.B, this appendix contains the prescriptive measures that a project may comply with as an alternative to complying with the other provisions of this chapter.

B. Compliance with the following is mandatory and must be documented on a landscape plan to use the prescriptive compliance option:

1. A landscape documentation package that includes the following elements:

a. Date;

b. Project applicant;

c. Project address (if available, parcel and/or lot number(s));

d. Total landscape area (square feet), including a breakdown of turf and plant material;

e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well;

g. Contact information for the project applicant and property owner; and

h. Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to Chapter 15.92 of the Sacramento City Code."

2. A compost rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

3. Plant material that complies with all of the following:

a. For residential areas, climate adapted plants that require occasional, little, or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water. For non-residential areas, climate adapted plants that require occasional, little, or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

b. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contra-indicated.

4. Turf that complies with all of the following:

a. Turf does not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;

b. Turf shall not be planted on sloped areas that exceed a slope of one foot vertical elevation change for every four feet of horizontal length;

c. Turf is prohibited in parkways less than ten feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

5. Irrigation systems that comply with the following:

a. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

b. Irrigation controllers shall be of a type that does not lose programming data in the event the primary power source is interrupted.

c. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

d. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

e. All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014 – "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

f. Areas less than ten feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

6. For non-residential projects with landscape areas of 1,000 square feet or more, a private submeter that measures landscape water use.

C. At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule, and a schedule of landscape and irrigation maintenance.

06

City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01041

Title: Agreement: Preferred Audio-Visual Provider for the Sacramento Convention Center

Location: 1400 J Street, District 4

Recommendation: Pass a Motion: 1) awarding a Professional Services Agreement for preferred audio-visual services at the Sacramento Convention Center to Audio Visual Services Group, Inc., d.b.a. PSAV Presentation Services (hereinafter referred to as "PSAV") with an initial term from January 1, 2016, to December 31, 2018, with up to two additional one-year extension options; and 2) authorizing the City Manager, or his designee, to execute the Professional Services Agreement with PSAV.

Contact: Steven Sakakihara, Administrative Analyst, (916) 808-7146; Matthew Voreyer, General Manager, (916) 808-5503, Convention & Cultural Services Department

Presenter: None

Department: Convention & Cultural Services

Division: Conv Ctr Operational Admn

Dept ID:

Attachments:

1-Description/Analysis

2-Professional Services Agreement with Audio Visual Services Group, Inc. d.b.a. PSAV Presentation Services

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City Attorney Review

Approved as to Form
Maila Hansen
11/17/2015 10:04:13 AM

Approvals/Acknowledgements

Department Director or Designee: Jody Ulich - 11/10/2015 8:50:42 AM

Description/Analysis

Issue Detail: The current agreement for audio-visual (AV) provider services within the Sacramento Convention Center (Convention Center) expires on December 31, 2015. It is necessary to award a new agreement for AV services to avoid service interruption to Convention Center clients.

Following the use of a Request for Proposal (RFP) process, staff recommends awarding an agreement for preferred AV provider services at the Convention Center to Audio Visual Services Group, Inc., d.b.a. PSAV Presentation Services (hereinafter referred to as "PSAV").

Policy Considerations: The recommendations in this report are consistent with the provisions of Sacramento City Code Chapter 3.64.

Economic Impacts: None.

Environmental Considerations: The report does not constitute a "project" and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3);15378(b)(2)].

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: On September 28, 2015, the City issued a RFP for preferred AV services for the Sacramento Convention Center. On October 13, 2015, the City received three proposals for AV services. The proposals were from PSAV, ShowGear Productions, and Sight & Sound Audio Visual Incorporated, d.b.a. Corporate Staging & Events. A panel of City staff first evaluated the proposals based on customer service, quality assurance, experience, and responsibility. If a proposal received a score of at least 80 percent from this initial evaluation, the proposer's financial worksheets were evaluated.

The proposal submitted by PSAV met and exceeded the requirements placed in the RFP. Not only does PSAV have a proven track record and experience working in similar size venues, but their commitment to customer service along with providing the best financial return to the City were key components in the recommendation.

Financial Considerations: Gross receipts from AV services are shared between PSAV and the Convention Center.

PSAV will provide a percentage of its total gross receipts to the Convention Center as a commission, based on the following structure:

If sale for services is executed by…	Commission Percentage for Equipment Charges	Commission Percentage for Labor and Service Charges
On-site personnel from PSAV	45%	20%
Travelling Division from PSAV	20%	20%

The annual commission revenue is estimated to be from $200,000 to $500,000 based on the services provided. For the initial three-year term of the agreement, PSAV will also pay $50,000 to the Convention Center. The estimated amount and the additional pay were included in the Fiscal Year 2015/16 approved budget. An additional $15,000 will be paid to the City for each year this agreement is extended.

Local Business Enterprise (LBE): Not applicable.

PROJECT #: P16171131002

PROJECT NAME: Preferred Audio-Visual Provider for Sacramento Convention Center

DEPARTMENT: Convention and Cultural Services

DIVISION: Convention Center

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Audio Visual Services Group, Inc.
d.b.a. PSAV Presentation Services
111 W. Ocean Blvd., #1110
Long Beach, CA 90802

("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.

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* **This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

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: Jody Ulich

Title: CCS, Director

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:

Audio Visual Services Group, Inc. (dba PSAV)
NAME OF FIRM

13-4025666
Federal I.D. No.

30-699875
State I.D. No.

125514
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

J. Michael McIlwain
President & CEO

Print Name and Title

Additional Signature *(if required)*

Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

PSAV
Name of Provider

5100 N. River Rd, Suite 300, Schiller Park IL 60176
Address

The above named Provider hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Providers 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 Contract ("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. 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.

4. 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 Contract(s) where, in fact, employee benefits are governed by a collective bargaining Contract(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the Contract(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 Contract(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

5. 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.

6 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.

7. 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 Provider is available to enter into a contract or Contract 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.

8. 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 Provider to the provisions of this Declaration.

Signature of Authorized Representative

Date

J. Michael McIlwain

Print Name President & CEO

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:
Dustin Hollingsworth, Operations Manager & Technical Director
City of Sacramento Convention Center
1030 - 15th Street, Suite 100, Sacramento, CA 95814
Ph: 916-808-5538 / Fax: 916-808-7687 / E-mail:Djhollingsworth@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:
Shannon Trujillo, Regional VP, Sales
Audio Visual Services Group, Inc. d.b.a. PSAV Presentation Services
5100 N. River Road, Suite 300, Schiller Park, IL 60176
Ph: 702-281-2529 / E-mail: strujillo@psav.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 ✓ 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 Attachments 1 and 2 to Exhibit A, attached hereto and incorporated herein.

5. **Time of Performance.**

The services described herein shall be provided for an initial period from January 1, 2016 to December 31, 2018, with up to two additional one-year extension option(s) at the sole discretion of the CITY.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

A. Compensation to CITY.

1. **Commission Payments.** If the sale for services is executed by the on-site CONTRACTOR'S personnel, CONTRACTOR will pay to the CITY commissions based on revenues received by CONTRACTOR from Clients of the Sacramento Convention Center, in the amount of forty-five percent (45%) of all gross receipts for equipment rentals and twenty percent (20%) of all gross receipts for labor and service charges.

   If the sale for services is executed by the CONTRACTOR'S traveling division, CONTRACTOR will pay to the CITY commissions based on revenues received by CONTRACTOR from Clients of the Sacramento Convention Center, in the amount of twenty percent (20%) of all gross receipts for equipment rentals, labor and service charges.

   In the event that discounting is necessary to secure business when sale is executed by the on-site CONTRACTOR'S personnel, the CONTRACTOR may grant such discounts on the basis that neither the CITY nor the CONTRACTOR benefit from lost business. The amount of the discount, if any, shall only apply to equipment charges and shall be at the CONTRACTOR'S reasonable discretion but subject to the approval of the General Manager of the Sacramento Convention Center or his/her designee. The equipment commission will be subject to a shared discount schedule based as follows:

Discount Percentage on Equipment Charges	Commission
0.00 – 9.99%	45%
10.00 – 14.99%	43%
15.00 – 19.99%	42%
20.00 – 24.99%	40%
25.00 – 29.99%	38%
30.00 – 34.99%	36%
35.00 – 39.99%	33%
40.00 – 44.99%	30%
45.00% & up	27%

   In addition to the commission payments, CONTRACTOR will provide to the CITY a $50,000 signing bonus for the initial three-year term of the Agreement and an additional $15,000 for each year this Agreement is extended. CONTRACTOR will pay the initial $50,000 to the CITY by January 31, 2016, and will pay the additional $15,000 to the CITY within thirty (30) days from the beginning of each extension period. Upon expiration of the initial three-year period, the CITY shall retain the full $50,000, and the same shall apply after each extension period regarding the $15,000 for each period. However, if the CITY terminates the Agreement during

the initial three-year term, the CITY shall reimburse a portion of the $50,000 to the CONTRACTOR based on the amount of time that has elapsed. The amount to be reimbursed shall be reduced by $1,388.88 per month. For example, if the CITY terminates the Agreement after one year of performance, the CITY shall reimburse CONTRACTOR $33,333.44. Similarity, for the $15,000 payments, if the CITY terminates the Agreement before the expiration of the extension term, the CITY shall reimburse an amount which is reduced by $1,250 per month.

Additionally, CONTRACTOR will invest approximately $275,000 towards new audio-visual equipment, as specified in Section D of the Scope of Services. This new equipment shall be on-site at the Sacramento Convention Center at the start of this Agreement.

2. **Outside Service Vendor (OSV) Fee.** CONTRACTOR shall collaborate with the CITY to determine the OSV fee to charge Clients who utilize or bring in an outside audio-visual vendor other than CONTRACTOR to provide audio-visual services for their event at the Sacramento Convention Center.

3. **Financial Reports.** CONTRACTOR will submit to the CITY, to the address mentioned below, a preliminary billing summary of sales activity for the previous month upon request of the CITY.

   CONTRACTOR will submit to the CITY, to the address mentioned below, by the twentieth (20th) calendar day of each month, a final report of sales activity for the previous month, along with the Commission Payments. The report will provide a daily detail of gross receipts specified by type of service for each event at the Sacramento Convention Center, indicate total gross monthly sales and indicate commissions due to the City.

   CONTRACTOR will submit to the CITY by the twentieth (20th) calendar day following each year of this Agreement, a report of sales activity for the previous year. The report will include gross receipts for each month, broken down by type of service and equipment rented, and the report must indicate the monthly commission due to the CITY.

   Financial Reports and Commission Payments shall be sent to:

   - City of Sacramento Convention Center
     1030 – 15th Street, Suite 100
     Sacramento, CA 95814
     Attn: Steven Sakakihara

   Additionally, CONTRACTOR shall send electronic copies of these financial reports (based on the timelines as mentioned above) in Excel format to the following email address:

   - Email: shsakakihara@cityofsacramento.org

4. **Records, Accounting and Auditing.** During the term of this Agreement and for a period of three (3) years following the termination of this Agreement, CONTRACTOR will maintain in accordance with generally accepted accounting principles, the full and complete records regarding all services performed under this Agreement. The CITY will have the right to

prescribe the form of records to be kept by the CONTRACTOR in accordance with this provision.

CITY will have the right, after reasonable notice, and at reasonable times to free access to all books, correspondence, memoranda, or other records of the CONTRACTOR relating to this Agreement for the purpose of verification of gross receipts reported by the CONTRACTOR during the term of this Agreement.

In addition to the financial reports specified in Section A(3) above, CONTRACTOR will furnish to the CITY, at the CONTRACTOR'S expense, an annual financial statement for the previous twelve (12) months of service. This statement will include a schedule of gross receipts covering the previous twelve (12) months of service. The statement will be prepared by a Certified Public Accountant on their stationery for the CONTRACTOR and only include financial data for the operations that occur in the Sacramento Convention Center. This statement shall be provided to the CITY, at the address mentioned above, within ninety (90) days from December 31st for each year of this Agreement.

5. **Gross Receipts.** The term "Gross Receipts" as used in this Agreement is defined to be all money, cash, receipts, receivables, assets, property, or other things of value including, but not limited to, the entire price charged for all services provided under this Agreement whether or not payment is made at time of sale. Gross receipts will not include sales and excise taxes required to be collected by CONTRACTOR.

6. **Late Payments.** Late payments will be subject to additional charges of one and one-half percent (1.5%) per month on the unpaid balance due.

7. **Payment of Taxes.** CONTRACTOR acknowledges that certain taxes may be assessed for its use of the CITY'S real property (Possessory Interest Tax). CONTRACTOR will promptly pay any and all taxes, including real property, personal property and any other possessory interest or use tax, assessed or levied on CONTRACTOR'S interest in this Agreement, CONTRACTOR'S real or personal property, and/or improvements constructed by CONTRACTOR.

EXHIBIT C

PROFESSIONAL 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*]:

As specified in Attachment 1 to Exhibit A.

EXHIBIT D
PROFESSIONAL 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 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 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 sub-consultant, 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)

(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 ✓ Is not _____ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least 1 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 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 . . .

- 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.

ATTACHMENT 1 TO EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

A. Scope of Work.

1. CONTRACTOR will operate a full-service Audio-Visual (AV) Services Department in support of clientele who have a license agreement with the Sacramento Convention Center to participate in events at the Sacramento Convention Center (hereinafter "Clients"). The AV Services Department will include AV services, equipment, and personnel, hereinafter referred to as "Services". CONTRACTOR shall ensure that staffing and services provided are of the highest quality available. CONTRACTOR shall consistently endeavor to enhance the Sacramento Convention Center's operations through identification of viable additional services requested by the CONTRACTOR'S clientele over the term of the Agreement.

B. Staffing

1. CONTRACTOR will appoint a Director of AV Services or Director of Operations, acceptable to the General Manager of the Sacramento Convention Center (hereinafter referred to as "General Manager"), who will be assigned to the Sacramento Convention Center on a full-time basis and will manage CONTRACTOR'S efforts on behalf of the Sacramento Convention Center. The Director shall have a minimum of four (4) years' experience as an in-house Director of AV or Director of Operations at a comparable sized convention center or conference hotel. The Director shall be available to attend pre-convention and other meetings with the Sacramento Convention Center's staff and/or Clients. The Director will also oversee CONTRACTOR'S personnel in the set-up, tear down and operation of the equipment.

2. CONTRACTOR will also employ a Sales Manager of Services, acceptable to the General Manager, who shall be assigned to the Sacramento Convention Center on a full-time basis and will sell and market CONTRACTOR'S services on behalf of the Sacramento Convention Center. The Director of AV Services and the Sales Manager cannot be the same individual. A minimum three (3) years' experience working as an in house AV Sales Manager at a comparable sized convention center or conference hotel shall be required or as approved by the General Manager otherwise.

3. CONTRACTOR will maintain office hours five (5) days per week, or as required by the needs of Clients of the Sacramento Convention Center and/or the General Manager. CONTRACTOR will furnish compatible communication systems to assure availability of CONTRACTOR personnel, 24 hours per day, 365 days per year.

4. CONTRACTOR will provide adequate personnel, equipment and materials acceptable to the General Manager to permit the timely completion of all work as requested by Clients. All

personnel shall be trained and supervised in accordance with accepted industry practices and will conform to the reasonable rules and regulations of the Sacramento Convention Center established from time to time by the General Manager. All work shall be completed in a professional manner. At no point, will any of the CONTRACTOR'S personnel work for another vendor at the Sacramento Convention Center.

5. CONTRACTOR shall be capable of meeting last minute requests as specified by the Sacramento Convention Center's staff for providing all basic audio-visual equipment and service.

6. CONTRACTOR will provide uniforms to all personnel that are acceptable to the General Manager and/or enforce not less than business casual attire dress code. Picture identification must be provided by CONTRACTOR and worn by all personnel while on the Sacramento Convention Center premises.

7. When CONTRACTOR is responsible to provide AV services for an event at the Sacramento Convention Center, CONTRACTOR will ensure that all rigging is done by qualified riggers acceptable to the General Manager.

8. CONTRACTOR will provide efficient, prompt and professional service to Clients to the Sacramento Convention Center, and will correct any conduct that does not meet with approval of the General Manager immediately upon notice.

C. Administration

1. CONTRACTOR will maintain and operate Services in a first class manner, and will keep the Sacramento Convention Center premises in a safe, clean, orderly and inviting condition at all times satisfactory to the standards of the General Manager.

2. CONTRACTOR will cooperate with staff from the Sacramento Convention Center and the Convention and Visitors Bureau (CVB) to market the Sacramento Convention Center to potential Clients.

3. CONTRACTOR will provide at least one computer for their use in CONTRACTOR'S on-site office which meets the approval of the General Manager. This computer will be placed on the CITY'S network, and will be used for e-mail communication and the master event management system used to book events at the Sacramento Convention Center. In the event of service needs, CITY shall provide network line(s) and connection for this computer at no cost to the CONTRACTOR. CONTRACTOR will provide all computer equipment and will be responsible for required upgrades and licensing costs.

4. CONTRACTOR will provide a cell phone(s) compatible with that of the Sacramento Convention Center's management, which shall be worn at all times by CONTRACTOR'S Director of AV

Services, as well as the Operation Manager on duty during all events. CONTRACTOR shall also provide emergency numbers to the Sacramento Convention Center's personnel through which a representative of CONTRACTOR may be reached at all times.

5. CONTRACTOR, at its own expense, shall provide at least two radios for use by CONTRACTOR'S staff while on the Sacramento Convention Center property. The frequency must be compatible with that of radios operated by staff at the Sacramento Convention Center.

6. CONTRACTOR will implement a marketing and promotion plan for the sale of services, consistent with the plan submitted in their proposal and approved by the CITY, within ninety (90) days of the start of this Agreement.

7. CONTRACTOR will provide sufficient marketing literature, including price schedules for Equipment and Services, to inform prospective Clients of the services available at the Sacramento Convention Center. The literature should emphasize the quality and depth of services available. The staff at the Sacramento Convention Center shall distribute marketing material to all prospective and contracted Clients. All materials are subject to the approval of the General Manager prior to circulation.

8. CONTRACTOR shall provide service order forms specific to the Sacramento Convention Center and make forms available to general service providers at no cost for inclusion in exhibitor kits.

9. Under certain circumstances, CONTRACTOR shall provide the CITY with Equipment and Services without charge, based upon the following conditions being satisfied: (i) the CITY requires the use of Equipment or Services at the Sacramento Convention Center for a non-revenue generating event for its internal use, such as staff meetings, employment training and site inspections; (ii) the Equipment is readily available and not otherwise being used, serviced or rented; (iii) CONTRACTOR personnel required to provide Services in connection with the Equipment are available (not already committed) and regularly scheduled to be on-property at the Sacramento Convention Center during the particular event; and (iv) the Sacramento Convention Center provides CONTRACTOR with reasonable notice specifying the Equipment and Services required. CONTRACTOR shall provide sub-rentals, outside labor services and merchandise (i.e., flip chart paper and markers, tape, batteries and other items designed for one-time usage) in connection with such Services at CONTRACTOR's direct cost of such item.

D. Equipment

1. Pricing schedules for Equipment and Services shall be competitive as compared to pricing schedules offered at comparable operations, and approved by General Manager at award of this Agreement. General Manager must approve all proposed pricing changes prior to change.

2. CONTRACTOR will invest approximately $275,000 in new audio-visual equipment for the Sacramento Convention Center that will have the capability to accommodate daily, back-up and last-minute requirements. The equipment shall be the latest technology available and the equipment will be upgraded or replenished as necessary to take advantage of emerging technology and to maintain appearance standards acceptable to the General Manager. CONTRACTOR'S new inventory will consist of professional-grade, brand-recognized equipment that will enhance the Sacramento Convention Center's reputation as a technologically advanced meeting facility. CONTRACTOR shall have the new on-site inventory available and placed within the Sacramento Convention Center at the start of this Agreement. Upon termination or expiration of the Agreement, CONTRACTOR shall retain the new audio-visual equipment. Under no circumstances will CITY reimburse CONTRACTOR for this equipment.

3. Following execution of the Agreement, CONTRACTOR will provide an updated inventory list of equipment on-site at the Sacramento Convention Center acceptable to the General Manager, and additional inventory in the Sacramento area as identified by the General Manager to minimize the need to rent equipment. Any proposed changes, including upgrades, to this list shall be provided to the General Manager for approval.

4. Except as hereinafter provided, upon expiration or termination of this Agreement, all equipment installed in the Sacramento Convention Center shall become the property of the CITY without compensation to CONTRACTOR.

5. CONTRACTOR will maintain adequate inventories of equipment and supplies. The General Manger may request the repair, removal, or replacement of any on-site equipment by CONTRACTOR as needed. In addition to any requests from the General Manager, CONTRACTOR will, at its own cost, maintain and/or replace all equipment as necessary, to ensure that it is fully functional and ready for use at all times. CONTRACTOR shall be the sole contact point and the sole responsible party to be held accountable for the proper functioning of the Services required under this Agreement.

6. CONTRACTOR will set up, tear down and operate, where required, all equipment furnished by CONTRACTOR. CONTRACTOR shall provide general care and routinely inspect and monitor the permanently installed systems (including but not limited to sound and lighting systems). CONTRACTOR will provide all general cleaning and system support including replacement of broken jacks and blown fuses at no cost to the CITY.

7. CONTRACTOR will provide, in conjunction with an appointed Sacramento Convention Center representative, on an annual basis, an overall checkup of the Sacramento Convention Center's sound and lighting systems and make a full report of its findings and recommendations to the General Manager. In the event of a major failure of either system requiring replacement of components or the need for a capital outlay, CONTRACTOR shall inform the General Manager of the costs involved before the work is begun.

8. CONTRACTOR will not be permitted access to the CITY owned equipment unless approved by the General Manager. In the event that CONTRACTOR finds it necessary to work in the same secured area as the CITY owned equipment, at no time may the CONTRACTOR alter or interfere with the CITY owned computer/telephone network equipment. CONTRACTOR'S equipment shall be identified in a suitable manner to clearly distinguish it from equipment owned by the CITY.

9. At the request of CONTRACTOR, Sacramento Convention Center's staff shall install or have installed, at CONTRACTOR'S expense, a private open phone line in the CONTRACTOR'S on-site office with the monthly charges for services and calls billed to CONTRACTOR.

10. CITY shall exempt CONTRACTOR from those charges usually applicable for connection to or from the Sacramento Convention Center's sound and electrical systems.

E. **Rigging**

1. At the sole discretion and direction of the General Manager, the CITY, in conjunction with CONTRACTOR, shall develop a process or procedures regarding when CONTRACTOR is to provide rigging services of audio-visual equipment at the Sacramento Convention Center. If established, the process or procedures shall be added to this agreement through a supplemental agreement approved by both the CONTRACTOR and CITY prior to these services being provided by the CONTRACTOR.

F. **Facilities and Services Provided by CITY**

1. Sacramento Convention Center's staff shall recommend CONTRACTOR exclusively to any Sacramento Convention Center client who requests the type of services and equipment provided by CONTRACTOR and shall provide such potential Clients with information enabling them to contact CONTRACTOR.

2. Sacramento Convention Center's staff shall provide the CONTRACTOR with authority to operate the in-house audio visual systems. Without the express written consent of the General Manager, no party except the Sacramento Convention Center's staff or the CONTRACTOR may connect equipment of any kind to the house sound or video systems.

3. Without limiting the foregoing, the Parties of this Agreement have agreed that other outside audio-visual vendors besides CONTRACTOR may be permitted to provide audio-visual services and equipment at the Sacramento Convention Center if such vendor is approved by the General Manager. Under such circumstances, CONTRACTOR shall reasonably cooperate with the other audio-visual vendor.

   CONTRACTOR shall collaborate with the CITY to determine the outside service vendor (OSV) fee

to charge to any Clients who utilize or bring in an outside audio-visual vendor other than CONTRACTOR to provide audio-visual services for their event at the Sacramento Convention Center.

If CONTRACTOR supplies Equipment or Services in combination with the services of another outside audio-visual vendor, the terms of this Agreement shall apply with respect to Equipment or Services supplied by CONTRACTOR, including, charging the outside audio-visual vendor or the Client the approved prices for the Equipment and/or Services. Similarly, the CITY will be entitled to receive commissions for CONTRACTOR-provided Equipment and Services, pursuant to terms of this Agreement.

4. Sacramento Convention Center's staff shall furnish suitable and adequate space within the Sacramento Convention Center, as determined by the General Manager, for the operation of the Services to be provided and full storage of CONTRACTOR'S equipment. Representatives authorized by CONTRACTOR and Sacramento Convention Center's staff shall maintain keys to the designated office and storage areas. Those representatives shall be responsible for the safekeeping of keys and preventing unauthorized access to secure areas.

5. Sacramento Convention Center's representatives shall not negotiate or discount CONTRACTOR'S prices. The General Manager shall notify CONTRACTOR when negotiation with client is necessary.

G. Premises

1. CONTRACTOR shall have the right to occupy and operate from the Sacramento Convention Center premises for the Services set forth herein, and for other business purposes necessary and incidental thereto, but not for any other purpose. CONTRACTOR accepts the Sacramento Convention Center premises in its present condition. Improvements made to the facility, including office space, must be approved by the CITY prior to installation.

2. CONTRACTOR will not erect, install or operate signage or improvements upon the Sacramento Convention Center premises or in or upon any other Sacramento Convention Center property, any signs or similar advertising devices for its own business without first having obtained the written consent of the from the General Manager. Such written consent may consider and provide conditions concerning factors such as existing signage, size, type, content and method of installation.

3. CONTRACTOR will, at its own expense, maintain all office and storage space in a clean and sanitary condition in accordance with, and consistent with all applicable rules of the CITY, and the demands and requirements of law, including health and safety codes.

4. CITY will have the right to enter the CONTRACTOR'S on-site office and storage area(s) at

reasonable times during operating hours, to determine if CONTRACTOR has complied and is complying with the terms and conditions of this Agreement. However, the CITY may enter the on-site office and storage area(s), at any time, in the case of an emergency affecting the public interest or property.

5. Upon termination or expiration of this Agreement, CONTRACTOR will quit and surrender Sacramento Convention Center premises in the same condition as existed upon move-in. Equipment, trade fixtures and personal property left by the CONTRACTOR in the Sacramento Convention Center beyond thirty (30) days of the termination date of this Agreement shall become the property of the CITY.

H. Rights and Obligations of CONTRACTOR

1. Subject to the rights reserved herein by the CITY, CONTRACTOR shall have the preferred right to operate at the Sacramento Convention Center.

2. CONTRACTOR will strictly comply with all state, federal and local laws, ordinances and regulations applicable to and governing the Services to be provided herein, and will, at its own expense, procure all necessary licenses and permits.

3. CONTRACTOR will not advertise or permit advertising in any manner, or directly or indirectly use the trademarks, symbols or trade name of the Sacramento Convention Center in connection with any production, promotion, service or publication, other than as approved by the General Manager in writing.

I. Rights and Obligations of the CITY

1. The CITY will, through its designated representative, be the final authority with regard to all aspects of the control, management and performance provided for herein and modifications to practices, policies or guidelines shall be approved by the CITY prior to implementation.

2. The CITY will not be held responsible for CONTRACTOR'S property, including equipment owned or leased by the CONTRACTOR and used, maintained or stored at the Sacramento Convention Center, nor shall it be responsible for damage resulting from a power failure, flood, fire, explosion, vandalism or other causes outside of the control of the CITY.

3. The CITY agrees it will receive the intellectual property rights under Section 7.A of the Professional Services Agreement where the intellectual property created is a work made for hire for CITY's own use.

ATTACHMENT 2 TO EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

EQUIPMENT INVENTORY

CONTRACTOR shall provide the following equipment for the Sacramento Convention Center at the start of this Agreement and until CONTRACTOR upgrades its equipment inventory in accordance with Section D of the Scope of Services:

Audio

- Soundcraft Expression 3 32 channel digital mixer
- JBL line array sound system
- Allen & Heath Zed10 10 channel mixer
- Shure SCM268 4 channel mixer
- Shure ULX-D Digital wireless microphone kits
- Shure wired microphones
- Shure/Tascam Digital audio recording package
- Ashly EQs

General Audio Visual

- DaLite 12'x21'4" fastfold screens (16:9 Widescreen Format)
- DaLite 9'x16' fastfold screens (16:9 Widescreen Format)
- DaLite 7'6"x13'4" fastfold screens (16:9 Widescreen Format)
- DaLite 12' cradle screens
- DaLite 10' cradle screens
- DaLite 8' tripod screens
- DaLite Designer flipchart easels
- DaLite black IFR velour drape panels (160' Running Feet)
- Presenter support, including laser pointers cue lights, speaker timers, etc.

Video

- Panasonic PT-DZ10K 10600 Lumen DLP projectors
- NEC NP-PX750U 7500 Lumen HD DLP projectors
- NEC PA-622U 6200 Lumen LCD projectors
- NEC NP-M352WS 3500 Lumen DLP projectors
- NEC NP-M323W 3200 Lumen DLP projectors
- NEC E805-AVT 80" LED monitors w/Premier stands
- NEC 19"-24" LCD monitors
- Digital Video Capture/Playback Pkg
- Analog Way video switcher

- Atlona HDMI/VGA over Cat-6 Distribution Pkg
- Lenovo laptop computers

Lighting

- ETC ellipsoidal lighting instruments
- Leprecon dimmer/controller
- AC Lighting LED instruments
- Jands Vista intelligent lighting controller
- 10′ 12x12 Tomcat Truss

07

City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01042

Title: Agreement: Exclusive Telecommunications Provider for the Sacramento Convention Center Complex

Location: 1400 J Street, District 4

Recommendation: Pass a Motion: 1) awarding a Professional Services Agreement for exclusive telecommunication services at the Sacramento Convention Center Complex to Wombo, Inc. with an initial term from January 1, 2016, to December 31, 2018, with up to two additional one-year extension options; and 2) authorizing the City Manager, or his designee, to execute the Professional Services Agreement with Wombo.

Contact: Steven Sakakihara, Administrative Analyst, (916) 808-7146; Matthew Voreyer, General Manager, (916) 808-5503, Convention & Cultural Services Department

Presenter: None

Department: Convention & Cultural Services

Division: Conv Ctr Operational Admn

Dept ID: 17001151

Attachments:

1-Description/Analysis

2-Professional Services Agreement with Wombo, Inc.

City Attorney Review

Approved as to Form
Maila Hansen
11/17/2015 9:46:51 AM

Approvals/Acknowledgements

Department Director or Designee: Jody Ulich - 11/10/2015 8:50:04 AM

Description/Analysis

Issue Detail: The current agreement for exclusive telecommunication provider services within the Sacramento Convention Center Complex (Complex) expires on December 31, 2015. It is necessary to award a new agreement for telecommunication services to avoid service interruption to the Complex and its clients.

Following the use of a Request for Proposal (RFP) process, staff recommends awarding an agreement for exclusive telecommunication provider services at the Complex to Wombo, Inc (Wombo). Wombo is the current exclusive telecommunications provider for the Complex, and has been providing services for the past fifteen years.

Policy Considerations: The recommendations in this report are consistent with the provisions of Sacramento City Code Chapter 3.64.

Economic Impacts: None.

Environmental Considerations: The report does not constitute a “project” and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3);15378(b)(2)].

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: On September 28, 2015, the City issued a RFP for exclusive telecommunication services for the Complex. On October 13, 2015, the City received three proposals for telecommunication services. The proposals were from Wombo, Audio Visual Services Group, Inc., d.b.a. PSAV Presentation Services, and Sight & Sound Audio Visual Incorporated d.b.a. Corporate Staging & Events. The City’s panel of evaluators first evaluated the proposals based on customer service, quality assurance, experience, and responsibility. If a proposal received a score of at least 80 percent from this initial evaluation, then the proposer’s financial worksheets were evaluated.

After evaluating the proposals, Wombo is being recommended for award of this agreement. The proposal submitted by Wombo met and exceeded the requirements placed in the RFP. Wombo offered high quality IT components, provided the ability to be on-call 24 hours, seven days a week, demonstrated being responsive and flexible to client needs, and Wombo has extensive experience working at a convention center.

Financial Considerations: Revenue from telecommunication services is shared between Wombo and the Complex, with the Complex receiving 25% of the total gross receipts from rentals and services provided by Wombo to licensees, exhibitors, decorators, and others requesting telecommunications services at the Complex. The annual commission payment to the Complex is

projected to be approximately $100,000. Additionally, Wombo will provide $50,000 towards telecommunications upgrades at the Complex. The estimate and the additional pay were included in the Fiscal Year 2015/16 approved budget. Any necessary adjustments will be considered and brought to City Council as part of each fiscal year's budget development.

Local Business Enterprise (LBE): Not applicable.

PROJECT #: P16171131003

PROJECT NAME: Exclusive Telecommunications Provider for Convention Center Complex

DEPARTMENT: Convention & Cultural Services

DIVISION: Convention Center

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Wombo, Inc.
8733 Magnolia Ave., Suite 100
Santee, CA 92071

("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.

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* **This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

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: Jody Ulich

Title: CCS, Director

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

Maila Hansen
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:

NOMBO, INC.
NAME OF FIRM

77-0485659
Federal I.D. No.

442-0180-4
State I.D. No.

1000478
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

JOHN SOMMATINO, CEO
Print Name and Title

Additional Signature *(if required)*

Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Wombo, Inc.

Address: 8733 Magnolia Ave., Suite 100, Santee, CA 92071

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

11/5/15
Date

JOHN SOMMATINO
Print Name

CEO
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:
Dustin Hollingsworth, Operations Manager & Technical Director
City of Sacramento Convention Center
1030 - 15th Street, Suite 100, Sacramento, CA 95814
Ph: 916-808-5538 / Fax: 916-808-7687 / E-mail:Djhollingsworth@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:
John Sommatino, CEO
Wombo, Inc.
8733 Magnolia Ave., Suite 100, Santee, CA 92071
Ph: 619-647-3639 / E-mail: john@wombo.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 ___✓___ 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 Attachments 1 and 2 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance.

The services described herein shall be for an initial period from January 1, 2016 to December 31, 2018, with up to two additional one-year extension option(s) at the sole discretion of CITY.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

A. Compensation to CITY.

1. **Commission Payments.** CONTRACTOR will pay to the CITY, commissions in the amount of twenty five percent (25%) of CONTRACTOR's gross receipts for rentals and services provided to licensees, exhibitors, decorators and others requesting telecommunications services at the Sacramento Convention Center Complex, including the Community Center Theater and Memorial Auditorium. Said commissions shall be payable on all gross sales, exclusive of sales tax.

   In addition, CONTRACTOR shall provide at a minimum a total of $50,000 to the CITY towards Capital Investment on infrastructure for the entire Sacramento Convention Center Complex for the full term of this Agreement as approved by the General Manager of the Sacramento Convention Center Complex. This amount is in conjunction to the list of upgrades provided in Attachment 2 of Exhibit A of this Agreement. Within ninety (90) days from the start of this Agreement, and as mutually agreed upon, CONTRACTOR and CITY will develop a schedule listing the proposed improvements to be made and when they would occur.

2. **Financial Reports.** CONTRACTOR will submit to the CITY to the address mentioned below, by the fifteenth (15th) calendar day of each month, a report of sales activity for the previous month along with the Commission Payments. The report will provide a daily detail of gross receipts specified by type of service, indicate total gross sales, and indicate commissions due to the CITY.

   CONTRACTOR will submit to the CITY by the twentieth (20th) calendar day following each year of this Agreement, a report of sales activity for the previous year. The report will summarize gross receipts specified by type of service, and indicate commission due to the CITY.

   Financial Reports and Commission Payments shall be sent to:

   - City of Sacramento Convention Center
     1030 – 15th Street, Suite 100
     Sacramento, CA 95814
     Attn: Steven Sakakihara

   Additionally, CONTRACTOR shall send electronic copies of these financial reports (based on the timelines as mentioned above) in Excel format to the following email address:

   - Email: shsakakihara@cityofsacramento.org

3. **Records, Accounting and Auditing.** During the term of this Agreement and for a period of three (3) years following the termination of this Agreement, CONTRACTOR will maintain in accordance with generally accepted accounting principles, the full and complete records regarding all services performed under this Agreement. The CITY will have the right to prescribe the form of records to be kept by the CONTRACTOR in accordance with this provision.

   CITY will have the right, after reasonable notice, and at reasonable times to free access to all books, correspondence, memoranda, or other records of the CONTRACTOR relating to this Agreement for the purpose of verification of gross receipts reported by the CONTRACTOR during the term of this Agreement.

   CONTRACTOR will furnish to the CITY an annual financial statement for the previous twelve (12) months of service. This statement will consist of a balance sheet, income statement, and supplemental schedule of gross receipts covering the previous twelve (12) months of service. The statement will be prepared by a Certified Public Accountant licensed by the State of California on their stationery for the CONTRACTOR and only include financial data for the operations that occur in the Sacramento Convention Center premises. This statement shall be provided to the CITY, at the address mentioned above, within ninety (90) days from December 31st each year of this Agreement.

4. **Gross Receipts.** The term "Gross Receipts" as used in this Agreement is defined to be all money, cash, receipts, receivables, assets, property, or other things of value including, but not limited to, the entire price charged for all services provided under this Agreement whether or not payment is made at time of sale. Gross receipts will not include sales and excise taxes required to be collected by CONTRACTOR.

5. **Late Payments.** Late payments will be subject to additional charges of one and one-half percent (1.5%) per month on the unpaid balance due.

6. **Payment of Taxes.** CONTRACTOR acknowledges that certain taxes may be assessed for its use of the CITY'S real property (Possessory Interest Tax). CONTRACTOR will promptly pay any and all taxes, including real property, personal property and any other possessory interest or use tax, assessed or levied on CONTRACTOR'S interest in this Agreement, CONTRACTOR'S real or personal property, and/or improvements constructed by CONTRACTOR.

EXHIBIT C

PROFESSIONAL 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*]:

As specified in Attachment 1 to Exhibit A of this Agreement.

EXHIBIT D
PROFESSIONAL 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 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 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 sub-consultant, 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)

(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 _____ Is not ✓ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least _____ 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 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 . . .

- 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.

ATTACHMENT 1 TO EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

A. Scope of Work.

1. CONTRACTOR will solely operate full-service Telecommunication Services in support of clientele who have a license agreement with the Sacramento Convention Center to participate in events at the Sacramento Convention Center, and will have joint use services with the CITY and as directed by the General Manager for events occurring at the Community Center Theater and Memorial Auditorium. This will include services, equipment, and personnel, hereinafter referred to as "Services". CONTRACTOR will ensure that staffing and Services provided are of the highest quality available. CONTRACTOR will consistently endeavor to enhance the operations for the Sacramento Convention Center Complex through identification of viable additional services requested by the CONTRACTOR's clientele over the term of the Agreement.

B. Staffing

1. CONTRACTOR will appoint a Director of Telecommunications Services acceptable to the General Manager of the Sacramento Convention Center Complex (hereinafter referred to as "General Manager") who will be assigned to the Sacramento Convention Center on a full-time basis and will manage CONTRACTOR'S efforts on behalf of the Sacramento Convention Center Complex. The Director will have a minimum of four (4) years' experience as an in-house Director of Telecommunications or Director of Operations at a comparable sized convention center or conference hotel. The Director will be available to attend pre-convention and other meetings with the Sacramento Convention Center Complex's staff and/or clients. The Director will also supervise CONTRACTOR'S personnel in the actual set up, tear down and operation of equipment.

2. CONTRACTOR will also employ a Sales Manager of Services acceptable to the General Manager who will be assigned to the Sacramento Convention Center on a full-time basis and will sell and market CONTRACTOR'S services on behalf of the Sacramento Convention Center Complex. The Director of Telecommunications Services and the Sales Manager will not be the same individual. The Sales Manager will have a minimum three (3) years' experience working as an in-house Telecommunications Sales Manager at a comparable sized Convention Center or Conference Hotel.

3. CONTRACTOR will maintain office hours five (5) days a week, or as required by the needs of clients of the Sacramento Convention Center Complex and/or General Manager. CONTRACTOR will provide compatible communication systems to ensure availability of CONTRACTOR personnel 24 hours per day, 365 days per year.

4. CONTRACTOR will provide adequate personnel, equipment and materials acceptable to the General Manager to permit the timely completion of all work as requested by clients. All personnel shall be trained and supervised in accordance with accepted industry practices and will conform to the reasonable rules and regulations of the Sacramento Convention Center Complex established from time to time by the General Manager. All work will be completed in a professional manner. At no point, will any of the CONTRACTOR'S personnel work for another vendor on the premises of the Sacramento Convention Center Complex.

5. CONTRACTOR will be capable of meeting last-minute requests as specified by the Sacramento Convention Center Complex's staff for providing all basic telecommunication equipment and service.

6. CONTRACTOR will provide uniforms to all personnel that are acceptable to the General Manager and/or enforce not less than business casual attire dress code. Picture identification must be provided by CONTRACTOR and worn by all personnel while on the premises of the Sacramento Convention Center Complex.

7. CONTRACTOR will provide efficient, prompt and professional service to patrons, guests, licensees and visitors to the Sacramento Convention Center Complex, and will correct any conduct that does not meet with approval of the General Manager immediately upon notice.

C. Administration

1. CONTRACTOR will maintain and operate Services in a first class manner, and shall keep the premises of the Sacramento Convention Center Complex in a safe, clean, orderly and inviting condition at all times satisfactory to the standards of the General Manager.

2. CONTRACTOR will cooperate with the staff from the Sacramento Convention Center Complex and the Convention and Visitors Bureau (CVB) to market the premises of the Sacramento Convention Center Complex to potential clients.

3. CONTRACTOR will provide at least one computer for their use in CONTRACTOR'S on-site office which meets the approval of the General Manager. This computer will be placed on the CITY'S network and will be used for e-mail communication and the master event management system used to book events for the Sacramento Convention Center Complex. In the event of service needs, CITY will provide network line(s) and connection for this computer at no cost to the CONTRACTOR. CONTRACTOR will provide all computer equipment and will be responsible for required upgrades and licensing costs.

4. CONTRACTOR will provide a cell phone(s) compatible with that of the Sacramento Convention Center Complex's management, which will be worn at all times by CONTRACTOR'S Director of

Telecommunication Services. CONTRACTOR will also provide emergency numbers to the Sacramento Convention Center Complex's personnel through which a representative of CONTRACTOR may be reached at all times.

5. CONTRACTOR, at its own expense, will provide at least two radios for use by CONTRACTOR'S staff while on the premises of the Sacramento Convention Center Complex. The frequency must be compatible with that of radios operated by staff at the Sacramento Convention Center Complex.

6. CONTRACTOR will provide a written and detailed marketing and promotion plan for the sale of services to the General Manager for approval within ninety (90) days of the start of this Agreement.

7. CONTRACTOR will provide sufficient marketing literature, including price schedules for Equipment and Services, to inform prospective licensees of the services available on the premises of the Sacramento Convention Center Complex. The literature should emphasize the quality and depth of services available. The staff at the Sacramento Convention Center Complex will distribute marketing material to all prospective and contracted licensees. All materials are subject to the approval of the General Manager prior to circulation.

8. CONTRACTOR will provide service order forms specific to the premises of the Sacramento Convention Center Complex and make forms available to general service providers at no cost for inclusion in exhibitor kits.

9. CONTRACTOR will provide to staff at the Sacramento Convention Center Complex complimentary services at the discretion of the General Manager and CONTRACTOR for non-revenue producing "in-house" functions.

D. Equipment

1. Pricing schedules for Equipment and Services shall be competitive as compared to pricing schedules offered at comparable operations, and approved by General Manager at award of this Agreement. General Manager must approve all proposed pricing changes prior to change.

2. CONTRACTOR will provide an inventory of equipment on-site at the Sacramento Convention Center acceptable to the General Manager, and additional inventory in the Sacramento area as identified by the General Manager to minimize the need to rent equipment. The General Manger may request the repair, removal, or replacement of any on-site equipment by CONTRACTOR as needed. CONTRACTOR'S equipment will be identified in a suitable manner to clearly distinguish it from equipment owned by the CITY.

3. Except as herein provided, upon expiration or termination of this Agreement, all equipment installed or used in the Sacramento Convention Center Complex shall become the property of the CITY without compensation to CONTRACTOR.

4. CONTRACTOR will maintain adequate inventories of equipment and supplies. CONTRACTOR will, at its own cost, maintain and replace all equipment as necessary, to ensure that it is fully functional and ready for use at all times. CONTRACTOR will be the sole contact point and the sole responsible party to be held accountable for the proper functioning of the Services required under this Agreement.

5. CONTRACTOR will set up, tear down and operate, where required, all equipment furnished by CONTRACTOR. CONTRACTOR will provide general care and routinely inspect and monitor the permanently installed systems (including but not limited to telecommunication infrastructure). CONTRACTOR will provide all general cleaning and system support including replacement of broken jacks and blown fuses at no cost to the CITY.

6. CONTRACTOR will provide, in conjunction with an appointed Sacramento Convention Center Complex representative, on an annual basis, an overall checkup of the Sacramento Convention Center Complex's telecommunication infrastructure and make a full report of its findings and recommendations to the General Manager. In the event of a major failure of the system requiring replacement of components or the need for a capital outlay, CONTRACTOR will inform the General Manager of the costs involved before the work is begun.

7. CONTRACTOR will not be permitted access to the CITY owned equipment unless approved by the General Manager. In the event that CONTRACTOR finds it necessary to work in the same secured area as the CITY owned equipment, at no time may the CONTRACTOR alter or interfere with the CITY owned computer/telephone network equipment.

8. At the request of CONTRACTOR, Sacramento Convention Center Complex's staff shall install or have installed, at CONTRACTOR'S expense, a private open phone line in the CONTRACTOR's on-site office with the monthly charges for services and calls billed to CONTRACTOR.

9. CITY shall exempt CONTRACTOR from those charges usually applicable for connection to or from the Sacramento Convention Center Complex's electrical systems.

E. Facilities and Services Provided by the CITY

1. Sacramento Convention Center Complex's staff shall recommend CONTRACTOR exclusively to any client for the premises of the Sacramento Convention Center Complex who requests the type of services and equipment provided by CONTRACTOR and shall provide such clients with information enabling them to contact CONTRACTOR.

2. Sacramento Convention Center Complex's staff shall provide the CONTRACTOR the exclusive authority to operate the in-house telecommunication systems. Without the express written consent of the General Manager, no party except the Sacramento Convention Center Complex's staff or the CONTRACTOR may connect equipment of any kind to the house telecommunication systems. This exclusive authority shall include the expectation of CONTRACTOR to cooperate with other vendors providing different services to clients.

3. Sacramento Convention Center Complex's staff shall furnish suitable and adequate space within the Sacramento Convention Center only, as determined solely by the General Manager, for the operation of the Services to be provided and full storage of CONTRACTOR'S equipment. Representatives authorized by CONTRACTOR and Sacramento Convention Center Complex's staff shall maintain keys to the designated office and storage areas. Those representatives shall be responsible for the safekeeping of keys and preventing unauthorized access to secure areas.

4. Representatives of the Sacramento Convention Center Complex shall not negotiate or discount CONTRACTOR'S prices. The General Manager shall notify CONTRACTOR when negotiation with a client is necessary.

F. Premises

1. CONTRACTOR will have the right to occupy and operate from these premises of the Sacramento Convention Center Complex for the Services set forth herein, and for other business purposes necessary and incidental thereto, but not for any other purpose. CONTRACTOR accepts the premises of the Sacramento Convention Center Complex in its present condition and acknowledges it has inspected same and is fully cognizant of existing conditions. Improvements made to the facility, including office space, must be approved by the CITY prior to installation.

2. CONTRACTOR will not erect, install or operate signage or improvements upon the premises of the Sacramento Convention Center Complex or in or upon any other Sacramento Convention Center Complex property, any signs or similar advertising devices for its own business without first having obtained the written consent from the General Manager. Such written consent may consider and provide conditions concerning factors such as existing signage, size, type, content and method of installation.

3. CONTRACTOR will, at its own expense, maintain all office and storage space in a clean and sanitary condition in accordance with, and consistent with all applicable rules of the CITY, and the demands and requirements of law, including health and safety codes.

4. CITY will have the right to enter the CONTRACTOR's on-site office and storage area(s) at reasonable times during operating hours, to determine if CONTRACTOR has complied and is complying with the terms and conditions of this Agreement. However, the CITY may enter the on-site office and storage area(s) at any time in the case of an emergency affecting the public

interest or property.

5. Upon termination or expiration of this Agreement, CONTRACTOR will quit and surrender premises of the Sacramento Convention Center Complex in the same condition as existed upon move-in. Equipment, trade fixtures and personal property left by the CONTRACTOR in the Sacramento Convention Center Complex beyond thirty (30) days of the termination date of this Agreement shall become the property of the CITY.

G. Rights and Obligations of CONTRACTOR

1. Subject to the rights reserved herein by the CITY, CONTRACTOR will have the exclusive right to operate at the Sacramento Convention Center, with joint use with the CITY at the Community Center Theater and Memorial Auditorium.

2. CONTRACTOR will strictly comply with all state, federal and local laws, ordinances and regulations applicable to and governing the services to be provided herein, and will, at its own expense, procure all necessary licenses and permits.

3. CONTRACTOR will not advertise or permit advertising in any manner, or directly or indirectly use the trademarks, symbols or trade name of the Sacramento Convention Center Complex in connection with any production, promotion, service or publication, other than as approved by the General Manager in writing.

H. Rights and Obligations of the CITY

1. The CITY will, through its designated representative, be the final authority with regard to all aspects of the control, management and performance provided for herein and modifications to practices, policies or guidelines will be approved by the CITY prior to implementation.

2. The CITY will not be held responsible for CONTRACTOR'S property, including equipment owned or leased by the CONTRACTOR and used, maintained or stored at the Sacramento Convention Center, nor shall it be responsible for damage resulting from a power failure, flood, fire, explosion, vandalism or other causes outside of the control of the CITY.

ATTACHMENT 2 TO EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SERVICES AND EQUIPMENT INVENTORY

A. Services to be provided by CONTRACTOR:

- Voice and data services
- Broadband extension services (i.e. DSL, T1, etc.)
- Internet access
- LAN or WAN within the Center
- Assistance with setting up a computer to access the Internet, sometimes referred to as computer concierge or "concierge" service
- Public and private wireless services
- 24 hour, 365 days per year telecommunications services as required by event schedule
- Connection and usage of telecommunication lines
- Repair and maintenance of Communications System
- Signage as approved by the CITY and provided for herein
- Voice and data service to be installed in meeting and lecture space
- Maintenance and upgrades of voice and data service systems
- Setting up the Sacramento Convention Center website as a splash page when connecting to the network provided by the CONTRACTOR

B. Equipment Inventory. CONTRACTOR must provide to the CITY a listing of all current equipment inventory (including serial number, location of equipment, when equipment is installed and manufactured, and identify the End of Life, End of Support items) that will be used and reside on-site at the Sacramento Convention Center Complex at the beginning of each year of this Agreement. Additionally, CONTRACTOR may be asked to provide additional documentation (such as, map of the current infrastructure; and map of access points showing the range and signal strength of each) on an annual basis as requested by the General Manager.

The following is a list of equipment that will reside on-site at the Sacramento Convention Center Complex.

- 16 - CISCO Catalyst 48 Port Enterprise Switch with Gig Fiber Ports
- 2 - CISCO Catalyst Gig Fiber Switch
- 2 - CISCO Router with Gig Fiber Ports
- 3 - Vlan and metering equipment
- Event monitoring and notification system
- 35 - Xirrus Wireless Access Point Equipment
- 100 - Southwestern Bell Single Line Phones or equivalent

- 20 - GE Multi-Line Speaker Phones or equivalent
- 10 - Fiber Transceivers

Some equipment will be upgraded by CONTRACTOR to provide future expansion and services. Except for the computer, laptop and printers provided by the CONTRACTOR, all other equipment (including any upgrades) that is installed or used in the Sacramento Convention Center Complex shall become the property of the CITY without compensation to the CONTRACTOR upon expiration or termination of this Agreement.

Below is a list of upgrades with the locations specified. These upgrades shall occur within the first three years of this Agreement and shall be approved by the General Manager prior to upgrade. Within ninety (90) days of the start of this Agreement, CONTRACTOR shall provide to the General Manager a proposed schedule on when these upgrades will occur.

For any other additional upgrades that are not listed below, CONTRACTOR shall provide advance notice to the General Manager and receive approval from General Manager prior to upgrade.

Name	Location at Sacramento Convention Center (SCC) Complex
VlanServer Primary	Delta Room Basement 0.1
VlanServer Secondary	Delta Room Basement 0.1
VlanServer Backup	Delta Room Basement 0.1
Event monitoring and notification system	Delta Room Basement 0.1
Sales Laptop	Sales Office
Computer with access to City system	Sales Office
Brother Printer MFC -7460DN	Sales Office
Brother Printer MFC -7440N	Delta Room Basement 0.1
IT Laptop	Delta Room Basement 0.1
XIRRUS XN4 SCC ExH C north	SCC Exhibit Hall C north
XIRRUS XN4 SCC ExH C south	SCC Exhibit Hall C south
XIRRUS XN4 SCC 3rd E/L s	SCC 3rd Floor E/L south
XIRRUS XN4 SCC 3rd E/L n	SCC 3rd Floor E/L north
XIRRUS XN4 SCC 2nd Flr Lnd	SCC 2nd Floor Landing
XIRRUS XN8 SCC ExH B	SCC Exhibit Hall B
XIRRUS XN4 SCC VIP Lounge	SCC VIP Lounge
XIRRUS XN4 SCC Exh Hall D	SCC Exhibit Hall D
XIRRUS XN4 SCC Exh Hall E	SCC Exhibit Hall E
XIRRUS XN4 SCC 13th Street SW	SCC 13th Street south west
XIRRUS XN4 SCC Yolo	SCC Room 202
XIRRUS XN4 SCC 13th & J Str	SCC 13th & J Street
XIRRUS XN8 SCC 3rd BR north	SCC 3rd Floor north corridor
XIRRUS XN4 SCC Fishbowl	SCC Fishbowl J Street
XIRRUS XN4 SCC J Str Corr ne	SCC J Street corridor north east

Name	Location at Sacramento Convention Center (SCC) Complex
XIRRUS XN4	SCC Room 203
XIRRUS XN4 SCC San Joaquin	SCC Meeting Room 102
XIRRUS XN4	SCC Room 204
XIRRUS XN4 SCC Yuba	SCC Meeting Room 103
XIRRUS XN4 SCC Sutter	SCC Meeting Room 105
XIRRUS XN8 SCC 3rd BR south	SCC 3rd Floor south corridor
XIRRUS XN4	SCC Room 205
XIRRUS XN8	SCC Hall A East
XIRRUS XN8	SCC Hall A West
XIRRUS XN4	SCC Floater
XIRRUS XN4	SCC Floater
XIRRUS XN4	SCC Floater
XIRRUS XN4	SCC Floater
XIRRUS XN4	SCC Floater
4912G-1	Delta Room Basement 0.1
4912G-2	Delta Room Basement 0.1
2948G-2nd-Fl-Coat	ACT 2.1
2948G-HALL-C-JANITOR	Janitor Closet Hall Corner
2948G-ACT-1.2	ACT 1.2
2948G-EXH-HALL-E	Catwalk Hall E
2948G-Interconnect	Interconnect 0.2
2948G-BRLnorth-3.2	3rd Floor Electrical Room North
2948G-HALL-C-North	Catwalk Hall C
2948G-EXH-HALL-D	Catwalk Hall D
2948G-BRLsouth-3.1	3rd Floor Electrical Room South
2948G-HallA-South	Hall A South A/V
2648G-Soundroom	Sound Room Hall E
2948G-Delta-1	Delta Room Basement 0.1
2948G-Delta-2	Delta Room Basement 0.1
2948G-Act1.2	Activity Building 1.2
2948G-Theater1.0	Theater

City of SACRAMENTO 08

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01014

Title: Contract: Heating, Air Conditioning and Ventilation (HVAC) Filters

Location: Citywide

Recommendation: Pass a Motion: 1) awarding a contract for HVAC filters for a four-year period to Ryan Herco Solutions for a total amount not-to-exceed $250,000; and 2) authorizing the City Manager or his designee to execute contracts for the not-to-exceed amount specified.

Contact: Marc Robles, Program Analyst, (916) 808-6343; Katherine Robbins, Interim Procurement Manager, (916) 808-1562, Department of Finance

Presenter: None

Department: Finance

Division: Procurement Services

Dept ID: 06001511

Attachments:

1-Description/Analysis

2-HVAC Bid Results

3-Contract

City Attorney Review

Approved as to Form
Maila Hansen
11/18/2015 11:43:46 AM

Approvals/Acknowledgements

Department Director or Designee: Leyne Milstein - 11/18/2015 10:32:41 AM

Description/Analysis

Issue Detail: The City of Sacramento has ongoing requirements for HVAC filters for City facilities. In September 2015, the Finance Department, Procurement Services Division, issued Invitation for Bid No. B16061511003 for the purchase of HVAC filters to meet the needs of multiple City departments. Three bids were received. Staff recommends awarding a contract to the lowest responsible bidder, Ryan Herco Solutions, based on the bid results (Attachment 1).

Policy Considerations: The recommendations in this report are in accordance with City Code Section 3.56, regarding purchase of supplies and services.

Economic Impacts: None.

Environmental Considerations: The report does not constitute a “project” and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Under Phase 1 of the City of Sacramento’s Climate Action Plan, all applicable “green” alternatives will be considered prior to the purchase of supplies and accessories. Many green products are available under the proposed contract and proper filtration of HVAC systems contributes to the reduction of greenhouse gases.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Staff is recommending awarding to the lowest responsible bidder. In addition to furnishing Facilities staff with filters for everyday needs, this bid was designed to allow departments citywide to purchase from this contract. The contract will accommodate City departments with maintenance, repair and operations (MRO) products as needed. Staff recommends a total not-to-exceed amount of $250,000 for the four-year term of the contract.

Financial Considerations: Sufficient funding is available in the FY2015/16 operating budgets for the departments making purchases through June 30, 2016. Purchases made after June 30, 2016, are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Ryan Herco Solutions is an LBE.

Attachment 1

Bid Results

	Air Filter Control	Kaman Industrial	Ryan Herco
HVAC filters	$24,386.00	$34,707.75	$24,578.50
Sales Tax (8.5%)	$2,072.81	$2,950.16	$2,089.17
1% City Limit Preference	n/a	n/a	<$245.79>
Prompt Payment Discount	n/a	n/a	n/a
Total Bid Evaluation	$26,458.81	$37,657.91	**$26,421.89** [1]

[1]The bid evaluation amount of $26,421.89 represents the total for the quantities selected for evaluation purposes only, calculated on historic annual expenditures. Authorization is requested to enter into contracts in a total amount not to exceed $250,000 which anticipates a cost and/or volume increase and more closely reflects the actual amount anticipated to be expended overall for the four-year contract term.

City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES **Meeting:** 11/24/15

☐ **Real Estate** ☐ **Other Party Signature Needed** ☐ **Recording Requested**

General Information

Type: Commodity **PO Type:** **$ Not to Exceed: $250,000.00**	**Attachment:** **Original Doc Number:**
Other Party: Ryan Herco Solutions	**Certified Copies of Document**::
Project Name: Heating, Ventilation and Air Conditioning(HVAC) Filters	**Deed:** ☒None ☐ Included ☐Separate
Project Number: Bid Transaction #: B1606151003	LBE: Yes

Department Information

Department: Finance — Division: Purchasing

Project Mgr: Marc Robles — Supervisor: Katherine Robbins

Contract Services: Date: 11/24/15 — Division Mgr: Katherine Robbins

Phone Number: 808-6343 — Org Number: 06001511 — Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Initial and Forward to Next on List Project Mgr:	MH	10-30-15
Accounting:	n/a	
Contract Services:		
Supervisor:		
Division Manager:	Katherine Robbins	11-3-15

City Attorney	Signature or Initial	Date
Initial and Date City Attorney **(Maila Hansen):**	MLH	11/18/15

☐ **Send Interoffice Mail** ☒ **Notify for Pick Up**

Authorization	Signature or Initial	Date
Choose Director Leyne Milstein - Dept Director:		
CONTROL #		
City Mgr: Yes ☐ No ☒		

For City Clerk Processing

Finalized:
Initial:
Date:

Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; h
contract. (DPR 06-18-09)

CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B16061511003

INVITATION FOR BID
And
Contract Specifications for Supplies

FOR: HVAC FILTERS FOR CITY FACILITIES

Bids Must Be Received Up To The Hour of 2:00 P.M. on **October 7, 2015**

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
[ ] No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: RYAN HERCO FLOW SOLUTIONS

Address: 8500 MORRISON CREEK DRIVE # 100

City, State, Zip Code: SACRAMENTO CA 95828

Phone Number: 800-848-1141

Email Address: SACRAMENTOSALES@RHFS.COM

Ver. (5-07-2014)

CITY OF SACRAMENTO

Bid No. B16061511003

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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, October 7, 2015. After opening, Bids may be inspected in the City Clerk's Office.

   (Note: Bids must be submitted by 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 ___ % 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 _____.

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
Procurement Service Division	Facilities Maintenance Division
Attention: Marc Robles	Attention: Nghiem Nguyen
Email: mrobles@cityofsacramento.org	Email: nnguyen@cityofsacramento.org
(916) 808-6240	(916) 808-6205

    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. B16061511003

FOR : HVAC FILTERS

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: RYAN HERCO FLOW SOLUTIONS

ADDRESS: 8500 YOUNGER CREEK DRIVE #100

PHONE #: 800-848-1141 FAX #: 916-388-5766 E-MAIL: SACRAMENTOSALES@RHFS.COM

STATE TAX I.D. #: 13-082304 FED. TAX I.D. #: 95-1915233

City of Sacramento Business Operation Tax Certificate #: 140631
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): ____ Individual/Sole Proprietor ____ Partnership
X Corporation ____ Limited Liability Company
____ Other (please specify: _____)

BY: (signature of authorized person)

PRINT NAME: BRENT BENNETT

TITLE: INSIDE SALES

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 10.7.15.

Bid Bond Required: [X] 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: $ 250,000.

Award Date: 11.24.15

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
Maile Hansen		
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 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. 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:

* - RYAN HERCO FLOW SOLUTIONS IS NOT A CONTRACTOR.

"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 who 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

AWARD

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose bid(s) is/are most responsive to the needs of the City.

The City also reserves the right to reject any and all bids or alternate bids as the best interest of the City may require. Consideration will be given in comparing proposals and in awarding a contract, not only to the amount of the proposal, but also the kind and quality of the items offered, its suitability for use in the service intended as well as the lowest ultimate cost to the City. Timely delivery is important and may influence the award.

CONTRACT PERIOD

Any contract(s) resulting from this bid shall be effective for a period of four years from the date of award.

PRICE ADJUSTMENT

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be subject to adjustment on the anniversary date of the contract. Vendor shall submit any request for price increases prior to the anniversary date. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

PRICES

a. Payment terms are net 30 days unless bidder otherwise quotes. All cash 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.

b. If invoices are incorrectly priced, the City shall notify the Vendor, and may withhold payment until the pricing is corrected. If invoices are continually or regularly in error, the City may terminate this agreement. **NOTE: If a prompt payment discount is offered and the invoice is priced incorrectly, the prompt payment discount period will not start until the City receives the corrected invoice. (No exceptions)**

c. Prices quoted on the bid sheets shall reflect the same discounts offered from the Bidder's current price list(s). For example, if the bidder is offering the City "dealer" or jobber" plus 5%, then all prices quoted shall be "dealer" or "jobber". If prices offered are "dealer" less 5% or "jobber" plus 5%, then all prices quoted shall be "dealer" less 5% or "jobber" plus 5%. Price list(s) shall be included with the bid. The discount(s) and price list(s) shall be firm for the term of the agreement. Prompt payment discounts, if any shall be noted. All prices shall be quoted F.O.B "delivered". In the event that there is a conflict or discrepancy between the pricing of an item or items listed on the bid sheet or the stated the discount and price list(s), the City will refigure bidders unit prices using the price list(s) provided and the discount(s) stated in the bid.

BID ITEMS AND SERVICES PROVIDED

The bid items are listed for evaluation purposes only. The quantities and items specified are estimates only of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit prices quoted in

accordance with availability of funds and actual needs as they occur throughout the contract period. Items to be provided shall not be limited to the items on the bid sheet. Vendor shall agree to supply the City with other replacement filters upon request. The discount used on the bid items shall also apply to all other items purchased by the City.

MANUFACTURING, MATERIAL AND DESIGN PRACTICES

The bidder/manufacturer shall use material and design practices that are the best available in the industry for the conditions which items will be subjected to. All items supplied shall be compliant with ANSI/ASHRAE Standard 52.2-2012 or most recent revision and conform in strength, quality of material and workmanship to recognized industry standards.

DELIVERY

The successful bidder shall be located within a 25-mile radius of the Highway 99, Business 80, Highway 50 (W-X) freeway interchange and provide same day delivery service as requested to the City of Sacramento Corporation Yard South, 5730 24th Street, and other sites within Sacramento as required at no additional cost. All deliveries shall be free of charge, and there shall be no minimum order required. All deliveries under the agreement shall be accompanied by an invoice. All invoices shall include the bidder's name, the City's purchase order number, the date of order, and itemized list of all the materials furnished, including quantity, unit price and extension of each item, less applicable discount

F.O.B/FREIGHT

All items are to be supplied F.O.B., City of Sacramento, California, freight prepaid and added.

WARRANTY (COMMERCIAL)

a. The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

c. The provisions of this contract shall in no way prohibit the City from purchasing the same products and/or services listed herein from another supplier.

PAYMENT INVOICING

a. Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, General Services Department (Facility Maintenance Division), 5730 24th Street, Bldg 1, Sacramento, CA 95822-3699.

b. All invoices shall include City purchase order number, City designated equipment number and name of person who placed the order, itemized list of materials furnished, including quantity, unit price and extension of each item less applicable discount and labor charges.

SPECIFICATION VARIANCES

If any of the items bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the bid. The City of Sacramento reserves the right to waive minor variation(s) if the opinion of the Procurement Services Manager the items offered meets the general intent of these specifications.

PARTS CATALOG(S)

Catalog(s) shall be supplied at the time of award of contract. This may be provided in CD-ROM or other electronic format.

CONFERENCE (PRE-AWARD)

The apparent lowest responsible bidder may be requested to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed.

EVALUATION (INSPECTION)

Merchandise, components, and units will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all items and equipment, and conformance to all other requirements of this specification. 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 reinspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

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.

TERMINATION

Whenever, in the opinion of the Procurement Services Manager, the said service is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated and contract with another supplier. It shall be understood and agreed that either party upon thirty days written notice may terminate the contract.

Notwithstanding any provisions to the contrary herein, City shall have no obligation to give more than two notices of unsatisfactory performance in the calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this Contract, City may thereupon terminate this Contract immediately.

The Contractor and/or surety will be liable an assessed for any and all costs for the reprocurement of the contract services.

CONTRACT REPRESENTATIVE

During performance of the contract, the City will be represented by Nghiem Nguyen, telephone (916) 808-6205.

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, EcoLogo, 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://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS

The intent of these specifications is to describe new HVAC replacement filters as required for various equipment owned and/or operated by the City of Sacramento.

a. All items provided under this contract shall be equal to original equipment manufacturer's specifications or better and shall be identical in size, design and a direct replacement for items requested without any modifications. All items shall be Underwriters Laboratories (UL) approved, moisture resistant and pleated MERV 8 or S-100 NOVA, meeting ASHRE standard 52.2-2012 or most recent revision. Proof of certification may be required prior to award of contract.

b. **Note: Product lines that are offered on the bid sheet shall be the same product lines provided during the term of this agreement. There shall be no substitutions for any item unless approved by City representatives. If an item is substituted, that item shall be priced at the same price on the bid sheet or at the same discount offered for the item(s) that was bid.**

c. The successful bidder shall have sufficient local inventory of replacement filters that are regularly stocked and used as needed by the City to meet the City's needs. Vendor shall also keep the most heavily used items in stock continuously. Items that are needed immediately shall be delivered within (2) hours of order. Stock orders shall be delivered within one (1) working day of order being placed. All back orders shall be filled within three (3) working days of order.

Note: Failure to maintain adequate stock shall be grounds for terminating this contract.

d. If the successful bidder does not have the required City stock item(s), and the City's need is immediate, the vendor shall obtain the required item(s) from another supplier. There shall be no additional cost to the City for this service.

e. If the successful bidder does not have the required items on a regular basis and/or frequently obtains items from any other suppliers, the City may determine that the bidder does not "maintain an adequate stock" and may terminate this agreement.

f. Filters furnished under this agreement shall be full line, first quality products. They shall be equivalent in function and workmanship to the filter which was furnished as original equipment on the intended application and as recommended by the manufacturer. The manufacturer's warranty shall apply to all filters described by these specifications and their use shall in no way affect the provisions of the factory warranty. Filters shall be classified categorically with published cross-reference charts for proper identification and usage.

g. The provisions of the contract shall in no way prohibit the City from making a purchase for the same commodities listed herein from another supplier.

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? X 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):

8500 MORRISON CREEK DR. #100

SACRAMENTO CA 95828

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 ____ days after receipt of order (ARO).

3. 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").

SECTION III – BIDDER RESPONSE DOCUMENTS

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.

3. PARTS CATALOG(S)

Catalog(s) shall be supplied at the time of award of contract. This may be provided in CD-ROM or other electronic format.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: RYAN HERCO FLOW SOLUTIONS

Address: 8500 MORRISON CREEK DR #100 SAC CA 95828

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

10/5/15
Date

BRENT BENNETT
Print Name

INSIDE SALES
Title

SECTION III – BIDDER RESPONSE DOCUMENTS

D. PRICING SCHEDULE

The bid items listed are for evaluation purposes only. The quantities and items specified are estimates only of the City's annual requirements. Vendor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

All items shall be UL listed, meet ASHRAE standard 52.2-2012 and be pleated MERV 8 or S-100 NOVA.

NOTE: All items must be priced in order for your bid to be considered responsive.

Group I 1-inch pleated filters

Item #	Qty.	Description	Brand Offered/Part No.	Unit Price	Extension
1.	75	15" x 20"	KOCH 102-700-005	$ 2.44	$ 183.00
2.	150	16" x 20"	KOCH 102-700-006	$ 2.07	$ 310.50
3.	50	18" x 20"	KOCH 102-041-015	$ 3.12	$ 156.00
4.	100	20" x 20"	KOCH 102-700-008	$ 2.37	$ 237.00
5.	100	15" x 25"	KOCH 102-041-006	$ 3.43	$ 343.00
6.	150	16" x 25"	KOCH 102-700-007	$ 2.33	$ 349.50
7.	150	18" x 25"	KOCH 102-041-011	$ 3.13	$ 469.50
8.	200	20" x 25"	KOCH 102-700-009	$ 2.66	$ 532.00
9.	150	25" x 25"	KOCH 102-041-014	$ 3.84	$ 576.00

Total Group I $ 3,156.50

Group II 2-inch pleated filters

Item #	Qty	Description	Brand Offered/Part No.	Unit Price	Extension
10.	600	16" x 20"	KOCH 102-700-016	$2.34	$1,404.00
11.	600	20" x 20"	KOCH 102-700-019	$2.64	$1,584.00
12.	400	12" x 24"	KOCH 102-700-012	$2.38	$952.00
13.	400	16" x 24"	KOCH 102-700-053	$3.33	$1,332.00
14.	400	20" x 24"	KOCH 102-700-020	$3.29	$1,316.00
15.	1500	24" x 24"	KOCH 102-700-022	$3.37	$5,055.00
16.	900	16" x 25"	KOCH 102-700-017	$2.62	$2,358.00
17.	100	18" x 25"	KOCH 102-042-009	$3.98	$398.00
18.	400	20" x 25"	KOCH 102-700-021	$2.99	$1,196.00
19.	400	25" x 25"	KOCH 102-700-050	$4.59	$1,836.00
20.	150	20" x 30"	KOCH 102-042-010	$4.59	$688.50

Total Group II $18,119.50

Group III 4-inch pleated filters

21.	50	20" x 20"	KOCH 102-700-028	$5.27	$263.50
22.	50	20" x 24"	KOCH 102-700-029	$5.78	$289.00
23.	50	20" x 25"	KOCH 102-700-030	$5.91	$295.50

BID NO. B16061511003

Item #	Qty.	Description	Brand Offered/Part No.	Unit Price	Extension
24.	50	18" x 24"	KOCH 102-700-027	$ 5.56	$ 278.00
25.	50	24" x 24"	KOCH 102-700-031	$ 5.98	$ 299.00
26.	125	16" x 25"	KOCH 102-700-026	$ 5.21	$ 651.25

Total Group III $ 2,076.25

Group IV S-100 NOVA pleated filters

27.	75	16" x 20" x 2"	KOCH 102-740-016	$ 2.29	$ 171.75
28.	75	16" x 25" x 2"	KOCH 102-740-017	$ 2.58	$ 193.50
29.	50	18" x 25" x 2"	KOCH 102-042-009-S	$ 3.98	$ 199.00
30.	75	20" x 20" x 2"	KOCH 102-740-019	$ 2.58	$ 193.50
31.	50	20" x 25" x 2"	KOCH 102-740-021	$ 2.97	$ 148.50
32.	100	24" x 24" x 2"	KOCH 102-740-022	$ 3.20	$ 320.00

Total Group IV $ 1,226.25

Subtotal (all groups) $ 24,578.50

8.5% Sales Tax $ 2,089.17

TOTAL BID $ 26,667.67

Additional Items

The items shown above are a sampling of what is required by the City. Since various types of equipment are used by the City, other items may be required from time to time. Bidder must therefore make all HVAC filters in a manufacturer's catalog available, and the allowed discount(s) for items not indicated above.

Note: All discount(s) allowed on bid items shall be applied to all City purchases of like or similar items covered by that price list(s). See Page 26, "Prices"

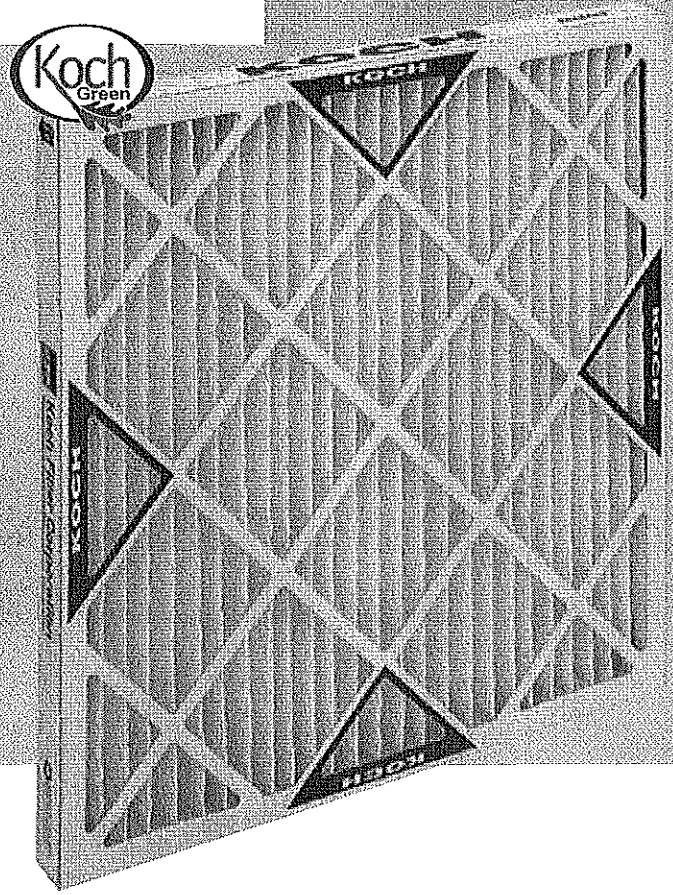
Date of Price List	Description	Brand Offered	Discount Offered

Koch Filter Corporation
Filtration Products Crafted with Pride

New Design and Improved Performance

Multi-Pleat XL8™

MERV 8 Extended Surface Pleated Panel Filters with Mechanical Media



- Upgrade from standard pleated filters
- MERV 8 and MERV-A 8 performance ratings
- Mechanical MERV 8 media is not reliant on electrostatic charge for efficiency
- Low resistance to airflow
- High Dust Holding Capacity
- Sturdy double-wall frame design
- Moisture resistant beverage board frame
- Standard and High Capacity models
- Available in 1", 2", 4" and 6" depths

Koch Filter Corporation...Durable. Reliable. Versatile.

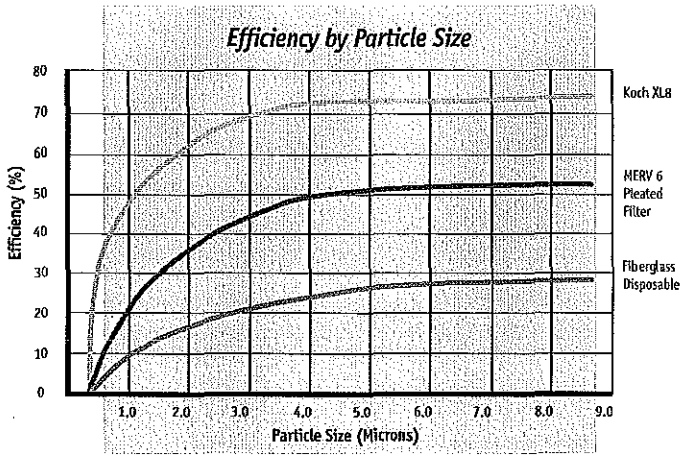
Bulletin No. K-100B

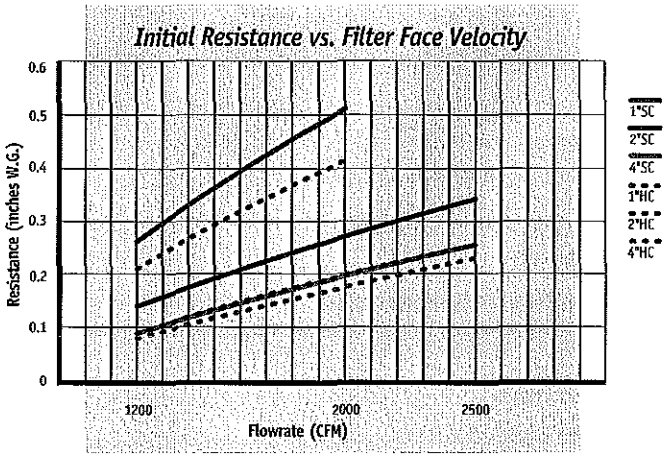
Multi-Pleat XL8 Technical Data

Size (Nominal)	Size (Actual in Inches)	Capacity	Low	Med	High	Standard Capacity XL8-SC Resistance Low (300)	Med (500)	High (625)	Final 1.0"	Media Area (Sq. Ft.)	High Capacity XL8-HC Resistance Low (300)	Med (500)	High (625)	Final 1.0"	Media Area (Sq. Ft.)
		(FPM)	300	500	625										
10x20x1	9½ x 19½ x ¾	(CFM)	425	700	NR	0.26	0.51	NR	1.0"	2.3	0.21	0.41	NR	1.0"	2.9
12x20x1	11½ x 19½ x ¾		500	840	NR	0.26	0.51	NR	1.0"	2.8	0.21	0.41	NR	1.0"	3.5
12x24x1	11⅞ x 23⅞ x ¾		600	1000	NR	0.26	0.51	NR	1.0"	3.3	0.21	0.41	NR	1.0"	4.2
14x20x1	13½ x 19½ x ¾		590	980	NR	0.26	0.51	NR	1.0"	3.3	0.21	0.41	NR	1.0"	4.1
14x25x1	13½ x 24½ x ¾		730	1215	NR	0.26	0.51	NR	1.0"	4.1	0.21	0.41	NR	1.0"	5.1
15x20x1	14½ x 19½ x ¾		625	1050	NR	0.26	0.51	NR	1.0"	3.5	0.21	0.41	NR	1.0"	4.4
16x20x1	15½ x 19½ x ¾		670	1115	NR	0.26	0.51	NR	1.0"	3.8	0.21	0.41	NR	1.0"	4.7
16x25x1	15½ x 24½ x ¾		840	1400	NR	0.26	0.51	NR	1.0"	4.7	0.21	0.41	NR	1.0"	5.9
18x24x1	17⅞ x 23⅞ x ¾		900	1500	NR	0.26	0.51	NR	1.0"	5.1	0.21	0.41	NR	1.0"	6.3
18x25x1	17½ x 24½ x ¾		940	1570	NR	0.26	0.51	NR	1.0"	5.3	0.21	0.41	NR	1.0"	6.6
20x20x1	19½ x 19½ x ¾		840	1400	NR	0.26	0.51	NR	1.0"	4.8	0.21	0.41	NR	1.0"	5.9
20x25x1	19½ x 24½ x ¾		1050	1740	NR	0.26	0.51	NR	1.0"	6.0	0.21	0.41	NR	1.0"	7.4
24x24x1	23⅞ x 23⅞ x ¾		1200	2000	NR	0.26	0.51	NR	1.0"	6.8	0.21	0.41	NR	1.0"	8.5
25x25x1	24½ x 24½ x ¾		1310	2170	NR	0.26	0.51	NR	1.0"	7.4	0.21	0.41	NR	1.0"	9.3
10x20x2	9½ x 19½ x 1¾	(CFM)	425	700	875	0.14	0.25	0.34	1.0"	4.0	0.09	0.18	0.25	1.0"	6.0
12x20x2	11½ x 19½ x 1¾		500	840	1050	0.14	0.25	0.34	1.0"	4.8	0.09	0.18	0.25	1.0"	7.2
12x24x2	11⅞ x 23⅞ x 1¾		600	1000	1250	0.14	0.25	0.34	1.0"	5.7	0.09	0.18	0.25	1.0"	8.6
14x20x2	13½ x 19½ x 1¾		590	980	1215	0.14	0.25	0.34	1.0"	5.6	0.09	0.18	0.25	1.0"	8.4
14x25x2	13½ x 24½ x 1¾		730	1215	1520	0.14	0.25	0.34	1.0"	7.1	0.09	0.18	0.25	1.0"	10.6
15x20x2	14½ x 19½ x 1¾		625	1050	1310	0.14	0.25	0.34	1.0"	6.1	0.09	0.18	0.25	1.0"	9.1
16x20x2	15½ x 19½ x 1¾		670	1115	1400	0.14	0.25	0.34	1.0"	6.7	0.09	0.18	0.25	1.0"	9.9
16x24x2	15½ x 23½ x 1¾		800	1350	1675	0.14	0.25	0.34	1.0"	7.8	0.09	0.18	0.25	1.0"	11.6
16x25x2	15½ x 24½ x 1¾		840	1400	1740	0.14	0.25	0.34	1.0"	8.1	0.09	0.18	0.25	1.0"	12.1
18x20x2	17½ x 19½ x 1¾		750	1250	1570	0.14	0.25	0.34	1.0"	7.3	0.09	0.18	0.25	1.0"	10.9
18x24x2	17½ x 23½ x 1¾		900	1500	1875	0.14	0.25	0.34	1.0"	8.8	0.09	0.18	0.25	1.0"	13.1
18x25x2	17½ x 24½ x 1¾		950	1570	1960	0.14	0.25	0.34	1.0"	9.1	0.09	0.18	0.25	1.0"	13.7
20x20x2	19½ x 19½ x 1¾		840	1400	1740	0.14	0.25	0.34	1.0"	8.3	0.09	0.18	0.25	1.0"	12.4
20x24x2	19½ x 23½ x 1¾		1000	1675	2100	0.14	0.25	0.34	1.0"	9.8	0.09	0.18	0.25	1.0"	14.6
20x25x2	19½ x 24½ x 1¾		1050	1740	2170	0.14	0.25	0.34	1.0"	10.5	0.09	0.18	0.25	1.0"	15.5
24x24x2	23⅞ x 23⅞ x 1¾		1200	2000	2500	0.14	0.25	0.34	1.0"	11.8	0.09	0.18	0.25	1.0"	17.9
25x25x2	24½ x 24½ x 1¾		1310	2170	2720	0.14	0.25	0.34	1.0"	12.8	0.09	0.18	0.25	1.0"	19.1
12x24x4	11⅞ x 23⅞ x 3¾	(CFM)	600	1000	1250	0.09	0.18	0.25	1.0"	10.6	0.08	0.16	0.23	1.0"	12.9
16x20x4	15½ x 19½ x 3¾		670	1115	1400	0.09	0.18	0.25	1.0"	12.0	0.08	0.16	0.23	1.0"	14.7
16x24x4	15⅞ x 23⅞ x 3¾		800	1350	1675	0.09	0.18	0.25	1.0"	14.3	0.08	0.16	0.23	1.0"	17.5
16x25x4	15½ x 24½ x 3¾		840	1400	1750	0.09	0.18	0.25	1.0"	15.0	0.08	0.16	0.23	1.0"	18.4
18x24x4	17½ x 23⅞ x 3¾		900	1500	1875	0.09	0.18	0.25	1.0"	16.3	0.08	0.16	0.23	1.0"	19.9
20x20x4	19½ x 19½ x 3¾		840	1400	1740	0.09	0.18	0.25	1.0"	15.1	0.08	0.16	0.23	1.0"	18.4
20x24x4	19½ x 23⅞ x 3¾		1000	1675	2100	0.09	0.18	0.25	1.0"	18.1	0.08	0.16	0.23	1.0"	22.2
20x25x4	19½ x 24½ x 3¾		1050	1740	2170	0.09	0.18	0.25	1.0"	19.5	0.08	0.16	0.23	1.0"	23.6
24x24x4	23⅞ x 23⅞ x 3¾		1200	2000	2500	0.09	0.18	0.25	1.0"	22.5	0.08	0.16	0.23	1.0"	27.5
24x24x6	23⅞ x 23⅞ x 5¾	(CFM)	1200	2000	2500	0.13	0.19	0.29	1.0"	33.3	0.11	0.17	0.28	1.0"	40.7

Additional Multi-Pleat XL8 Product Information

MERV (Minimum Efficiency Reporting Value) • Recommended Final Pressure Drop is 1.0" w.g. • Performance data is based on ASHRAE Test Standards 52.1-1999 and 52.2-2007. Recommended maximum continuous operational temperature is 200°F. • Multi-Pleat XL8 filters are classified as Underwriter's Laboratories Class 2 according to U.L. Standard 900.

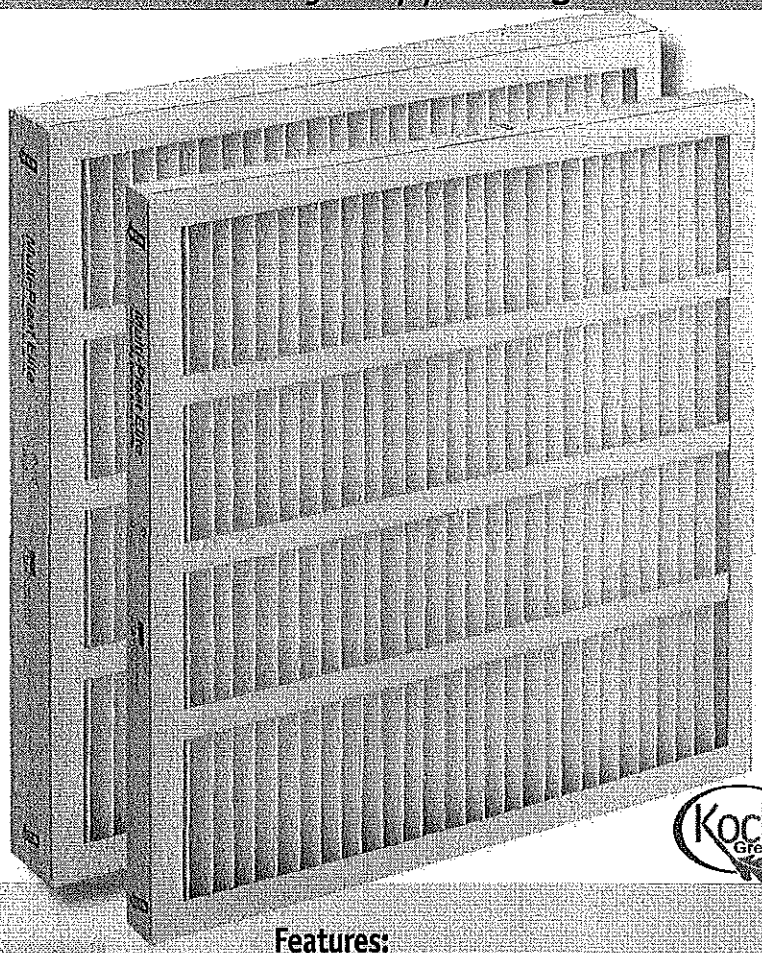




Koch Filter Corporation
Filtration Products Crafted with Pride

Multi-Pleat Elite™

Self-Supporting Extended Surface Pleated Filter



High performance MERV 8 mechanical air filter media is self-supporting and requires no metal support grid downstream. No metal components means the filter is completely incinerable after use.

Exclusive vForm™ Pleating Technology maintains uniform pleat spacing in every filter. In addition, vForm™ Pleating Technology insures the same pleat configuration used for decades in our original Multi-Pleat products. Same aerodynamic v-shaped pleat design, same superior performance.

Sturdy, moisture-resistant, beverage board perimeter frame and cross-braces provide structural integrity even in difficult operating conditions.

The media used in the Multi-Pleat Elite is extraordinarily resilient and is engineered to endure the rigors of shipping, handling, installation and operation.

Koch Green

Multi-Pleat Elite earns the Koch Green Icon for one or more following categories: Earns LEED Points, Reduces Energy Costs, Extends Filter Lifecycles, Conserves Resources, and Improves Indoor Environmental Quality.

Features:

- Exclusive vForm™ Pleating Technology
- MERV 8 performance rating
- Self-supporting pleats requires no metal reinforcement
- Low resistance to airflow reduces energy costs
- Moisture-resistant beverage board frame
- Completely incinerable

Koch Filter Corporation...Durable. Reliable. Versatile.

Bulletin No. K-MPE10

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2015

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
Arthur J. Gallagher & Co.
Insurance Brokers of CA. Inc. License #0726293
505 N. Brand Boulevard, Suite 600
Glendale CA 91203

CONTACT NAME: Megan McArdle
PHONE (A/C, No, Ext): 818-539-1340 FAX (A/C, No): 818-539-1640
E-MAIL ADDRESS: megan_mcardle@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Compa	19445
INSURER B : St Paul Fire and Marine Insurance C	24767
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RYANHER-02
Ryan Herco Flow Solutions
3010 North San Fernando Blvd.
Burbank CA 91503

COVERAGES **CERTIFICATE NUMBER:** 575369344 **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	X COMMERCIAL GENERAL LIABILITY	Y		7046452	3/1/2015	3/1/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		2248312	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded:	$1,000
B	X UMBRELLA LIAB X OCCUR			ZUP-14N14466-15-NF	3/1/2015	3/1/2016	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$25,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	086476482 - CA Only	3/1/2015	3/1/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Subject to policy terms, conditions, limitations and exclusions.

Re: B16061511003 (HVAC Filters)

The CITY, its officials, employees, and volunteers are included as additional insureds on the general and automobile liability policies, whereby required by written contract or agreement, as respects the operations of the Named Insured. Waiver of subrogation applies in favor of the
See Attached...

CERTIFICATE HOLDER

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento CA 95814

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
Megan McArdle

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AGENCY CUSTOMER ID: RYANHER-02

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Arthur J. Gallagher & Co.		Ryan Herco Flow Solutions 3010 North San Fernando Blvd. Burbank CA 91503
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

certificate holder, as respects the Workers Compensation policy, pursuant to and subject to the policy's terms, definitions, conditions, and exclusions. Thirty days notice of cancellation will be given in accordance with the policy provisions.

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POLICY NUMBER: GL 704-64-52

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
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 per formed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc.,2004

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2015 forms a part of

policy No. CA 224-83-12 issued to RYAN HERCO PRODUCTS CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or Countersignature (in States Where Applicable)

87950 (10/05)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2015 forms a part of Policy No. WC 086-47-6482

Issued to RYAN HERCO PRODUCTS CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative

City of SACRAMENTO

BUSINESS TAX INQUIRY

915 I STREET, ROOM 1214
SACRAMENTO, CA 95814

We are pleased to provide you with the following information you requested.

Business Information

Account Number	140631
Firm	RYAN HERCO FLOW SOLUTIONS
Street Address	8500 YOUNGER CREEK DR 200
City, State, Zip	SACRAMENTO, CA 95828-
Business Phone	(---)-----
Business Description	INDUSTRIAL PLASTICS DISTRIBUTION
Business Start Date	06/01/2004
Business Close Dt	
Period Expires	03/31/2016

Owner Information

Ownership Type

Owner Name(s):

CORP RYAN HERCO PRODUCTS

It must be emphasized that this information was provided by the applicant. We cannot guarantee the accuracy or content of this data.

MUST BE POSTED IN CONSPICUOUS PLACE

140631

140631

City of SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	RYAN HERCO FLOW SOLUTIONS		
Business Address	8500 YOUNGER CREEK DR 200		
Owner	CORP RYAN HERCO PRODUCTS	04/01/2015	03/31/2016
Type of Business	INDUSTRIAL PLASTICS DISTRIBUTION		
Tax Classification	401		Expires

TOTAL PAID: $2,060.00

RYAN HERCO FLOW SOLUTIONS
ANN RICE
3010 N SAN FERNANDO BLVD
BURBANK, CA 91504-2524

VOID IF NOT VALIDATED

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

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).

City of SACRAMENTO 09

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01020

Title: First Quarter Financial Report - Fiscal Year 2015/16

Location: Citywide

Recommendation: Receive and file.

Contact: Dawn Holm, Budget Manager, (916) 808-5574, Department of Finance

Presenter: None

Department: Finance
Division: Budget Office
Dept ID: 06001411
Attachments:
1-Description/Analysis
2-First Quarter Financial Report

City Attorney Review

Approved as to Form
Joseph Cerullo
11/18/2015 12:50:37 PM

Approvals/Acknowledgements

Department Director or Designee: Leyne Milstein - 11/9/2015 6:43:53 PM

Description/Analysis

Issue Detail: The purpose of the quarterly report is to provide the City Council with timely information regarding the City's current financial condition. The attached report (Attachment 1) provides an update on the City's major revenues and department expenditures through the first quarter of FY2015/16.

Policy Considerations: The quarterly financial reporting to the City Council is intended to provide an overview of the City's financial status consistent with Section 61 of the City Charter.

Economic Impacts: Not applicable.

Environmental Considerations: This action is not a project that is subject to CEQA because it is an administrative activity and relates to government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. (CEQA Guidelines § 15378(b)(2) and (b)(4).)

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The City Manager is responsible for reporting in accordance with the authority granted by Section 61 of the City Charter.

Financial Considerations: The quarterly report reflects the City's continuing need for ongoing efforts to manage expenditures. Staff will continue to work with departments to meet budget goals for the remainder of the fiscal year, and will evaluate adjustments that may be needed with the Midyear Budget (2nd Quarter) Report.

Local Business Enterprise (LBE): Not applicable.

OVERVIEW

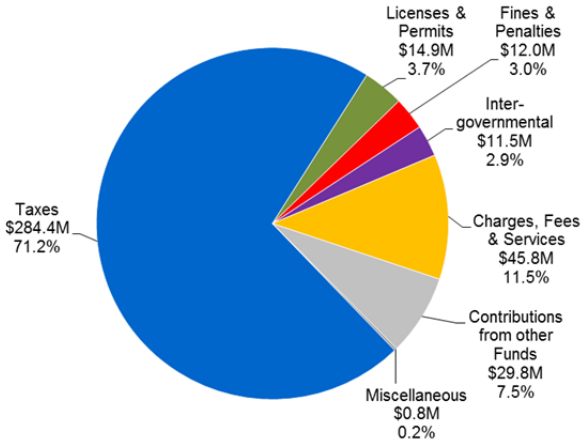
The FY2015/16 Approved Budget includes:

- $951.6 million and 4,299.94 authorized full-time equivalent (FTE) positions (all funding sources)
  - General Fund[1] - $404.2 million and 2,634.87 FTE
  - Measure U Fund[2] - $48.9 million and 445.30 FTE
  - Enterprise Funds[3] - $304.3 million and 850.64 FTE
  - Internal Service Funds[4] - $70.5 million and 127 FTE
  - Other Governmental Funds[5] - $123.7 million and 242.13 FTE

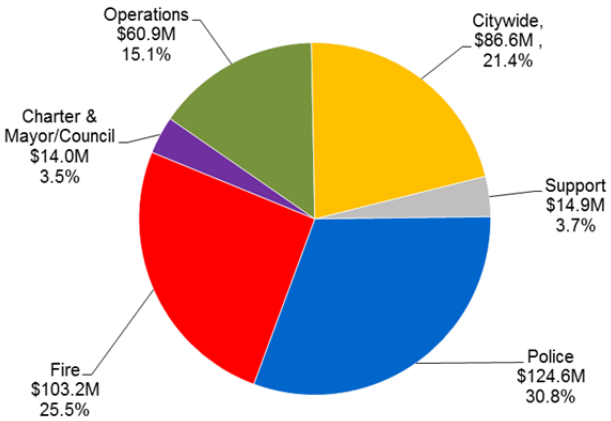
GENERAL FUND

The graphs below represent the City's General Fund revenue and expenditure budgets for FY2015/16.

FY2015/16 General Fund Revenues
$399.2 Million



FY2015/16 General Fund Expenditures
$404.2 Million



- Charter includes: City Attorney, City Clerk, City Manager, and City Treasurer.
- Operations includes: Community Development; Convention and Cultural Services; Economic Development; Parks & Recreation; and Public Works.
- Support includes: Finance, Human Resources, and Information Technology.
- Citywide includes: Debt, Property Taxes, Insurance and capital improvement projects (CIPs).

General Fund Financial Condition. Based on a review of revenue and expenditures to date as included in the FY2015/16 Approved Budget, staff has determined that no adjustments are necessary at this time.

GENERAL FUND ($ in '000s)

	Budget	YTD Actuals	Percent
Balance, Beginning of FY15	-	-	
Revenues	399,209	44,193	11%
Expenditures	404,150	99,661	25%
Total:	**(4,941)**	**(55,468)**	

The above chart reflects budget and actual expenditures for all activities in the General Fund (department operations, debt service, capital projects, etc.). The variance between budgeted revenues and expenditures was closed using available fund balance. Year-to-date (YTD) revenues are trending lower than expenditures due to the timing of receipt of property tax revenues.

[1] **General Fund** is the City's principal operating fund supported by taxes and fees

[2] **Measure U** is the 1/2 cent sales and use tax approved by voters in November 2012

[3] **Enterprise Funds** are used for operations that are supported through user fees which include the Community Center, Parking, Solid Waste, Storm Drainage, Wastewater, and Water Funds

[4] **Internal Service Funds** are used for internal operations that are self-supporting, e.g. Fleet Management and Risk

[5] **Other Governmental Funds** are used to account for activities associated with specific revenues and/or reimbursements restricted to expenditures for specific purposes, e.g. Gas Tax Fund, Operating Grant Fund, Library Parcel Tax Fund

Department Projections. Departments highlighted below are projecting a deficit at the fiscal year-end and further explanation is provided after the following charts.

GENERAL FUND DEPARTMENT REVENUES

Department	FY2015/16 Budget	YTD Actuals	Projected Year-End Variance
City Attorney	52,000	51,397	121,936
City Clerk	52,000	24,017	-
City Treasurer	3,605,958	45,431	-
Community Development	18,035,572	5,039,903	2,158,930
Convention and Cultural Services	778,409	83,362	-
Economic Development	226,880	235,797	-
Finance	1,777,844	148,706	-
Fire	24,700,271	3,841,202	1,000,000
Human Resources	152,000	45,173	-
Parks and Recreation	1,278,859	661,664	-
Police	10,845,499	2,162,806	-
Public Works	16,002,835	3,912,940	440,767
Total General Fund:	**77,508,127**	**16,252,398**	**3,721,633**

GENERAL FUND DEPARTMENT EXPENDITURES

Department	FY2015/16 Budget	YTD Actuals	Projected Year-End Variance
Mayor/Council	3,812,597	947,596	-
City Attorney	4,955,848	1,217,140	(35,510) [1]
City Clerk	1,141,847	328,204	-
City Manager	2,158,261	368,780	215,916
City Treasurer	1,982,156	448,248	13,602
Community Development	26,339,256	5,623,215	1,146,310
Convention and Cultural Services	4,547,474	1,108,222	-
Economic Development	2,037,247	416,340	-
Finance	5,326,913	1,108,255	-
Fire	102,964,744	26,553,614	-
Human Resources	2,684,937	553,069	-
Information Technology	6,893,002	2,386,495	80,480
Parks and Recreation	16,006,556	6,186,770	-
Police	122,128,127	34,089,504	(3,088,286)
Public Works	9,572,998	6,992,392	(249,929) [1]
Total General Fund:	**312,551,963**	**88,327,844**	**(1,917,417)**

[1] *Department expenditure shortfalls will be offset by additional revenues.*

Police Department

The Police Department is forecasting a $3.1 million year-end budget deficit based on spending patterns for the first three months of the fiscal year. The primary factors contributing to the projected deficit are overtime and technology requirements. In previous years, the Department was able to use labor savings to bridge this gap; however, that is no longer an option as most of the General Fund positions have been filled. A limited amount of Measure U resources were identified during the FY2015/16 budget process to help cover increased overtime costs, but the amount is not sufficient to cover estimated overages should use of overtime remain at current levels. The Department will continue to monitor their budget during the next quarter and provide recommendations for corrective actions, if necessary, as part of the FY2015/16 Midyear Report.

Revenues. The City's top six revenue sources account for 71% of total General Fund revenues. By focusing on these revenue sources, we can see the trend of revenues for the fiscal year. However, many revenues are not received on a monthly basis; therefore, it is difficult to evaluate actuals to date as a percent of budget. In these cases, it is important to utilize any available information on each revenue source to evaluate the potential variance. Additional information for the analysis of a particular revenue source is provided in the descriptions below.

TOP GENERAL FUND REVENUES (in '000s)

Revenue Type	Budget	YTD Actuals
Property Tax	136,750	1,674
Sales and Use Tax	70,635	9,199
Utility User Tax[2]	59,572	14,468
Business Operations Tax[2]	8,952	3,810
Public Safety Sales Tax	4,723	785
Transient Occupancy Tax[2]	3,725	582
Total:	**284,357**	**30,518**

[2] *After the end of each month, businesses have 30 days to remit UUT, BOT, and TOT revenue to the City. After the 30-day remittance period, the City processes/reconciles the transactions over the following 10 days. The monthly reporting data is available by the 15th of the following month (45 days after the reporting period ends).*

City's Major Revenue Sources

Property Tax. Property taxes are the largest General Fund revenue source, accounting for approximately 34% of all General Fund revenues. Revenues related to property taxes are affected by fluctuations in the real estate market, levels of new construction activity, and the corresponding changes to the tax roll. The majority of current secured property tax revenues are received in mid-December and mid-April, while the balance of current secured, current unsecured, supplemental, and miscellaneous property tax revenues are received in late January and late May.

The first apportionment of the City's FY2015/16 property taxes will be received in December 2015. The property transfer tax, which is assessed on all real estate transactions when parcels are sold, is trending upward and will be reevaluated as part of the

FY2015/16 Midyear Report. Property values continue to stabilize which will have a positive effect on the FY2015/16 property tax collections. These revenues are being monitored and will be reassessed during FY2016/17 budget development.

Sales and Use Tax. Sales and Use Taxes make up approximately 18% of General Fund revenue. Sales tax is imposed on all retailers for the privilege of selling tangible personal property in the state, whereas the use tax is imposed on the purchase for storage, use, or other consumption of tangible personal property purchased from any retailer. The City receives monthly apportioned payments and a true-up payment for the prior period at the end of each quarter. The first true-up payment for this fiscal year will be received in December. The City is currently projecting revenue to be in line with the budget.

Utility User Tax (UUT). UUT at 15% is the City's third largest source of General Fund revenue. Measure O was approved by the voters in November 2008, reducing the 7.5% tax rate to 7.0% on telecommunication services, but was expanded to include Voice over Internet Protocol (VoIP), text messaging and many other previously excluded technologies. The 7.5% tax rate continues to be in effect for gas, electric, and cable services. Revenue collected through August 2014 is up approximately 2.5% when compared to the same period last year.

Other City Revenue Sources

Business Operations Tax (BOT). BOT is remitted annually by individuals and businesses that commence, transact, engage in or carry on any business, trade, profession, calling, occupation, or gainful activity in the city. BOT makes up approximately 2% of General Fund revenues. Revenue collected to date is in line with the budget.

Public Safety Sales Tax. On November 2, 1993, California voters enacted Proposition 172, which established a permanent statewide half-cent sales tax for support of local public safety functions in cities and counties. This tax represents approximately 1% of General Fund revenue. Revenue collected to date is in line with the budget.

Transient Occupancy Tax (TOT). The current rate of 12% is charged to all guests of hotels, motels, inns, and bed and breakfasts within city limits. The General Fund portion of TOT revenues is equal to two percentage points of the 12% rate. The remaining TOT revenues collected are directed to the Community Center Fund. TOT represents approximately 1% of General Fund revenue. Revenue collected through August 2015 is up approximately 5% when compared to the same period last year, the result of higher occupancy and room rates.

Essential Services Protection Measure - Measure U. Measure U revenue collections continue to be evaluated by MuniServices, the City's sales tax consultant. This tax represents approximately 10.5% of General Fund Revenue. Revenue collected to date is in line with the budget.

Economic Indicators. The following chart reflects key economic indicators utilized in projecting General Fund revenues:

Key Economic Indicators	9/2014	9/2015
City Unemployment Rate (UR)	8.1%	5.7%
County UR	6.9%	5.4%
State UR	7.3%	5.5%
National UR	5.9%	5.1%
CPI *(7/2014-9/2014 vs. 7/2015-9/2015)*	1.78%	0.11%
30-Year Fixed Mortgage Rate	4.16%	3.89%

Revenues to Watch. The following revenues are subject to state and/or federal legislation and enforcement. Staff will continue to monitor and provide updates to the City Council on these revenues, as well as pending legislation that may affect City revenues.

Rate Range Intergovernmental Transfer (IGT) Program. On December 16, 2014, Council authorized participation in the IGT program. IGT allows local governments to receive a federal reimbursement for the transport of Medi-Cal patients that are in managed care. The IGT program provides the City the opportunity to recover previously unrecoverable costs and will assist in reducing the Advanced Life Support operations reliance on the General Fund. In fiscal year 2015, the City received $4.8 million in reimbursements. The IGT program is currently undergoing changes related to the time period for claims and claims eligibility which will lower future reimbursements. Additional information from the program sponsors is required to estimate potential reimbursements.

Ground Emergency Medical Transportation (GEMT). In October 2011, AB 678 authorizing the GEMT program was enacted providing for the reimbursement of transports of Medi-Cal patients who are not in managed care. In March 2014, the City Council authorized the agreement with Sacramento

Metropolitan Fire District (Motion No. 2014-0053) to pursue reimbursements through the GEMT program allowing the City to recover costs associated with Medi-Cal transports on an annual basis. Beginning in FY2015/16 the department budget includes $1.2 million in GEMT revenues which provided for addition of positions and expenditures for professional services and equipment. The GEMT Cost Report for FY2014/15 will be prepared and submitted for reimbursement by November 30, 2015.

Medical Marijuana. The State recently enacted three laws that affect the licensing and permitting of medical marijuana for both State and local government.

- AB 266 - establishes a dual licensing structure requiring a state license as well as a local license or permit.
- AB 243 - establishes a regulatory and licensing structure under the Department of Food and Agriculture for cultivation sites if the local government does not establish its own structure.
- AB 643 - establishes criteria for licensing of medical marijuana businesses and recognizes local authority to levy taxes and fees.

In order for the City to preserve its local regulation authority, recommendations will be brought to the Law and Legislation Committee for consideration. In addition, dispensaries need the ability to relocate and the current City Code does not permit relocation. A recommendation for approval to change the existing ordinance will also be brought before the Law and Legislation Committee to allow dispensaries to relocate using the current location requirements.

Of the 30 permitted dispensaries in the City, 29 are currently operating and the 4% tax is trending slightly ahead of budget.

ENTERPRISE FUNDS

All Enterprise Fund revenues and expenditures have been reviewed and are anticipated to come in within budget as reflected below:

ENTERPRISE FUND REVENUES

Fund Name	FY2015/16 Budget	YTD Actuals	Projected Year-End Variance
Community Center	27,774,587	4,036,178	-
Parking	16,980,886	5,238,267	119,114
Solid Waste	59,776,500	12,025,819	147,372
Storm Drainage	36,079,964	7,315,637	-
Wastewater	31,595,123	6,433,588	-
Water	96,591,730	21,061,347	-
Total Enterprise Funds:	**$268,798,790**	**$56,110,836**	**$266,486**

ENTERPRISE FUND EXPENDITURES

Fund Name	FY2015/16 Budget	YTD Actuals	Projected Year-End Variance
Community Center	25,254,596	5,168,910	-
Parking	21,924,748	6,218,301	742,526
Solid Waste	53,310,295	9,434,852	3,062,723
Storm Drainage	34,498,954	6,776,302	-
Wastewater	26,133,594	6,735,421	-
Water	86,745,410	21,808,372	-
Total Enterprise Funds:	**$247,867,597**	**$56,142,158**	**$3,805,249**

PROGRAMS TO WATCH

During the FY2015/16 budget development process staff provided an update to the City Council on programs that were facing fiscal challenges. The following summarizes the measures that have been implemented as well as year-end projections for these funds.

4th R. The 4th R childcare program has depleted reserves and with rising labor costs it required a subsidy from the Measure U Fund this fiscal year. With this support, the program is projected to break even this fiscal year, but projected losses are expected for upcoming fiscal years.

Students Today Achieving Results for Tomorrow (START). The START program has been operating at a loss over the past few years primarily due to rising labor costs. The reimbursements from the school districts and the State have not kept pace with the rising costs to run this program. While the Department of Parks and Recreation implemented cost saving measures as part of the budget development process, such as cutting some program elements, a projected loss is once again anticipated for the current year and beyond unless the City receives additional funding from schools and/or returns the program to school districts to administer.

10

City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-00956

Title: Contract: J Street to L Street from 16th to 20th Street Streetlight Improvements (T15073203)

Location: District 4

Recommendation: Pass a Resolution: 1) adopting the findings of fact issued by the hearing examiner regarding the bid protest filed by All Phase Excavating and Construction; 2) approving the Plans and Specifications for the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project; 3) awarding the construction contract to Pacific Excavation Inc. for an amount not to exceed $369,443; 4) transferring funds in the amount of $92,101 (Fund 2232) to the project from the Neighborhood Streetlight Replacement Program (T15103200); and 5) authorizing the City Manager to execute a contract with Pacific Excavation Inc. in an amount not to exceed $369,443 for the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project.

Contact: John Matoba, Project Manager, (916) 808-7891; 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 Contract)

City Attorney Review

Approved as to Form
Gerald Hicks
11/17/2015 2:53:26 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 11/5/2015 4:11:09 PM

Description/Analysis

Issue: The existing street lighting infrastructure in the project area has exceeded its useful life. This project will replace the underground infrastructure, repaint poles and replace the existing luminaires with new globes and install an energy-efficient LED lighting system.

The J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project was advertised and bids were received on July 8, 2015. Pacific Excavation Inc. is the lowest responsive and responsible bidder. City Council approval is necessary to award the construction contract.

Policy Considerations: The action requested herein is consistent with City Code Chapter 3.60 and the City's General Plan goals to improve and diversity the transportation system, enhance and preserve the neighborhoods, and improve safety.

Economic Impacts: This new infrastructure is expected to create 1.48 total jobs (0.85 direct jobs and 0.63 jobs through indirect and induced actives) and create $228,107 in total economic output ($143,777 of direct output and another $84,329 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 qualify the economic impacts of a hypothetical $1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the city of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations:

California Environmental Quality Act (CEQA): It has been determined that the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project meets the criteria for a Categorical Exemption pursuant to CEQA. There is no substantial evidence that the project will have a significant effect on the environment.

Sustainability Considerations: The J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Commission/Committee Action: None

Rationale for Recommendation: The project was advertised and bids were received on July 8, 2015. The bids are summarized below:

Contractor	Bid Amount	LBE Requirement (5%)
All Phase Excavating and Construction	$300,900	5.3%
Pacific Excavation	$369,443	5.1%
M&M Electric	$397,330	100%
Tennyson Electric	$399,235	5.4%
St. Francis Electric	$526,666	-

All Phase Excavating & Construction (All Phase) bid of $300,900 was the apparent low bid based upon a preliminary bid analysis. However, on July 16, 2015, Pacific Excavation filed a bid protest that claimed that All Phase's bid should be deemed non-responsive for various reasons, including not being registered with the Department of Industrial Relations (DIR).

A bid protest hearing was held at the University of the Pacific McGeorge School of Law on September 9, 2015. The Hearing Examiner determined the bid submitted by All Phase was non-responsive since All Phase and their sub-contractor, Labor Ready, were not registered with the DIR at the time of bid submission, as required by Labor Code Sections 1771.1 and 1725.5 and Senate Bill 854.

Under City Code section 3.60.540, the City Council is to consider a bid protest after the hearing examiner's decision has been rendered and received by the parties. Under section 3.60.540, the City Council has various options in considering a bid protest:

A. Adopt the findings of fact issued by the hearing examiner, without hearing factual evidence from any party; or
B. Review the recording of the hearing, or a transcript thereof, prior to adopting or rejecting, in whole or in part, the findings of fact issued by the hearing examiner, without hearing factual evidence from any party; or
C. In addition to or in lieu of reviewing the recording of the hearing, or a transcript thereof, hear factual evidence from any party prior to adopting or rejecting, in whole or in part, the findings of fact issued by the hearing examiner.

Staff recommends that the City Council adopt the findings of fact issued by the hearing examiner and award the contract to the 2nd low bidder, Pacific Excavation Inc., as the lowest responsive and responsible bidder. The Engineer's Estimate was $320,000. Pacific Excavation's bid is $369,443.

Financial Considerations: The estimated cost of the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project is $700,101.

The Neighborhood Street Replacement Program (T15073200) has a total budget of $4,136,366. To date $2,812,473 has been expended among several program projects, and staff anticipates an additional $1,414,994 will be needed to complete all program

activities, and of this $517,140 will be needed to complete the J Street to L Street from 16th Street to 20th Street Streetlight Improvement Project. As of October 20, 2015 the Neighborhood Streetlight Replacement Program (T15073200) has an unobligated balance of $1,322,893. Approval of the transfer of $92,101 (Fund 2232) from the 2010 Neighborhood Streetlight Replacement Program (T15103200) to the J to L Street from 16th Street to 20th Street Streetlight Improvements Project will increase the unobligated balance to $1,414,994.

The unobligated balance of $1,414,994 is sufficient to complete the remaining three projects and cover the remaining program management:

Program Management	$ 5,017
Curtis Oaks Streetlight Replacement	$404,978
Saint Francis Oaks Streetlight Replacement	$487,859
J Street to L Street from 16th Street to 20th Street Streetlight Replacement	$517,140
	$1,414,994

The unobligated balance of $517,140 within the J Street to L Street from 16th Street to 20th Street is sufficient to execute the construction contract with Pacific Excavation Inc. in the amount of $369,443, cover the painting of the poles by City forces, and cover the remaining construction engineering costs.

As of October 20, 2015, the Neighborhood Streetlight Replacement Program (T15103200) has a total budget of $1,786,542 and an unobligated balance of $686,425, which is sufficient to complete the transfer of $92,101 (Fund 2232) to the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project and complete other program activities.

Local Business Enterprise (LBE): Pacific Excavation Inc. is utilizing 5.1% LBE which exceeds the City's 5% LBE participation requirements for this project.

RESOLUTION NO.

Adopted by the Sacramento City Council

Transfer of Funds and Award Contract – J Street to L Street from 16th Street to 20th Street Streetlight Improvements

BACKGROUND

A. This project will enhance public safety for pedestrians, bicyclists and vehicular traffic within the area of J Street and L Street from 16th Street to 20th Street. The existing electrical infrastructure has exceeded its useful life and the conduits, conductors, pole foundations and pull boxes are in poor condition. The project will replace underground infrastructure and replace the existing luminaires with new globes and an energy-efficient LED lighting system.

B. The project was advertised and 5 bids were received on July 8, 2015. The bids are shown below:

Contractor	Bid Amount	LBE
All Phase Excavating and Construction	$300,900	5.3%
Pacific Excavation	$369,443	5.1%
M&M Electric	$397,330	100%
Tennyson Electric	$399,235	5.4%
St. Francis Electric	$526,666	-

C. The engineer's construction estimate was $320,000.

D. All Phase Excavating and Construction (All Phase) bid of $300,900 is the apparent low bid based upon a preliminary bid analysis. However, on July 16, 2015, Pacific Excavation filed a bid protest that claimed that All Phase's bid should be deemed non-responsive for various items, including not being registered with the Department of Industrial Relations (DIR). A hearing protest was held at the University of Pacific McGeorge School of Law on September 9, 2015. The Hearing Examiner determined the bid submitted by All Phase was non-responsive since All Phase was not registered with the DIR at the time of bid submission, as required by Labor Code Sections 1771.1 and 1725.5 and Senate Bill 854. It is recommended that the construction contract be awarded to the lowest responsive and responsible bidder, Pacific Excavation Inc.

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

Section 1. Adopt the findings of fact issued by the hearing examiner regarding the bid protest filed by All Phase Excavating and Construction.

Section 2. The Plans and Specifications for the J Street to L Street from 16th Street to 20tt Street Streetlight Improvements Project are approved.

Section 3. The FY15/16 Capital Improvement Program is amended by transferring $92,101 (Fund 2232) from the 2010 Neighborhood Streetlight Replacement Program (T15103200) to the Neighborhood Streetlight Replacement Program (T15073200) in support of the completion of the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project.

Section 4. The construction contract is awarded to Pacific Excavation Inc. for an amount not to exceed $369,443 for the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project.

Section 5. The City Manager is authorized to execute a contract with Pacific Excavation Inc. for an amount not to exceed $369,443 for the J Street to L Street from 16th Street to 20th Street Streetlight Improvements Project.

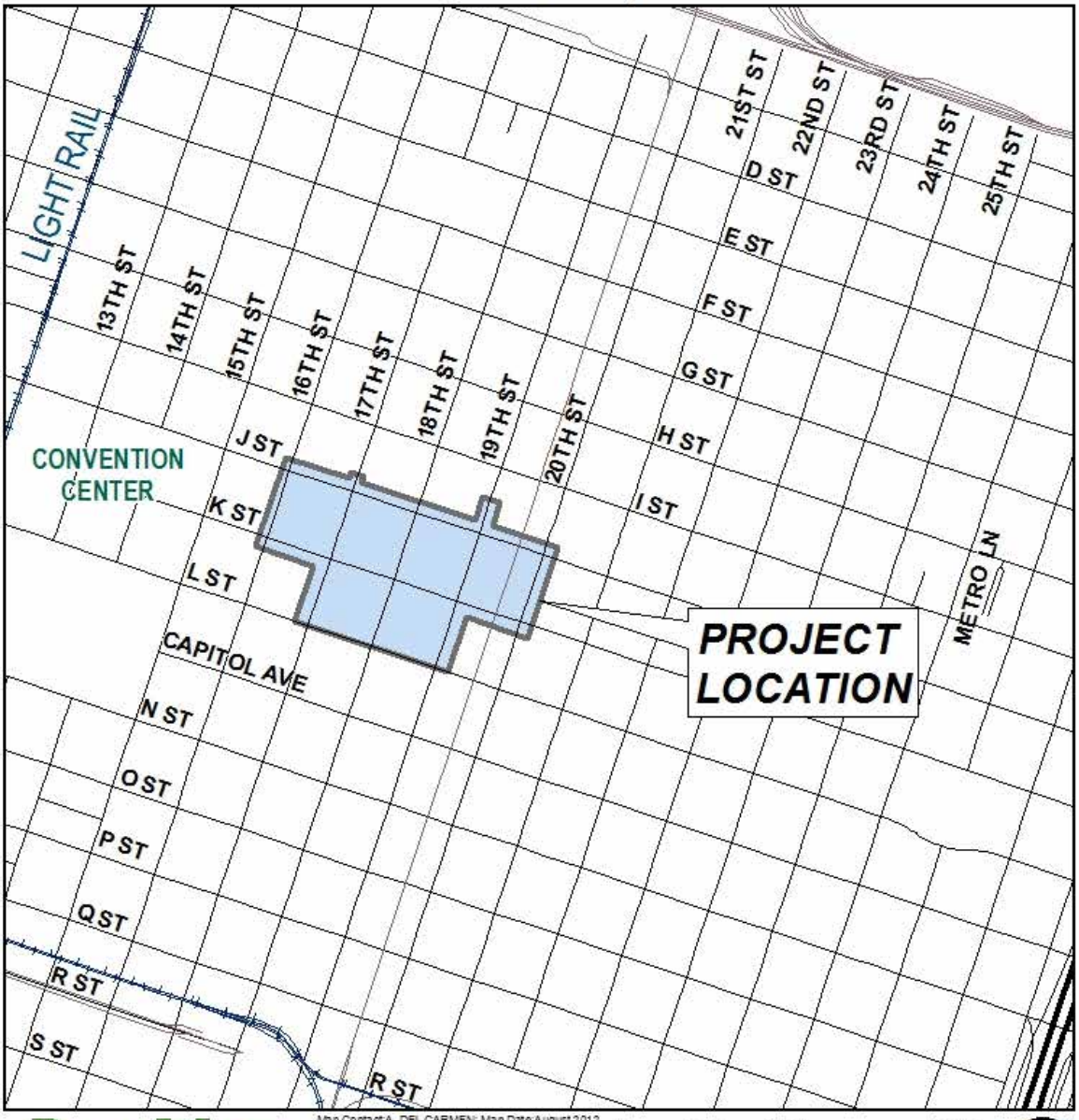
Table of Contents

Exhibit A – Location Map – J Street to L Street from 16th Street to 20th Street Streetight Improvements Project

EXHIBIT A

Location Map for

J STREET TO L STREET
FROM 16TH STREET TO 20TH STREET
(T15073203)



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

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

Bid # B1151131033

For Pre-Bid Information Contact:
John Matoba, Project Manager
jmatoba@cityofsacramento.org

Bids to be received before 2:00 P.M. July 8, 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: **$320,000.00**

Construction Time: **40 Working Days**

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 694400

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

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

Data current as of 7/13/2015 7:47:19 AM

Business Information

TIM PAXIN'S PACIFIC EXCAVATION INC
9796 KENT STREET
ELK GROVE, CA 95624
Business Phone Number:(916) 686-2800

Entity Corporation
Issue Date 08/15/1994
Expire Date **08/31/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with GREAT AMERICAN INSURANCE COMPANY.
Bond Number: 4076394
Bond Amount: $12,500
Effective Date: 01/01/2007
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) PAXIN TIMOTHY PATRICK 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: 11/30/1994
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the OLD REPUBLIC GENERAL INSURANCE CORPORATION
Policy Number:A1CW96781505
Effective Date: 01/01/2014
Expire Date: 01/01/2016
Workers' Compensation History

DLSE debarment

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

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

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

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

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

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

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RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306 Decision	**12/15/14 through 12/14/16**
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516 Decision	**11/3/14 through 11/2/17**
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575 Decision	**11/3/14 through 11/2/15**
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 Decision	**11/3/14 thorough 11/2/17**
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802 Decision	**8/1/14 through 7/31/17**
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967 Decision	**2/28/14 through 2/27/17**
Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired) Decision	**10/14/14 through 10/13/17**
National Drywall Corporation, **A Dissolved California Corporation** 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 **Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President** **Dora Maria Contreras, an Individual and Agent/Officer of the Corporation** Decision	**8/4/14 through 8/3/17**
Tadros & Youssef Construction, Inc. **Kamel Shaker Tadros & Makram Youssef Youssef, Individually** 1221 E 8th Street, Unit A, Upland, CA 91786	**5/10/14 through 5/9/17**

CSLB# 698182 (expired) Decision	
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision	**5/1/14 through 4/30/17**
Don Kelly Construction , Inc. **Don Kelly, Individual and Lisa Kelly, Individual** 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision	**3/25/14 through 3/24/17**
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision	**2/28/14 through 2/27/17**
Russell/Thompson, Inc. **James Jean Russell & Valery Alena Thompson, Individually** 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked) Decision	**10/31/13 through 10/31/16**
Ayodejia A. Ogundare, Individual **Dba Pacific Engineering Company** 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision	**5/15/2013 through 5/15/2014**
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision	**7/29/12 through 7/28/15**
FEI Enterprises, Inc **Gabriel Fedida, Individual** 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision	**6/14/12 through 6/13/15**
Jeffrey Alan Mott and Michelle Mott, individuals **Dda Integrity Landscape** 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision	**3/29/12 through 3/28/15**
Jensen Drywall & Stucco **Jeffrey E. Jensen** 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision	**3/31/11 through 3/30/13**
All West Construction, Inc. **Donald Kent Russell** 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision	**3/31/11 through 3/30/13**
Country Builders, Inc. **Weldon Offill, individually** 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision Addendum	**3/1/11 through 2/28/14**
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) **David Alvin Trexler, an individual** 909 A. George Washington	**7/1/10 through 6/30/13** **7/1/10 through 6/30/13**

Yuba City, CA 95993 **Kenneth A. Trexler, an individual** 2603 Lago Lane Marysville, CA 95901 Decision	**7/1/10 through 6/30/13**
Soo Dong Kim, an individual, **dba Soo Kim Electric Company** 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) **Hyo Nam Jung, an individual,** **dba Lucid Electric** 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	**4/19/10 through 4/18/13** **4/19/10 through 4/18/13**
Southwest Grading, **dba Southwest Grading Services, Inc.,** 22031 Waite Street Wildomar, CA 92595 **David Walter Cholewinski, an individual** 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision	**3/18/10 through 3/17/13**
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 **Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino** **Electric, an individual** 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision	**10/15/09 through 10/14/12**
Cedar Development Corporation **Serghon Gabriel Afram, individually** 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision	**8/5/09 through 8/4/12**
All Floors Commercial and Residential Flooring, Inc. **Salvador Elias Perea, individually** 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision	**5/14/09 through 5/13/12**
1-AMD Construction, Inc. **Alberto Mordoki, individually** **Mirella Mordoki, individually** 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision	**3/16/09 through 3/15/12**

May 2015

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Department of Industrial Relations (DIR)

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This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016

Registration Number: 1000000188

Contractor Legal Name: example: ABC COMPANY

Contractor License Lookup

License Number: example: 606309 (CSLB

County: Select County

Search

Public Works Contractor Registration Web Search Results
One Registered Contractor found. 1

Details	Legal Name
View	TIM PAXIN'S PACIFIC EXCAVATION INC

1000000188 Contractor Details

Contractor Information | Legal Entity Information | Workers' Compensation

Legal Name
TIM PAXIN'S PACIFIC EXCAVATION INC

Legal Entity Type
CORPORATION

Trade Name
PACIFIC EXCAVATION INC

License Number(s)
CSLB :694400

Mailing Address
9796 KENT STREET
ELK GROVE, CA 95624

Physical Address
9796 KENT STREET
ELK GROVE, CA 95624

Email Address
PGASTELUM@PACIFICEXCAVATION.COM

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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

J Street to L Street from 16th to 20th Street Streetlight Improvements Project

(PN: T15073203)
Addendum No. 1

June 29, 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.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

J Street to L Street from 16th to 20th Street Streetlight Improvements Project

(PN: T15073203) Addendum No. 1

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

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established **a minimum 5% participation level for LBEs on certain contracts of $100,000 or more as illustrated below.**

When Does the LBE Program Apply?

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

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

II. LBE QUALIFICATION

A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.

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

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

III. LBE PARTICIPATION LEVEL REQUIREMENTS

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

B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

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

IV. LBE REQUIREMENTS FOR CONTRACTOR

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

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

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

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

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

2. The listed LBE becomes bankrupt or insolvent.

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

4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

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

C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed

deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

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

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

G. Waiver: Request to department director to waive or reduce LBE participation requirement.

City of SACRAMENTO

Formal Bid / Proposal Delivery Options

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

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

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 July 8, 2015 and** will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

as set forth in the Contract Documents.

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

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

Copies of the Contract Documents are available at Planetbids:

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

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

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

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

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

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-1923.

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

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

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

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

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

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

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

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]

FACT SHEET

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

Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS FOR PUBLIC PROJECTS OF $100,000 OR MORE

(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established **a minimum 5% participation level for LBEs on this contract**. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.

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

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    a. The LBE's principle business office or workspace; or
    b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.

B. Participation Credit: To receive credit for participation:(1) a 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) a LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C. Suppliers: Credit for a LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for a LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

- Truckers: Credit for a LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid each LBE subcontractor or supplier.

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may

be required by City, to determine compliance with any provision of the LBE program or these specifications.

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

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

2. The listed LBE becomes bankrupt or insolvent.

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

4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

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

C. Subcontractor Substitution: No substitution of a LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If a LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written

request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

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

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento 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.

BID PROPOSAL FORMS

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

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:

J Street to L Street from 16th Street to 20th Street Streetlight Improvements
(PN: T15073203)

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	POTHOLING BY DRILLING	100	EA	$ 90.00	$ 9,000.00
2	REMOVE AND SALVAGE OF EXISTING FIBERGLASS STREETLIGHT POLES	1	LS	$ 2,970.00	$ 2,970.00
3	UNDERGROUND ELECTRICAL INFRASTRUCTURE INSTALLATION, REMOVAL AND MODIFICATION	1	LS	$244,353.00	$ 244,353.00
4	RELOCATION AND INSTALLATION OF CAST IRON STREETLIGHT POLES	53	EA	$1,950.00	$ 103,350.00
5	INSTALLATION OF ORNAMENTAL STREETLIGHTS (STYLE 1)	6	EA	$ 1,295.00	$ 7,770.00
6	PORTABLE CHANGEABLE MESSAGE SIGNS	1	LS	$ 2,000.00	$ 2,000.00

CONTRACTOR NAME: Tim Paxin's Pacific Excavation, Inc. TOTAL $369,443.00

It is understood that this Bid Proposal is based upon completion of the Work within a period of **FORTY (40) WORKING DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

The Contractor shall provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to

Jose Ledesma, Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814, or by email at JLedesma@cityofsacramento.org .

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

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

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

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

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

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

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

Add. #	1	DATE	6/29/15
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:

($ 36,944.30) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR:
By [signature] (Signature)
Jim Pagan (Print or Type)
Title V.P
Address 9796 Kent Street
Elk Grove, CA. 95624
Telephone No. (916) 686-2800
Fax No. (916) 686-2806
Email Address: pgastelum@pacificexcavation.com
Date 7-3-15

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: [illegible]

Contractor's License No. 694400 Type A + C10
Expiration Date 8/31/2016
Tax I.D. Nos.- Fed. 95-4398585 State California
City of Sacramento Business Operation Tax Certificate No. 120135
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE____ Cert #____ SBE____ Cert #____
UDBE____ Cert #____ M/WBE____ Cert #____

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	Tim Paxin's Pacific Excavation, Inc.	**Date**	7/6/15
Prime Contractor Address	9796 Kent Street, Elk Grove, CA. 95624	**Bid Amount**	$ 369,443.00
(REQUIRED) Prime Contractor DIR Registration #	1000000188	**Is Prime LBE?**	☐ Yes ☒ No

Business Name	Granite Electrical Supply, Inc/Edges	**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	Supplier	Supplier DIR / N/A	☒ Yes ☐ No	Street Light wire, Pull Boxes, and locking Covers	$ 19,000.00
Address	1701 National Drive #200				
City, State, Zip	Sacramento, CA 95834				
Contact Person	Randy Houser				
Phone	(916) 648-3900				
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			☐ Yes ☐ No		$
Address					
City, State, Zip					
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			☐ Yes ☐ No		$
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]	V.P.	7-3-15
Signature	**Title**	**Date**

Form Revised 3/9/15

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

☐ **YES** - the firm submitting the bid is qualified as a local business enterprise.

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

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

_____

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

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

_____

_____

_____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

Local status is applicable to the following:

- Any Sacramento addresses which encompasses both the City & unincorporated Sacramento County – including neighborhoods like Rosemont, Antelope, Foothill Farms & Walerga.
- North Highlands
- Carmichael
- Fair Oaks
- Orangevale

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Tim Paxin's Pacific Excavation, Inc.
Name of Contractor

9796 Kent Street, Elk Grove, CA. 95624
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.

Jim Lafen
Signature of Authorized Representative

7-3-15
Date

Jim Lafen
Print Name

V.P
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:
A + C10 8/31/2016 694400

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 Elk Grove, Ca, on 7-3-15.
(Location) (Date)

Signature: [signature]

Print name: Jim Lafin

Title: VP

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

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

J Street to L Street from 16th to 20th Street Streetlight Improvements Project

(PN: T15073203)
Addendum No. 1

June 29, 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.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

J Street to L Street from 16th to 20th Street Streetlight Improvements Project

(PN: T15073203)
Addendum No. 1

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

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established **a minimum 5% participation level for LBEs on certain contracts of $100,000 or more as illustrated below.**

When Does the LBE Program Apply?

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

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

II. LBE QUALIFICATION

A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.

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

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

III. LBE PARTICIPATION LEVEL REQUIREMENTS

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

B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

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

IV. LBE REQUIREMENTS FOR CONTRACTOR

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

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

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

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

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

2. The listed LBE becomes bankrupt or insolvent.

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

4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

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

C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed

deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

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

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

G. Waiver: Request to department director to waive or reduce LBE participation requirement.

BID PROPOSAL FORMS

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

BID PROPOSAL CHECKLIST

Included: Please (√)	Pages
☑ Bid Proposal Form	1 – 3
☑ LBE Participation Program Prime Contractor Form **(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 Electrical 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, at 915 I Street, Suite 2000, Sacramento, CA 95814, email submissions accepted at jledesma@cityofsacramento.org.

City of
SACRAMENTO
Department of Public Works

BID PROPOSAL GUARANTEE
Page 1 of 1

KNOW ALL MEN BY THESE PRESENTS,

That we, Tim Paxin's Pacific Excavation, Inc.

as Principal, and Great American Insurance Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened by the City Clerk's Office, City of Sacramento, located at 915 I Street, Historic City Hall, Closed Session Room #CH1104, Sacramento, CA 95814 up to the hour of 2:00 p.m. on July 8, 2015 for the Work specifically described as follows:

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

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 17 day of June 20 15.

Tim Paxin's Pacific Excavation, Inc.
(Contractor) (Seal)
By Jim Paxin
Title VP

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

Great American Insurance Company
(Surety) (Seal)
By James D. Einerson
Title James D. Einerson, Attorney-in-Fact
Agent Name and Address James Einerson, 11350 Huntington Village Ln., Gold River, CA. 95670
Agent Phone # 916 631 7987
Surety Phone # 925 988 2245
California License # 0796662

(Rev. 1-8-14)

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.

ACKNOWLEDGMENT

State of California)
County of Sacramento)

On 6/17/15 before me, Gail C. Einerson , Notary Public,
(insert name and title of officer)

personally appeared James D. Einerson

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 Gail C. Einerson
Signature of Notary Public

ES!1 GAIL C. EINERSON
COMM. #1970363
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. MAR 21, 2016 ES!1

(seal)

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 14660

POWER OF ATTORNEY

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

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER,	$100,000,000.00
MICHELLE FURNO	CALIFORNIA	

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of FEBRUARY, 2014.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27TH day of FEBRUARY, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

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

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

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

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

CERTIFICATION

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

Signed and sealed this 17 day of June, 2015.

Assistant Secretary

S1029AD (12/13)

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: N/A

Date	Violation Type	Place of Occurrence

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: Tim Paxin's Pacific Excavation, Inc.

BY: Jim Paxin **Date:** 7-8-15

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)

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 Tim Paxin's Pacific Excavation, 9796 Kent Street, Elk Grove CA 95624 ("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:

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

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

_____

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

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

6. PROGRESS PAYMENTS

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

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

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

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

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

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

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **40 WORKING DAYS** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **$1,040.00 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 <u>not</u> 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
Tim Paxin Pacific Excavation Inc
Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE October 23, 2015

BY Prescilla Gastelum
Prescilla Gastelum
Print Name
Corporate Secretary
Title

BY Tim Paxin
Tim Paxin
Print Name
Vice President
Title
95-4398585
Federal ID#
~~1845147~~, 1845174
State ID#
120135

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.: 4046992
Premium: $3,473.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Tim Paxin's Pacific Excavation, 9796 Kent Street, Elk Grove CA 95624
as principal, hereinafter called Contractor, a contract for construction of:

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
Great American Insurance Company, 301 E. 4th St., Cincinnati, Ohio 45202,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
THREE HUNDRED SIXTY NINE THOUSAND FOUR HUNDRED FORTY THREE DOLLARS ($369,443.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on Nov. 25, 2015.

Tim Paxin's Pacific Excavation, Inc.
(Contractor) (Seal)
By [signature]
Title Corporate Secretary

ORIGINAL APPROVED AS TO FORM:
[signature]
City Attorney

Great American Insurance Company
(Surety) (Seal)
By [signature]
Title James D. Einerson, Attorney-in-Fact
Agent Name and Address Einerson Surety Ins., 11350 Huntington Village Ln., Gold River, CA. 95670
Agent Phone # 916 631 7987
Surety Phone # 925 988 2245
California License # 0796662

CITYOF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: 4046992
Premium: Included

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Tim Paxin's Pacific Excavation, 9796 Kent Street, Elk Grove CA 95624 hereinafter called Contractor, a contract for construction of:

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Great American Insurance Company, 301 E. 4th St., Cincinnati, Ohio 45202
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of THREE HUNDRED SIXTY NINE THOUSAND FOUR HUNDRED FORTY THREE DOLLARS ($369,443.00), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on November 25, 20 15.

Tim Paxin's Pacific Excavation, Inc.
(Contractor) (Seal)
By: [signature]
Title: Corporate Secretary

ORIGINAL APPROVED AS TO FORM:
[signature]
City Attorney

Great American Insurance Company
(Surety) (Seal)
By: [signature]
Title: James D. Einerson, Attorney-in-Fact
Agent name and Address: Einerson Surety, 11350 Huntington Village Ln., Gold River, CA. 95670
Agent Phone #: 916 631 7987
Surety Phone #: 925 988 2245
California License # 0796662

Effective 7-1-12

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 11/25/15 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared James D. Einerson,
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.

GAIL C. EINERSON
COMM. #1970363
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. MAR 21, 2016

Signature Gail C. Einerson (Seal)

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 14660

POWER OF ATTORNEY

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

Name	Address	Limit of Power
JAMES D. EINERSON GAIL C. EINERSON MICHELLE FURNO	ALL OF GOLD RIVER, CALIFORNIA	ALL $100,000,000.00

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of FEBRUARY, 2014.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 27TH day of FEBRUARY, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

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

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

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

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

CERTIFICATION

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

Signed and sealed this 25 day of NOV., 2015.

Assistant Secretary

S1029AD (12/13)

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

Bond No.: 4046992
Premium: $3,473.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Tim Paxin's Pacific Excavation, 9796 Kent Street, Elk Grove CA 95624
as principal, hereinafter called Contractor, a contract for construction of:

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
Great American Insurance Company, 301 E. 4th St., Cincinnati, Ohio 45202,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
THREE HUNDRED SIXTY NINE THOUSAND FOUR HUNDRED FORTY THREE DOLLARS ($369,443.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on Nov. 25, 2015.

Tim Paxin's Pacific Excavation, Inc.
(Contractor) (Seal)
By Jacqueline Castelum
Title Corporate Secretary

ORIGINAL APPROVED AS TO FORM:

City Attorney

Great American Insurance Company
(Surety) (Seal)
By
Title James D. Einerson, Attorney-In-Fact
Agent Name and Address Einerson Surety Ins., 11350 Huntington Village Ln., Gold River, CA. 95670
Agent Phone # 916 631 7987
Surety Phone # 925 988 2245
California License # 0796662

CITYOF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: 4046992
Premium: Included

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Tim Paxin's Pacific Excavation, 9796 Kent Street, Elk Grove CA 95624
hereinafter called Contractor, a contract for construction of:

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Great American Insurance Company, 301 E. 4th St., Cincinnati, Ohio 45202,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of THREE HUNDRED SIXTY NINE THOUSAND FOUR HUNDRED FORTY THREE DOLLARS ($369,443.00), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on November 25, 20 15.

Tim Paxin's Pacific Excavation, Inc.
(Contractor) (Seal)
By Priscella Castellum
Title Corporate Secretary

Great American Insurance Company
(Surety) (Seal)
By: James D. Einerson
Title: James D. Einerson, Attorney-in-Fact
Agent name and Address: Einerson Surety, 11350 Huntington Village Ln., Gold River, CA. 95670
Agent Phone #: 916 631 7987
Surety Phone #: 925 988 2245
California License # 0796662

ORIGINAL APPROVED AS TO FORM:

City Attorney

Effective 7-1-12

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 11/25/15 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared James D. Einerson,
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(ie~~s~~), 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.

GAIL C. EINERSON
COMM. #1970363
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. MAR 21, 2016

Signature Gail C. Einerson (Seal)

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 14660

POWER OF ATTORNEY

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

Name	Address	Limit of Power
JAMES D. EINERSON GAIL C. EINERSON MICHELLE FURNO	ALL OF GOLD RIVER, CALIFORNIA	ALL $100,000,000.00

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of FEBRUARY, 2014.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 27TH day of FEBRUARY, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

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

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

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

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

CERTIFICATION

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

Signed and sealed this 25 day of NOV., 2015.

Assistant Secretary

S1029AD (12/13)

SACRAMENTO
Department of Public Works

GUARANTEE

We hereby guarantee the J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203) 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: October 23, 2015

Signed: Prescilla Castelum

Prescilla Castelum
Printed Name

Tim Paxin's Pacific Excavation, Inc
Company

9796 Kent Street
Address

Elk Grove, CA 95624

(Rev. 5-6-91)

SACRAMENTO
Department of Public Works

WORKER'S COMPENSATION CERTIFICATION

J Street to L Street from 16th to 20th Street Streetlight Improvements (PN: T15073203)

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: October 23, 2015 Contractor Tim Paxin's Pacific Excavation, Inc

By Jessica Castelum
Signature

(Rev. 5-6-91)

Construction and Demolition (C&D) Debris Recycling Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C&D Debris Waste Management Plan

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

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

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min $40, max $800); security deposit, if applicable, is 1% of bid amount (max $10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: _____ Engineering Estimate: _____
Contractor: _____ Phone: _____
Address: _____ Email: _____

B. Briefly describe the project:

_____
_____
_____
_____
_____

C. Materials Required to be Recycled

50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

50%
of all debris must be recycled

D. Material Management.

1. **How will C&D debris will be stored on the project site:** _____ Mixed C&D _____ Source-Separated
2. **Company to haul away debris:** _____
3. **Facilities to receive debris:** _____

C&D Debris Waste Management Plan

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

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at http://www.cityofsacramento.org/utilities/.

1. **Self-haul or self-hauling**: This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler**: Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation**: This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris**: This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility**: See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL** Clean Wood Waste (unpainted, untreated lumber, plywood and OSB), Inert Materials (concrete, asphalt paving, brick, block, and dirt), Wooden Pallets, Scrap Metal, and Corrugated Cardboard must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

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

Recovery Stations & Landfills

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

More updated information can be found online at:
http://www.cityofsacramento.org/utilities/

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

C&D Debris Waste Log

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

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

3

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE 10/2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HO CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), A 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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer r certificate holder in lieu of such endorsement(s).

PRODUCER
John O. Bronson Co., A Division of HUB International / #0757776
3636 American River Drive Suite 200
Sacramento, CA 95864
916-974-7800

CONTACT NAME: Sharon Davis (PAC48968 / 9293)
PHONE (A/C, No, Ext): 916-480-4120 FAX (A/C, No): 916-99
E-MAIL ADDRESS: sharon.davis@hubinternational.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Old Republic General Insurance Corp. (ORCPG)
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Tim Paxin's Pacific Excavation, Inc.
9796 Kent Street
Elk Grove, CA 95624

COVERAGES — CERTIFICATE NUMBER: 20271 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIAB LITY CLAIMS-MADE X OCCUR X $10,000 Deductible per Occurrence X Cont Liab, XCU per CG0001 0413 GEN'L AGGREGATE L MIT APPL ES PER: POLICY X PRO-JECT LOC	X		A1CG967815-05 Gen'l Agg Limit per Proj applies when required by written contract and CG2503 0509 is listed below with form attached to certificate	1/1/2015	1/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV NJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY A ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS A Ca00001 0310	X		A1CA967815-05	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY NJURY (Per person) BODILY NJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCR PTION OF OPERATIONS below	N/A		A1CW967815-05	1/1/2015	1/1/2016	X WC STATU-TORY LIMITS OTH-ER E L. EACH ACCIDENT E L. DISEASE - EA EMPLOYEE E L. DISEASE - POLICY LIMIT	$ $ $

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

RE: Pacific Job #15-1504 City Proj No. PN: T15073203 Conduit Installation per Scope of Work: J Street to L Street Streetlight Improvements, Sacramento, CA

Add'l Interests: City of Sacramento, its officials, employees and volunteers as required by written contract;

Forms: CG2010 0413, CG2037 0413, CGENGN0029 0906, CG0001 0413(Sep of Insured), CA2048 1013, CAENGN0019 0906, ILENGN0004 0911, WC990358 0111

CERTIFICATE HOLDER

CITY OF SACRAMENTO
c/o EBIX BPO
PO BOX 257 REF #TBD
PORTLAND, MI 44875-0257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paul F Bystrowski

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321317

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2015

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
John O. Bronson Co., A Division of HUB International / #0757776
3636 American River Drive Suite 200
Sacramento, CA 95864
916-974-7800

CONTACT NAME: Sharon Davis (PAC48968 / 9293)
PHONE (A/C, No, Ext): 916-480-4120 FAX (A/C, No): 916-993-7220
E-MAIL ADDRESS: sharon.davis@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic General Insurance Corp. (ORCPG)	24139
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tim Paxin's Pacific Excavation, Inc.
9796 Kent Street
Elk Grove, CA 95624

COVERAGES CERTIFICATE NUMBER: 20271 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIAB LITY CLAIMS-MADE X OCCUR X $10,000 Deductible per Occurrence X Cont Liab, XCU per CG0001 0413 GEN'L AGGREGATE L MIT APPL ES PER: POLICY X PRO-JECT LOC	X		A1CG967815-05 Gen'l Agg Limit per Proj applies when required by written contract and CG2503 0509 is listed below with form attached to certificate	1/1/2015	1/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV NJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY A ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS A Ca00001 0310	X		A1CA967815-05	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY NJURY (Per person) BODILY NJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCR PTION OF OPERATIONS below	N / A		A1CW967815-05	1/1/2015	1/1/2016	X WC STATU-TORY LIMITS OTH-ER E L. EACH ACCIDENT E L. DISEASE - EA EMPLOYEE E L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: Pacific Job #15-1504 City Proj No. PN: T15073203 Conduit Installation per Scope of Work: J Street to L Street Streetlight Improvements, Sacramento, CA

Add'l Interests: City of Sacramento, its officials, employees and volunteers as required by written contract;

Forms: CG2010 0413, CG2037 0413, CGENGN0029 0906, CG0001 0413(Sep of Insured), CA2048 1013, CAENGN0019 0906, ILENGN0004 0911, WC990358 0111;

CERTIFICATE HOLDER

CITY OF SACRAMENTO
c/o EBIX BPO
PO BOX 257 REF #TBD
PORTLAND, MI 44875-0257

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

Paul F Bystrowski

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Named Insured: Tim Paxin's Pacific Excavation, Inc.

POLICY NUMBER: A1CA967815-05

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: Tim Paxin's Pacific Excavation, Inc.
Endorsement Effective Date: 1/1/2015

SCHEDULE

Name Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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POLICY NUMBER: A1CG967815-05

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance 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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OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us THIRTY (30) days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us TEN (10) days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured	Tim Paxin's Pacific Excavation, Inc.		
Policy Number	A1 CG/CA967815-05	Endorsement No.	
Policy Period	1/1/2015-16	Endorsement Effective Date:	1/1/2015
Producer's Name:	Old Republic Contractors Program Group		
Producer Number:			

Paul F Bystrowski
AUTHORIZED REPRESENTATIVE

1/1/2015
DATE

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

Named Insured: Tim Paxin's Pacific Excavation, Inc.

Policy Number: A1CA967815-05

OLD REPUBLIC GENERAL INSURANCE CORPORATION

AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B. – General Conditions, 5. – Other Insurance, a. is replaced by the following:

a. For any covered "auto" you own, this Coverage Form provides primary insurance. However, if there is other collectible insurance, the insurance provided by this Coverage Form with respect to such covered auto, is excess over such other collectible insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own;

(2) Primary while it is connected to a covered "auto" you own. However, if there is other collectible insurance with respect to such "trailer," the insurance provided by this Coverage Form is excess over such other collectible insurance.

Named Insured	Tim Paxin's Pacific Excavation, Inc.		
Policy Number	A1CA967815-05	Endorsement No.	
Policy Period	01/01/2015-16 to	Endorsement Effective Date:	
Producer's Name:			
Producer Number:			

Paul F Bystrowski

AUTHORIZED REPRESENTATIVE

10/22/15

DATE

CA EN GN 0019 09 06

POLICY NUMBER: A1CG967815-05

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract, but only when coverage for Completed Operations is specifically required by that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance 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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OLD REPUBLIC GENERAL INSURANCE CORPORATION
CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s) Or Organization(s): **Location(s) of Covered Operations**

As required by written contract.

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Tim Paxin's Pacific Excavation, Inc.		
Policy Number	A1CG967815-05	Endorsement No.	
Policy Period	01/01/2015 01/01/2016	Endorsement Effective Date:	01/01/2015
Producer's Name:	ORCPG		
Producer Number:			

Paul F Bystrowski

AUTHORIZED REPRESENTATIVE

10/22/15

DATE

CG EN GN 0029 09 06

Named Insured: Tim Paxin's Pacific Excavation, Inc.
Policy Number: A1CW967815-05

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Cancellation or Non-Renewal to Specified Persons or Organizations Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us (30) thirty days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us (10) ten days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Form **W-9**
(Rev. October 2007)
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.

Name (as shown on your income tax return) Tim Paxin's Pacific Excavation, Inc

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.) 9796 Kent Street

Requester's name and address (optional)

City, state, and ZIP code Elk Grove, CA 95624

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 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 chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number 95 4398585

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).

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 4.

Sign Here Signature of U.S. person ▶ Jessica Sastelum Date ▶ 10-23-15

General Instructions

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

Purpose of Form

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

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

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.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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 Tim Paxin's Pacific Excavation, Inc

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no. 95-4398585

Address (apt./ste., room, PO Box, or PMB no.) 9796 Kent Street

City (If you have a foreign address, see instructions.) Elk Grove, CA 95624 | State CA | ZIP Code 95624

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) Prescilla Castelum Telephone (916) 686-2800

Payee's signature ▶ Prescilla Castelum Date 10-23-15

For Privacy Notice, get FTB 1131 ENG/SP. 7061153 Form 590 C2 2014

2015 Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

Registered Domestic Partners (RDP) – For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For information on California backup withholding, go to **ftb.ca.gov** and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to **edd.ca.gov** or call 888.745.3886.

Do not use Form 590 to certify an exemption from withholding if you are a **Seller of California real estate**. Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities.
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.

B Income Subject to Withholding

California Revenue and Taxation Code (R&TC) Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident partners, members, and S corporation shareholders and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties from activities sourced to California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are $1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication, see Additional Information.

C Who Certifies this Form

Form 590 is certified by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent before payment is made. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Definitions

For California non-wage withholding purposes, **nonresident** includes all of the following:

- Individuals who are not residents of California.
- Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
- Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
- Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.

Foreign refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information, get FTB Pub. 1032, Tax Information for Military Personnel.

Permanent Place of Business:
A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the CA SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home.
- To which you intend to return whenever you are absent.

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the taxpayer identification number (TIN) and check the appropriate TIN box.

You must provide an acceptable TIN as requested on this form. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp no.); or CA SOS file number.

Private Mail Box (PMB) – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

Withholding Agent Instructions

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see Additional Information.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, and Form 592-V, Payment Voucher for Resident and Nonresident Withholding.

Additional Information

For additional information or to speak to a representative regarding this form, call the Withholding Services and Compliance telephone service at:

Telephone: **888**.792.4900
916.845.4900
Fax: 916.845.9512

OR write to:

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

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FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

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120135

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City of SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	PACIFIC EXCAVATION INC.		
Business Address	9796 KENT ST		
Owner	TIM P PAXIN	07/01/2015	06/30/2016
Type of Business	ELECTRICAL CONTRACTOR		
Tax Classification	401		Expires

TOTAL PAID: $261.28

PACIFIC EXCAVATION INC.
9796 KENT ST
ELK GROVE, CA 95824

CITY OF SACRAMENTO
VOID
AUG 06 2015
VALIDATED
PAID

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

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).

SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR
J STREET TO L STREET FROM 16TH STREET TO 20TH STREET
STREETLIGHT IMPROVEMENTS
(PN: T15073203)

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SPECIAL PROVISIONS
FOR
J STREET TO L STREET FROM 16TH STREET TO 20TH STREET
STREETLIGHT IMPROVEMENTS
(PN: T15073203)

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

Work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material for streetlight improvements as indicated on the Plan sheets and these Special Provisions.

1.2 SPECIFICATIONS

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

1.3 ORDER OF WORK

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

1. The first order of construction work shall be at the intersection of K Street and 20th Street as shown on sheet E-4. The first order of work by the Contractor shall include the underground installation of conduits, pull boxes and foundations, in order to, clear the way for the installation of an overlay and new crosswalks (the crosswalks and overlay shall be installed by others) at all 4 legs of the intersection. This first order of work as shown on the plans must be completed by September 7, 2015. No underground work is permitted at the intersection of K Street and 20th Street after the crosswalks and overlay are installed.
2. The second order of work shall be the remainder of the construction work as shown on sheet E-4. This work includes the installation of conduit, pull boxes, foundations, conductors, new ornamental streetlights, relocation of existing streetlights, and other work items as shown on sheet E-4.

3. The third order of work shall be the construction work on J Street, as well as construction work along 19th Street between J Street and the I/J Street alley, as specified in the planset and these specifications. This work includes the installation of conduit, pull boxes, foundations, conductors, relocation of existing streetlights, and other work items as specified in the plans and these specifications.
4. The fourth order of work shall be the construction work on K Street, and all other construction work as shown in the planset and these specifications. This work includes the installation of conduit, pull boxes, foundations, conductors, relocation of existing streetlights, and other work items as specified in the plans and these specifications.

The streetlights are permitted to be non-functional during the construction hours of 7am to 5pm. The streetlights shall be fully operational during the evening hours between 5pm to 7am.

1.4 COMPLETION TIME

The time limit for the completion of all work is **FORTY (40)** working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of **ONE THOUSAND AND FORTY DOLLARS ($1,040)** as liquidated damages, and not as a penalty, for each working day delay after the expiration of working days.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest setting forth in what respect the Contractor disagrees with the working day statement, otherwise the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

1.5 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 the Engineer on the project. John Matoba, Department of Public Works, Engineering Services Division, 915 I Street, Suite 2000, Sacramento, CA 95814, (916) 808-7891, or fax to (916) 808-7903 or email address: jmatoba@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 at least one (1) week prior to the bid opening date.

1.6 PROVIDING BONDS AND SURETY

The Contractor shall provide signed agreement and surety bonds within ten (10) calendar days after receipt of notice to award by the City and prior to award by the City Council. The Contractor shall be reimbursed for all surety bond costs should the City Council not award a contract.

1.7 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET

The Contractor and its subcontractors must not use 28th Street south of E Street as part of any haul route to and from the Bell Marine Co., Inc./ Harbor Sand and Gravel located at 200 28th Street. Acceptable routes to and from the facility are as follows:

To enter facility:

North on 30th Street
West on E Street
North on 28th Street

To exit facility:

South on 28th Street
East on C Street
South on 29th Street

The Contractor shall be assessed an administrative penalty of $500 for each Contractor or subcontractor dump truck that uses 28th Street South of E Street to enter or exit the Bell Marine Co., Inc/Harbor Sand and Gravel.

1.8 CERTIFICATE OF COMPLIANCE

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

1.9 FINAL PAY QUANTITY

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

1.10 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the Special Provisions shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment, materials, or supplies to be considered as an approved equal must be submitted to the City contact listed in Section 1.5, 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.

1.11 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor shall be available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:

    a. Chapter 6.5, Division 20, California Health and Safety Code.

    b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.

    c. City of Sacramento Building Code and the current edition of the Uniform Building Code.

2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.

3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

1.12 COORDINATION

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

1. At a minimum the Contractor shall coordinate his operations with the following:

   - City Traffic Signal and Street Lighting Maintenance Shop
     Contractor shall notify Steve Krecek, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-8106.

   - City Fire Alarm
     Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.

   - Underground Service Alert
     Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.

   - Sacramento Municipal Utility District (SMUD)
     SMUD not required for this project.

   - Pacific Bell
     Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by Pacific Bell, or before any overhead line heights need to be measured.

   - Pacific Gas and Electric (PG&E)

Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371at least 7 calendar days before start of construction.

2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall notify City Public Media and Communications Specialist, Linda Tucker (808-7523). The notice must answer the questions who, what, when, where and include the Project Manger's name.

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

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

1.13 PROJECT SCHEDULING

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

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

1.14 PROTECTION OF EXISTING IMPROVEMENTS

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

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

Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, grass, fences, mail

boxes, walls and other improvements including existing pavements, sidewalks, street improvements, sprinkler systems and underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period.

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

The Contractor will insure that utility services to customers in the project are maintained.

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

The Contractor is expected to "pothole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict with the proposed work.

The cost of relocating existing overhead or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

No compensation will be paid to the Contractor for the maintenance and protection of existing utilities and facilities. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.15 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

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

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

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

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

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. The Contractor shall submit a Traffic Control Plan to the Engineer in accordance with Section 6 of the Standard Specifications.

2. All lanes shall be open during weekends, holidays, and when work is not in progress. Access to all driveways and side streets shall be maintained at all times.

3. All lanes of traffic, in each direction, must be open to traffic from 7:00 A.M. to 8:30 A.M. and from 4:00 P.M. to 6:00 P.M. and during periods when work is not in progress, unless otherwise specified by the Engineer. Working hours shall be between 7:00 AM and 5:00 PM Monday through Friday, unless otherwise approved by the Engineer. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

4. A maximum of one (1) lane can be closed to traffic in any direction when work is in progress. Flaggers shall be provided.

5. 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.

6. 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.

7. 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.

8. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.16 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

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

1.17 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor's construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

1.18 PUBLIC NOTIFICATION

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

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.

1.19 REMOVAL OF ON-STREET PARKING

In Metered Parking Areas:

Seventy-two (72) hours prior to construction, the Contractor shall place signs adjacent to every third parking stall stating, "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block". Contractor shall also contact the City Parking Division prior to placing barricades.

Signs shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

The Contractor shall request the City Parking Division to cover each parking meter, prior to construction, with a "NO PARKING" sign and the signs previously placed adjacent to every third stall shall be mounted on a barricade and moved into the parking stall at the Contractors expense.

If the Contractor needs less than the entire block, every stall removed shall be barricaded in conjunction with the covering of parking meters.

Where parking removal is necessary, at metered parking stalls, the Contractor shall coordinate with the City Parking Division three (3) days in advance and shall be responsible for the payment of parking removal fees (City Code Section 25.122-1). It is recommended that the Contractor consult with the City Parking Division (phone 916-808-5874) prior to submission of his bid to obtain an estimate of the fees for this project. Note: Typical fees are $29 to bag the first meter and $5 each additional meter. Daily meter fees are typically $2.25 each day Monday through Saturday.

In Non-Metered Parking Areas:

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones.
"NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will

require rescheduling of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

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

1.20 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

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

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

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

All substitutions are subject to the approval of the Engineer.

1.21 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.

1.22 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.

1.23 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.

1.24 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, Tim Dailey, phone number 808-6336. 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.

1.25 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, Tim Dailey, (916) 808-6336 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.

1.26 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).

1.27 HEALTH AND SAFETY

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

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

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

1.28 PERMITS AND STAGING AREA

If the Contractor decides he/she needs additional working easement areas, work sites or material sites to facilitate his operation, it shall be his sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and material sites.

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property.

All areas lying outside of the street right-of-way which are affected by the work shall be restored to the same, or better condition existing prior to the commencement of the work, to the satisfaction of the Engineer.

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

1.29 TEMPORARY PAVEMENT MARKERS

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

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

> Temporary Overlay marker (Types Y and W) manufactured by Davidson Plastics Company, 18726 East Valley Highway, Kent, Washington 98032, telephone (206) 251 8140.
>
> Safe-Hit Temporary Pavement Marker, manufactured by Safe-Hit Corporation, 1930 West Winton Avenue, Building #11, Hayward, CA 95545, telephone (415) 783 6550.

Swareflex Pavement Marker (Models 3553, 3554, Cat Eyes Nos. 3002 and 3004), manufactured by Swareco and distributed by Servtech Plastics Inc., 1711 South California Street, Monrovia, CA 91016, telephone (818) 359 9248.

Stimsonite Construction Zone Marker (Model 66), manufactured by Amerace Corporation, Signal Products Division, 7542 North Natchez Avenue, Niles, IL 60648, telephone (312) 647 7717.

Flex-O-Lite Raised Construction Marker (RCM), manufactured by Flex-O-Lite, Lukens Company, P.O. Box 4366, St. Louis, MO 63123 0166, telephone (800) 325 9525.

3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, telephone (916) 924 9605.

MV Plastics Chip Seal Marker (1280/1281 Series with Reflexite Polycarbonate, PC 1000, reflector unit), manufactured by MV Plastics, Inc., 533 W. Collines Avenue, Orange, CA 92667, telephone (714) 532-1522.

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

At the direction of the Engineer, Temporary pavement striping may be required.

After paving and or planning or grinding, temporary pavement markers shall be placed on all existing striped streets that are opened to public traffic prior to final striping in accordance with the striping diagrams. Temporary pavement markers that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense.

When no longer required for the work as determined by the Engineer, temporary pavement markers shall be removed in accordance with the provisions in Section 15-2, "Miscellaneous Highway Facilities," of the State Standard Specifications, except as otherwise provided herein. If the temporary pavement markers to be removed are on surfacing that is to be removed, the temporary pavement markers may be removed and disposed of in conjunction with the removal of the surfacing, providing such pavement markers do not interfere with the required traffic lane delineation, as determined by the Engineer.

The 14-day waiting period for placing pavement markers on new asphalt concrete surfacing shall not apply to temporary pavement markers.

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

1.30 EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

1.31 WATER QUALITY CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Storm Water General Permit issued to the City. The Contractor shall comply with the requirements and conditions of the General Permit during construction.

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):

a. 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.

b. Covering of material piles and/or gravel berms (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.

c. Gutter flowlines are to be kept unimpeded and free of soil, debris and construction materials at all times.

d. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.

e. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

f. Wash water, slurry and sediment from concrete or asphalt sawcutting 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.

3. 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.

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.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. 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.

4. 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.

No compensation will be paid to the Contractor for water quality control. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

5. Housekeeping Practices

The Contractor shall implement housekeeping practices during the construction of this project. The Contractor is required to implement, at a minimum, the following housekeeping practices: solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

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.

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 fenced or otherwise 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.

Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed to the storm drain system via curb and gutter. If a designated 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.

Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials and controlling spills if they occur. Proper spill control and cleanup materials shall be kept on site near the storage area and updated as materials change on site.

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.

2. ITEMS OF THE PROPOSAL

ELECTRICAL COST BREAK-DOWN

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

The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contact lump sum price bid for the work. The unit price is the material and installed cost with overhead, profit, and labor.

The Contractor shall determine the quantities to complete the work shown on the plans. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer's discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer's discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of electrical work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment, estimated quantity, and unit price ($/LF or each). See below for sample items. Some items from the list may not apply to the project, and other items may need to be included. Contractor shall submit break-down in a spreadsheet format.

Conduit – list each size (2", 3", etc.), installation method, quantity (LF), unit price ($/LF).

Conductor – list each size (#6, #8, etc.), quantity (LF), and unit price ($/LF).

Pull Box – list type (#5, #6, etc), quantity, and unit price ($/EA). Lockable Lid.

Cast Iron and Crocker Style Streetlight Modification:

- *Provide and Install New Foundation for existing Cast Iron Streetlight and Crocker Style Streetlights*. List quantity and unit price ($/EA).

- *Relocate cast iron streetlight and Crocker Style Streetlight to new foundation.* List quantity and unit price ($/EA).
- *Remove/salvage* existing luminaires on cast iron poles. List quantity and unit price ($/EA).
- *Install City Furnished LED luminaire, Re-wire* – List quantity and unit price ($/EA).
- *Abandon Existing Foundation* – List quantity and unit price ($/EA)

Ornamental Streetlight Style 1 Installation:

- *Provide and Install New Foundation for Ornamental Streetlight* – List quantity and unit price ($/EA). City to furnish anchor bolts, nuts and washers.
- *Install City Furnished Ornamental Streetlight (Style 1) on new foundation.* List quantity and unit price ($/EA).
- *Install City Furnished LED luminaire, Re-wire* – List quantity and unit price ($/EA).
- *Provide and Install Sealant for Ornamental Streetlight and plumb fixture* - List quantity and unit price ($/EA).
- *Relocate cast iron streetlight* – List quantity and unit price ($/EA).
- *Abandon Existing Foundation*- List quantity and unit price ($/EA)

Remove and Dispose of Fiberglass Streetlight poles - List quantity and unit price ($/EA).

ITEM NO. 1 - POTHOLING BY DRILLING

Potholing shall consist of drilling where directed by the Engineer to fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined.

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

The exact location and final number of potholes shall be determined in the field by the Engineer after the underground facilities have been marked in the field through Underground Service Alert (USA).

As a first order of work the Contractor shall pothole the proposed location of the signal poles and notify the Engineer if any conflicts exist.

The Engineer will request potholing where potential conflicts exist between existing facilities identified through USA in the field and the proposed improvements. In the event existing and proposed facilities are found to be in conflict after potholing, the Engineer reserves the right to change the alignment and grade of the proposed

improvements. The Contractor shall not commence work on the proposed improvements until the Engineer has determined the need for potholing and gives the Contractor clearance to proceed with the proposed improvements.

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

A total of ten (10) non-consecutive working days shall be planned for in the Contractor's schedule for potholing work as specified in this item. The Contractor shall schedule the work such that potholing does not affect any critical path activities. No contract working day extensions shall be granted to the Contractor for potholing work.

Backfilling of potholing excavations shall be per Sections 13-4 and 14-3 of the Standard Specifications. The cost for backfilling and street surface restoration shall be included in the unit price bid for this item and no additional compensation shall be made. Surface restoration in paved areas not planned to be reconstructed with this project shall match the existing pavement section or be a minimum of 4" AC on 16" Class 2 AB.

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

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

ITEM NO. 2 - REMOVE AND SALVAGE EXISTING FIBERGLASS STREETLIGHT POLES

The work to be performed for this item, in general, includes furnishing all necessary equipment and materials to remove and salvage existing fiberglass streetlight poles and abandon foundations as indicated on the Plan sheets and these Special Provisions. Contractor shall provide traffic control measures for this line item.

The foundation, anchor bolts and conduits shall be removed to a depth of two feet below the surface of sidewalk or unimproved ground. The resulting hole shall be backfilled with material equivalent to the surrounding material.

Also included in the work shall be the removing and salvaging of existing luminaires on fiberglass streetlight poles. Salvaged poles shall be delivered to the City Corporation Yard South, 5730 24th Street, Building 11, Sacramento, California. Contractor shall make schedule delivery with the City Inspector.

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.

ITEM NO. 3 - UNDERGROUND ELECTRICAL INFRASTRUCTURE INSTALLATION, REMOVAL AND MODIFICATION

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the underground electrical infrastructure installation, removal, and modification as indicated on the Plan sheets and these Special Provisions. Contractor shall provide traffic control measures for this line item.

Included in the work shall be furnishing and installing conduits, conductors, pull boxes, incidentals, traffic control measures, and all appurtenances shown on the Plans and called for in these Special Provisions. All new pull boxes shall have lockable lids.

Contractor shall also remove existing pull boxes, intercept existing conduit and conductors and extend into new pull boxes, remove existing conductors and abandon conduits, connect new conductors to the existing streetlight system, and other items as shown on the plans.

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.

ITEM NO. 4 - RELOCATION AND INSTALLATION OF CAST IRON STREETLIGHT POLES

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the relocation and installation of cast iron streetlight poles as shown on the Plan sheets and these Special Provisions. Contractor to provide traffic control measures for this line item.

Contractor shall perform the following:

1. Provide and install new foundations with anchor bolts, nuts, and washers for the existing Cast Iron and Crocker Style Streetlight poles.
2. Relocate existing cast iron streetlight poles to new foundations as shown on the plans.
3. Remove/salvage existing luminaires on cast iron poles.
4. Install City-furnished Acrylic Prismatic Top Model 424 with Simply LED luminaires on cast iron streetlight poles
5. Install conductors, and make final connections to the service pedestal and streetlight system.
6. Abandon existing foundation for cast iron and Crocker Style poles. The foundation, anchor bolts and conduits shall be removed to a depth of two feet below the surface of sidewalk or unimproved ground. The resulting hole shall be backfilled with material equivalent to the surrounding material.

The City of Sacramento shall furnish the following materials: Lexalite Acrylic Prismatic Top Model 424 with Simply LED luminaires. Contractor shall be responsible for picking up and installing all City furnished equipment. See Section 3.1 for City Furnished Equipment.

Contractor shall provide anchor bolts, nuts, and washers for the foundations of the cast iron and Crocker Style streetlight poles.

The foundation shall be level underneath the footprint of the cast iron streetlight pole. The cast iron pole shall be placed on the level foundation. Leveling bolts shall not be used. The cast iron pole shall sit flush on the new foundation. The foundation shall be level to provide a plumb installation of the pole.

Contractor to provide all equipment, vehicles, machinery and transportation needed to relocate cast iron streetlight poles. Poles shall not be damaged nor scratched. There is one existing ornamental streetlight pole that shall be removed and salvaged to the City Corporation Yard, see Plans for location.

Payment shall be at the unit price bid per each 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.

ITEM NO. 5 - INSTALLATION OF ORNAMENTAL STREETLIGHTS (STYLE 1)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the installation of ornamental streetlights (style 1) as indicated on the Plan sheets and these Special Provisions. Contractor to provide traffic control measures for this line item.

Contractor shall perform the following:

1. Provide and install new foundations for the ornamental streetlight (style 1) with anchor bolts.
2. Install City furnished ornamental streetlight pole (Style 1) on new foundation as shown on the plans.
3. Install City furnished Acrylic Prismatic Top Model 424 with Simply LED luminaires.
4. Provide and install sealant between foundation and base of pole
5. Install conductors, and make final connections to the service pedestal and streetlight system.
6. Relocate existing cast iron streetlight poles to new location, as specified in the plans.
7. Remove/salvage existing luminaires on cast iron streetlight poles.
8. Abandon existing foundations for cast iron and fiberglass poles. The foundation, anchor bolts and conduits shall be removed to a depth of two feet below the surface of sidewalk or unimproved ground. The resulting hole shall be backfilled with material equivalent to the surrounding material.

The City of Sacramento shall furnish the following materials: ornamental streetlight poles (style 1) with anchor bolts and Lexalite Acrylic Prismatic Top Model 424 with Simply LED luminaires for the streetlight poles. Contractor shall be responsible for picking up and install all City furnished equipment. See Section 3.1 for City Furnished Equipment.

Contractor to provide all equipment, vehicles, machinery and transportation needed to relocate cast iron and ornamental streetlight poles. Poles shall not be damaged nor scratched.

Payment shall be at the unit price bid per each 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.

ITEM NO. 6 - PORTABLE CHANGEABLE MESSAGE SIGNS

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs.

Work in this item shall comply with Section 12-3.12 "Portable Changeable Message Signs," of the State Standard Specifications.

Portable Changeable Message Signs shall be placed on a traveled way as follows:

1. Sufficient weight bearing capacity to support portable changeable message sign
2. Slope not greater than 6:1 (horizontal:vertical)

The Contractor shall submit a Certificate of Compliance for each portable changeable message sign in accordance with Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications and shall comply with the manufacturer's operating instructions for the portable changeable message sign.

Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. The Contractor may use more than 1 portable changeable message sign to meet this requirement.

The portable changeable message sign shall display the message shown on the Plans, as directed by the Engineer, or specified in these special provisions.

The text of the message displayed on portable changeable message sign shall not scroll, or travel horizontally or vertically across the face of the message panel.

The portable changeable message sign shall continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase.

If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be a minimum 18-inch character height. If useable shoulder area is less than 15 feet wide, a smaller message panel with minimum 12-inch character height may be used to prevent encroachment in the traveled way.

The contractor must immediately comply with the Engineer's request to modify the displayed message.

The portable changeable message sign shall begin operating seven calendar days before starting work, closing a lane or as directed by the Engineer. The changeable message sign shall be placed during construction and shall be removed after construction is complete unless otherwise instructed by the Engineer.

The portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane closure.

The portable changeable message sign shall be placed as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. The portable changeable sign shall be placed before or at the crest of vertical roadway curvature where it is visible to approaching traffic. The portable changeable message sign shall not be placed within or immediately after horizontal roadway curvature. Where possible, the portable changeable message sign shall be placed behind guardrail or temporary railing (Type K).

Except where placed behind guardrail or temporary railing (Type K) traffic control devices for shoulder closure shall be placed to delineate portable changeable message sign.

Payment shall be lump sum price bid and shall include compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in furnishing, placing, operating, modifying messages, maintaining portable changeable message signs, complete in place, including transporting from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs 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 per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs.

per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with 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 cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

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.

After the conduit is installed by the directional drill method, the contractor is required to expose the conduit between pull boxes to show that the conduit meets the minimum depth requirements.

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.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

4. All conductors of AWG #6, #8 and #10 shall be identified by printed and embossed labels.
   a) Both printed and embossed labels shall clearly identify the UL listing, insulation type, voltage rating, AWG number, and the City of Sacramento.
   b) The printed label and the embossed label shall be placed at approximately 90 degrees separation around the center of the conductors.
   c) Labels shall appear every one foot interval.
   d) Embossed labels shall be between 0.002" to 0.003" in depth and shall not damage the conductors. Label heights shall be no less than 3/32" for AWG #8 or larger, and shall be no less than 2/32" for AWG #10.

3.5 Inspection

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

3.6 Foundations for streetlights

The foundations for streetlights shall be the depth as indicated in the plan sheets or City of Sacramento standards. The foundations shall be Class "A" Portland Cement Concrete conforming to Section 10-5 of the Standard Specifications. Foundation shall be poured monolithically.

The concrete foundation for the cast iron and Crocker streetlights shall be 2'-6" wide by 3'-6" deep. The top of the foundation shall be leveled with a smart level. Shims are not permitted to plumb the streetlight. The streetlight shall rest on top of the leveled foundation. The streetlight shall be plumb. Grout is not permitted.

The concrete foundation for the ornamental streetlight (style 1) shall be 2' wide by 42" deep.

The abandoning of foundations shall be in accordance with Section 34-8 of the Standard Specifications. The top of the foundation, anchor bolts, and conduits shall be removed to a depth of two feet below the surface of sidewalk or unimproved ground.

The area void by the abandoned foundation shall be replaced with surrounding like-kind material.

3.7 Ornamental Streetlight (Style 1)

A. Sealing of Streetlight Pole Foundation

The Contractor shall provide and install the sealant for the ornamental streetlight.

The concrete for the foundation shall be finished so that the top surface is straight and smooth with a 2% grade conforming to the adjoining sidewalk.

Remove concrete forms on streetlight poles upon project completion. Remove all plywood, forms, excess and leftover concrete, and other debris as a result from construction upon project completion.

Once the pole is installed and leveled on the anchor bolts, the gap between the base of the pole and the top of the foundation shall be sealed using the following procedure.

The bottom surface of the pole base shall be primed using Pecora P-120 or approved equal and the top of the foundation shall be primed using a Pecora P-150 or approved equal. The curing of the concrete used for the foundation or pavement and the application of the primer shall follow the guidelines provided by the manufacturer of the primer and sealant.

The gap to be sealed shall be partially filled by pushing in a 1.5" diameter Bi-Cellular Backer Rod (SOF Rod), cut to size, and installed around the bottom perimeter of the pole

base, pushed against the anchor bolts. The backer road product shall be made by Construction Foam Products or approved equal.

A one half-inch (1/2") inside diameter drain tube shall be placed in the gap between the base of the pole and its foundation to prevent standing water. The drain tube shall be placed under the backer rod, flush with the finished surface of the concrete, and extending about 2.25" toward the center of the pole base. It shall be placed so that it is following the downward slope of the surrounding sidewalk and top of foundation (about 2%). The drain tube shall be made of PVC with a wall thickness of 1/16" or as approved by the engineer.

Once the primer is dry as recommended by the manufacturer, and the backer rod is installed, the Contractor shall apply a silicone sealant, with a minimum thickness of 0.5inch. Use a pre-tinted black color silicone, model number Pecora 890NST or approved equal. Completely seal the gap between the base of the pole and the top of the foundation with the silicone making. Use a masking tape when applying the sealant, in order not to smear the outside of the pole, and the surrounding pavement with the sealant material. The sealant shall be smoothed out around the base of the pole, and any excess material removed before it is set to cure as required by the sealant manufacturer.

The sealant shall be smoothed out around the base of the pole, and any excess material removed before it is set to cure as required by the sealant manufacturer.

3.8 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.

b. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.

c. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.

d. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.

e. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.

f. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.

g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

h. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked.

i. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.

j. 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.

3.9 Wiring

Wiring shall be in accordance with Section 34-13 of the Standard Specifications, except for the following:

a. After taping, all splices shall be painted with an approved electrical coating that will resist oil, acids, alkalies, and adverse environmental conditions.

b. Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.

APPENDIX A

City of SACRAMENTO

LABOR COMPLIANCE REQUIREMENTS

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

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

Electronic submittal will be through a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system, currently LCPTracker.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software. If the 'comma delimited file' option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPtracker, meeting the required deadlines for those documents.

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

CITY OF SACRAMENTO

City of
SACRAMENTO

LABORCOMPLIANCE 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

Kirsten Wise, Labor Compliance Analyst
Department of General Services
kwise@cityofsacramento.org
916-808-4011

Brenda Kee, Contracts and Labor
Compliance -Department of Public Works
bkee@cityofsacramento.org
916-808-1923

Jose Ledesma, Contracts and Labor
Compliance-Department of Public Works
jledesma@cityofsacramento.org
916-808-8195

Renee Graves, Contracts and Labor
Compliance- Department of Utilities
rgraves@cityofsacramento.org
916-808-1465

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.

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

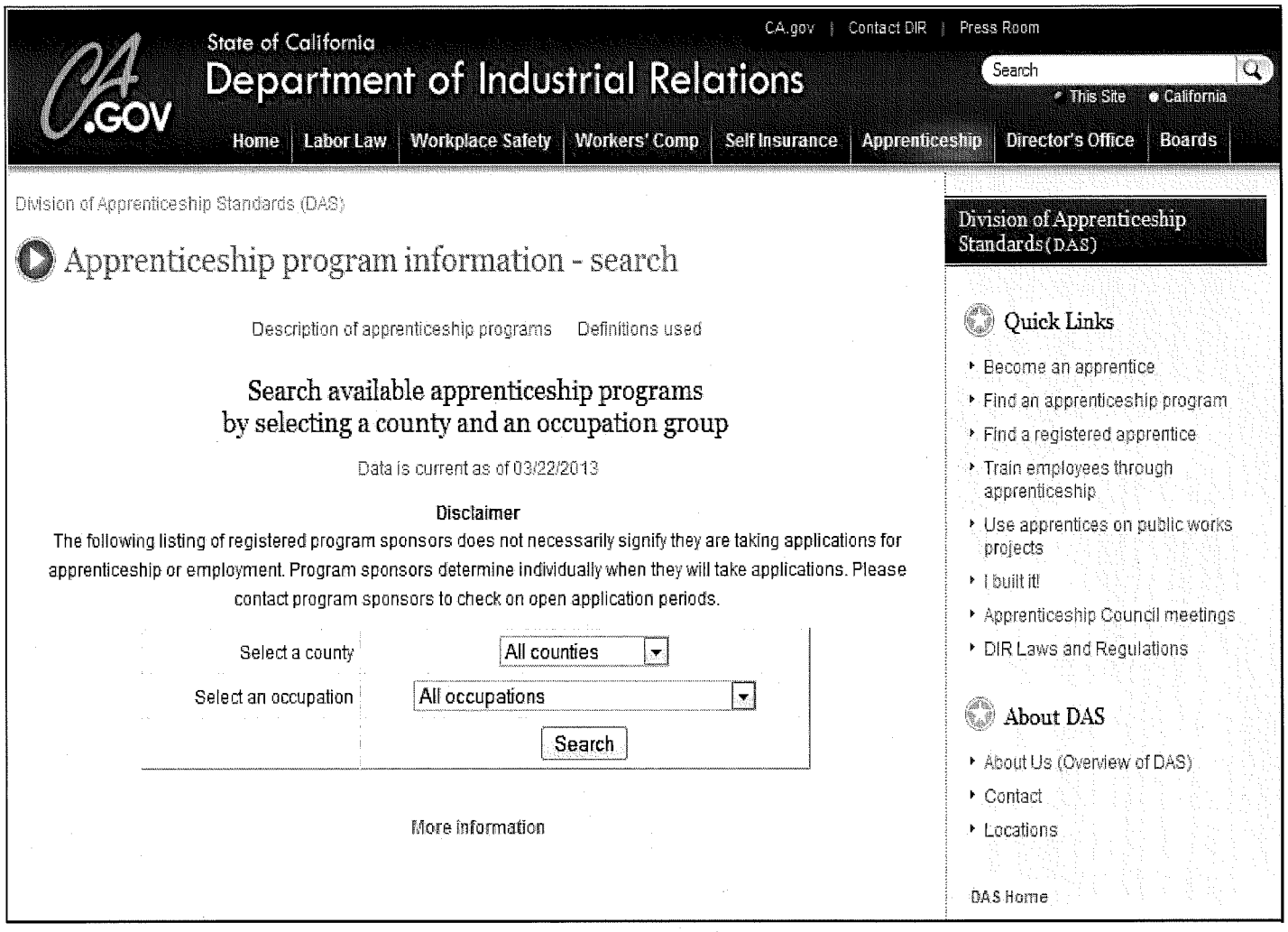
The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp

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 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

Quick Links

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

About DAS

About Us (Overview of DAS)
Contact
Locations

DAS Home

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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

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	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 11/05)

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
1 ☐ One
2 ☐ Two
3 ☐ Three
4 ☐ Four
5 ☐ Five
6 ☐ Six of More

(Voluntary)

D. Highest Year of Education Completed

1 ☐ 8th Grade or less
2 ☐ 9th Grade
3 ☐ 10th Grade
4 ☐ 11th Grade
5 ☐ 12th Grade (or GED Certificate)
6 ☐ 1 Year of College
7 ☐ 2 Years of College
8 ☐ 3 Years of College
9 ☐ 4 or more Years of College

(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)

City of 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: (MM/DD/YYYY)	Comments:
*** 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 Λ | Down V ARROW keys to select a list item.

	*** County of Work**	*** Classification**	*** Hours** (max: 9,999.99)	*** Rate** (max: $9.99)	**Amount**
*1)	Select a county	Select an occupation		$	$0.00
2)	Select a county	Select an occupation		$	$0.00
3)	Select a county	Select an occupation		$	$0.00
4)	Select a county	Select an occupation		$	$0.00

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**

City of
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.

City of 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.

City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-00974

Title: Contract Award: H Street Bridge Rehabilitation Project (T15135300)

Location: Districts 3 and 6

Recommendation: Pass a Resolution: 1) approving the Plans and Specifications for the H Street Bridge Rehabilitation Project (T15135300); 2) awarding the construction contract to Pacific Infrastructure for an amount not to exceed $622,410 for the H Street Bridge Rehabilitation Project (T15135300); 3) authorizing the City Manager to execute a contract with Pacific Infrastructure in an amount not to exceed $622,410 for the H Street Bridge Rehabilitation Project (T15135300); 4) approving the transfer of $129,287 (Fund 2002) from the I, J, Jiboom Street Viaducts Maintenance (T15115600) to the H Street Bridge Rehabilitation Project (T15135300); 5) approving the transfer of $247,025 (Fund 2007) from the State and Federal Grant Match Project (T15007200) to the H Street Bridge Rehabilitation Project (T15135300); 6) appropriating $416,975 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300); 7) appropriating an additional $247,025 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300) and transferring $247,025 (Fund 2007) from the H Street Bridge Rehabilitation Project (T15135300) to the State and Federal Grant Match Project (T15007200) when the federal funding approval paperwork is received and 8) canceling the I, J, Jiboom Street Viaducts Maintenance Project (T15115600);

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

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (Location Map)

4-Exhibit B (Signed Contract)

City Attorney Review

Approved as to Form
Gerald Hicks
11/16/2015 10:50:27 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 11/4/2015 3:36:48 PM

Description/Analysis

Issue: The H Street Bridge Rehabilitation Project (T15135300) was advertised and bids were received on September 16, 2015. The project consists of maintenance work on the H Street Bridge over the American River. Pacific Infrastructure is the lowest responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

The I, J, Jibboom Street Maintenance project is being cancelled due to the required maintenance work having been already completed in a previous project.

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

Economic Impacts: This project is expected to create 2.49 total jobs (1.43 direct jobs and 1.06 jobs through indirect and induced activities) and create $384,297.72 in total economic output ($242,225.79 of direct output and another $142,071.93 of output through and induced activities).

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

Environmental Considerations:

California Environmental Quality Act (CEQA/NEPA): The proposed action has been reviewed and determination made that the project is exempt from the provisions of CEQA under Categorical Exemption – State Class 1 and Section Number 15301, which includes the "repair, maintenance or minor alteration of existing public or private structures, facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." Examples cited in Section 15301 of the Public Resources Code include rehabilitation of deteriorated or damaged structures and facilities.

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

Commission/Committee Action: None

Rationale for Recommendation: The project was advertised and three bids were received on September 16, 2015. The bids are summarized below:

Contractor	Bid Amount	DBE Goal (7%)
Pacific Infrastructure	$622,410.00	7.3%
Myers & Sons	$847,525.00	0.1%
Viking Construction	$868,870.00	7.2%

The Engineer's estimate was $614,055.

It is recommended that the contract be awarded to the lowest responsive and responsible bidder, Pacific Infrastructure.

Financial Considerations: The total estimated project cost for the H Street Bridge Rehabilitation Project (T15135300) is $900,905. To date, $33,623 has been expended, and staff anticipates an additional $867,282 will be needed to complete the project. As of October 16, 2015, the unobligated balance is $73,995.

Approval of the following appropriations and transfers will bring the program's unobligated balance to $867,282, which is sufficient to execute the contract with Pacific Infrastructure in the amount of $622,410 for the H Street Bridge Rehabilitation Project and cover remaining project costs. The City has received approval to obligate $416,975 (Fund 3703) in federal funds to be appropriated to the project. After contract award, the City can request to obligate an additional $247,025 (Fund 3703) in federal funds for the project. Until the federal paperwork is authorized, $247,025 (Fund 2007) will be temporarily borrowed from the State and Federal Grant Match Project (T15007200) to allow sufficient funds to fully guarantee the contract until the federal funds are obligated in two to three months. After that time, the $247,025 (Fund 2007) funding will be returned to the State and Federal Grant Match Project (T15007200).

The remaining $129,287 (Fund 2002) in required local matching funds will be transferred from the I/J/Jibboom Streets Viaduct Maintenance Project (T15115600) since this work was completed as part of another project.

As of October 20, 2015, the State and Federal Grant Match Project (T15007200) has a total budget and unobligated balance of $4,777,266, which is sufficient to complete the transfer of $247,025 (Fund 2007) to the H Street Bridge Rehabilitation Project (T15135300).

As of October 20, 2015, the I, J, Jibboom Street Viaducts Maintenance Project (T15115600) has a total budget of $130,000 and an unobligated balance of $129,287,

which is sufficient to complete the transfer of $129,287 (Fund 2002) to the H Street Bridge Rehabilitation Project (T15135300).

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

Disadvantaged Business Enterprise (DBE): This is a federally funded project, thus the City's LBE program is held in abeyance. The City's DBE goal for this project was 7%. Pacific Infrastructure achieved a 7.3% DBE participation goal, thereby meeting the goal.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING PLANS AND SPECIFICATIONS, TRANSFER OF FUNDS, APPROPRIATING BRIDGE PREVENTATIVE MAINTENANCE PROGRAM FUNDS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE H STREET BRIDGE REHABILITATION PROJECT

BACKGROUND

A. The H Street Bridge Rehabilitation Project (T15135300) will provide preventative maintenance to extend the useful life of the bridge.

B. The project was advertised and three bids were received on September 16, 2015. Pacific Infrastructure is the lowest responsive and responsible bidder.

C. Construction is expected to begin in December 2015 and be completed in March 2016.

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

Section 1. The Plans and Specifications for the H Street Bridge Rehabilitation Project (T15135300) are approved.

Section 2. The contract for the H Street Bridge Rehabilitation Project (T15135300) is awarded to Pacific Infrastructure for an amount not to exceed $622,410.

Section 3. The City Manager is authorized to execute a contract with Pacific Infrastructure in an amount not to exceed $622,410 for the H Street Bridge Rehabilitation Project (T15135300).

Section 4. The FY15/16 Capital Improvement Program is amended by transferring $129,287 (Fund 2002) from the I, J, Jibboom Street Viaducts Maintenance Project (T15115600) to the H Street Bridge Rehabilitation Project (T15135300).

Section 5. The FY15/16 Capital Improvement Program is amended by transferring $247,025 (Fund 2007) from the State and Federal Grant Match Project (T15007200) to the H Street Bridge Rehabilitation Project (T15135300).

Section 6. The FY15/16 Capital Improvement Program is amended by appropriating $416,975 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300)

Section 7. Upon receipt of the federal funding approval paperwork, the City Manager is authorized to appropriate an additional $247,025 (Fund 3703) to the H Street Bridge Rehabilitation Project (T15135300) and transfer $247,025 (Fund 2007) from the H Street Bridge Rehabilitation Project (T15135300) back to the State and Federal Grant Match Project (T15007200).

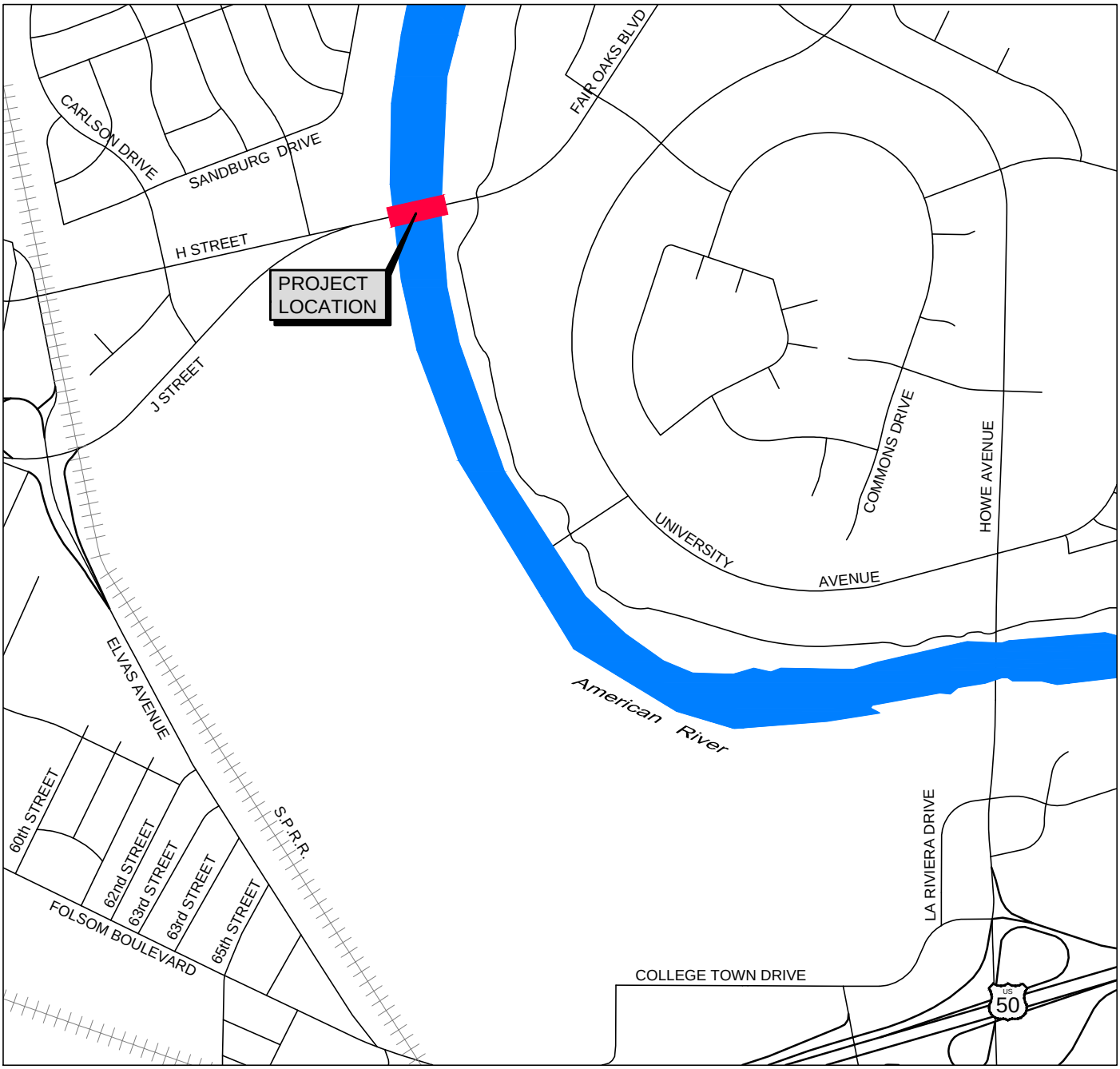
Section 8. The I, J, Jiboom Street Viaducts Maintenance Project (T15115600) is cancelled.

Section 9. Exhibit A is hereby incorporated as part of this Resolution.

EXHIBIT A

Location Map For:

H STREET BRIDGE REHABILITATION PROJECT (PN: T15135300)



City of SACRAMENTO
Department of Public Works

Date: October 19, 2015

SPECIAL PROVISIONS

NOTICE TO BIDDERS

PROPOSAL AND CONTRACT

FOR

H STREET BRIDGE REHABILITATION PROJECT

IN

CITY OF SACRAMENTO

FEDERAL AID PROJECT NO: BRLS-5002(144)

CITY PROJECT NO: (PN: T15135300)

For use with City of Sacramento Standard Specifications for Public Construction Dated June, 2007, Davis Bacon Wage Rates Dated July 17, 2015 or State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.

For Pre-Bid Information Call:
Josh Werner, Project Manager
TEL: (916) 808-8158
FAX: (916) 808-7904
jwerner@cityofsacramento.org

Pre-Bid Meeting: August 6, 2015, 10:00AM
New City Hall, Room 2105
915 I Street Sacramento CA 95814

Bids to be received before
2:00 P.M., Wednesday, August 26, 2015
1st Floor, Historic City Hall
915 I Street, Sacramento, CA 95814

Engineer's Construction Estimate: **$410,000**

Construction Time: **60** Working Days

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1004305

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 9/28/2015 2:15:45 PM

Business Information

PACIFIC INFRASTRUCTURE CONSTRUCTION LLC
871COTTING COURT STE A
VACAVILLE, CA 95688-9354
Business Phone Number:(707) 449-3604

Entity Ltd Liability
Issue Date 06/09/2015
Expire Date **06/30/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 929612883
Bond Amount: $12,500
Effective Date: 05/27/2015

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with WESTERN SURETY COMPANY.
Bond Number: 929612884
Bond Amount: $100,000
Effective Date: 05/27/2015

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) ZOELLNER JAY PATRICK 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: 06/09/2015

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS INDEMNITY COMPANY OF CONNECTICUT
Policy Number:DTJUB0G76390
Effective Date: 06/08/2015
Expire Date: 06/08/2016

Liability Insurance Information

This license has liability insurance with TRAVELERS INDEMNITY COMPANY OF CONNECTICUT
Policy Number: DT22CO0G763900TCT
Amount: $2,000,000
Effective Date: 06/08/2015
Expiration Date: 06/08/2016

Public Works

DLSE Debarments

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

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

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

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

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

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

RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306 Decision	**12/15/14 through 12/14/16**
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516 Decision	**11/3/14 through 11/2/17**
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575 Decision	**11/3/14 through 11/2/15**
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 Decision	**11/3/14 thorough 11/2/17**
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802 Decision	**8/1/14 through 7/31/17**
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967 Decision	**2/28/14 through 2/27/17**
Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired) Decision	**10/14/14 through 10/13/17**
National Drywall Corporation, **A Dissolved California Corporation** 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 **Miguel Contreras, an Individual and** **Responsible Managing Officer/CEO/President** **Dora Maria Contreras, an Individual and** **Agent/Officer of the Corporation** Decision	**8/4/14 through 8/3/17**
Tadros & Youssef Construction, Inc. **Kamel Shaker Tadros & Makram Youssef Youssef, Individually** 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired) Decision	**5/10/14 through 5/9/17**

Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision	**5/1/14 through 4/30/17**
Don Kelly Construction , Inc. **Don Kelly, Individual and Lisa Kelly, Individual** 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision	**3/25/14 through 3/24/17**
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision	**2/28/14 through 2/27/17**
Russell/Thompson, Inc. **James Jean Russell & Valery Alena Thompson, Individually** 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked) Decision	**10/31/13 through 10/31/16**
Ayodejia A. Ogundare, Individual **Dba Pacific Engineering Company** 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision	**5/15/2013 through 5/15/2014**
Wallcrete Industries, Inc.; Garit David **Wallace and Amber Anderson, Individuals** 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision	**7/29/12 through 7/28/15**
FEI Enterprises, Inc **Gabriel Fedida, Individual** 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision	**6/14/12 through 6/13/15**
Jeffrey Alan Mott and Michelle Mott, individuals **Dda Integrity Landscape** 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision	**3/29/12 through 3/28/15**
Jensen Drywall & Stucco **Jeffrey E. Jensen** 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision	**3/31/11 through 3/30/13**
All West Construction, Inc. **Donald Kent Russell** 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision	**3/31/11 through 3/30/13**
Country Builders, Inc. **Weldon Offill, individually** 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision Addendum	**3/1/11 through 2/28/14**
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) **David Alvin Trexler, an individual** 909 A. George Washington Yuba City, CA 95993 **Kenneth A. Trexler, an individual** 2603 Lago Lane Marysville, CA 95901 Decision	**7/1/10 through 6/30/13** **7/1/10 through 6/30/13** **7/1/10 through 6/30/13**

Soo Dong Kim, an individual, **dba Soo Kim Electric Company** 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) **Hyo Nam Jung, an individual,** **dba Lucid Electric** 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	**4/19/10 through 4/18/13** **4/19/10 through 4/18/13**
Southwest Grading, **dba Southwest Grading Services, Inc.,** 22031 Waite Street Wildomar, CA 92595 **David Walter Cholewinski, an individual** 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision	**3/18/10 through 3/17/13**
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 **Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual** 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision	**10/15/09 through 10/14/12**
Cedar Development Corporation **Serghon Gabriel Afram, individually** 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision	**8/5/09 through 8/4/12**
All Floors Commercial and Residential Flooring, Inc. **Salvador Elias Perea, individually** 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision	**5/14/09 through 5/13/12**
1-AMD Construction, Inc. **Alberto Mordoki, individually** **Mirella Mordoki, individually** 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision	**3/16/09 through 3/15/12**

May 2015

File a Claim
Wage claims
Bureau of Field Enforcement
Public works complaints
Claims for retaliation or discrimination

More Services
Public records requests
Translations
Verify a license or registration
Find a wage order
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Haga un pago por linea

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Frequently asked questions
Archives
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Legislative reports

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EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Sacramento LOCATION: Sacramento, CA

PROJECT DESCRIPTION: H Street Bridge Rehabilitation Project

TOTAL CONTRACT AMOUNT: $ 622,410

BID DATE: 9/16/2015

BIDDER'S NAME: Pacific Infrastructure

CONTRACT DBE GOAL: 7%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
17, 18, 19, 33	Remove MBGR, Install MBGR, Handrail, Tub Railing	CT 04717 Ex. 7/1/16	Frank Medina General Engineering Oroville CA 530 743 0744	23,700 cc
7, 7, 15, 30, 31	Trucking	CT 1207321 Ex. 2016	WEST COAST WATER & TRUCKING EL DORADO HILLS CA 916 358 8697	9,360 cc
Cont.	See Attached			

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed DBE Participation $_____ _____%

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Jose R. Lopez — Signature — 10-27-

Print Name — Signature — Date

Local Agency Representative

(Area Code) Telephone Number: 916-600-7064

Signature of Bidder

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
26,23,27 28,29 30, 31	Furnish Joint SEALS, FASTSET Concrete	CT-032785 Ex 2016	RUPERT CONSTRUCTION SUPPLY EL DORADO HILLS CA 925 229 5577	9,160 cc
3,22	Prepare LEAN & Public Safety Plans	CT 38334	APPIAN UNIFORM SUPP EL SOBRANTE CA 510 654 9402	3,000 cc

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed DBE Participation: $ 45,220 cc

7.26 %

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name Local Agency Representative _____ Signature _____ Date _____

(Area Code) Telephone Number: _____

Signature of Bidder

9/18/2015 7074493604

Date (Area Code) Tel. No.

Jay Zellner

Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

Rupert
Construction Supply

UDBE Certified, #CT-032785
CA SBE Certified, #28807

Quotation

TO: Estimator **Fax:** **Bid Date: 9-16-15**
Attn.: **Ph:**
JOB: City of Sac. Date: 9-16-15
JOB #: H St. Br. Rehab.

Quantity	Details	Unit	Total
56 ea.	Quikrete Fastset DOT mix, 55# bag	$21.00	$1,176.00
150 lf.	Wabo SafetyFlex SFP-600 sidewalk cover	$0.00	$0.00
84 ea.	Type A joint seal: Wabo Silicone Sealant, 50.72 oz cart., 12/case	$59.75	$5,019.00
135 lf.	Type B joint seal, WA500	$45.50	$6,142.50
20 ea.	mixing tips for type A sealant	$12.00	$240.00
2 gal.	Lubricating Adhesive	$95.00	$190.00
240 ea.	5/8" Formply - MDO	~~$46.00~~	~~$11,040.00~~
1 ea.	Estimated Frt. Charge	$2,500.00	$2,500.00

60% Material Supplier TOTAL 15,267 x .60 = 9,160 OK

Material price subject to market conditions.

Items included in quoted price: limited to items listed
Exclusions: Sales tax, engineering, 3rd party inspections, liquidated damages, retention, field service.
Rupert Construction Supply will supply materials as required in contract plans and specifications.
Rupert Construction Supply is not responsible for design, engineering or installation.
Liability: Limited to the cost of our product, we will not be responsible for additional charges.
Due to the instability in the raw materials markets, our quotation is subject to change without notice.
Pricing should be varified before placing a purchase order.
If this project is subject to compensation due to escalation of raw materials pricing, Rupert Construction Supply reserves the right to make claim at time of shipment.
Contractor to varify field dimensions.
Actual quantities are the responsibility of the contractor.

Total: $26,307.50
Sales Tax Not Included

Delivery:
F.O.B.: ship point
Terms: Net 30 days
Valid for: 30 days

3941 Park Dr., Ste. 20-487, El Dorado Hills, CA 95762 - Yard: 12405 Gold Flake Ct., Rancho Cordova, CA **925-229-5577 ph.**

karen@rupertsupply.com

Sincerely, Karen Wonnenberg

FRANK MEDINA GENERAL ENGINEERING
10096 AHART ROAD
OROVILLE, CA 95966
OFFICE - 530-743-0744; FAX - 530-743-9352

PROPOSAL

State Lic # 644373 Class A C13 C31 roxanne.medina@att.net

Certified DBE: CT014717 7/1/16 expires
Certified SBE: 8270
Certified ESBE: FRM5425230P

Laborers Local 185
Operators Local 3
Air Quality Compliant
Public Work Registration
#1000005534

FAXED ON 08/26/15
Bid Date: 08/26/15

PROJECT: CITY OF SACRAMENTO
H STREET BRIDGE REHABILITATION

Addendums: 2 Freight Included: Yes Sales Tax Included: Yes
Quote Valid: 30 Days Permits: No Construction Staking: No USA: No
Traffic Control: 1 DAY Back Charges: No Retention Withheld: No Bond Premium: 2 1/2 %
Prevail Wage: YES Union: YES HazMat/Lead Compliance: NO

IF YOU WANT TO BREAKUP PACKAGE EMAIL ROXANNE

IF QUOTE IS USED, NOTIFY WITHIN 24 HOURS

Item No.	Item	Item Price	Unit	Qty	Total
17	REMOVE METAL BM GRD RAIL	LS	LS	QLS	$2,500.00
18	METAL BM GRD RAIL TERM SYS MOD	4500.00	EA	2	$9,000.00
	1 TRAFFIC CONTROL				
19	HANDRAILING	225.00	LF	32	$7,200.00
33	REC TUBULAR HANDRAILING	250.00	LF	20	$5,000.00
			TOTAL		$23,700.00

***Quote is based on all Items. If you would like to break up packages please email for approval.

***Excluding any painting or Electrical work on any items.

*** Quote INCLUDES 1 mobilization. Additional mobilizations to be charged at $1000.00 ea.

***Quote is based on Regualr shift hours M-F. Weekends, Holidays, and Night Work subject to wage

***Stand By Time: $250 per Hour Excluding Weekend or Holiday Hours

***Shop Drawings: Contractor to supply drawings where applicable. General to verify and return same: approved, signed, and dated. Material fabrication will not be initiated prior to the receipt of the approved and signed shop drawings.

***Backcharges: General acknowledges that Contractor will not accept any backcharges unless prior mutual agreement is made in writing. Contractor reserves the right to repair and or replace any defective material at their discretion without liability from any circumstance.

APPIAN UDBE SWPPP

Storm Water Pollution Prevention Plans
Water Pollution Control Programs
Lead Compliance Plans

Certified DBE, WBE, MBE & SBE:
BART - No. 38334
DIR # 1000005242

Business License Number 024765

5780 Olinda Road
El Sobrante, CA 94803

Phone: (510) 854-9402
Fax: (510) 256-0103

Tuesday, August 25, 2015

ATTN: Estimator

RE: Contract : **City of Sacramento – City Project No. T15135300**

H Street Bridge Rehabilitation Project.

Bid Date: **August 26, 2015**

Please find below the APPIAN SWPPP quote for the referenced project. Price includes three draft copies of the plan, additional copies of the approved plan if required by the Special Provisions, amendments and corrections. Plan preparation is in compliance with State, Regional and Local Storm Water Discharge Regulations and as required by the Special Provisions.

Item #	Item Code	Items bid individually	Bid Price
1	130200	Prepare Water Pollution Control Program (WPCP)	$625.00
-	070030	Lead Compliance Plan*	$1,500.00
-	150100	Public Safety Plan*	$1,500.00

* Plan preparation only. Awareness Training, Monitoring or Sampling & Analysis not included.

TOTAL USED 3000

Good luck,

Thomas Koprek
Estimator
(510) 854-9402

West Coast Water & Trucking, Inc.

3941 Park Dr. Suite #20-231
El Dorado Hills, CA 95762
Office: (916) 358-8697
Fax: (916) 358-8699
californiawcw@aol.com

Small Business Enterprise (SBE)
State of California Certification #1207321

Public Works Registration #1000012401

Underutilized Disadvantaged
Business Enterprise (UDBE/DBE)
Women Business Enterprise (WBE)
State of California Firm #37869

Date: August 26, 2015

Attention: Gabe
Company: Pacific Infrastructure
Fax #: 707-449-3641

Project: H Street Bridge Rehabilitation Project
Location: City of Sacramento
Contract #B16151131003
Bid Date: 08/26/2015

Bid Items Hrs WATER FOR SAW CUTTING
4 10
7 4
15 10
30 60
31 20
104 × 90 = 9,360
64 hrs?

Rate Sheet

Hourly Operation For Off-Haul:

Truck Type	Regular	Saturday	Sunday
Ten-Wheelers	$85.00	$90.00	$95.00
Semi Ends	$90.00	$95.00	$100.00
Semi Bottoms	$90.00	$95.00	$100.00
Transfers	$90.00	$95.00	$100.00
Flat Beds	$95.00	$100.00	$105.00
Possum Belly/Walking Floor	$110.00	$115.00	$120.00
3-Axle 4,000 gal Water Truck	$85.00	$90.00	$95.00

Please contact us for information on UDBE/DBE/WBE/SBE participation and how it applies to this project

Please contact us for information on dump site availability

Our company is in compliance with the California Air Resources Board Truck and Bus Regulation.

West Coast Water & Trucking, Inc.

Fuel Surcharge Assessment:

A fuel surcharge is assessed when fuel prices reach $3.50 per gallon as reported by the U.S. Energy Information Administration. The fuel surcharge is 1% for every $0.10 increase in fuel prices, or portion thereof.
The breakdown is as follows:

Diesel price $/gallon	% increase to hourly/tonnage/load rate
$3.50 - $3.599	1%
$3.60 - $3.699	2%
$3.70 - $3.799	3%
$3.80 - $3.899	4%
$3.90 - $3.999	5%
$4.00 - $4.099	6%
$4.10 - $4.199	7%
$4.20 - $4.299	8%
$4.30 - $4.399	9%
$4.40 - $4.499	10%
$4.50 - $4.599	11%
$4.60 - $4.699	12%
$4.70 - $4.799	13%
$4.80 - $4.899	14%
$4.90 - $4.999	15%

*$5.00 and above add an additional 1% for each $0.10 increase in price per gallon.

Fuel prices are checked weekly and any increase is based on the weekly retail on-highway diesel prices found at: www.eia.doe.gov/oog/info/wohdp/diesel.asp.

All fuel surcharges will be billed separately. After the assessment of the fuel prices at the end of the week, if a surcharge is applicable, a bill for the surcharge would be generated based on the hours worked, tons or loads hauled within that week.

A signed work/purchase order constitutes acceptance of these terms.

Thank you.
Jennifer Gemignani

Accepted by (Signature) _____ Title and Company Name _____ Date _____

Rev 08/10/2015

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. BRL 5-5002(144) Bid Opening Date 9/16/2015

The _____(City/County of)_____ established a Disadvantaged Business Enterprise (DBE) goal of 7 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
Met Goal	

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Met Goal		

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
Met Goal				

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

// //

Names, addresses and phone numbers of firms selected for the work above:

// //

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

// //

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #1

August 7, 2015

To all Potential Proposers:

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 submitted; or
(b) By separate letter or email which includes a reference to the bid request and addendum number.

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

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER (T15135300)

Addendum #1

Item 1. Remove Item 1: Water Pollution Control from specifications and Bid Proposal. A new bid proposal dated 8/6/15 is included with this addendum.

Item 2. Insert Specification:

EROSION AND SEDIMENT CONTROL
Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

Item 3. The sign in sheet from the pre-bid meeting is included.

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:

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	TRAFFIC CONTROL SYSTEM	1	LS	$	$
2.	REMOVE TRAFFIC STRIPE	2,930	LF	$	$
3.	REMOVE YELLOW PAINTED TRAFFIC STRIPE	1,080	EA	$	$
4.	COLD PLANE ASPHALT CONCRETE	38	CY	$	$
5.	TRAFFIC STRIPE	1,080	EA	$	$
6.	SALVAGE EXISTING STREETLIGHT ASSEMBLIES	4,550	LF	$	$
7.	AGGREGATE BASE CLASS 2	16	CY	$	$
8.	CURB & GUTTER TYPE 1 (MOD)	26	LF	$	$
9.	MEDIAN CURB TYPE 14	26	LF	$	$
10.	MEDIAN CURB TYPE 14 (MOD)	26	LF	$	$
11.	CURB TYPE 3	14	LF	$	$
12.	TRUNCATED DOME MATS	1	EA	$	$
13.	PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)	31	CY	$	$
14.	CONCRETE PAVEMENT TRANSITION PANEL	19	CY	$	$
15.	PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)	65	TON	$	$

16.	PLACE HOT MIX ASPHALT DIKE (TYPE A)	17	LF	$	$
17.	REMOVE METAL BEAM GUARD RAILING	1	LS	$	$
18.	METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)	2	EA	$	$
19.	HANDRAILING (F)	32	LF	$	$
20.	CLEAN BRIDGE DECK (F)	38,100	SF	$	$
21.	FURNISH BRIDGE DECK TREATMENT MATERIAL	450	GAL	$	$
22.	TREAT BRIDGE DECK (F)	38,100	SF	$	$
23.	REPAIR SPALLED OVERHANG BRACKETS	10	SF	$	$
24.	EPOXY-INJECT CRACK	21	LF	$	$
25.	REPAIR OPEN JOINT	63	CF	$	$
26.	CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL	105	LF	$	$
27.	REMOVE AND REPLACE TYPE A SEAL	135	LF	$	$
28.	REMOVE AND REPLACE TYPE B SEAL (MR = 2")	135	LF	$	$
29.	CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL	756	LF	$	$
30.	STRUCTURE APPROACH TYPE R (30D) (F)	50	CY	$	$
31.	STRUCTURE APPROACH TYPE R (30S) (F)	66	CY	$	$
32.	SIDEWALK JOINT COVER	50	LF	$	$
33.	RECONSTRUCT TUBULAR HANDRAILING (F)	20	LF	$	$
34.	CONCRETE BARRIER TYPE 25 (F)	10	LF	$	$

(F) – denotes final pay quantity

CONTRACTOR NAME: TOTAL $_____

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY (80) 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.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown.

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. _____

Email Address _____

Date _____

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:_____

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:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____Cert #_____ M/WBE_____Cert #_____

City of Sacramento, Department of Public Works

H STREET BRIDGE REHABILITATION PROJECT

OVER THE AMERICAN RIVER

(PN: T15135300)
August 6, 2015

Name	Contractor	Phone #	Email	DBE (Y/N)
Jose P. Ledesma	City of Sacramento - Contracts	916-808-5195	jledesma@cityofsacramento.org	NA
Josh Werner	City of Sacramento - PM	916-808-8158	jwerner@cityofsacramento.org	NA
Nathan Reeve	Valentine Corporation	(415) 755-0286	nreeve @ valentinecorp.com	N

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #2

August 21, 2015

To all Potential Proposers:

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 submitted; or
(b) By separate letter or email which includes a reference to the bid request and addendum number.

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

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER (T15135300)

Addendum #2

Item 1. New Davis Bacon Wages have been issued dated 8/14/15. They are attached.

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #3

August 26, 2015

To all Potential Proposers:

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 submitted; or
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Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER (T15135300)

Addendum #3

Item 1. Postpone bid date by one week. **New bid due date is September 2, 2015**

Item 2. Replace Bid Proposal - Update Bid Quantities

Item 3. Answer Question:

Question: "Sheet L-2, page 4 of 6 of the Plans calls for the 'Contractor to remove and reset Transition Railing, Type WB' at the Westbound Approach. What Bid item is this work to be paid under?"

Answer: Remove and Reset Transition Railing (Type WB) should be included in Bid Item 34 – Concrete Barrier Type 25

Item 4. Modify specification for Bid Item 34 – Concrete Barrier Type 25 to include phrase "This item shall also include the removal and resetting of existing Transition Railing (Type WB)."

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:

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	TRAFFIC CONTROL SYSTEM	1	LS	$	$
2.	REMOVE TRAFFIC STRIPE	2,930	LF	$	$
3.	REMOVE YELLOW PAINTED TRAFFIC STRIPE	1,080	LF	$	$
4.	COLD PLANE ASPHALT CONCRETE	38	CY	$	$
5.	TRAFFIC STRIPE	4,550	LF	$	$
6.	PAVEMENT MARKERS (RETROREFLECTIVE)	770	EA	$	$
7.	AGGREGATE BASE CLASS 2	16	CY	$	$
8.	CURB & GUTTER TYPE 1 (MOD)	26	LF	$	$
9.	MEDIAN CURB TYPE 14	26	LF	$	$
10.	MEDIAN CURB TYPE 14 (MOD)	26	LF	$	$
11.	CURB TYPE 3	14	LF	$	$
12.	TRUNCATED DOME MATS	1	EA	$	$
13.	PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)	31	CY	$	$
14.	CONCRETE PAVEMENT TRANSITION PANEL	42	CY	$	$
15.	PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)	65	TON	$	$

16.	PLACE HOT MIX ASPHALT DIKE (TYPE A)	17	LF	$	$
17.	REMOVE METAL BEAM GUARD RAILING	1	LS	$	$
18.	METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)	2	EA	$	$
19.	HANDRAILING (F)	32	LF	$	$
20.	CLEAN BRIDGE DECK (F)	38,100	SF	$	$
21.	FURNISH BRIDGE DECK TREATMENT MATERIAL	450	GAL	$	$
22.	TREAT BRIDGE DECK (F)	38,100	SF	$	$
23.	REPAIR SPALLED OVERHANG BRACKETS	10	SF	$	$
24.	EPOXY-INJECT CRACK	21	LF	$	$
25.	REPAIR OPEN JOINT	63	CF	$	$
26.	CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL	105	LF	$	$
27.	REMOVE AND REPLACE TYPE A SEAL	135	LF	$	$
28.	REMOVE AND REPLACE TYPE B SEAL (MR = 2")	135	LF	$	$
29.	CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL	756	LF	$	$
30.	STRUCTURE APPROACH TYPE R (30D) (F)	50	CY	$	$
31.	STRUCTURE APPROACH TYPE R (30S) (F)	66	CY	$	$
32.	SIDEWALK JOINT COVER	50	LF	$	$
33.	RECONSTRUCT TUBULAR HANDRAILING (F)	20	LF	$	$
34.	CONCRETE BARRIER TYPE 25 (F)	10	LF	$	$

(F) – denotes final pay quantity

CONTRACTOR NAME: TOTAL $_____

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY (80) 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.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown.

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. _____

Email Address _____

Date _____

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:_____

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:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____Cert #_____ M/WBE_____Cert #_____

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #4

August 28, 2015

To all Potential Proposers:

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 submitted; or
(b) By separate letter or email which includes a reference to the bid request and addendum number.

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

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #4

Item 1. A New bid due date of <u>September 16, 2015</u> has been issued.

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

Addendum #5

September 11, 2015

To all Potential Proposers:

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 submitted; or
(b) By separate letter or email which includes a reference to the bid request and addendum number.

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

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

City of
SACRAMENTO
Department of Public Works

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER (T15135300)

Addendum #5

Item 1. Revise Engineering Estimate: New estimate is $614,055

Item 2. Davis Bacon Wages issued dated 8/28/15.

General Decision Number: CA150009 08/28/2015 CA9

Superseded General Decision Number: CA20140009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015
4	02/13/2015
5	02/20/2015
6	03/27/2015
7	04/17/2015
8	05/01/2015
9	06/05/2015
10	06/19/2015
11	07/10/2015
12	07/17/2015
13	07/31/2015
14	08/14/2015
15	08/28/2015

ASBE0016-001 01/01/2014

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 57.15	18.72
Area 2	$ 44.05	18.62

ASBE0016-007 01/01/2015

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 28.30	7.75
AREA 2	$ 32.38	7.75

BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 42.06	33.43
(2) Remaining Counties	$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER	$ 28.05	14.01

BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

```
                                  Rates          Fringes

BRICKLAYER
     AREA 1.....................$ 36.48            19.59
     AREA 2.....................$ 39.96            23.79

SPECIALTY PAY:
  (A)  Underground work such as tunnel work, sewer work,
  manholes, catch basins, sewer pipes and telephone conduit
  shall be paid  $1.25 per hour above the regular rate.  Work
  in direct contact with raw sewage shall receive $1.25 per
  hour in addition to the above.
  (B)  Operating a saw or grinder shall receive $1.25 per hour
  above the regular rate.
  (C)  Gunite nozzle person shall receive $1.25 per hour above
  the regular rate.

----------------------------------------------------------------
 BRCA0003-008 07/01/2013

                                  Rates          Fringes

TERRAZZO FINISHER................$ 33.15            13.93
TERRAZZO WORKER/SETTER...........$ 39.95            24.39
----------------------------------------------------------------
 BRCA0003-010 04/01/2014

                                  Rates          Fringes

TILE FINISHER
     Area 1.....................$ 22.58            10.04
     Area 2.....................$ 22.58            12.50
     Area 3.....................$ 22.76            12.37
     Area 4.....................$ 22.26            11.85
Tile Layer
     Area 1.....................$ 38.13            11.98
     Area 2.....................$ 36.43            13.74
     Area 3.....................$ 40.59            13.79
     Area 4.....................$ 37.46            13.74

  AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
  Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter,
  Tehema, Yolo, Yuba
  AREA 2: Alpine, Amador
  AREA 3: Marin, Napa, Solano, Siskiyou
  AREA 4: Sonoma

----------------------------------------------------------------
 BRCA0003-014 08/01/2013

                                  Rates          Fringes

MARBLE MASON.....................$ 39.30            22.48
----------------------------------------------------------------
 CARP0034-001 07/01/2014

                                  Rates          Fringes

Diver
     Assistant Tender, ROV
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Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73
Diver Tender	$ 43.56	30.73
Diver wet	$ 89.12	30.73
Manifold Operator (mixed gas)	$ 48.56	30.73
Manifold Operator (Standby)	$ 43.56	30.73

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

CARP0035-001 08/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 40.35	27.97
Area 3	$ 34.97	27.97

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     Area 4.....................$ 33.62            27.97
Drywall Stocker/Scrapper
     Area 1.....................$ 20.18            16.30
     Area 3.....................$ 17.49            16.30
     Area 4.....................$ 16.81            16.30
-----------------------------------------------------------------
 CARP0035-009 07/01/2014

Marin County

                                  Rates          Fringes

CARPENTER
     Bridge Builder/Highway
     Carpenter..................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer......................$ 40.50            27.53
     Journeyman Carpenter.......$ 40.35            27.53
     Millwright.................$ 40.45            29.12
-----------------------------------------------------------------
 CARP0035-010 07/01/2014

AREA 1: Marin, Napa, Solano & Sonoma  Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba counties


                                  Rates          Fringes

Modular Furniture Installer
     Area 1
      Installer I...............$ 23.36            18.31
      Installer II..............$ 19.93            18.31
      Lead Installer............$ 26.81            18.81
      Master Installer..........$ 31.03            18.81
     Area 2
      Installer I...............$ 20.71            18.31
      Installer II..............$ 17.76            18.31
      Lead Installer............$ 23.68            18.81
      Master Installer..........$ 27.31            18.81
     Area 3
      Installer I...............$ 19.76            18.31
      Installer II..............$ 16.99            18.31
      Lead Installer............$ 22.56            18.81
      Master Installer..........$ 29.58            18.81
-----------------------------------------------------------------
 CARP0046-001 07/01/2014

El Dorado (West), Placer (West), Sacramento and Yolo Counties

                                  Rates          Fringes

Carpenters
     Bridge Builder/Highway
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     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 34.62            27.53
     Journeyman Carpenter........$ 34.47            27.53
     Millwright..................$ 36.97            29.12

  Footnote: Placer County (West) includes territory West of and
  including Highway 49 and El Dorado County (West) includes
  territory West of and including Highway 49 and territory
  inside the city limits of Placerville.

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 CARP0046-002 07/01/2014

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties


                                  Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 33.27            27.53
     Journeyman Carpenter........$ 33.12            27.53
     Millwright..................$ 35.62            29.12
----------------------------------------------------------------
 CARP0152-003 07/01/2014

Amador County

                                  Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 33.27            27.53
     Journeyman Carpenter........$ 33.12            27.53
     Millwright..................$ 35.62            29.12
----------------------------------------------------------------
 CARP0180-001 07/01/2014

Solano County

                                  Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
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     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 40.50            27.53
     Journeyman Carpenter........$ 40.35            27.53
     Millwright..................$ 40.45            29.12
-----------------------------------------------------------------
 CARP0751-001 07/01/2014

Napa and Sonoma Counties

                                 Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 40.50            27.53
     Journeyman Carpenter........$ 40.35            27.53
     Millwright..................$ 40.45            29.12
-----------------------------------------------------------------
 CARP1599-001 07/01/2014

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties


                                 Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 40.35            27.53
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 33.27            27.53
     Journeyman Carpenter........$ 33.12            27.53
     Millwright..................$ 35.62            29.12
-----------------------------------------------------------------
 ELEC0180-001 06/01/2015

NAPA AND SOLANO COUNTIES

                                 Rates          Fringes

CABLE SPLICER...................$ 50.97         3%+20.13
ELECTRICIAN.....................$ 45.31            21.98
-----------------------------------------------------------------
 ELEC0180-003 06/01/2015

NAPA AND SOLANO COUNTIES

                                 Rates          Fringes

Sound & Communications
     Installer...................$ 33.32            16.29
     Technician..................$ 35.66         3%+15.30
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SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 12/08/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 27.85	13.80
Sound & Communications Technician	$ 33.42	13.80

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video

entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	$ 39.06	18.54
Sierra Army Depot, Herlong..	$ 48.83	18.54
Tunnel work.....	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 11/01/2014

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes

ELECTRICIAN.....$ 37.50 15.14

ELEC0551-004 06/01/2015

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 47.20	16.97

ELEC0551-005 12/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	$ 32.32	16.27
Technician.....	$ 36.80	16.41

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2015

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 30.44	15.71

ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	$ 45.62	4%+13.30
(3) Tree Trimmer.....	$ 32.07	4%+9.80
(4) Line Equipment Man.....	$ 45.62	4%+9.80
(5) Powdermen,		

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     Jackhammermen...............$ 34.22          4%+9.80
     (6) Groundman...............$ 31.31          4%+9.80
-----------------------------------------------------------------
 ELEC1245-004 06/01/2015

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

                                  Rates          Fringes

LINE CONSTRUCTION
     (1) Lineman; Cable splicer..$ 52.85            15.53
     (2) Equipment specialist
     (operates crawler
     tractors, commercial motor
     vehicles, backhoes,
     trenchers, cranes (50 tons
     and below), overhead &
     underground distribution
     line   equipment)...........$ 42.21            14.32
     (3) Groundman...............$ 32.28            14.03
     (4) Powderman...............$ 47.19            14.06

  HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
  Independence Day, Labor Day, Veterans Day, Thanksgiving Day
  and day after Thanksgiving, Christmas Day

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 ELEV0008-001 01/01/2015

                                  Rates          Fringes

ELEVATOR MECHANIC...............$ 60.39            28.38

FOOTNOTE:
  PAID VACATION:  Employer contributes 8% of regular hourly
  rate as vacation pay credit for employees with more than 5
  years of service, and 6% for 6 months to 5 years of service.
  PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
  Labor Day, Veterans Day, Thanksgiving Day, Friday after
  Thanksgiving, and Christmas Day.

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 ENGI0003-008 07/01/2013

                                  Rates          Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)
     AREA 1:
      (1) Leverman...............$ 40.53            27.81
      (2) Dredge Dozer; Heavy
      duty repairman.............$ 35.57            27.81
      (3) Booster Pump
      Operator; Deck
      Engineer; Deck mate;
      Dredge Tender; Winch
      Operator...................$ 34.45            27.81
      (4) Bargeman; Deckhand;
      Fireman; Leveehand; Oiler..$ 31.15            27.81
     AREA 2:
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(1) Leverman.....$ 42.53 27.81
(2) Dredge Dozer; Heavy
duty repairman.....$ 37.57 27.81
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 36.45 27.81
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 33.15 27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		

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     GROUP 1.....................$ 39.85            27.44
     GROUP 2.....................$ 38.32            27.44
     GROUP 3.....................$ 36.84            27.44
     GROUP 4.....................$ 35.46            27.44
     GROUP 5.....................$ 34.19            27.44
     GROUP 6.....................$ 32.87            27.44
     GROUP 7.....................$ 31.73            27.44
     GROUP 8.....................$ 30.59            27.44
     GROUP 8-A...................$ 28.38            27.44
OPERATOR:  Power Equipment
(Cranes and Attachments -
AREA 1:)
     GROUP 1
      Cranes.....................$ 40.73            27.44
      Oiler......................$ 33.76            27.44
      Truck crane oiler..........$ 37.33            27.44
     GROUP 2
      Cranes.....................$ 38.97            27.44
      Oiler......................$ 33.50            27.44
      Truck crane oiler..........$ 37.04            27.44
     GROUP 3
      Cranes.....................$ 37.23            27.44
      Hydraulic..................$ 32.87            27.44
      Oiler......................$ 33.26            27.44
      Truck Crane Oiler..........$ 36.77            27.44
     GROUP 4
      Cranes.....................$ 34.19            27.44
OPERATOR:  Power Equipment
(Piledriving - AREA 1:)
     GROUP 1
      Lifting devices............$ 41.07            27.44
      Oiler......................$ 31.81            27.44
      Truck crane oiler..........$ 34.09            27.44
     GROUP 2
      Lifting devices............$ 39.25            27.44
      Oiler......................$ 31.54            27.44
      Truck Crane Oiler..........$ 33.84            27.44
     GROUP 3
      Lifting devices............$ 37.57            27.44
      Oiler......................$ 31.32            27.44
      Truck Crane Oiler..........$ 33.55            27.44
     GROUP 4
      Lifting devices............$ 35.80            27.44
     GROUP 5
      Lifting devices............$ 34.50            27.44
     GROUP 6
      Lifting devices............$ 33.16            27.44
OPERATOR:  Power Equipment
(Steel Erection - AREA 1:)
     GROUP 1
      Cranes.....................$ 41.70            27.44
      Oiler......................$ 32.15            27.44
      Truck Crane Oiler..........$ 34.38            27.44
     GROUP 2
      Cranes.....................$ 39.93            27.44
      Oiler......................$ 31.88            27.44
      Truck Crane Oiler..........$ 34.16            27.44
     GROUP 3
      Cranes.....................$ 38.45            27.44
      Hydraulic..................$ 32.67            27.44
      Oiler......................$ 31.66            27.44
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      Truck Crane Oiler.........$ 33.89            27.44
     GROUP 4
      Cranes....................$ 36.43            27.44
     GROUP 5
      Cranes....................$ 35.13            27.44
OPERATOR:  Power Equipment
(Tunnel and Underground Work
- AREA 1:)
     SHAFTS, STOPES, RAISES:
      GROUP 1...................$ 35.95            27.44
      GROUP 1-A.................$ 38.32            27.44
      GROUP 2...................$ 34.59            27.44
      GROUP 3...................$ 33.36            27.44
      GROUP 4...................$ 32.22            27.44
      GROUP 5...................$ 31.08            27.44
     UNDERGROUND:
      GROUP 1...................$ 35.85            27.44
      GROUP 1-A.................$ 38.32            27.44
      GROUP 2...................$ 34.59            27.44
      GROUP 3...................$ 33.26            27.44
      GROUP 4...................$ 32.12            27.44
      GROUP 5...................$ 30.98            27.44
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FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer

(mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip

Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		
AREA 1	$ 21.43	25.71
AREA 2	$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 27.08	20.21
Ornamental, Reinforcing and Structural	$ 33.50	28.85

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/29/2015

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 20.06	9.62
LABORER (Lead Removal)		
Area A	$ 29.02	20.82
Area B	$ 28.02	20.82

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	18.66
GROUP 1	$ 28.39	18.66
GROUP 1-a	$ 28.61	18.66
GROUP 1-c	$ 28.44	18.66
GROUP 1-e	$ 28.94	18.66
GROUP 1-f	$ 28.97	18.66
GROUP 1-g (Contra Costa		

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     County)....................$ 28.59            18.66
     GROUP 2....................$ 28.24            18.66
     GROUP 3....................$ 28.14            18.66
     GROUP 4....................$ 21.83            18.66
  See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
     Construction Specialist
     Group......................$ 28.09            18.66
     GROUP 1....................$ 27.39            18.66
     GROUP 1-a..................$ 27.61            18.66
     GROUP 1-c..................$ 27.44            18.66
     GROUP 1-e..................$ 27.94            18.66
     GROUP 1-f..................$ 27.97            18.66
     GROUP 2....................$ 27.24            18.66
     GROUP 3....................$ 27.14            18.66
     GROUP 4....................$ 20.83            18.66
  See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
     GROUP 1....................$ 29.35            18.66
     GROUP 2....................$ 28.85            18.66
     GROUP 3....................$ 28.26            18.66
     GROUP 4....................$ 28.14            18.66
Laborers: (GUNITE - AREA B:)
     GROUP 1....................$ 28.35            18.66
     GROUP 2....................$ 27.85            18.66
     GROUP 3....................$ 27.26            18.66
     GROUP 4....................$ 27.14            18.66
Laborers: (WRECKING - AREA A:)
     GROUP 1....................$ 28.39            18.66
     GROUP 2....................$ 28.24            18.66
Laborers: (WRECKING - AREA B:)
     GROUP 1....................$ 27.39            18.66
     GROUP 2....................$ 27.24            18.66
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
     (1) New Construction.......$ 28.14            18.66
     (2) Establishment Warranty
     Period.....................$ 21.83            18.66
Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)
     (1) New Construction.......$ 27.14            18.66
     (2) Establishment Warranty
     Period.....................$ 20.83            18.66

FOOTNOTES:
  Laborers working off or with or from bos'n chairs, swinging
  scaffolds, belts shall receive $0.25 per hour above the
  applicable wage rate.  This shall not apply to workers
  entitled to receive the wage rate set forth in Group 1-a
  below.

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LABORER CLASSIFICATIONS

  CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
  Chainsaw; Laser beam in connection with laborers' work;
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Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-002 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.11	17.34

LABO0185-005 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-002 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 28.14	19.03
Traffic Control Person I....	$ 28.44	19.03
Traffic Control Person II...	$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/30/2014

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.60	19.49
GROUP 2.....	$ 34.37	19.49
GROUP 3.....	$ 34.12	19.49
GROUP 4.....	$ 33.67	19.49
GROUP 5.....	$ 33.13	19.49
Shotcrete Specialist.....	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.36	17.34

LABO0324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.14	19.03
Traffic Control Person I	$ 27.44	19.03
Traffic Control Person II	$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49

GROUP 3.....$ 34.12 19.49
GROUP 4.....$ 33.67 19.49
GROUP 5.....$ 33.13 19.49
Shotcrete Specialist.....$ 35.12 19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.36	17.34

LABO1414-005 08/05/2015

	Rates	Fringes
Plasterer tender	$ 32.71	17.11

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2015

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 36.45	21.48

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2015

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 36.24	19.88

PAIN0016-007 01/01/2015

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:	$ 30.85	16.85

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.20	18.73

PAIN0169-004 01/01/2015

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City;

going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 43.48	24.19

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* PAIN0567-001 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 23.16	10.38
Spray Painter & Paperhanger	$ 24.01	10.38

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2015

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 26.26	11.78

PAIN0567-010 07/01/2015

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		

(1) Taper.....$ 28.08 12.13
(2) Steeplejack - Taper, over 40 ft with open space below.....$ 29.58 12.13

PAIN0767-004 01/01/2015

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 33.79	22.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 34.26	11.65
GROUP 2	$ 29.12	11.65
GROUP 3	$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2015

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.79	14.93

PLAS0300-003 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 31.41	22.26
AREA 355: Marin	$ 34.75	22.26
AREA 355: Napa & Sonoma Counties	$ 31.41	22.26

PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.00	22.07

PLUM0038-002 07/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 54.40	40.71
(2) All other work - NEW CONSTRUCTION RATE	$ 64.00	43.29

PLUM0038-006 07/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 54.40	32.15

PLUM0228-001 01/01/2015

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,

SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 37.50	26.39

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* PLUM0343-001 07/01/2015

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	19.90
All Other Work	$ 49.15	31.30

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 02/01/2015

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 30.88	11.51

PLUM0355-001 07/01/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 28.55	9.25

PLUM0442-003 01/01/2015

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 38.50	25.89

PLUM0447-001 07/01/2013

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 41.77	22.35
Light Commercial Work	$ 32.23	17.22

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* ROOF0081-006 08/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 36.08	14.90

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* ROOF0081-007 08/01/2015

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 34.00	14.80

SFCA0483-003 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 56.02	27.77

SFCA0669-003 07/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 34.19	19.37

SHEE0104-006 07/01/2015

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 46.30	40.28
All other work	$ 52.20	41.56

SHEE0104-009 07/01/2015

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 40.07	33.17

SHEE0104-010 07/01/2015

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 36.85	30.90

SHEE0104-011 01/01/2015

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 33.86	31.83

SHEE0104-014 01/01/2015

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 33.86	31.83

SHEE0104-019 07/01/2015

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 30.24	30.64
Mechanical Jobs over $200,000	$ 40.07	33.22

TEAM0094-001 07/01/2015

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 28.57	25.22
GROUP 2	$ 28.87	25.22
GROUP 3	$ 29.17	25.22
GROUP 4	$ 29.52	25.22
GROUP 5	$ 29.87	25.22

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Important Special Notice

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Bidders are advised that, as required by federal law, the City of Sacramento is implementing new Disadvantaged Business Enterprise (DBE) requirements. Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of these Special Provisions cover the DBE requirements.

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PRE-BID MEETING

All bidders are encouraged, but not required, to attend the pre-bid conference. At this meeting, requirements pertaining to "Disadvantaged Business Enterprise" (DBE) Program will be reviewed and any questions pertaining to the project will be answered. This meeting is also to inform DBEs of subcontracting and material supply opportunities.

The conference will be held at:

New Sacramento City Hall

915 I Street, Room 2000

Conference Room 2105

Sacramento, CA 95814

For information regarding the DBE Program, contact **Jose R. Ledesma** at (916) 808-8195

THE DBE GOAL FOR THIS PROJECT IS 7%.

CITY OF SACRAMENTO
Department of Public Works
DEPARTMENT OF PUBLIC WORKS
FEDERAL AID PROJECT NO.: BRLS-5002(144)
CITY CONTRACT NO.: T15115700

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

H Street Bridge Rehabilitation Project
(PN: T15135300)

will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, 915 I Street (Historic City Hall), 1st Floor, up to the hour of 2:00 P.M., **August 26, 2015** and will be publicly opened and read at 2:00 P.M., or as soon thereafter as business allows, in Hearing Room on 2nd Floor, 915 I Street (Historic City Hall).

General work description: This project provides for, in general, preventative maintenance on the H Street bridge over the American River. Work includes applying a deck seal, repairing damaged joints, adding an approach slab, paving conform, and other miscellaneous work

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY MAP-21.

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

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

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

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

obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1st Floor, Sacramento, CA 95814.

Plans, specifications, and copies of the Sealed Proposal Forms and accompanying documents for bidding this project can only be obtained at Planet Bids

http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

Bids must be submitted on printed forms supplied in the Contract Documents. Bids must be enclosed in an envelope marked:

SEALED PROPOSAL AND BIDS
FOR
H STREET BRIDGE REHABILITATION PROJECT

Technical questions should be directed to the Department of Public Works, to the attention of the Project Manager, Josh Werner, 915 I Street, Room 2000, Sacramento, California, 95814, at jwerner@cityofsacramento.org or telephone (916) 808-8158.

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

The City of Sacramento hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not

less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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).

H STREET BRIDGE REHABILITATION PROJECT OVER THE AMERICAN RIVER (BRIDGE NO: 24C-0076)

IN THE

CITY OF SACRAMENTO

City Project No: T15135300

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEER:

Civil

5/13/14

Registered Civil Engineer

REGISTERED PROFESSIONAL ENGINEER
Anthony C. Powers
No. 51772
Exp. 6/30/2014
CIVIL
STATE OF CALIFORNIA

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AMENDMENTS TO STATE STANDARD SPECIFICATIONS ....

SPECIAL PROVISIONS

FOR

H STREET BRIDGE REHABILITATION PROJECT

FEDERAL AID PROJECT NO.: BRLS-5002(144)

CITY OF SACRAMENTO

CITY PROJECT NO.: (PN: T15135300)

SECTION NO. 1 - SPECIFICATIONS AND PLANS

The work herein shall be done in accordance with Sections 1 through 38 of the Standard Specifications for Public Works Construction, City of Sacramento, dated June 2007 and all updates to them, herein referred to as the City Standard Specifications. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the City Standard Specifications. Unless otherwise specified herein, Sections 10 through 38 of the City Standard Specifications shall govern. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications for the items of work referenced.

Amendments to the State Standard Specifications set forth in these special provisions shall be considered as part of the State Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the State Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the referenced Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

For Specifications of a technical nature not covered by the City Standard Specifications or these Special Provisions, the May 2006 Standard Specifications and Standard Plans of the State of California Business and Transportation Agency Department of Transportation shall apply. In the State Standard Specifications and the State Standard Plans, all mention of the "State" shall be construed to mean the City of Sacramento.

In case of conflict in the technical provisions or requirements, the following order of precedence shall govern:

A. Special Provisions
B. Plans
C. City Standard Specifications
D. State Standard Specifications

E. Other referenced specifications
F. State Standard Plans

The United States Standard Measures shall apply to this project.

DEFINITIONS OF TERMS

Whenever in the City Standard Specification, State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

Department or Department of Transportation or Public Works: The City of Sacramento, Department of Public Works.

Director or Director of Transportation: Director of Public Works, City of Sacramento.

Engineer: The Director of Transportation of the City of Sacramento, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory or Transportation Laboratory: Laboratories authorized by the Engineer to test materials and work involved in the contract.

State or State of California: The City of Sacramento.

Transportation Building Sacramento: City Hall, City of Sacramento, State of California.

State Highway Engineer: The Director of Public Works of the City of Sacramento, State of California.

State Standard Plans: The 2006 edition of the Standard Plans of the State of California, Department of Transportation.

State Standard Specifications: The 2006 edition of the Standard Specifications of the State of California, Department of Transportation and all updates to them.

City Standard Specifications: The June 2007 edition of the City of Sacramento Standard Specifications and all updates to them.

Attorney General: City Attorney, City of Sacramento

Required Meetings: All bidders are encouraged to attend required meetings, however bidders who do not attend shall be responsible for all information disseminated.

* END OF SECTION *

SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "PROPOSAL REQUIREMENTS AND CONDITIONS," of the State Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "REQUIRED LISTING OF PROPOSED SUBCONTRACTORS," of the State Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "PROPOSAL GUARANTY," of the State Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
(3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b):

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal of 7%.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Notice to Contractors or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55 (d)(1) through (4) and (6).

DBE Commitment Submittal

Submit DBE information on the "Local Agency Bidder-DBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid Proposal Forms section of these Special Provisions. If the form is not submitted with the bid, remove it before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation

within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.03 BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Bidders.

2-1.04 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

* END OF SECTION *

SECTION NO. 3 - AWARD, AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the City Standard Specifications and these Special Provisions for the requirements and conditions concerning award, and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

City Clerk's Office, New City Hall
915 I Street, 5th Floor, Sacramento, CA 95814

3-1.02 EXHIBIT 15-G - LOCAL AGENCY BIDDER DBE INFORMATION

Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.

3-1.03 AGREEMENT AND BONDS

The Contractor shall provide signed agreement, insurance and all bonds upon notice of award and prior to award by the City Council.

3-1.04 CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

* END OF SECTION *

SECTION NO. 4 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the State Standard Specifications and these special provisions.

4-1.02 BEGINNING OF WORK

The Contractor shall begin work within ten (15) working days of the date of the Notice to Proceed with Construction from the City of Sacramento.

4-1.03 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall diligently prosecute the work to completion before the expiration of **Sixty (60) working days** beginning on the tenth working day after receipt of the Notice to Proceed with Construction from the City. This completion includes all functional and acceptance tests to the satisfaction of the City.

The Contractor shall pay to the City of Sacramento a sum of **ONE THOUSAND NINE HUNDRED DOLLARS ($1900.00)** per day, as liquidated damages for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

4-1.04 DIFFERING SITE CONDITIONS

Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
   - Contract documents
   - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

* END OF SECTION *

SECTION NO. 5 - GENERAL

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "LABOR NONDISCRIMINATION," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5-1.02 PREVAILING WAGE

Attention is directed to Section 7-1.01A(2), "PREVAILING WAGE," of the State Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Sacramento. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Payment of prevailing wage rates must be documented through submission of certified payroll records for the prime contractor and lower tier subcontractors.

Each contractor and every lower-tier subcontractor will be 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.

5-1.03 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "PUBLIC SAFETY," of the State Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations.—The near edge of the excavation is 10 feet or less from the edge of the lane, except:

   1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
   2. Excavations less than 1 ft deep.
   3. Trenches less than 1 ft wide for irrigation pipe or electrical conduit, or excavations less than 1 ft in diameter.
   4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
   5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
   6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete and in place during the same day.

C. Storage Areas.—Material or equipment is stored within 12 ft of the lane and the storage is not otherwise prohibited by the provisions of the City or State Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "PUBLIC SAFETY" and in Section 7-1.09, "PUBLIC SAFETY," of the State Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "TEMPORARY RAILING (TYPE K)," of the State Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2002 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the City or State Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "PUBLIC SAFETY," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, unless otherwise provided for herein, shall be considered as included in the contract prices bid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.04 BUY AMERICA REQUIREMENTS.

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and section 1518 of MAP-21 of October 1, 2012, and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron

materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.05 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "RIGHT OF WAY DELAYS," of the State Standard Specifications.

5-1.06 SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor

- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own *forces* or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

5-1.07 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.08 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

5--1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the State Standard Specifications and these special provisions.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the State Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5-1.11 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires

that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.12 PARTNERING

The City of Sacramento will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level. The request to hold a "Partnering" workshop may be made by the Contractor and/or the City.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer within two (2) working days after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The City's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.13 PAYMENTS

Attention is directed to Section 8, "MEASUREMENT AND PAYMENT," and 8-7, "RELEASE AT TIME OF FINAL PAYMENT," of the City Standard Specifications and these special provisions. After acceptance of the contract pursuant to the provisions in Section 8-10, " FINAL PAYMENT TO TERMINATE LIABILITY OF CITY," of the City Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

Several items in the bid proposal are designated with either an (F) or (P), or a combination of these letters. The following paragraphs clarify the intent of these designations:

When an item of work is designated with an (F) in the Bid Proposal, the estimated quantity for that item shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminate. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for that item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-1.22, "Measurement," of the State Specifications. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated with an (F) in the Bid Proposal shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions show on the plans will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity. In case of discrepancy between the quantity shown in the Bid Proposal for each item of work designated with an (F), and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Bid Proposal.

When an item of work is designated with a (P) in the Bid Proposal, the item is eligible for partial payment for accepted materials delivered to and stored at the jobsite that have not yet been incorporated into the work as provided for in Section 9-1.06 of the State Specifications. In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

Handrailing

5-1.14 CONSTRUCTIONS STAKES

This work consists of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the City and State Standard Specifications and these Special Provisions.

Except as provided herein for establishment of horizontal and vertical control, all other specifications that require the establishment of lines and grades by the Engineer shall not apply to this contract.

The Contractor shall submit proposed procedures, methods, equipment, and typical stake markings to be used, in writing to the Engineer, before setting any stakes or marks. Construction staking shall be performed as necessary to control the work. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and sections shown on the plans. Coordinates for centerlines or layout lines and

right-of-way lines, if required, will be furnished by the Engineer under separate documents to you for your use in performing the construction staking.

The Contractor shall make all computations necessary to establish the exact position of the work from control points. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Copies of such computations, notes, and other records shall be furnished to the Engineer prior to beginning work that requires their use.

The Contractor shall remove construction stakes and any markings placed for the purpose of this project from the site of the work when no longer needed.

The Contractor shall protect all existing survey monuments and other survey markers during construction. All such monuments or markers destroyed during construction shall be replaced at the Contractor's expense.

Full compensation for conforming to the requirements of "Construction Stakes" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.15 QUALITY ASSURANCE

The City of Sacramento uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

The contractor may examine the records and reports of tests the City performs if they are available at the job site.

* END OF SECTION *

SECTION NO. 6 - (BLANK)

* END OF SECTION *

SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE

7-1.01 WORKER'S COMPENSATION

Full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least $1,000,000 for any one person. In the event the Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

7-1.02 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE

The Contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance
Products and Completed Operation Liability
Broad Form Property Damage Liability
Contractual Liability
Personal Injury Liability

The amount of the policy shall be no less than $1,000,000 Single Limit per occurrence, insured by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be Named Insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by City or other named Insured will be called on to contribute to a loss covered thereunder.

7-1.03 CERTIFICATE OF INSURANCE

The Contractor shall have City's standard Certificate of Insurance completed and filed with the Department of Transportation prior to the execution of the execution of this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) calendar days written notice prior to the effective date of such cancellation or change in coverage.

7-1.04 WORKER'S COMPENSATION CERTIFICATE

The Contractor shall have this certification completed and filed with the Department of Transportation prior to the execution of the execution of the Agreement.

"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 the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

7-1.05 FAILURE TO MAINTAIN INSURANCE

If at any time during the performance of this Contract the Contractor fails to maintain any item of the required insurance in full force and effect, the Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the Division of Risk Management of the City of Sacramento.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

* END OF SECTION *

SECTION NO. 8 - MATERIALS

8-1 MISCELLANEOUS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the State Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

("length along the direction of travel" x "marker width")

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH (3.1" x 4.5")
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
2. Ennis Paint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4-inch Round

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, "Series 100", "Deltaline TWR"
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2", "Director 2-Wet Reflective"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", Series 780 and Series 710
8. 3M Series A145, Removable Black Line Mask
   (Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"

(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
(Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Flint Trading Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

Special Use Type, 66-inch

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Shur-Tite Products, Shur-Flex Drivable

Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR

CHANNELIZERS

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

Lane Separation System

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb
6. Shur-Tite Products, SHUR-Curb , Model No. SF0200

CONICAL DELINEATORS, 42-inch

(For 28-inch Traffic Cones, see State Standard Specifications)

1. Bent Manufacturing Company "T-Top", TDSC Series
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42
7. Custom-Pak 4600 (Part No. 93005-0001)
8. Plasticade, Navicade, 650 R1

OBJECT MARKERS

Type "K", 18-inch

1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

Type "Q" Object Markers, 24-inch

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE

3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"
9. Flexible Marker Support, IMC 9484-24

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

Non-Impactable Type

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

1. Pexco LLC, "Mini" (3" x 10"), I-Flex
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16-inch

(For use to the right of traffic)

1. Pexco LLC, Model PCBM T-16
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR

(Place top of reflective element at 48 inches above plane of roadway)

Wood Post Type, 27-inch

1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427

3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount
9. Glasforms, Hiway-Flex, GR-27-00

Barrier, Guardrail Visibility Enhancement

1. UltraGuard Safety System, Potters Industries, Inc.

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

Traffic Cones, 4-inch and 6-inch Sleeves

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight", C85
3. 3M Series 3840, Series 3340
4. Avery Dennison S-9000C

Drums

1. Avery Dennison WR-6100
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

Barricade Sheeting: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Barricade Sheeting: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, W-2100 Series

Barricade Sheeting: Type IV, High Intensity (Typically Unmetalized Microprismatic Retroreflective Element)

1. 3M Series 3334/3336

Vertical Clearance Signs: Structure Mounted

1. 3M Model 4061, Diamond Grade DG3, Fluorescent Yellow

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series
4. Changzhou Hua R Sheng, Series TM 1200
5. Oracal, Oralite Series 5800

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

Signs: Type XI, Very High Intensity (Typically Unmetallized Microprismatic Element)

1 3M Diamond Grade, DG3, Series 4000
2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange
5. Avery Dennison, OmniCube, T-11500 Series
6. Avery Dennison, OmniCube, T-11511, Fluorescent Yellow
7. Avery Dennison, OmniCube, T-11513, Fluorescent Yellow Green
8. Avery Dennison, OmniCube, W-11514 Fluorescent Orange

SPECIALTY SIGNS

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)
4. Kommerling, USA, KomAlu 3 mm

8-1.02 FILTER FABRIC

Filter fabric for structure approach drainage must be Class A as specified in Section 88-1.02, "Filtration," of the State Standard Specifications.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the State Standard Specifications and these special provisions.

STRENGTH DEVELOPMENT TIME

The time allowed to obtain the minimum required compressive strength as specified in Section 90-1.01, "Description," of the State Standard Specifications will be 56 days when the Contractor chooses cementitious material that satisfies the following equation:

$$\frac{(41 \times UF) + (19 \times F) + (11 \times SL)}{TC} \geq 7.0$$

Where:

F = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N, including the amount in blended cement, pounds per cubic yard. F is equivalent to the sum of FA and FB as defined in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the State Standard Specifications

SL = GGBFS, including the amount in blended cement, pounds per cubic yard

UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard

TC = Total amount of cementitious material used, pounds per cubic yard

For concrete satisfying the equation above, the Contractor shall test for the modulus of rupture or compressive strength specified for the concrete involved, at least once every 500 cubic yards, at 28, 42, and 56 days. The Contractor shall submit test results to the Engineer and the Transportation Laboratory, Attention: Office of Concrete Materials.

SUPPLEMENTARY CEMENTITIOUS MATERIALS

The Contractor may use rice hull ash as a supplementary cementitious material (SCM) to make minor concrete. Rice hull ash shall conform to the requirements in AASHTO Designation: M 321 and the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon Dioxide (SiO_2) [a]	90 min.
Loss on ignition	5.0 max.
Total Alkalies (as Na_2O) equivalent	3.0 max.

Physical Requirements	Percent
Particle size distribution Less than 45 microns Less than 10 microns	 95 50
Strength Activity Index with portland cement [b] 7 days 28 days	 95 (minimum % of control) 110 (minimum % of control)
Expansion at 16 days when testing job materials in conformance with ASTM C 1567 [c]	0.10 max.
Surface Area when testing by nitrogen adsorption in conformance with ASTM D 5604	40.0 m^2/g min.

Notes:
[a] A maximum of 1.0% of the SiO_2 may exist in crystalline form.
[b] When tested in conformance with the requirements for strength activity testing of silica fume in AASHTO Designation: M 307
[c] In the test mix, Type II or Type V portland cement shall be replaced with at least 12% RHA by weight.

For the purposes of calculating cementitious material requirements in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the State Standard Specifications and these special provisions, rice hull ash is considered to be represented by the variable *UF*.

8-2.02 RAPID STRENGTH CONCRETE FOR STRUCTURES

GENERAL

Summary

This section includes specifications for rapid strength concrete (RSC) for structures. RSC shall be used for structure approach slabs, concrete pavement transition panels, and paving notch extensions.

Definitions

Opening age: The age at which the concrete will achieve the specified strength for opening to public or construction traffic.

Submittals

Mix Design

Submit the RSC mix design at least 10 days before use. If a trial slab is required, submit the RSC mix design at least 10 days before constructing the trial slab. Include the following in the submittal:

1. Compressive strength test results for prequalification of RSC at age of break, at 3 days, and at 28 days
2. Opening age
3. Proposed aggregate grading
4. Mix proportions of cementitious material, aggregate, and water
5. Types and amounts of chemical admixtures, if used
6. Range of ambient temperatures over which the mix design will achieve the required minimum compressive strength
7. Source of materials

Volumetric Proportioning

When using volumetric proportioning, submit the following:

1. Aggregate moisture test results
2. Log of production data

Certificate of Compliance

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications with each delivery of aggregate, cementitious material, and admixtures used for calibration tests. Include certified copies of the weight of each delivery.

The Certificate of Compliance must state that the source of materials used for the calibration tests is from the same source as to be used for the planned work. The Certificate of Compliance must be signed by an authorized representative.

Quality Control and Assurance

Prequalification of RSC

Prequalification of a RSC mix design includes determining the opening age and achieving the minimum specified 28-day compressive strength.

Prequalify RSC under the specifications for prequalification of concrete specified by compressive strength in Section 90-9.01, "General," of the State Standard Specifications. Determine the opening age as follows:

1. Fabricate at least 5 test cylinders to be used to determine the age of break.
2. Immediately after fabrication of the 5 test cylinders, store the cylinders in a temperature medium of 70 ± 3 °F until the cylinders are tested.
3. Determine the age of break to achieve an average strength of the 5 test cylinders of not less than 1200 psi. Not more than 2 test cylinders may have a strength of less than 1150 psi.
4. The opening age is the age of break plus 1 hour.

Weighmaster Certifications

Weighmaster certificates for RSC, regardless of the proportioning method used, must include all information necessary to trace the manufacturer and manufacturer's lot number for the cement being used. When proportioned into fabric containers, the weighmaster certificates for the cement must contain the date of proportioning, location of proportioning, and actual net draft weight of the cement. When proportioned at the job site from a storage silo, the weighmaster certificates must contain the date of proportioning, location of proportioning, and the net draft weight of the cement used in the load.

MATERIALS

General

RSC must comply with one of the following:

1. Concrete made with portland cement. The concrete must comply with Section 90, "Portland Cement Concrete," of the State Standard Specifications. Type III cement may be used.
2. Concrete made with any cement that complies with the definition of hydraulic cement or blended hydraulic cement in ASTM C 219. The concrete must comply with Section 90, "Portland Cement Concrete," of the State Standard Specifications, except that:

   2.1. Cementitious material must comply with the following:

Test Description	Test Method	Requirement
Contraction in Air	California Test 527, w/c ratio = 0.39±0.010	0.053%, max.
Mortar Expansion in Water	ASTM C 1038	0.04%, max.
Soluble Chloride*	California Test 422	0.05%, max.
Soluble Sulfate*	California Test 417	0.30%, max.
Thermal Stability	California Test 553	90%, min.
Compressive Strength @ 3 days	ASTM C 109	2500 psi

*Test is to be done on a cube specimen fabricated in conformance with the requirements in ASTM C 109, cured at least 14 days, and then pulverized so that 100% passes the No. 50 sieve.

   2.2. Citric acid or borax may be used if requested in writing by the cement manufacturer and a sample is submitted to the Engineer. Chemical admixtures, if used, must be included when testing for requirements listed in the table above.

RSC must have a minimum 28-day compressive strength of 3600 psi, except that RSC placed in bridge decks must have a minimum 28-day compressive strength of 4500 psi and must comply with the shrinkage limitations as specified for bridge deck concrete in Section 90-1.01, "Description," of the State Standard Specifications.

Supplementary cementitious material is not required.

Penetration requirements of Section 90-6.06, "Amount of Water and Penetration," of the State Standard Specifications do not apply.

CONSTRUCTION

General

RSC may be proportioned and placed by a volumetric mixer.

Volumetric Proportioning

RSC proportioned by a volumetric mixer must comply with the requirements specified herein.

Proportion liquid admixtures under Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures," of the State Standard Specifications, except proportion liquid admixtures with a meter.

Batch-mixer trucks must proportion cement, water, aggregate, and additives by volume. Aggregate feeders must be connected directly to the drive on the cement vane feeder. The cement feed rate must be tied directly to the feed rate for the aggregate and other ingredients. Only change the ratio of cement to aggregate by changing the gate opening for the aggregate feed. The drive shaft of the aggregate feeder must have a revolution counter reading to the nearest full or partial revolution of the aggregate delivery belt.

Proportion aggregate with a belt feeder operated with an adjustable cutoff gate delineated to the nearest quarter increment. The gate opening height must be readily determinable. Proportion cement by any method that complies with the accuracy tolerance specifications. Proportion water with a meter under Section 9-1.01, "Measurement of Quantities," of the State Standard Specifications.

Calibrate the cutoff gate for each batch-mixer truck used and for each aggregate source. Calibrate batch-mixer trucks at 3 different aggregate gate settings that are commensurate with production needs. Perform at least 2 calibration runs for each aggregate gate.

Individual aggregate delivery rate check-runs must not deviate more than 1.0 percent from the mathematical average of all runs for the same gate and aggregate type. Each test run must be at least 1,000 pounds.

At the time of batching, dry and drain aggregates to a stable moisture content. Do not proportion aggregates with visible separation of water from the aggregate during proportioning. At the time of batching, the free moisture content of fine aggregate must not exceed 8 percent of its saturated, surface-dry weight.

If the proportioning plant has separate supplies of the same size group of aggregate with different moisture content, specific gravity, or surface characteristics affecting workability, exhaust 1 supply before using another supply.

Cover rotating and reciprocating equipment on batch-mixer trucks with metal guards.

Individual cement delivery rate check-runs must not deviate more than 1.0 percent of the mathematical average of 3 runs of at least 1,000 pounds each.

When the water meter operates between 50 percent and 100 percent of production capacity, the indicated weight of water delivered must not differ from the actual weight delivered by more than 1.5 percent for each of 2 runs of 75 gallons. Calibrate the water meter under California Test 109. The water meter must be equipped with a resettable totalizer and display the operating rate.

Conduct calibration tests for aggregate, cement, and water proportioning devices with a platform scale located at the calibration site. Platform scales for weighing test-run calibration material must have a maximum capacity of 2.75 tons with maximum graduations of 1 pound. Error test the platform scale within 8 hours of calibrating the batch-mixer truck proportioning devices. Perform error-testing with test weights under California Test 109. Furnish a witness scale that is within 2 graduations of the test weight load. The witness scale must be available for use at the production site throughout the production period. Equipment needed for the calibration of proportioning systems must remain available at the production site throughout the production period.

The batch-mixer truck must be equipped so that accuracy checks can be made. Recalibrate proportioning devices every 90 days after production begins or when you change the source or type of any ingredient.

A spot calibration is calibration of the cement proportioning system only. Perform a 2-run spot calibration each time 55 tons of cement passes through the batch-mixer truck. If the spot calibration shows the cement proportioning system does not comply with the specifications, complete a full calibration of the cement proportioning system before you resume production.

Locate cement storage immediately before the cement feeder. Equip the system with a device that automatically shuts down power to the cement feeder and aggregate belt feeder when the cement storage level is less than 20 percent of the total volume.

Determine aggregate moisture under California Test 223 at least every 2 hours during proportioning and mixing operations. Record aggregate moisture determinations and submit them at the end of each production shift.

Equip each aggregate bin with a device that automatically shuts down the power to the cement feeder and the aggregate belt feeder when the aggregate discharge rate is less than 95 percent of the scheduled discharge rate.

Proportioning device indicators must be in working order before beginning proportioning and mixing operations and must be visible when standing near the batch-mixer truck.

Identifying numbers of batch-mixer trucks must be at least 3 inches in height, and be located on the front and rear of the vehicle.

Mix volumetric proportioned RSC in a mechanically operated mixer. You may use auger-type mixers. Operate mixers uniformly at the mixing speed recommended by the manufacturer. Do not use mixers that have an accumulation of hard concrete or mortar.

Do not mix more material than will permit complete mixing. Reduce the volume of material in the mixer if complete mixing is not achieved. Continue mixing until a homogeneous mixture is produced at discharge. Do not add water to the RSC after discharge.

Do not use equipment with components made of aluminum or magnesium alloys that may have contact with plastic concrete during mixing or transporting of RSC.

The Engineer determines uniformity of concrete mixtures by differences in penetration measurements made under California Test 533. Differences in penetration are determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load. The differences must not exceed 5/8 inch. Submit samples of freshly mixed concrete. Sampling facilities must be safe, accessible, clean, and produce a sample that is representative of production. Sampling devices and sampling methods must comply with California Test 125.

Do not use ice to cool RSC directly. If ice is used to cool water used in the mix, it must be melted before entering the mixer.

Proportion and charge cement into a mixer such that there is no variance of the required quantity of cement due to wind, accumulation on equipment, or other conditions.

Each mixer must have metal plates that provide the following information:

1. Designed usage
2. Manufacturer's guaranteed mixed concrete volumetric capacity
3. Rotation speed

The device controlling the proportioning of cement, aggregate, and water must produce production data. The production data must be captured at 15-minute intervals throughout daily production. Each capture of production data represents production activity at that time and is not a summation of data. The amount of material represented by each production capture is the amount produced in the period from 7.5 minutes before to 7.5 minutes after the capture time. Submit the daily production data in electronic or printed media at the end of each production shift. Report the data including data titles in the following order:

1. Weight of cement per revolution count
2. Weight of each aggregate size per revolution count
3. Gate openings for each used aggregate size
4. Weight of water added to the concrete per revolution count
5. Moisture content of each used aggregate size
6. Individual volume of other admixtures per revolution count
7. Time of day
8. Day of week
9. Production start and stop times

10. Batch-mixer truck identification
11. Name of supplier
12. Specific type of concrete being produced
13. Source of the individual aggregate sizes
14. Source, brand, and type of cement
15. Source, brand and type of individual admixtures
16. Name and signature of operator

You may input production data by hand into a pre-printed form or it may be captured and printed by the proportioning device. Present electronic media containing recorded production data in a tab delimited format on a CD or DVD. Each capture of production data must be followed by a line-feed carriage-return with sufficient fields for the specified data.

Curing Concrete

For RSC made with a proprietary cement, the curing method must be as recommended by the manufacturer of the cement and as approved by the Engineer.

For RSC made using portland cement concrete, you must:

1. Cure the concrete using the curing compound method under Section 90-7.03, "Curing Structures," of the State Standard Specifications. Fogging of the surface with water after the curing compound has been applied will not be required.
2. Repair immediately any damage to the film of the curing compound with additional compound. Do not repair damage to the curing compound after the concrete is opened to public traffic.
3. Cover the surface with an insulating layer or blanket when the ambient temperature is below 65 °F during the curing period. The insulation layer or blanket must have an R-value rating given in the table below. A heating tent may be used in lieu of or in combination with the insulating layer or blanket:

R-Value Ratings

Temperature Range During Curing Period	R-value, minimum
55 °F to 65 °F	1
45 °F to 55 °F	2
39 °F to 45 °F	3

If compressive strength tests are performed in the field showing that the concrete has achieved 1200 psi, you may open the lane to traffic at the age of break. Perform the compressive strength tests under the provisions for sampling and testing cylinders in Section 90-9.01, "General," of the State Standard Specifications. The decision to use this option must be made in writing to the Engineer before beginning construction.

SECTION 8-3. WELDING

8-3.1 WELDING

GENERAL

Unless otherwise specified, Section 8-3, "Welding," shall apply to any welding that is specified to conform to an AWS welding code.

Requirements of the AWS welding codes shall apply unless otherwise specified in the State Standard Specifications, on the plans, or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or AASHTO/AWS.

Wherever reference is made to the following AWS welding codes in the State Standard Specifications, on the plans, or in these special provisions, the year of adoption for these codes shall be as listed:

AWS Code	Year of Adoption
D1.1	2008
D1.3	2008
D1.4	2005
D1.5	2008
D1.6	2007
D1.8	2009

Flux cored welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform welding for this project.

Unless otherwise specified, Clause 6.1.3 of AWS D1.1, paragraph 1 of Section 7.1.2 of AWS D1.4, and Clause 6.1.1.2 of AWS D1.5, are replaced with the following:

The QC Inspector shall be the duly designated person who acts for and on behalf of the Contractor for inspection, testing, and quality related matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

Inspection and approval of all joint preparations, assembly practices, joint fit-ups, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day welding is performed. For each inspection, including fit-up, Welding Procedure Specification (WPS) verification, and final weld inspection, the QC Inspector shall confirm and document compliance with the requirements of

the AWS or other specified code criteria and the requirements of these special provisions on all welded joints before welding, during welding, and after the completion of each weld.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, QC Inspector, or NDT personnel to specified levels by retests or other means approved by the Engineer.

When joint weld details that are not prequalified to the details of Clause 3 of AWS D1.1 or to the details of Figure 2.4 or 2.5 of AWS D1.5 are proposed for use in the work, the joint details, their intended locations, and the proposed welding parameters and essential variables, shall be approved by the Engineer. The Contractor shall allow the Engineer 15 days to complete the review of the proposed joint detail locations.

In addition to the requirements of AWS D1.1, welding procedure qualifications for work welded in conformance with this code shall conform to the following:

When a nonstandard weld joint is to be made using a combination of WPSs, a single test may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 4.5.

Upon approval of the proposed joint detail locations and qualification of the proposed joint details, welders and welding operators using these details shall perform a qualification test plate using the WPS variables and the joint detail to be used in production. The test plate shall have the maximum thickness to be used in production and a minimum length of 18 inches. The test plate shall be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The Engineer will witness all qualification tests for WPSs that were not previously approved by the Department.

In addition to the requirements specified in the applicable code, the period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. If welding will be performed without gas shielding, then qualification shall also be without gas shielding. Excluding welding of fracture critical members, a valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's or welding operator's work remains satisfactory.

The Contractor shall notify the Engineer 7 days prior to performing any procedure qualification tests. Witnessing of qualification tests by the Engineer shall not constitute approval of the intended joint locations, welding parameters, or essential variables. The Contractor shall notify the Engineer using the "Standard TL-38 Inspection Form" located at:

http://www.dot.ca.gov/hq/esc/Translab/OSM/smbforms.htm

Clause 6.14.6, "Personnel Qualification," of AWS D1.1, Section 7.8, "Personnel Qualification," of AWS D1.4, and Clause 6.1.3.4, "Personnel Qualification," of AWS D1.5 are replaced with the following:

> Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:
>
> A. Certified NDT Level II technicians, or;
> B. Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians.

Clause 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 7.6.5 of AWS D1.4 and Clause 6.6.5 of AWS D1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS or other specified welding codes, in the State Standard Specifications, or in these special provisions. Except as provided for in these special provisions, additional NDT required by the Engineer, and associated repair work, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications. Prior to release of welded material by the Engineer, if testing by NDT methods other than those originally specified discloses an attempt to defraud or reveals a gross nonconformance, all costs associated with the repair of the deficient area, including NDT of the weld and of the repair, and any delays caused by the repair, shall be at the Contractor's expense. A gross nonconformance is defined as the sum of planar type rejectable indications in more than 20 percent of the tested length.

When less than 100 percent of NDT is specified for any weld, it is expected that the entire length of weld meet the specified acceptance-rejection criteria. Should any welding deficiencies be discovered by additional NDT directed or performed by the Engineer that utilizes the same NDT method as that originally specified, all costs associated with the repair of the deficient area, including NDT of the weld and of the weld repair, and any delays caused by the repair, shall be at the Contractor's expense.

Repair work to correct welding deficiencies discovered by visual inspection directed or performed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

PAYMENT

Full compensation for conforming to the requirements of "Welding" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

* END OF SECTION *

SECTION NO. 9 - GENERAL REQUIREMENTS

9-1 SCOPE AND LOCATION OF WORK

These Special Provisions cover, in general, the following improvements:

General Work Description: The project, in general, consists of repairing deck joints on the bridge, replacing the approach slab at the east abutment, installing an approach slab at the west abutment, removing an AC overlay from a portion of the bridge deck, milling and replacing asphalt concrete approach pavement, repair of deteriorated concrete overhang brackets (Spans 1 and 2), treating portions of the bridge deck with High Molecular Weight Methacrylate, and replacement of portions of the approach sidewalks and tubular handrailing. The work will include maintenance of traffic, demolition work, minor earthwork associated with approach slab construction, structure concrete, concrete patching, epoxy crack injection, reinforcing steel placement, bridge barrier, handrail, placement of asphalt, erosion control, signing and striping and landscape mitigation planting.

The H St. Bridge (Bridge No: 24C-076) is a multi-span steel truss, reinforced concrete T-beam and precast, prestressed T-beam structure that carries pedestrian, bicycle, and vehicular traffic over the American River. The steel truss spans and westerly approach spans were constructed in 1932, while the easterly approach spans were constructed in 1992. It is located on H St., between Howe Ave. and 56th Street in Sacramento, California. Portions of the existing steel expansion joints have fractured and broken loose and will be removed. The existing 10-ft approach slab at Abutment 15 has lost support and moves under traffic; it will be replaced with a 30-ft approach slab to improve the transition from the approach roadway to the bridge. Similarly, at Abutment 1, a 30-ft approach slab will be added where none currently exists.

The extent of the concrete removal, and concrete patching at the joints and overhang brackets as depicted on the drawings, is not intended to be all-inclusive. Actual limits for the work will be defined by the Engineer, based on field observation as the work progresses. Full compensation for work not covered under the proposal items described herein shall be paid for as "additional work".

9-2 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 Joshua Werner of the City of Sacramento, Department of Public Works, 915 I Street, Sacramento, CA 95814, (916) 808-8158, FAX (916) 808-7903.

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 at least seven (7) calendar days prior to the bid opening date.

9-3 COMPLETION TIME

The Contractor shall complete all work with the time set forth in the agreement and as specified in Section 7-8, "Time of Completion," of the City Standard Specifications and these special provisions.

The time limit for completion of all work is **Sixty (60) working days** from the tenth working day after receipt of the Notice to Proceed with Construction. The anticipated Notice to Proceed with Document Submittal date is in December 2015 and anticipated Notice to Proceed with Construction is in December 2015. Construction outside of the channel may be carried out during the rainy season. No claim of any kind will be considered due to winterization and necessary protection of all work from inclement weather.

The Contractor shall pay liquidated damages as specified in Section 4 of these special provisions for failure to finish the work within the specified number of working days.

The Engineer shall furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the total number of working days charged to date as specified in the Section 7-8 of the City Standard Specifications.

9-4 TIME OF AWARD

Time of award shall be in conformance with Section 3-2 of the City Standard Specifications and these special provisions.

The Contractor shall provide bonds and sign the agreement upon notice of intent to award by the City and prior to the scheduled City Council award date.

9-5 ORDER OF WORK

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

The first order of work shall be to submit a Baseline Progress Schedule, a Notice of Materials to be Used and a Bridge Removal Plan.

BASELINE PROGRESS SCHEDULE

The Contractor shall submit to the Engineer for approval a baseline progress schedule as specified in Section 8-1.04, "Progress Schedule," of the State Standard Specifications and these special provisions.

Full compensation for developing and maintaining the progress schedule will be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

Prior to placing asphalt concrete, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the asphalt concrete has been placed. After completion of the paving operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer.

The Contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to the public. The Contractor will be solely responsible for conditions of the project site, including safety of all persons and property during the performance of this work. This requirement will apply continuously and not be limited to normal working hours.

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 bid for the materials 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.

9-6 WORKS AFFECTING THE PUBLIC RIGHTS-OF-WAY

The Contractor shall refer to the City of Sacramento, Ordinance No. 2002 004, adopted and in effect as of March 19, 2002. Knowledge of, and compliance with, the provisions of this

ordinance is required. Copies of this ordinance are available at the reception desk on the 1st floor of 927 10th Street, Sacramento, CA 95814 2702. The provisions of this contract require compliance with all City, State and Federal laws. Reference is made to this particular ordinance only because it may have significant impacts to construction operations, and associated traffic control, and it has only recently been adopted. The ordinance establishes criteria and restrictions as it relates to maintenance, damage, traffic control, construction noise, and various other issues on, or related to, a construction project or other permitted work within the City limits. It further establishes administrative penalties, in the order of $500, for each violation of the provisions of the ordinance.

9-7 PERMITS AND EASEMENTS

All of the work to be performed is within City owned property or within the Street right of way, with the exception of temporary construction easements on other agency properties where shown on the plans.

If the Contractor decides he needs additional working areas, easements, work sites and/or material sites to facilitate their operation, it shall be their sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and/or material sites.

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.

9-8 COST REDUCTION INCENTIVE

The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the total cost of construction in conformance with the provisions in Section 5-1.14, "COST REDUCTION INCENTIVE," of the State Standard Specifications and these special provisions.

9-9 REVIEW OF CONTRACTOR'S INFORMATION

Where specified in these Special Provisions, the Contractor shall prepare or secure, and submit for review, six (6) copies of any plan, calculation, drawing, or information regarding materials and equipment, except that ten (10) copies of falsework drawings shall be provided.

Unless otherwise specified in these special provisions, within 15 working days after receipt of the submittal, the Engineer will return two (2)-marked copies indicating one (1) of the following four (4) actions:

1. If review and checking indicates no exceptions, copies will be returned marked "NO EXCEPTIONS TAKEN" and work may begin immediately upon incorporating the material and equipment covered by the submittal into the work.
2. If review and checking indicates limited corrections are required, copies will be returned marked "MAKE CORRECTIONS NOTED." Work may begin immediately on

incorporating into the work the material and equipment covered by the corrected submittal.

3. If review and checking indicates insufficient or incorrect data has been submitted, copies will be returned marked "REVISE AND RESUBMIT." No work may begin on incorporating the material and equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
4. If review and checking indicates the material and equipment submittal is unacceptable, copies will be returned and market "REJECTED." No work may begin on incorporating the material and equipment covered by this submittal into the work until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

9-10 COORDINATION

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

The Contractor shall coordinate their operations with the following:

1. Media and Communications Specialist, Linda Tucker (808-7523).

In addition, unless otherwise required by these special provisions, a minimum of ten (10) calendar days prior to commencing work, the Contractor shall coordinate their operations with the following as needed:

State of California
Division of Occupational Safety and Health (CALOSHA).....(916) 263-2800
Department of Fish and Wildlife.....(916) 358-2900
Central Valley Regional Water Quality Control Board (CVRWQCB).....(916) 464-3291

Sacramento Regional Transit District
Customer Service.....(916) 321-2826

Federal Government
Army Corps of Engineers (ACOE).....(916) 557-5100

American River Flood Control District
Agency responsible for flood control and levee maintenance. Contact: Gary Hester
Located at 165 Commerce Circle, Suite D, Sacramento, CA 95815 .....(916) 929-4006

Sacramento Municipal Utility District (SMUD)
The Contractor shall contact Gene Hoppes, SMUD Distribution Services, at (916) 732-5276 forty eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.

Underground Service Alert
The Contractor shall contact Underground Service Alert (USA), at 1-800-227-2600, a minimum of three (3) working days but not more than 14 calendar days prior to any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

Coordination costs shall be considered as included in the prices paid for the various contract items of work involved and no separate payment or additional compensation will be allowed therefor.

9-11 RECORD DRAWINGS

The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final elevations, location and/or layout of all improvements constructed, modified and/or adjusted. This shall include, but not be limited to, all civil, mechanical, electrical, instrumentation piping, conduit, structures, and pumping facilities. Drawings shall be kept current weekly, showing all work instructions, field modifications and change orders. Drawings shall be subject to the inspection of the Engineer at all times. Progress payments may be withheld, or portions thereof, if drawings are not accurate and current. Prior to acceptance of the

work, the Contractor shall deliver to the Engineer two (2) sets of neatly marked record drawings accurately showing the information required above.

No separate payment will be made to the Contractor for maintaining record drawings. Upon the completion of project, the Contractor shall submit "as-built" drawings to the Engineer. The drawing shall completely reflect the work done on site and to the Engineer's satisfaction. If the Contractor fails to submit the drawings or fails to complete the drawings in a satisfactory manner, the Engineer may hold back retention release and reduce an appropriate amount at the Engineer's sole direction to prepare the "as built" drawings. The cost of such work shall be included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

9-12 CERTIFICATE OF COMPLIANCE

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

The Certificate of Compliance shall be provided to the Engineer at the Contractor's expense. Failure to provide certifications of compliance will be cause to withhold payment for items of work requiring material certification.

9-13 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the work. Equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City. The Contractor must obtain written permission for storing material and equipment on private property. A copy of the written permission shall be given to the Engineer prior to use of the private property. Furthermore, upon completing use of private property, the Contractor shall submit to the Engineer a signed notice from the property owner that the site has been left in an acceptable condition to him/her.

The Contractor shall submit a plan to the Engineer for approval prior to commencing work, which shows where materials and equipment will be stored within the public right-of-way during work and non-work hours. The plan shall maintain access to driveways and minimize impacts to residents and the general public and shall be approved by the Engineer prior to commencing work.

- The Contractor shall restrict all construction activities to the project region.

- The Contractor shall prepare an Accidental Spill Prevention and Cleanup Plan to be included in the Storm Water Pollution Prevention Plan to address the refueling and maintenance of equipment as specified in Water Pollution Control in these special provisions. This plan will

include requiring that spill control absorbent materials be present onsite and available at all times.

- The Contractor shall inspect all equipment for leaks on a daily basis. Any equipment found to be leaking oil or gasoline or other fluid will be immediately removed from the work site and leaked oil or gasoline will be cleaned up.

- In order to minimize fluid leaks during operation, refueling, and maintenance of stationary equipment, the Contractor shall place spill control absorbent material under all stationary equipment to capture all potential leaks.

The "Protection of Trees" provision of these specifications shall apply to storage of materials and equipment on private property.

9-14 OPERATIONS AND MAINTENANCE OF EQUIPMENT

Construction equipment shall be maintained and tuned at the interval recommended by the manufacturers. No piece of equipment shall be left to idle for more than 30 minutes. On-site vehicle speeds shall be limited to 15-miles per hour.

The Contractor shall strictly comply with the City Code Chapter 66.02 for noise control.

This specification in no way relieves the Contractor from operations and maintenance requirements, noise standards, and responsibilities of State Specifications or Federal, State or Local regulations.

9-15 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

Implementation of improvements may require the removal and disposal of yellow traffic stripe and pavement marking materials (paint, thermoplastic, permanent tape, and temporary tape). Yellow paints made prior to 1995 may exceed hazardous waste criteria under Title 22, California Code of Regulations, and require disposal in an approved disposal site.

The contractor shall conduct lead-based paint and asbestos containing material surveys utilizing a certified consultant prior to the modification of the existing H Street Bridge structure.

Prior to construction, environmental and worker protection requirements under Title 8, Section 1532.1 will be implemented. This includes soil sampling to establish soil lead levels, a lead compliance plan, and lead awareness training.

Prior to construction, the contractor shall sample and test soils within the project impact area, which will be disturbed for construction, to determine the possible presence and levels for total lead from aerially deposited lead (ADL) or lead contaminated soils. If the total lead values are above the CAM 17 threshold of 1,000 ppm, then the sample should be tested using the wet test method. If the soil samples exceed hazardous waste criteria under State or Federal standards,

they are to be disposed of at an approved disposal site. The contaminated lead will be handled in a manner that meets both State and Federal standards.

For waste containing metals, the waste is classified as California hazardous when: 1) the total metal content exceeds the respective Total Threshold Limit concentration (TTLC); or 2) the soluble metal content exceeds the respective Soluble Threshold Limit Concentration (STLC) based on the standard Waste Extraction Test (WET). A waste may have the potential of exceeding the STLC when the waste's total metal content is greater than or equal to ten times the respective STLC value, since the WET uses a 1:10 dilution ratio. Hence, when a total metal is detected at a concentration greater than or equal to ten times the respective STLC, and assuming that 100 percent of the total metals are soluble, soluble metal analysis is required. A material is classified as RCRA hazardous, or Federal hazardous, when the soluble metal content exceeds the Federal regulatory level based on the Toxicity Characteristic Leaching Procedure (TCLP). The TTLC value for lead is 1,000 milligrams per kilogram (mg/kg). The STLC and TCLP values for lead are both 5.0 milligrams per liter (mg/l) (for lead TTLC is run on all samples, STLC or WET is run on all samples exceeding 50 mg/l TTLC and TCLP is run on all samples exceeding 1000 mg/l TTLC). The above regulatory criteria are based on chemical concentrations. Wastes may also be classified as hazardous based on other criteria such as ignitability and corrosivity; however, for the purposes of this investigation, toxicity (i.e., lead concentrations) is the primary factor considered for waste classification since waste generated during the construction activities would not likely warrant testing for ignitability or corrosivity. Waste that is classified as either California-hazardous or RCRA hazardous requires management as a hazardous waste.

Prior to construction, the contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan should be supplied by the Contractor.

Prior to removing yellow thermoplastic and yellow painted traffic stripe and pavement marking, personnel who have no prior training should complete a safety training program provided by the Contractor that meets state and federal requirements.

In the event hazardous or contaminated materials, including groundwater, 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, contact the Engineer and schedule their operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request the Contractor 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:

A. All work is to be completed in accordance with the following regulations and requirements:

1. Chapter 6.5, Division 20, California Health and Safety Code.
2. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
3. City of Sacramento Building Code and the Uniform Building Code, 1988 edition.

B. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.

C. 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 hazardous and toxic wastes shall be disposed. 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 shall not be limited to normal working hours.

9-16 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the State Standard Specifications, Section 66 of the City Code, and these special provisions.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. As directed by the City, implement appropriate additional noise mitigation measures that may include changing the location of stationary construction equipment shutting off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, or installing acoustic barriers around stationary construction noise sources.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-17 NIGHT WORK

Night work may be approved subject to the City's noise ordinance.

9-18 AIR QUALITY CONFORMANCE

In order to reduce NO_x emissions from off-road diesel-powered equipment, the Contractor shall provide a plan for approval by the City and the Sacramento Metropolitan Air Quality Management District (SMAQMD) demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet-average 20% NO_x reduction and 45% particulate reduction compared to the most recent CARB fleet average at time of construction.

The Contractor shall submit a comprehensive inventory of all off-road construction equipment to the City, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the Contractor shall provide the City and SMAQMD with the anticipated construction timeline including start date and name and phone number of the project manager and on-site foreman.

In order to control visible emissions from off-road diesel-powered equipment, the Contractor shall ensure that emissions from all off-road diesel-powered equipment used on the project site do not exceed 40% opacity for more than 3 minutes in any 1 hour. Any equipment found to exceed 40% opacity (or Ringelmann 2.0) shall be replaced immediately, and the City shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supersede other SMAQMD or state rules or regulations.

Construction activities shall comply with SMAQMD Rules 403 on fugitive dust and 405 on dust and condensed fumes, so that emissions do not exceed hourly levels as regulated per processing weight.

Construction equipment shall be maintained and tuned at the interval recommended by the manufacturers to minimize exhaust emissions and odors and increase fuel efficiency.

Equipment idling shall be kept to a minimum when equipment is not in use. No piece of equipment shall be left to idle in one place for more than 30 minutes.

On-site vehicle speeds shall be limited to 15 miles per hour on unpaved surfaces. Water exposed soil with adequate frequency to keep soil moist at all times. Cover loads of haul/dump trucks securely. Enclose, cover, or water twice daily any exposed piles of dirt, sand, gravel, or other construction debris.

At a minimum of three times per week, remove from all neighborhood streets all dirt and mud that has been generated from or deposited by construction equipment going to and from the construction site.

Full compensation for complying with the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-19 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED DURING CONSTRUCTION

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 may 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 Engineer will notify the Sacramento County coroner and the Native American Heritage Commission (916/322-7791).

9-20 MAINTENANCE OF TRAFFIC, PUBLIC SAFETY AND CONVENIENCE

The Contractor's attention is directed to Sections 6-6, 6-7, 6-8, 6-9, 6-10 and 34-7 of the City Standard Specifications and to "Public Safety" and "Traffic Control System" located elsewhere in these special provisions.

The construction area signs shall be installed a minimum of five (5) calendar days prior to starting work on the project and shall conform to the details shown on the plans. Full compensation shall be considered as included in the contract prices bid for Construction Area Signs and no additional compensation will be allowed therefor.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

The Contractor shall notify all residents and business owners within and adjacent to the project limits, in writing, five (5) calendar days in advance of beginning work. The notice shall describe the work to be performed, anticipated duration of the construction and list name and phone number of a contractor's representative who can be reached 24 hours a day, seven (7) days a week. The City shall approve the notice. Additional notices shall be sent to residents and businesses affected by the various places of the work, as determined by the Engineer.

Pedestrian access over the river shall be maintained at all times.

Water or dust palliative shall be applied as required elsewhere in these special provisions or as directed by the Engineer for the alleviation and prevention of dust nuisance. This requirement shall apply for the duration of the contract and is not limited to working days.

The Contractor will insure that utility services to customers in the project are maintained.

Access to the levee maintenance roads on both sides of the American River shall be maintained at all times.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at their expense.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in maintaining traffic, public safety and convenience and for notifying properties shall be considered included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

9-21 UTILITIES INFORMATION AND REQUIREMENTS

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 the accuracy thereof.

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 "Subsurface Installations; Membership of Owners in Regional Notification Center, Notice of Excavation; Inquiry Identification Number; Marking Locations; Application of Section; Violations; Penalties" and Section 4217 " Permit to Excavate; Necessity of Inquiry Identification Number, Operative Date of Section."

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 cost of relocating existing overhead or underground utilities not specified on the Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for their own convenience, shall be borne by the Contractor. No sewer laterals shall be cut for the Contractor's convenience on this project.

Full compensation for complying with the requirements of this section, including maintenance and protection of existing utilities and facilities and coordinating with utility owners and agencies, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-22 MAINTAINING EXISTING SANITARY SEWER SYSTEMS AND SERVICES

The Contractor shall be responsible for maintaining the flows in any existing sanitary sewer systems within the limits of the project. Attention is directed to Section 6-19, "Main and Trunk Line Utilities," of the City Standard Specifications.

The Contractor is expected to "pothole" existing underground utilities to determine their exact location and depth at any point where an existing utility line may be in conflict with the proposed work.

Unless otherwise shown on the plans or specified in these special provisions for relocation of existing sewer systems, existing sewer services, which are not in conflict with the proposed improvements, may not be cut to facilitate the Contractor's work. Where sewer services are encountered during the construction of the planned improvements they shall be exposed by hand excavation and protected from damage.

No additional compensation will be paid to the Contractor for maintenance and protection of existing sanitary sewer systems or sewer services as specified in these Special Provisions. The cost of such work shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-23 MAINTAINING EXISTING WATER SYSTEMS AND SERVICES

The Contractor shall be responsible for maintaining existing water systems and service to all developed properties within the limits of the project. Attention is directed to Section 6-19, "Main and Trunk Line Utilities," of the City Standard Specifications.

The Contractor is expected to "pothole" existing underground utilities to determine their exact location and depth at any point where an existing utility line may be in conflict with the proposed work.

The Contractor, at their option, may cut existing water services or tunnel beneath them. All water services to be cut by trench excavation or other construction activities shall become the responsibility of the Contractor to repair. Maximum time of interruption of water service to any residence shall be four (4) hours.

Should the Contractor choose to cut existing water services rather than tunnel beneath them, the Contractor shall notify the Engineer at least three (3) working days in advance to allow City crews to give residences and businesses twenty-four (24) hour notice of the interruption in water service.

No additional compensation will be paid to the Contractor for maintenance of existing water systems. The cost of such work shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

In addition, no compensation will be paid to the Contractor for the repair by City crews of any water services accidentally or purposely cut by the Contractor. Also, all work performed by City crews to cut and repair existing water services at the request of the Contractor shall be at the Contractor's expense. The cost of such work shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-24 MAINTAINING EXISTING DRAINAGE SYSTEMS

The Contractor shall be responsible for maintaining existing drainage systems within the limits of the project until any new drainage improvements to be constructed by the project are completed in-place and functioning. Any work performed by City crews to repair and maintain existing drainage systems shall be at the Contractor's expense.

No additional compensation will be paid to the Contractor for maintenance of the existing drainage facilities. The cost of such work shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-25 MAINTAINING EXISTING ELECTRICAL FACILITIES

Maintaining Existing Electrical Facilities shall be in accordance with Section 34-7 of the City Standard Specifications and these Special Provisions.

9-26 TEMPORARY DIVERSION/BYPASS OF EXISTING SEWER, WATER, OR DRAINAGE FLOWS

Should it become necessary for the Contractor to temporarily divert, bypass, or impound flows carried by existing sewer, water, and drainage systems through or around the construction operations within the limits of a project, the Contractor shall prepare a plan of such diversion, bypass, or impoundment and submit the, plan to the Engineer for approval.

The plan shall be sufficiently detailed so as to illustrate the concept proposed. The plan shall also provide information on the quantity of flow to be conveyed by the diversion or bypass system or the volume to be impounded. The plan shall also indicate the number, size, and material type(s) of any pipes, the size and configuration of any channel, and the size and configuration of any impoundment basin to be used.

The plan for temporary diversion or bypassing of existing sewer, water, or drainage flows shall be submitted to the Engineer a minimum of (15) working days prior to the start of work on any temporary system. The Contractor shall not begin work on any temporary diversion, bypass, or impoundment system until an approved plan is on file with the Engineer.

No additional compensation will be paid to the Contractor for temporary diversion, bypassing, or impoundment of existing drainage, sewer, or water flows. The cost of such work shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-27 EMERGENCY SEWER, WATER, AND DRAINAGE SERVICE

The Contractor's attention is directed to Section 5-12, "Provisions for Emergencies," of the City Standard Specifications. Whenever, in the opinion of the Engineer, there arises an emergency situation, within the limits of the project that involves maintenance of sewer, water, or drainage service to existing properties, or a situation that poses a danger to public safety, or inconvenience and/or unreasonable nuisance to the general public, City's forces may be called upon to perform any work necessary to relieve the emergency.

If such emergency is the result of negligence by the Contractor, the cost of any corrective measures taken or work performed by City crews shall be billed directly to the Contractor or may be deducted from any payments owed to the Contractor. The performance of any such emergency work by the City forces shall not relieve the Contractor of any responsibilities, obligations, or liabilities under the contract for the project.

9-28 WORK PERFORMED BY CITY CREWS

The Contractor is advised that the City retains the option of performing with City crews, all or a portion of any work involved in relocating, repairing, or otherwise restoring existing sewer, water, and drainage systems and services to developed properties within the limits of the project that may be in conflict, with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City and shall be at the Contractor's expense.

Should the Contractor desire City forces to cut and repair existing water, sewer, or drain services, the Contractor shall contact the Engineer at least ten (10) working days in advance to schedule and coordinate the work.

9-29 HEALTH AND SAFETY

The Contractor is warned that existing sewers and appurtenances have been exposed to sewage. 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 their personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the potential 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 their 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 their own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfect ion shall be provided by the Contractor at their 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.

9-30 TRENCH EXCAVATION AND BACKFILL

Trench excavation and backfill in all streets shall meet the applicable requirements of Sections 10, 14 and 26 of the City Standard Specifications and these Special Provisions.

9-31 DEWATERING

Contractor shall be responsible for any and all dewatering necessary to construct the project improvements complete in place. Full compensation for furnishing all labor, material, tools equipment and incidentals and for all work involved in dewatering shall be considered as included in the prices bid for various contract items or work and no additional compensation will be allowed therefor.

Dewatering activities required to maintain dry conditions on the construction site shall employ methods that minimize flow rate and volume of groundwater extracted, thereby reducing the potential for contamination to be pulled upward into the construction site.

Any portion of the groundwater extraction system open to the atmosphere (i.e., accessible by manholes) shall be monitored during dewatering activities for the emission of VOC vapors that could pose a threat to construction workers or passerby, and a contingency plan shall be developed that specifies required actions in the event that VOC vapors are detected.

Discharge of extracted groundwater to the City or regional sanitary sewer is to be reviewed for authorization by the City or County, respectively, in compliance with its obligations to meet standards established by the Central Valley Regional Water Quality Control Board (CVRWQCB). If extracted groundwater to be discharged into the sewer systems exceeds maximum contaminant levels established by the State of California, the integrity of the sewer lines through which groundwater will be discharged shall be assessed by the City or County to ensure that unacceptable contaminants do not leak from the sewer line.

If the City or the regional treatment plant determines that the groundwater extracted during dewatering activities does not meet applicable standards for discharge into the City sewer system, the Contractor shall implement a system to treat groundwater to standards established by the CVRWQCB, the City or the regional treatment plant. In the event that a system to treat the groundwater for contaminants is required, such work will be paid for in accordance with Section 4-6, "Extra Work," of the City Standard Specifications.

Dewatering or diversions of the low flow summer drainage channel in the Natomas East Main Drain Channel is limited to bent removal and must occur between June 1 and October 1. The diversion must be limited to approximately 45 linear feet of the creek and for no more than one week.

9-32 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipe, manholes, 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 26-5 "Laying Pipe," of the City Standard Specification. 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 of work and no additional compensation shall be allowed therefor.

9-33 PAVEMENT CUTTING

Attention is directed to "Roadway Excavation" of 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 the limits of excavation are located within twelve inches (12") of the edge of existing pavement, 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 no additional compensation will be allowed therefor.

9-34 MOBILIZATION AND PROTECTION OF EXISTING IMPROVEMENTS

Mobilization shall conform to the provisions in Section 11, "MOBILIZATION," of the State Standard Specifications.

Existing improvements and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, fences, walls and other improvements including existing pavements, sidewalks, street improvements, landscape irrigation 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.

Work that requires removal of portions of existing landscape irrigation systems shall be performed without impact to the operation of the remaining irrigation system. Any repairs to existing irrigation system that becomes necessary as result of the contractor's operations, shall be performed by the contractor with personnel qualified for landscape irrigation construction. Repair work shall be completed to the satisfaction of the Engineer. Repaired landscape irrigation shall be operational within 72 hours from the time the irrigation system was damaged.

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 shall be required to repair all damage to existing improvements.

The cost for mobilization and protection of existing improvements shall be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

9-35 PROTECTION OF TREES

During construction the Contractor shall follow the procedures necessary to protect existing trees. All work near existing trees shall be coordinated with the Engineer who will consult the City Arborist, Dan Pskowski of Park and Recreation Tree Services Section, phone number 808-6345. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

- The Contractor shall hire an International Society of Arboriculture (ISA) – certified arborist to conduct any pruning or root inspections.
- No storage of materials or parking of vehicles may occur within the drip-lines of the trees.
- If, during construction grading, 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 the root shall not be cut unless the Arborist approves. Roots approved by the Arborist to be severed during the course of project construction shall be neatly trimmed. If a large number of roots require cutting, the tree will then have to be evaluated by the certified Arborist for possible removal.
- If construction activities will affect any of the limbs of the trees, a certified Arborist (certified by International Society of Arborists, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the Arborist to be severed during the course of project construction shall be neatly trimmed.
- The Contractor shall be responsible for damages to trees not scheduled for removal. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide, "Guide to Plant Appraisal." The Contractor's responsibility for damaged trees will be determined by the City Arborist.

Pruning will be allowed by permit, when approved by the City Arborist for equipment clearance. Any and all pruning shall be done under the direction of the City 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 bid for various contract items of work and no additional compensation will be allowed therefor.

9-36 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the Special Provisions 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.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices bid for the various items of work and no additional compensation will be allowed therefor.

9-37 MANUFACTURER'S DIRECTION

Manufactured articles, material and equipment shall be applied, installed, connected, erected, adjusted, tested, used, cleaned, and conditioned as recommended by the manufacturer. Copies of the manufacturer's installation instructions and procedures shall be submitted to the Engineer ten (10) working days prior to the installation of manufacturer's articles, material and equipment.

9-38 DEDUCT ITEMS/ELIMINATION OF WORK

The City reserves the right to deduct bid items included in the Sealed Proposal submitted by the Contractor without any compensation allowed therefore.

Additionally, the City reserves the right to eliminate work. The quantities of work eliminated shall be determined and agreed between the Contractor and Engineer. The Contractor's unit price bid shall be used in determining the total amount of work eliminated. The Contractor shall not be entitled to any compensation for elimination of the work. The contract days shall not change as a result of any deductions or elimination of work.

9-39 PROTECTION OF SURVEY MONUMENTS

Contractor is responsible to verify that arrangements have been made for preserving all permanent survey monuments that will be affected by the work. Contractor is responsible for preserving all permanent survey monuments, which are not proposed to be disturbed. Contractor shall provide a minimum of ten (10) working days notice to Engineer prior to disturbance or removal of permanent survey monuments. Engineer shall coordinate with Contractor to reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Section 8771 of the Professional Land Surveyors Act in the Business and Professions Code of the State of California

9-40 REMOVAL OF UNDERGROUND SERVICE ALERT (USA) MARKINGS

USA markings (painted or other) within the limits of the project shall be removed upon completion of excavation or other activities that may impact the utilities.

The limits of removal shall be along the length of the project and width of the roadway from edge of sidewalk or pavement to edge of sidewalk or pavement. Removal shall be by sand blasting, high-pressure wash or a method approved by the Engineer.

Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the USA markings were placed.

The Contractor shall be responsible for restoring striping or painting inadvertently removed by the removal of USA markings.

Exceptions to removing USA markings include operations which will overlay, slurry seal or reconstruct the pavement and sidewalk and by there very nature will cover or remove the USA markings during the course of construction.

The cost of removal USA markings shall be considered as included in the prices bid for the various items of work and no additional compensation will be allowed therefor.

9-41 CLEANING UP

Section 4-2 of the City Standard Specifications is amended to read as follows:

The Contractor shall not allow the site of the work to become littered with trash, debris, garbage or waste material but shall maintain the site in a neat, orderly and healthful condition until completion and acceptance of the work.

Before final inspection of the work, the Contractor shall clean the work site, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, construction markings (by the Contractor for their benefit) and equipment. All parts of the work shall be in a neat and presentable condition. Full compensation for cleaning up is included in the prices bid for the various contract items of work, and no additional compensation will be allowed therefor.

* END OF SECTION *

SECTION 10 – ITEMS OF THE PROPOSAL

ITEM NO. 1 - WATER POLLUTION CONTROL

GENERAL

Summary

Discharges of storm water from the project must comply with NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002) hereinafter called the "Permit." Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including work items shown in the Bid Item List for:

1. Prepare Storm Water Pollution Prevention Plan. SWPPP preparation includes obtaining SWPPP approval, amending the SWPPP, preparing a CSMP and a SAP, and monitoring and inspecting WPC practices at the job site.
2. Storm Water Annual Report. Storm Water Annual Report preparation includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance.
3. Storm Water Sampling and Analysis Day. Storm Water Sampling and Analysis Day includes reporting of storm water quality per qualifying rain event. If specified for the risk level, the work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents.
4. Rain Event Action Plan. If specified for the project risk level, REAP preparation includes preparing and submitting REAP forms and monitoring weather forecasts.

Do not start work until:

1. SWPPP is approved.
2. WDID is issued.
3. SWPPP review requirements have been fulfilled. If the RWQCB requires time for SWPPP review, allow 30 days for the RWQCB to review the SWPPP as specified under "Submittals" of these special provisions.

This project is Risk Level 2.

Definitions and Abbreviations

active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.
BMPs: Best Management Practices are water pollution control practices.
construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.
CSMP: Construction Site Monitoring Program.
NAL: Numeric Action Level.
NEL: Numeric Effluent Limit.
NPDES: National Pollutant Discharge Elimination System.
NOI: Notice of Intent.
normal working hours: The hours you normally work on this project.
Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."
QSD: Qualified SWPPP Developer.
QSP: Qualified SWPPP Practitioner.

qualified rain event: A qualified rain event is a storm that produces at least 12 mm of precipitation with a 48 hour or greater period between storms.
REAP: Rain Event Action Plan.
RWQCB: Regional Water Quality Control Board.
SAP: Sampling and Analysis Plan.
SSC: Suspended Sediment Concentration.
SWRCB: State Water Resources Control Board.
SWPPP: Storm Water Pollution Prevention Plan.
WDID: Waste Discharge Identification Number.
WPC: Water Pollution Control.
WPC Manager: Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the SWPPP and oversees revisions and amendments to the SWPPP.

Submittals

Within 20 days after contract approval, start the following process for SWPPP approval:

1. Submit 3 copies of the SWPPP and allow 20 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete SWPPP is resubmitted.
3. When the Engineer approves the SWPPP, submit an electronic and 4 printed copies of the approved SWPPP.
4. If the RWQCB reviews the approved SWPPP, the Engineer submits one copy of the approved SWPPP to the RWQCB for their review and comment. RWQCBs requiring time to review SWPPPs include:

   4.1. Central Valley Regional Water Quality Control Board

5. If the Engineer requests changes to the SWPPP based on RWQCB comments, amend the SWPPP within 10 days.

Submit:

1. Storm water training records including training dates and subjects for employees and subcontractors. Include dates and subjects for ongoing training, including tailgate meetings.
2. Employee training records:

   2.1. Within 5 days of SWPPP approval for existing employees
   2.2. Within 5 days of training for new employees
   2.3. At least 5 days before subcontractors start work for subcontractor's employees

Prepare a Storm Water Annual Report for the reporting period from July 1st to June 30th. For the prior reporting period, submit the report no later than July 15th if construction occurs from July 1st through June 30th or within 15 days after contract acceptance if construction ends before June 30th.

Submit the Storm Water Annual Report as follows:

1. Submit 2 copies of the Storm Water Annual Report and allow 10 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the Storm Water Annual Report within 5 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete Storm Water Annual Report is resubmitted.

3. When the Engineer accepts the Storm Water Annual Report, insert the WPC Manager's signed certification and the Engineer's signed certification.

Submit one electronic copy and 2 printed copies of the accepted Storm Water Annual Report.
Submit as required:

1. NAL Exceedance Reports
2. NEL Exceedance Reports
3. Visual Monitoring Reports
4. Inspection Reports
5. BMP Status Report

At least 5 days before operating any construction support facility, submit:

1. A plan showing the location and quantity of WPC practices associated with the construction support facility
2. A copy of the NOI approved by the RWQCB and the SWPPP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

Quality Control and Assurance

Training

Provide storm water training for:

1. Project managers
2. Supervisory personnel
3. Employees involved with WPC work

Train all employees, including subcontractor's employees, in the following subjects:

1. WPC rules and regulations
2. Implementation and maintenance for:

2.1. Temporary Soil Stabilization
2.2. Temporary Sediment Control
2.3. Tracking Control
2.4. Wind Erosion Control
2.5. Material pollution prevention and control
2.6. Waste management
2.7. Non-storm water management
2.8. Identifying and handling hazardous substances
2.9. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial WPC training before working on the job site.
Conduct weekly training meetings covering:

1. WPC BMP deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control
4. Material delivery, storage, use, and disposal
5. Waste management
6. Non-storm water management procedures

Training for personnel to collect water quality samples must include:

1. SAP review
2. Health and safety review
3. Sampling simulations

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using WPC practices.
Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; obtain coverage under the General Industrial General Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve one or more contracts

Discharges from manufacturing facilities such as batch plants must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the SWRCB for "Discharge of Stormwater Associated with Industrial Activities Excluding Construction Activities." For the General Industrial Permit, go to:

http://www.waterboards.ca.gov/

You may obtain copies of the Preparation Manual from the Publication Distribution Unit. The mailing address for the Publication Distribution Unit is:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other WPC references are available at the Department's "Construction Storm Water and Water Pollution Control" Web site. For the Web site, go to:

http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

Water Pollution Control Manager

Assign one WPC Manager to implement the SWPPP. The WPC Manager must comply with the Permit qualifications for a QSP and a QSD. You may assign a different QSD to prepare the SWPPP.

The QSD must have the following qualifications:

1. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" web site
2. Registration or certification described in the Permit

The QSP must meet the qualifications of the QSD or have the following certifications:

1. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" web site
2. Certification described in the Permit

At the job site, the WPC Manager must:

1. Be responsible for WPC work
2. Be the primary contact for WPC work
3. Oversee the maintenance of WPC practices
4. Oversee and enforce hazardous waste management practices
5. Have the authority to mobilize crews to make immediate repairs to WPC practices
6. Ensure that all employees have current water pollution control training
7. Implement the approved SWPPP and amend the SWPPP when required

WPC Manager must oversee:

1. Inspections of WPC practices identified in the SWPPP
2. Inspections and reports for visual monitoring
3. Preparation and implementation of REAPs
4. Sampling and analysis
5. Preparation and submittal of:

5.1. NAL exceedance reports
5.2. NEL exceedance reports
5.3. SWPPP annual certification
5.4. Annual reports
5.5. BMP status reports

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

General

SWPPP work includes preparing a SWPPP including a CSMP, obtaining SWPPP approval, amending the SWPPP, inspecting and reporting on WPC practices at the job site. The SWPPP must comply with the Preparation Manual and the Permit. The SWPPP must be submitted in place of the water pollution control program under Section 7-1.01G, "Water Pollution," of the State Standard Specifications.

You may request, or the Engineer may order, changes to the WPC work. Changes may include the addition of new WPC practices. Additional WPC work will be paid for as extra work under Section 4-1.03D, "Extra Work," of the State Standard Specifications.

The SWPPP must include sections as specified for the project risk level as follows:

1. For risk level 1:

1.1. Schedule
1.2. CSMP

2. For risk level 2:

2.1. Schedule
2.2. CSMP
2.3. Adherence to Effluent Standards for NALs
2.4. REAP

3. For risk level 3:

3.1. Schedule
3.2. CSMP
3.3. Adherence to Effluent Standards for NALs and NELs
3.4. REAP

The SWPPP must include WPC practices for:

1. Storm water and non-stormwater from areas outside of the job site related to project work activities such as:

1.1. Staging areas
1.2. Storage yards
1.3. Access roads

2. Activities or mobile operations related to contractor obtained NPDES permits
3. Construction support facilities

The SWPPP must include a copy of permits obtained by the Department such as Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 Certifications, and RWQCB Waste Discharge Requirements for Aerially Deposited Lead Reuse.

Amend the SWPPP annually and resubmit it by July 15th.

Amend the SWPPP if:

1. Changes in work activities could affect the discharge of pollutants
2. WPC practices are added by change order work
3. WPC practices are added at your discretion
4. Changes in the amount of disturbed soil are substantial
5. Objectives for reducing or eliminating pollutants in storm water discharges have not been achieved

6. There is a Permit violation

Whenever you amend the SWPPP, follow the same process specified for SWPPP approval. Retain a printed copy of the approved SWPPP at the job site.

SWPPP Schedule

The SWPPP schedule must:

1. Describe when work activities will be performed that could cause the discharge of pollutants into storm water
2. Describe WPC practices associated with each construction phase
3. Identify soil stabilization and sediment control practices for disturbed soil areas

Construction Site Monitoring Program (CSMP)

General

The QSD must prepare a CSMP as part of the SWPPP. The CSMP must be developed before starting work and be revised to reflect current construction activities as necessary.

The CSMP must include sections for the project risk level as follows:

1. For risk level 1:

1.1. Visual Monitoring
1.2. SAP for Non-Visible Pollutants

2. For risk level 2:

2.1. Visual Monitoring
2.2. SAP for Non-Visible Pollutants
2.3. SAP for sediment and turbidity
2.4. SAP for pH

3. For risk level 3:

3.1. Visual Monitoring
3.2. SAP for Non-Visible Pollutants
3.3. SAP for sediment and turbidity
3.4. SAP for pH
3.5. SAP for receiving waters
3.6. SAP for temporary active treatment systems

Visual Monitoring

The WPC Manager must oversee the performance of visual inspections for qualifying rain events.

For each qualifying rain event, perform visual inspections and record observations during normal working hours as follows:

1. Record the time, date, and rain gauge reading

2. Observe:

2.1. Within 2 days before the storm:

2.1.1. Drainage areas for spills, leaks, or uncontrolled pollutants
2.1.2. Proper implementation of WPC practices
2.1.3. Storm water storage areas for leaks and adequate freeboard

2.2. Every 24 hours during the storm:

2.2.1. WPC practices for effective operation
2.2.2. WPC practices needing maintenance and repair

2.3. Within 2 days after the storm event:

2.3.1. Discharge locations
2.3.2. WPC practices to evaluate the design, implementation, and effectiveness
2.3.3. To identify where additional WPC practices may be needed

Perform non-stormwater discharge visual inspections as follows:

1. At least once during each of the following periods:

1.1. January through March
1.2. April through June
1.3. July through September
1.4. October through December

2. Observe flowing and contained storm water for the presence of floating and suspended materials, sheen on the surface, discoloration, turbidity, odors, and sources of observed pollutants
3. Observe the job site for the presence of authorized and unauthorized non-stormwater discharges and their sources

The WPC Manager must prepare visual inspection reports that include the following:

1. Name of personnel performing the inspection, inspection date, and date inspection report completed
2. Storm and weather conditions
3. Locations and observations
4. Corrective actions taken

Maintain visual inspections reports at the job site as part of the SWPPP.

Sampling and Analysis Plan (SAP)

General

Include a SAP in the CSMP to monitor the effectiveness of WPC practices.

The SAP must comply with the Preparation Manual.

Assign trained personnel to collect water quality samples. Document their training in the SAP.

Describe the following water quality sampling procedures in the SAP:

1. Sampling equipment
2. Sample preparation
3. Collection
4. Field measurement methods
5. Analytical methods
6. Quality assurance and quality control
7. Sample preservation and labeling
8. Collection documentation
9. Sample shipping
10. Chain of custody
11. Data management and reporting
12. Precautions from the construction site health and safety plan
13. Laboratory selection and certifications

Whenever assigned field personnel take samples, comply with the equipment manufacturer's recommendation for collection, analysis methods, and equipment calibration.

Samples taken for laboratory analysis must follow water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants."

The SAP must identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method. For a list of State-certified laboratories, go to:

http://www.cdph.ca.gov/certlic/labs/Pages/ELAP.aspx

Include procedure for sample collection during precipitation.
Retain water quality sampling documentation and analytical results with the SWPPP at the job site.

Show pollutant sampling locations on SWPPP drawings.

If discharges or sampling locations change because of changed work activities or knowledge of site conditions, amend the SAP.

If the project is risk level 2 or risk level 3, include procedures for collecting and analyzing at least 3 samples for each day of each qualifying rain event. Describe the collection of effluent samples at all locations where the storm water is discharged off-site.

Analytical Results and Evaluation

Submit an electronic copy (in file format .xls, .txt, .csv, .dbs, or .mdb) and a printed copy of water quality analytical results, and quality assurance and quality control within 48 hours of field analysis sampling, and within 30 days for laboratory analysis. Also provide an evaluation of whether the downstream samples show levels of the tested parameter that are higher than the control sample.

Electronic water quality analysis results must have the following information:

1. Sample identification number
2. Contract number
3. Constituent
4. Reported value
5. Analytical method
6. Method detection limit
7. Reported limit

SAP for Non-Visible Pollutants

The SAP must include a description of the sampling and analysis strategy for monitoring non-visible pollutants.

The SAP must identify potential non-visible pollutants present at the job site associated with any of the following:

1. Construction materials and waste
2. Existing contamination due to historical site usage
3. Application of soil amendments, including soil stabilization materials, with the potential to change pH or contribute toxic pollutants to storm water

SWPPP drawings must show the locations planned for storage and use of potential non-visible pollutants.

The SAP must include sampling procedures for the following conditions when observed during a storm water visual inspection. For each of the following, collect at least one sample for each qualifying storm event:

1. Materials or waste containing potential non-visible pollutants that are not stored under watertight conditions
2. Materials or waste containing potential non-visible pollutants that are stored under watertight conditions, but a breach, leakage, malfunction, or spill is observed; the leak or spill has not been cleaned up before precipitation; and material or waste could discharge non-visible pollutants to surface waters or drainage system
3. Chemical applications, including fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound used during precipitation or within 24 hours preceding precipitation, and could discharge pollutants to surface waters or drainage system
4. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to storm water runoff and discharge pollutants to surface waters or drainage system, unless available independent test data indicates acceptable concentrations of non-visible pollutants in the soil amendment
5. Storm water runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems

The SAP must provide sampling procedures and schedule for:

1. Sample collection during the first 2 hours of each rain event that generate runoff
2. Sample collection during normal working hours
3. Each non-visible pollutant source
4. Uncontaminated control sample

The SAP must identify locations for sampling downstream and control samples, and reasons for selecting those locations. Select control sample locations where the sample will not come in contact with materials, waste, or areas associated with potential non-visible pollutants or disturbed soil areas.

SAP for Sediment and Turbidity

If the project is risk level 2 or risk level 3, sample and analyze for turbidity:

Parameter	Test Method	Detection Limit (Min)	Unit
Turbidity	Field test with calibrated portable instrument	1	NTU

SAP for pH

If the project is risk level 2 or risk level 3, sample and analyze for pH:

Parameter	Test Method	Detection Limit (Min)	Unit
pH	Field test with calibrated portable instrument	0.2	pH units

SAP for Receiving Waters

If the project is risk level 3, describe procedures for obtaining samples from representative and accessible locations:

1. Upstream of the discharge point
2. Downstream of the discharge point

Show receiving water sampling locations on SWPPP drawings.
If there are several discharge points, describe procedures for obtaining samples from a single upstream and a single downstream location.

Rain Event Action Plan (REAP)

REAP work includes preparing and submitting REAP forms and monitoring weather forecasts. The WPC Manager must submit a REAP to protect the job site at least 48 hours before a predicted rain event.

Prepare a REAP when the National Weather Service is predicting at least a 50 percent probability of precipitation within 72 hours.

For the REAP, use approved forms and include:

1. Site location
2. Risk level
3. Contact information including 24-hour emergency phone numbers for:

3.1. WPC Manager
3.2. Erosion and sediment control providers or subcontractors
3.3. Storm water sampling providers or subcontractors

4. Storm Information
5. Construction phase information for:

5.1. Highway Construction including active and inactive areas for work activities for building roads and structures
5.2. Plant Establishment including maintenance on vegetation installed for final stabilization where areas are inactive
5.3. Suspension where work activities are suspended and areas are inactive

6. Construction phase information including:

6.1. Construction activities
6.2. Subcontractors and trades on the job site
6.3. Pre-storm activities including:

6.3.1. Responsibilities of the WPC Manager
6.3.2. Responsibilities of the crew and crew size
6.3.3. Stabilization for active and inactive disturbed soil areas
6.3.4. Stockpile management
6.3.5. Corrective actions taken for deficiencies identified during pre-storm visual inspection

6.4. Activities to be performed during storm events including:

6.4.1. Responsibilities of the WPC Manager
6.4.2. Responsibilities of the crew and crew size
6.4.3. BMP maintenance and repair

6.5. Description of flood contingency measures

You must have the REAP onsite at least 24 hours before a predicted rain event. A printed copy of each REAP must be at the job site as part of the SWPPP.

Implement the REAP including mobilizing crews to complete activities no later than 24 hours before precipitation occurs.

IMPLEMENTATION REQUIREMENTS

SWPPP Implementation

Obtain, install, and maintain a rain gauge at the job site. Observe and record daily precipitation. Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

http://www.srh.noaa.gov/forecast

Whenever you or the Engineer identifies a deficiency in the implementation of the approved SWPPP:

1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction
2. Correct the deficiency before precipitation occurs

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.

Continue SWPPP implementation during any temporary suspension of work activities.

Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

Numeric Action Levels (NALs)

If the project is risk level 2 or risk level 3, then it is subject to NALs:

Parameter	Test Method	Detection Limit (Min)	Unit	Numeric Action Level
pH	Field test with calibrated portable instrument	0.2	pH units	Lower NAL = 6.5 Upper NAL = 8.5
Turbidity	Field test with calibrated portable instrument	1	NTU	250 NTU

Numeric Effluent Limits (NELs)

The storm event daily average for storms up to the 5-year, 24-hour storm, must not exceed the NEL for turbidity.

The daily average sampling results must not exceed the NEL for pH.

Storm Water Sampling and Analysis Day

Storm Water Sampling and Analysis Day work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents. If the project is risk level 2 or risk level 3, and there is a qualified rain event that produces runoff, comply with the project's SAP for preparation, collection, analysis, and reporting of storm water samples. Collect:

1. Samples for each non-visible pollutant source and a corresponding uncontaminated control sample
2. Samples for turbidity, pH, and other constituents as specified
3. At least 3 samples for each day of each qualifying rain event
4. Samples for all locations where the storm water is discharged off-site

Perform sample collection during:

1. First 2 hours of each qualified rain event that produces runoff
2. Normal working hours

If the project is risk level 3, obtain receiving water samples.

You are not required to physically collect samples during dangerous weather conditions such as flooding or electrical storms.

If downstream samples show increased levels, assess WPC practices, site conditions, and surrounding influences to determine the probable cause for the increase.

Inspection

The WPC Manager must oversee inspections for WPC practices identified in the SWPPP:

1. Before a forecasted storm
2. After precipitation that causes site runoff
3. At 24-hour intervals during extended precipitation
4. On a predetermined schedule, a minimum of once a week

The WPC Manager must oversee daily inspections of:

1. Storage areas for hazardous materials and waste
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities
4. WPC practices specified under "Construction Site Management" of these special provisions

The WPC Manager must use the Storm Water Site Inspection Report provided in the Preparation Manual.

The WPC Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed WPC practices
2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the WPC Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report

REPORTING REQUIREMENTS

Storm Water Annual Report

Storm Water Annual Report work includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance. The WPC Manager must prepare a Storm Water Annual Report. The report must:

1. Use an approved report format
2. Include project information including description and location
3. Include storm water monitoring information including:

3.1. Summary and evaluation of sampling and analysis results including laboratory reports
3.2. Analytical methods, reporting units, detections limits for analytical parameters
3.3. Summary of corrective actions
3.4. Identification of corrective actions or compliance activities that were not implemented
3.5. Summary of violations
3.6. Names of individuals performing storm water inspections and sampling
3.7. Logistical information for inspections and sampling including location, date, time, and precipitation
3.8. Visual observations and sample collection records

4. Include documentation on training for:

4.1. Individuals responsible for NPDES permit compliance
4.2. Individuals responsible for BMP installation, inspection, maintenance, and repair
4.3. Individuals responsible for preparing, revising, and amending the SWPPP

NAL Exceedance Report

If the project is risk level 2 or risk level 3 and an effluent sample exceeds a NAL, notify the Engineer and submit a NAL Exceedance Report no later than 48 hours after the conclusion of the storm event. The report must:

1. Include the following field sampling results and inspections:

1.1. Analytical methods, reporting units, and detection limits
1.2. Date, location, time of sampling, visual observation and measurements
1.3. Quantity of precipitation of the storm event

2. Description of BMPs and corrective actions taken to manage NAL exceedance

NEL Violation Report

If the project is risk level 3 and an NEL is exceeded, notify the Engineer and submit a NEL Violation Report within 6 hours. The report must:

1. Include the following field sampling results and inspections:

1.1. Analytical methods, reporting units, and detection limits
1.2. Date, location, time of sampling, visual observations and measurements
1.3. Quantity of precipitation of the storm event

2. Description of BMPs and corrective actions taken to manage NEL exceedance

If the project is risk level 2 or risk level 3, submit all sampling results to the Engineer no later than 48 hours after the conclusion of a storm event.

Payment:

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the SWPPP and CSMP, inspecting water pollution control practices, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

For projects with 60 working days or less, payments for SWPPP are made as follows:

1. After the Engineer approves the SWPPP, the Department includes up to 75 percent of the bid item price in the monthly progress estimate
2. After contract acceptance, the Department pays for the remaining percentage of the bid item price

For projects with more than 60 working days, payments for SWPPP are made as follows:

1. After the Engineer approves the SWPPP, the Department includes up to 50 percent of the bid item price in the monthly progress estimate

2. The Department pays 40 percent of the bid item price over the life of the contract
3. After contract acceptance, the Department pays for the remaining 10 percent of the bid item

If risk level 2 or 3, the Department pays $500 for each Rain Event Action Plan submitted. The contract lump sum price paid for Water Pollution Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of Rain Event Action Plan forms, and monitoring weather forecasts as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of rain event action plans submitted. Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications does not apply.

The Department pays $2,000 for each Storm Water Annual Report submitted. The contract lump sum price paid for Water Pollution Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of Storm Water Annual Report as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of storm water annual reports submitted. Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications does not apply.
The work to complete the final Storm Water Annual Report contract item is excluded from Section 7-1.17, "Acceptance of Contract," of the State Standard Specifications.

If risk level 2 or 3, the contract lump sum price paid for Water Pollution Control include includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation, collection, analysis, and reporting of storm water samples per qualifying rain event as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of storm water sampling and analysis day. Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications does not apply.

You may request or the Engineer may order laboratory analysis of storm water samples. Laboratory analysis of storm water samples will be paid for as extra work under Section 4-1.03D, "Extra Work," of the State Standard Specifications.

The Department does not pay for the preparation, collection, laboratory analysis, and reporting of storm water samples for non-visible pollutants if WPC practices are not implemented before precipitation or if a failure of a WPC practice is not corrected before precipitation.

The Department does not pay for implementation of WPC practices in areas outside the highway right-of-way not specifically provided for in the plans or in the special provisions.
The Department does not pay for WPC practices installed at your construction support facilities.

WPC practices for which there are separate bid items of work are measured and paid for as those bid items of work.

For each failure to submit a completed Storm Water Annual Report, the Department withholds $10,000. This withhold is in addition to other withholds under Section 9-1.053, "Performance Failure Withholds," of the State Standard Specifications.

Each failure to comply with any part of these special provisions and each failure to implement water pollution control practices are considered separate performance failures.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with because the RWQCB fails to review the SWPPP within the specified time, you will be compensated for resulting losses and an extension of time will be granted under Section 8-1.09, "Delays," of the State Standard Specifications.

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ITEM NO. 2 - TRAFFIC CONTROL SYSTEM

The work consists of providing traffic control as required to complete the items of work shown on the plans and as described in these special provisions.

The Contractor's attention is directed to Sections 6-6, "Public Convenience and Safety," and 6-10, "Traffic Control Requirements" of the City Standard Specifications, Section 12, "Construction Area Traffic Control Devices," of the State Standard Specification, and "Public Safety", "Maintenance of Traffic, Public Safety and Convenience" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 6-6 and 6-10 of the City Standard Specifications.

A traffic control system shall consist of closing traffic lanes, modifying traffic signals and developing and maintaining traffic detour in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these special provisions.

The Contractor shall provide 48-hour advance notification to the occupants of property to which the existing access will be closed for a period of time exceeding two hours. Notification may be verbal to the occupant of the property or by written notice placed on or near the building entrance or the property access point to be closed.

Traffic control devices, including signs, temporary traffic signals and temporary modifications to existing traffic signals, shall be utilized to route traffic and minimize impacts on the general public in conformance with these special provisions, as shown on the plans and as approved by the Engineer.

The Contractor shall submit to the Engineer for review and approval, at or prior to the pre-construction meeting, a plan showing traffic control measures for vehicles and pedestrians affected by the construction work. The traffic control plan shall include temporary signing and striping, denoting exact location of temporary sign placement. The City shall review and

approve the plan within 15 working days. The plan shall be developed in accordance with the plans and within the following parameters:

The Contractor shall furnish and install temporary traffic stripes and maintain temporary construction warning signs, lighting, signals, flaggers, barricades, striping, markings 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 pedestrian traffic within and through the limits of the project during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

Two (2) changeable message boards shall be placed five (5) working days prior to start of work, one in each direction, and shall be used through the duration of the project.

A minimum of two (2) lanes of traffic in each direction shall be maintained on H Street within the limits of the project from 7:00 a.m. to 8:30 a.m. and from 4:00 p.m. to 6:00 p.m. A minimum of one (1) lane in each direction shall be maintained on H Street within the limits of the project at all other times.

All work shall be performed during the daylight hours on Monday through Friday unless otherwise approved by the Engineer. Work that impacts traffic shall be limited to between 8:30 a.m. and 4:00 p.m. on Monday through Friday, unless otherwise approved by the Engineer.

Work will be allowed on Saturday (7:00 a.m. to 5:00 p.m.) and Sunday (9:00 a.m. to 5:00 p.m.) as approved by the Engineer, with special attention to the City noise ordinance. The Contractor shall request approval to work weekends two (2) weeks in advance.

Weekend lane closures will be allowed from Friday 8:00 p.m. through Monday 6:00 a.m. as approved by the Engineer, with special attention to the City noise ordinance. The Contractor shall request approval for weekend closures two (2) weeks in advance.

Safe access for pedestrian traffic along all public streets and the multi-use trails paths along the American River channel levees shall be maintained in both directions at all times except where temporary closures are approved by the Engineer in advance.

Access for emergency vehicles shall be available along all streets within the construction area at all times.

The Contractor shall maintain existing electrical facilities, traffic and public safety in accordance with 34-5 and 34-7 of the City Standard Specifications and these special provisions.

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.

On roads which shall remain open for traffic, construction of the new structural section adjacent to the existing traveled way shall be performed in successive and, once all operations are under way, concurrent operations of excavating, preparing subgrade, placing base materials and paving. Excavation for structural section within 7.5 feet of the existing traveled way shall not

precede the paving operation more than 4 working days unless approved by the Engineer and subject to the following conditions:

Material is placed and compacted against the vertical cuts within 7.5 feet of the existing traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, appropriate subgrade and 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 materials 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.

Minor deviations from the requirements of this Section concerning hours of work which do not significantly change the cost of the work may be permitted upon written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his/her written approval. All other modifications will be made by contract change order.

During the Contractor's operations that require aerial work over vehicle lanes, the Contractor shall close such lanes to public traffic. Lane closures shall be subject to the restrictions of this Section.

The traffic control plans shall be prepared by the contractor on an aerial photo. Traffic control plans shall show the work area and the exact location of all traffic control devices such as signs (including construction area signs), flashing arrows, flagmen, lights barricades, crash cushion modules, temporary striping, delineators, temporary railing (Type K), cones, other channelization devices, temporary traffic signals and signal modifications, temporary traffic signal span wires and temporary roadway pavement (if any).

If any component of the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to its original condition or replace the component and shall restore the component to its original location.

When the lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer, within the limits of the roadway right of way.

The Contractor shall be responsible for the safety of traffic within the project limits and on the approaches to the project. The Contractor shall be responsible for maintaining local property access within the limits of this contract.

Payment:
The lump sum price paid for Traffic Control System shall include full compensation for furnishing all labor (including flagging costs), materials (including all signs for staging construction and other signs as may be required, including changeable message boards), tools, equipment and incidentals and for doing all work involved in placing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system, including detour signs, as shown on the Plans, as specified in the City Standard Specifications, State Standard Specifications and these special provisions, and as directed by the Engineer.
Temporary traffic stripe, pavement markings and barrier railing shall be paid for separately as specified herein.

ITEM NO. 3 - REMOVE TRAFFIC STRIPE

Removal of traffic striping on existing pavement that is to remain and that is not overlaid, where shown on the Plans or directed by the Engineer to be removed, shall be removed in conformance with Section 15 of the State Standard Specifications.

Payment:
Payment shall be made at the unit price bid per linear foot for Remove Traffic Stripe and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with removing existing and temporary traffic striping, as shown on the plans, as specified in these Special Provisions and State Standard Specifications, and as directed by the Engineer.

ITEM NO. 4 - REMOVE YELLOW PAINTED TRAFFIC STRIPE

GENERAL

Summary

This work includes removing existing yellow painted traffic stripe at the locations shown on the plans. The residue from the removal of this material is assumed to be a hazardous waste. Prior to removal of any yellow pavement markings, the contractor shall conduct lead-based paint surveys utilizing a certified consultant.

For bidding purposed, assume the residue from removal of yellow painted traffic stripe contains lead chromateand that the average lead concentration is greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead. When applied to the roadway, the yellow painted traffic stripe contained as much as 2.6 percent lead. Residue produced from the removal of this yellow painted traffic stripe contains heavy metals in concentrations that may exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs. For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Submittals

Lead Compliance Plan: Submit a lead compliance plan under Section 7-1.07, "Lead Compliance Plan," of the State Standard Specifications.

Work Plan: Submit a work plan for the removal, containment, storage, and disposal of yellow painted traffic for acceptance not less than 15 days prior to the start of the removal operations.

The work plan must include:

1. Objective of the operation
2. Removal equipment
3. Type of hazardous waste storage containers
4. Container storage location and how it will be secured
5. Hazardous waste sampling protocol and QA/QC requirements and procedures
6. Qualifications of sampling personnel
7. Analytical lab that will perform the analyses
8. Certification documentation of the hazardous waste hauler that will transport the hazardous waste
9. Disposal site that will accept the hazardous waste residue

The Engineer will review the work plan within 5 business days of receipt.

Do not perform work that generates hazardous waste residue until the work plan has been accepted by the Engineer. The Engineer's review and acceptance does not waive any contract requirements and does not relieve the Contractor from complying with Federal, State, and local laws, regulations, and requirements.

Correct any rejected work plan and resubmit a corrected work plan within 5 business days of notification by the Engineer; at which time a new review period of 5 business days will begin.
Analytical Test Results: Submit analytical test results of the residue from removal of yellow painted traffic stripe, including chain of custody documentation, for review and acceptance before:

1. Requesting the Engineer's signature on the waste profile requested by the disposal facility
2. Requesting the Engineer obtain an EPA ID no. for disposal
3. Removing the residue from the site

United States Environmental Protection Agency Identification Number Request: Submit a request for the U.S. EPA ID no. when the Engineer accepts analytical test results documenting that residue from removal of yellow painted traffic stripe is a hazardous waste.
Disposal Documentation: Submit receiving landfill documentation of proper disposal within 5 business days of residue transport from the project.

CONSTRUCTION

Where grinding or other approved methods are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking that will produce a hazardous waste residue, the removed residue, including dust, must be contained and collected immediately. Use a HEPA filter-equipped vacuum attachment operated concurrently with the removal operations or other equally effective approved methods for collection of the residue.

Store hazardous waste residue in labeled and covered containers. Labels must comply with the provisions of 22 CA Code of Regs §§66262.31 and 66262.32. Mark labels with:

1. Date the hazardous waste is generated
2. The words "Hazardous Waste"
3. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint)
4. The word "Toxic"
5. Name, address, and telephone no. of the Engineer
6. Contract no.
7. Contractor or subcontractor name

Use metal containers approved by the U.S. Department of Transportation for the transportation and temporary storage of the removed residue. Handle the containers such that no spillage occurs. Store containers in a secured enclosure. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits until disposal as approved.

Make necessary arrangements to test the yellow thermoplastic and yellow paint hazardous waste residue as required by the disposal facility and these special provisions. Testing must include, at a minimum:

1. Total lead by EPA Method 6010C
2. Total chromium by US EPA Method 7000 series
3. Soluble lead by California Waste Extraction Test
4. Soluble chromium by California Waste Extraction Test
5. Soluble lead by Toxicity Characteristic Leaching Procedure
6. Soluble chromium by Toxicity Characteristic Leaching Procedure

From the 1st 220 gallons of hazardous waste or portion thereof if less than 220 gallons of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gallons of hazardous waste or portion thereof if less than 880 gallons are produced, a minimum of 1 additional random sample must be taken and analyzed. Use chain of custody procedures consistent with Chapter 9 of U.S. EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the project to the laboratory. Each sample must be homogenized before analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses must then be taken. This aliquot must be homogenized a 2nd time and the total and soluble analyses run on this aliquot. The homogenization process must not include grinding of the samples. Submit the name and location of the disposal facility that will be accepting the hazardous waste and the analytical laboratory along with the testing requirements not less than 5 business days before the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory must be certified by the CA Department of Public Health Environmental Laboratory Accreditation Program for all analyses to be performed.

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in CA under the requirements

of the disposal facility operator within 30 days after accumulating 220 pounds of residue and dust.

If less than 220 pounds of hazardous waste residue and dust is generated in total, it must be disposed of within 30 days after the start of accumulation of the residue and dust.

Use a hazardous waste manifest and a transporter registered with the CA Department of Toxic Substance Control. The Engineer will obtain the U.S. EPA ID no. and will sign all manifests as the generator within 2 business days of receiving and accepting the analytical test results and receiving your request for the U.S. EPA ID no.

If analytical test results demonstrate that the residue is a non–hazardous waste and the Engineer agrees, dispose of the residue at an appropriately permitted Class II or Class III facility under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Payment:
The contract price paid per linear foot for removing yellow painted traffic stripe including full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in removal, containment, storage, and disposal, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for (1) work plan for the removal, containment, storage, and disposal of yellow painted traffic stripe hazardous waste residue, (2) analytical test results, (3) US EPA ID no. request, and (4) receiving landfill documentation of proper disposal are included in the contract prices paid per linear foot for remove yellow painted traffic stripe and no separate payment will be made therefor.

Additional disposal costs for hazardous waste residue regulated under RCRA, as determined by test results, will be paid for as extra work as specified in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

If analytical test results demonstrate that the residue is a non–hazardous waste and the Engineer agrees to disposal at a non–hazardous waste disposal facility, no cost adjustment will be made.

ITEM NO. 5 - COLD PLANE ASPHALT CONCRETE

This item shall include Cold Plane (0.2') and Cold Plane Asphalt Concrete to Bridge Deck. Cold planing shall be done in an approved manner by cold planning at the locations shown on the plans and as specified herein.

Cold Plane (0.2')
Cold planing machine shall be equipped with a cutter head no less than five feet (5') and shall be operated so as not to produce fumes or smoke. Rubber-tired grinding machines will only be

allowed with the Engineer's permission and with the understanding that any damage done by the grinding machine to the existing asphalt pavement or concrete gutter shall be repaired by the Contractor at their expense.

The depth, width and shape of the cut shall be as indicated on the plans or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform.

Unless otherwise shown on the plans, the depth of planing shall be 0.16 foot minimum at the edge of existing gutter lip, and shall be tapered to match the existing pavement grade over a width of at least six feet (6') from the lip. Where possible, the width of pavement planing at lip of gutter should be increased to an adjacent lane line or to a 13-foot maximum width. Pavement planing shall be carried around the corner roundings of adjacent streets to within one foot of the limit of overlay on adjacent streets.

At the end of the work day there shall not be any elevation difference between planed pavement and unplanned pavement in the traveled vehicle lanes. Any differences that parallel the centerline of the street in a longitudinal direction shall be sloped by either a temporary asphaltic plant mix cut back or additional planing, to produce a bevel within the planed pavement. The slope of either the cutback or the bevel shall be not greater than one inch vertical in twelve inches horizontal. Elevation differences between planed pavement and lips of gutters are not required to be sloped. C37 "Bump" sign shall be installed as directed by the Engineer.

Elevation differences perpendicular to the centerline of the street, in a transverse direction, shall be sloped as directed by the Engineer with cutback and shall not exceed one inch vertical in twelve inches horizontal.

If the Contractor fails to slope elevation differences as required by these special provisions, the Contractor shall pay administrative penalty of $500 per each infraction per each calendar day elevation differences are not sloped. The City shall have the right to deduct such administrative penalty from any amount due, or that may become due to Contractor, or the amount of such penalties shall be due and collectable from the Contractor or their Surety.

The Contractor shall remove existing asphalt concrete from the gutter pan and face of the gutter lip as directed by the Engineer.

The Contractor shall exercise extreme care to avoid damaging the gutter lips during the planing operation. Damaged gutter lips which are spalled in excess of one inch deep by five inches long shall be repaired at the Engineer's direction. The cost of repairs to damaged gutter shall be considered as included in the price paid for Cold Plane Asphalt Concrete (0.2'), and no separate payment shall be made therefore.

The street shall be swept with a mechanical type pickup machine throughout the course of grinding operations and shall be thoroughly clean and clear of all grindings at the end of each working day and prior to placing temporary striping. The Contractor shall have a separate power sweeper for every grinding machine used throughout the operation.

Extreme care shall be exercised to avoid spillage of grindings into drain inlets. Any such spillage shall be promptly removed. All vegetation shall be removed from the gutter lip and other street areas to be resurfaced.

The grinding shall become the property of the Contractor and disposed of off-site.

The Contractor shall provide means for temporary lane delineation, including centerline (yellow) and/or lane lines (white), between the time of grinding operations and roadway paving. Temporary lane delineation shall conform to the requirements of Temporary Pavement Delineation as specified elsewhere in these special provisions.

Cold Plane Asphalt Concrete to Bridge Deck

This work includes removing existing asphalt concrete surfacing by cold milling to the existing portland cement concrete slab at the bridge deck in Span 1.

Construction

Cold milling equipment must be able to:

1. Remove concrete a minimum depth of 1/4 inch
2. Provide a surface relief of at most 1/4 inch
3. Provide a 5/32-inch grade tolerance

Cold milling equipment must have the following features:

1. 3 or 4 riding tracks
2. An automatic grade control system with electronic averaging having 3 sensors on each side of the equipment
3. A conveyer system that leaves no debris on the bridge
4. A drum that operates in an up-milling direction
5. Bullet tooth tools with tungsten carbide steel cutting tips
6. A maximum tool spacing of 1/4 inch
7. A maximum operating weight of 66,000 pounds
8. A maximum track unit weight of 6,000 pounds per foot
9. New tooth tools at the start of the job

Provide personnel on each side of the milling drum to monitor cold milling activities. Maintain constant radio communication with the operator during milling activities.

Verify the depth of asphalt concrete surfacing at the beginning and end of the area and at 1 location on each shoulder, the roadway crown, and in the traveled way.

Remove existing asphalt concrete surfacing by cold milling. At least 1/2 inch of asphalt concrete surfacing must remain after cold milling activities. Remove remaining 1/2 inch of asphalt

surfacing using other means. The existing concrete slab must not be damaged during removal operations.

Dispose of removed materials under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Payment:
Payment shall be made at the unit price bid per cubic yard for Cold Plane Asphalt Concrete and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in pavement planing as specified in these special provisions and as directed by the Engineer. Cold Plane Asphalt Concrete (0.2') and Cold Plane Asphalt Concrete to Bridge Deck shall be measured and paid for as Cold Plane Asphalt Concrete.

ITEM NO. 6 - TRAFFIC STRIPE

Traffic stripes and pavement markings, both white and yellow, shall be placed to match existing striping in accordance with these Special Provisions, as directed by the Engineer, and in conformance with Sections 84-1 and 84-2 of the State Standard Specifications. All pavement markings shall be in conformance with the State Standard Plans (latest edition).

Material
Traffic stripes shall be pavement marking tape on concrete surfaces and thermoplastic stripe on asphalt concrete surfaces.

Pavement marking tape shall be 3M Stamark contrast pavement marking tape, 380AW-5 or approved equal.

Thermoplastic shall be Alkyd type for extrusion application and shall produce an adherent reflectorized strip capable of resisting deformation by traffic.

The thermoplastic material shall be 100 percent solids. The binder shall consist of synthetic alkyd resins and shall be homogeneously incorporated with all the necessary prime pigments, fillers, and glass beads to produce a traffic coating to meet the requirements as specified herein.

Characteristics of Finished Thermoplastic:

	White	Yellow
Glass Beads, AASHTO M-247, Type I, percent by weight, min. (Cal. Test Method 423)	30	30
Titanium Dioxode (TiO2), percent by weight, min. (AASHTO T250-77)	10	
Lead Chromate, Medium Heat Stability, percent by weight, min.		2.5
Specific Gravity, max. (Cal. Test Method 423)	2.15	2.15
Binder, percent by weight, min.	18	18

	White	Yellow
(Cal. Test Method 423)		
Ring & Ball Softening Point, °F (ASTM E28)	200 – 240	200 – 240
Tests on Material after 4 hours heat with stirring at 425° + 2°F, which includes 1 hour for meltdown and temperature stabilization:		
Bond Strength to Concrete, 0.125-inch thick film drawdown at 425°F test at 75°F + 2°F, psi, min (Cal. Test Method 423)	180	180
Brookfield Thermosel Viscosity, Spindle SC4-27, 20 RPM at 425°F, Poise (Cal. Test Method 423)	30 – 45	30 – 45
Impact Resistance, Falling Ball Method, 0.125-inch thick film drawdown at 425°F on concrete. Test at 75°F + 2°F inch-lbs., (ASTM D2794)	10	10
Daylight Luminous Reflectance, min. (ASTM E97)	75	40
Yellowness Index, max., (ASTM E313)	.15	
Hardness, Shore A-2 Durometer with 2 kilogram weight at 115°F (Cal. Test 423)	60 – 80	60 – 80
Low Temperature Stress Cracking, Resistance at 25°F (AASHTO)	No Crack	No Crack
Color Match, Federal Std. No. 595a, Color No. 33538		Passes

Application

The thermoplastic material shall be applied by extrusion methods in a single uniform layer.

Stencils shall be used when applying thermoplastic material for pavement markings. Stencils may be new or used, if in good condition. If stencils are bent or damaged, they shall be replaced at the request of the Engineer.

The pavement surface to which thermoplastic material is applied shall be completely coated by the material and the voids of the pavement surface shall be filled.

Unless otherwise specified in the Special Provisions, the thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.075-inch. Thermoplastic Material for pavement markings shall be applied at a minimum thickness of 0.125-inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material, at a rate of not less than 8 lbs. per 100 sq. ft. The amount of glass beads applied shall be measured by stabbing the glass beads tank with a calibrated rod.

The Contractor shall apply all traffic stripes and markings on new asphalt surface in accordance with the manufacturer's recommendations and these Special Provisions. All traffic stripes and markings shall be applied **within five (5) calendar days** of the placement of the asphaltic overlay. **If the Contractor fails to have all striping and markings applied as required by these Special Provisions, the Contractor shall pay administrative penalties of $500 per calendar day until all work is completed.**

Tolerances and Appearance

The completed traffic stripes and markings shall have clean and well-defined edges without deformations, and shall be free of tears or other disfigurements. Improperly placed, defective, or disfigured traffic stripes and markings shall be immediately removed from the pavement surface by methods approved by the Engineer. All such removal work shall be at the Contractor's expense.

Completed traffic stripes shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. On tangent alignment, when a 100' string line is stretched taught and placed directly on the outer edge of the completed traffic stripe, the distance between the string and the edge of the traffic stripe shall not exceed three-fourths of one inch (3/4") when measured anywhere along any 100' interval of the tangent alignment. On curved alignment, the outer edge of the traffic stripe shall not deviate more than three-fourths of one inch (3/4") from the true arc. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2" from the lengths required to produce a uniformly repeating, broken-stripe pattern.

Measurement

Traffic stripes shall be measured by the linear foot for striping, without deductions for gaps in broken traffic stripes. Each linear foot of double four-inch (4") wide traffic striping, such as double center stripes, shall be measured as one and one-half feet (1.5') of traffic striping. Measurement of traffic stripes shall not include the supply and installation of reflective pavement markers.

Payment

Payment at the unit price bid per linear foot for Traffic Stripe shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in applying traffic stripes, complete in place, including establishing alignment of stripes, and layout work, as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - PAVEMENT MARKERS (Retroreflective)

Retroreflective raised pavement markers shall be placed as shown on the plans and in conformance with the provisions in Section 85, "PAVEMENT MARKERS," of the State Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "CERTIFICATES OF COMPLIANCE," of the State Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

Payment:

Payment at the unit price bid per each for Pavement Markers (Retroreflective) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing

all the work involved with installing pavement markers, complete and in place, as shown on the plans, as specified in these Special Provisions and State Standard Specifications, and as directed by the Engineer.

ITEM NO. 8 - AGGREGATE BASE CLASS 2

Aggregate Base Class 2 shall be placed as shown on the plans and shall conform to the provisions in Section 26 of the State Standard Specifications and these Special Provisions.

The exposed subbase material shall be graded and recompacted to 95% relative compaction as specified in Section 19-5.03 of the State Standard Specificaions prior to placing aggregate base.

Recycled aggregate base with up to 100% reclaimed material may be used subject to the approval of the Engineer.

All aggregate base shall be Class 2 unless otherwise shown on the plans or specified herein.

Payment:
Payment shall be at the unit price bid per ton for Aggregate Base Class 2 and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with placing and compacting aggregate base material, complete and in place, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 9 - CURB & GUTTER TYPE 1 (MOD)

This item shall consist of constructing curb and gutter in accordance with City of Sacramento Standard Drawing T-11, Type 1, as modified by the plans, and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for Curb and Gutter Type 1 (Mod) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing Curb & Gutter Type 1 (Mod) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Aggregate base below curb and gutter will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 10 - MEDIAN CURB TYPE 14

This item shall consist of constructing curb and gutter in accordance with City of Sacramento Standard Drawing T-11, Type 14, and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for Median Curb Type 14 and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for

doing all work involved in constructing Median Curb Type 14 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Aggregate base below curb and gutter will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 11 - MEDIAN CURB TYPE 14 (MOD)

This item shall consist of constructing curb and gutter in accordance with City of Sacramento Standard Drawing T-11, Type 14 (Mod), as modified by the plans, and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for Median Curb Type 14 (Mod) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing Median Curb Type 14 (Mod) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Aggregate base below curb and gutter will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 12 - CURB TYPE 3

This item shall consist of constructing concrete curb in accordance with City of Sacramento Standard Drawing T-11, Type 3, and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

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

ITEM NO. 13 - TRUNCATED DOME MATS

The Contractor shall furnish and install truncated domes at each curb ramp at the locations shown on the Plans, in accordance with the details shown on the City Standard Drawings T-78 and T-79, as shown on the Plans and as specified in these Special Provisions.

Truncated domes, shall be prefabricated detectable warning surface, composed of a vitrified polymer including aluminum oxide such as "Armor-Tile" Product #ADA-C-3648S-YW, Cast-In-Place, Sound Amplifying, Color Yellow as manufactured by Engineered Plastics Inc. or approved equal.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. The Contractor shall provide the Engineer with copies of these certificates prior to beginning work. Installation shall have a five (5) year written warranty from the Contractor. A copy of the written warranty shall be submitted to the Engineer.

Payment
Payment shall be at the unit price bid per each Truncated Dome Mat location and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in placing Truncated Dome Mats, as specified in these Special Provisions and/or as directed by the Engineer.

ITEM NO. 14 - PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)

This item shall consist of constructing 8" Portland Cement Concrete pavement where shown on the Plans and shall conform to the applicable requirements of Sections 24 and 38 of the City Standard Specifications.

Payment
Payment shall be at the unit price bid per cubic yard for Portland Cement Concrete (Miscellaneous Area) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved with constructing Portland Cement Concrete (Miscellaneous Area), including grading and compacting subgrade, as shown on the plans, as specified in these Special Provisions and/or as directed by the Engineer.

Aggregate base below Portland Cement Concrete (Miscellaneous Area) will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 15 - CONCRETE PAVEMENT TRANSITION PANEL

This item shall consist of constructing Concrete Pavement Transition Panels where shown on the Plans and shall conform to Concrete Pavement to Asphalt Concrete Transition Panel details on Caltrans Standard Plan P30, and applicable requirements of Sections 24 and 38 of the City Standard Specifications.

MATERIALS

Concrete

Concrete for structure pavement transition panels must contain not less than 675 pounds of cementitious material per cubic yard and must comply with "Rapid Strength Concrete for Structures" of these special provisions.

Payment
Payment shall be at the unit price bid per cubic yard for Concrete Pavement Transition Panel and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved with constructing Concrete Pavement to Asphalt Concrete Transition Panels, including grading and compacting subgrade, as shown on the plans, as specified in these Special Provisions and/or as directed by the Engineer.

Aggregate base below Concrete Pavement Transition Panels will be paid for separately as specified elsewhere in these special provisions.

ITEM NO. 16 - PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)

This item shall consist of furnishing and placing Asphalt Concrete (miscellaneous area) where shown on the Plans and as directed by the Engineer, including Asphalt Concrete Overlay at both approaches, 6" Asphalt Concrete at Abutment 1 and Remove and Replace Asphalt Concrete in Spans 6 and 7. Asphalt concrete pavement shall conform to the requirements for Asphalt Concrete (Type A) as specified in the State Standard Specifications and the following special provisions.

Before the asphalt concrete is placed, a tack coat of asphaltic emulsion shall be applied to the edges of the existing pavement and gutter lips. Asphalt Binder to be mixed with aggregate shall be steam-refined paving asphalt, performance grade PG 64-10.

Payment:
Payment shall be at the unit price bid per ton for Place Hot Mix Asphalt Concrete (Miscellaneous Area) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in delivering and placement of asphalt concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Full compensation for removing asphalt concrete in Spans 6 and 7 for Remove and Replace Asphalt Concrete shall be included in the unit price bid per cubic yard for Place Hot Mix Asphalt Concrete (Miscellaneous Area) and no separate payment will be made therefor.

ITEM NO. 17 - PLACE HOT MIX ASPHALT DIKE (Type A)

This item shall consist of furnishing and placing Asphalt Concrete Dike where shown on the Plans and as directed by the Engineer. Asphalt concrete pavement shall conform to the requirements for Asphalt Concrete (Type A) as specified in the State Standard Specifications and the following special provisions.

Before the asphalt concrete is placed, a tack coat of asphaltic emulsion shall be applied to the edges of the existing pavement and gutter lips. Asphalt Binder to be mixed with aggregate shall be steam-refined paving asphalt, performance grade PG 64-10.

Payment:
Payment shall be at the unit price bid per linear foot for Place Hot Mix Asphalt Dike (Type A) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in delivering and placement of asphalt concrete dike as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 18 - REMOVE METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.
Existing concrete anchors or steel foundation tubes shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract lump sum price paid for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract lump sum price paid for remove metal beam guard railing and no separate payment will be made therefor.

Payment:
Payment shall be at the lump sum price bid for Remove Metal Beam Guardrail and shall include all labor, materials, equipment and incidentals necessary to remove metal beam guardrail, as shown on the plans, as specified herein and as directed by the Engineer.

ITEM NO. 19 - METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)

This item shall consist of constructing Metal Beam Guard Rail Terminal Systems (Mod) as shown on the Plans and shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the State Standard Specifications and these Special Provisions.

Payment:
Payment shall be at the unit price bid per each for Metal Beam Guard Rail Terminal System (Mod) and shall include all labor, materials, equipment and incidentals necessary to construct metal beam guard rail terminal systems, as shown on the plans, as specified herein and as directed by the Engineer.

ITEM NO. 20 - HANDRAILING

This item shall consist of constructing galvanized steel pipe Handrailing as shown on the Plans and in conformance with the provisions in Sections 83-1, "Railings," of the State Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for Handrailing and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with constructing Handrailing as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

CLEAN AND TREAT BRIDGE DECK

This work shall consist of the following three pay items:

Item No. 21 – Clean Bridge Deck
Item No. 22 – Furnish Bridge Deck Treatment Material
Item No. 23 – Treat Bridge Deck

ITEM NO. 21 - CLEAN BRIDGE DECK

This work consists of abrasive blast cleaning the portland cement concrete bridge deck.

General

Traffic stripes, pavement markings, and pavement markers must be removed under "Remove Traffic Stripe", "Remove Yellow Painted Traffic Stripe" and "Cold Plane Asphalt Concrete" of these Special Provisions before cleaning the deck surface.

Construction

Abrasive blast clean the deck surface with steel shot. Remove all laitance, contaminants, and foreign material. Sweep the deck surface. Blow the deck surface clean using high-pressure air. Steel shot must comply with SSPC-AB3. Recycled steel shot must comply with SSPC-AB2.

The deck surface must be dry when abrasive blast cleaning is performed. Laitance, surface contaminants, and foreign material must be removed from the bridge deck surface.
Remove dust and residue from abrasive blast cleaning using a vacuum attachment operating concurrently with blasting equipment when abrasive blast cleaning within 10 feet of public traffic.

If the deck surface becomes contaminated before placing methacrylate resin, abrasive blast clean the contaminated area and sweep the deck clean

Dispose of removed materials under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Payment

Payment shall be at the unit price bid per square foot for clean bridge deck and includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in cleaning the bridge deck, including removing contrast treatment except slurry or chip seal contrast treatment, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Removal of slurry or chip seal contrast treatment will be paid for as extra work as specified in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

ITEM NO. 22 - FURNISH BRIDGE DECK TREATMENT MATERIAL

GENERAL

This work includes furnishing a high molecular weight methacrylate (HMWM) resin system with sand and absorbent material to bridge decks.

Submittals

Submit a material safety data sheet for each HMWM resin system component and diatomaceous earth shipment before use.

Quality Control and Assurance

Submit samples of HMWM resin components 15 days before use under Section 6-3, "Testing," of the State Standard Specifications. Notify the Engineer 15 days before delivery of HMWM resin components in containers over 55 gallons to the job site.

Complete a test area before starting work. Results from airborne emissions monitoring of the test area must be submitted to the Engineer before starting production work.
The test area must:

1. Be approximately 500 sq ft
2. Be placed within the project limits outside the traveled way at an approved location
3. Be constructed using the same equipment as the production work
4. Replicate field conditions for the production work
5. Demonstrate proposed means and methods meet the acceptance criteria
6. Demonstrate production work will be completed within the time allowed
7. Demonstrate suitability of the airborne emissions monitoring plan

The test area will be acceptable if:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. The coefficient of friction is at least 0.35 when tested under California Test 342

MATERIALS

HMWM resin system consists of a resin, promoter, and initiator. HMWM resin must be low odor and comply with the following:

HMWM Resin

Property	Requirement	Test Method
Volatile Content*	30 percent, maximum	ASTM D 2369
Viscosity*	25 cP, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F)	ASTM D 2196
Specific Gravity*	0.90 minimum, at 77°F	ASTM D 1475
Flash Point*	180°F, minimum	ASTM D 3278
Vapor Pressure*	1.0 mm Hg, maximum, at 77°F	ASTM D 323
Tack-free Time	400 minutes, maximum, at 25°C	Specimens prepared per California Test 551
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21 ± 1°C	California Test 551

*Test must be performed before adding initiator.

Sand for abrasive sand finish must:

1. Be commercial quality dry blast sand
2. Have at least 95 percent pass the No. 8 sieve and at least 95 percent retained on the No. 20 sieve when tested under California Test 205

Absorbent material must be diatomaceous earth, abrasive blast dust, or substitute recommended by the HMWM resin supplier and approved by the Engineer.

Payment:
Payment shall be at the unit price bid per gallon for Furnish Bridge Deck Treatment Material and will be measured by the gallon of mixed HMWM resin actually placed. No payment will be made for materials wasted or not incorporated in the work.

ITEM NO. 23 - TREAT BRIDGE DECK

GENERAL

This work includes applying a high molecular weight methacrylate (HMWM) resin system with sand and absorbent material to bridge decks, taking deck core samples from methacrylate-treated portions of the bridge deck and filling the holes with rapid setting concrete.

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Submittals

Submit a HMWM resin system placement plan and a public safety plan under Section 5-1.02, "Plans and Working Drawings," of the State Standard Specifications. The plan review time is 15 days.

The HMWM resin system placement plan must include:

1. Schedule of work and testing for each bridge
2. Description of equipment for applying HMWM resin
3. Range of gel time and final cure time for HMWM resin
4. Absorbent material to be used
5. Description of equipment for applying and removing excess sand and absorbent material
6. Procedure for removing HMWM resin from the deck, including equipment
7. Storage and handling of HMWM resin components and absorbent material
8. Disposal of excess HMWM resin and containers

The public safety plan must include:

1. A public notification letter with a list of delivery and posting addresses. The letter must state HMWM resin work locations, dates, times, and what to expect. Deliver the letter to residences and businesses within 100 feet of HMWM resin work locations and to local fire and police officials at least 7 days before starting work. Post the letter at the job site.
2. An airborne emissions monitoring plan prepared and executed by a certified industrial hygienist (CIH) certified in comprehensive practice by the American Board of Industrial Hygiene. The plan must have at least 4 monitoring points including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during HMWM resin work and submit emissions monitoring results after completing the work.
3. An action plan for protection of the public when airborne emissions levels exceed permissible levels.
4. A copy of the CIH's certification.

CONSTRUCTION

HMWM resin system applied by machine must be:

1. Combined in volumetric streams of promoted resin to initiated resin by static in-line mixers
2. Applied without atomization

HMWM resin system may be applied manually. Limit the quantity of resin mixed for manual application to 5 gallons at a time.

Prepare the deck under "Clean Bridge Deck," of these Special Provisions.

The deck must be dry before applying HMWM resin. The concrete surface must be at least 50 degrees F and at most 100 degrees F. Relative humidity must be expected to be at most 85 percent during the work shift.

Thoroughly mix all components of HMWM resin. Apply HMWM resin to the deck surface within 5 minutes of mixing at approximately 90 sq ft per gallon. The Engineer determines the exact application rate. The resin gel time must be between 40 and 90 minutes. HMWM resin that thickens during application is rejected.

Spread the HMWM resin uniformly. Completely cover surfaces to be treated and fill all cracks. Redistribute excess resin using squeegees or brooms within 10 minutes of application. For textured or grooved deck surfaces, excess resin must be removed from the texture indentations.

Apply the abrasive sand finish of at least 2 lbs per sq yd or until saturation as determined by the Engineer no sooner than 20 minutes after applying resin. Apply absorbent material before opening lane to traffic. Remove excess sand and absorbent material by vacuuming or power sweeping.

Traffic or equipment will be allowed on the overlay after the Engineer has determined:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. No material will be tracked beyond limits of treatment by traffic

Remove the HMWM resin from the deck surface if the Engineer determines (1) the above listed conditions have not been met and (2) the allowable lane closure time will be exceeded.

The Engineer performs California Test 342 on treated deck surfaces. The Engineer provides at least a 15-day notice for the Contractor to provide traffic control for each bridge location. The coefficient of friction of the treated deck must be at least 0.35.

Payment for Furnishing Bridge Deck Treatment will be measured by the square foot based on the dimensions shown on the plans and will be paid for as treat bridge deck. Furnish bridge deck treatment material will be measured by the gallon of mixed HMWM resin actually placed and will be paid for as furnish bridge deck treatment material. No payment will be made for materials wasted or not incorporated in the work.

CORE TREATED BRIDGE DECK
MATERIALS

Rapid setting concrete must comply with "Rapid Setting Concrete Patches" of these special provisions.

Water for coring activities must contain no more than 1,000 PPM of chlorides as Cl and no more than 1,300 PPM of sulfates as SO_4.

CONSTRUCTION

Take 2 core samples 2 inches in diameter and 5 inches deep from each bridge deck span. Clean cored holes and fill with rapid setting concrete. Label core samples with the project contract number, bridge number, and span location. Submit core samples to the Engineer.

Core holes no sooner than 24 hours after placing methacrylate resin. Core samples must be taken over an existing crack in the deck at a location determined by the Engineer. At most 8 core samples will be taken at each bridge.

Concrete adjacent to the holes must not be damaged during coring. Cored holes must be clean and dry before patching. Removing 1/8 inch of concrete during hole cleaning is not required.

Payment:

Payment shall be at the unit price bid per square foot for Treat Bridge Deck and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and applying bridge deck HMWM resin treatment, including sand and absorbent material, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for Public Safety Plan shall be considered as included in the contract prices paid for the items of work involving bridge deck methacrylate resin treatment and no additional compensation will be allowed therefor.

Full compensation for providing traffic control for the Engineer to perform inspections and testing shall be considered as included in the contract prices paid for the items of work involving bridge deck methacrylate resin treatment and no additional compensation will be allowed therefor.

Full compensation for coring treated bridge deck, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in coring the holes, including repairing damaged reinforcement and patching holes with rapid setting concrete, as shown on the plans, as specified in these special provisions, and as directed by the Engineer, shall be considered as included in the contract prices paid for the items of work involving bridge deck methacrylate resin treatment and no additional compensation will be allowed therefor.

REPAIR SPALLED OVERHANG BRACKETS

This work shall consist of the following two pay items:

Item No. 24 – Repair Spalled Overhang Brackets
Item No. 25 – Epoxy Inject Crack

ITEM NO. 24 - REPAIR SPALLED OVERHANG BRACKETS

This work consists of repairing concrete surfaces of overhang brackets in Spans 1 and 2 by removing and disposing of unsound portland cement concrete, cleaning concrete surfaces and reinforcing steel, placing reinforcement, and filling spalled areas to the limits designated by the Engineer, as shown on the plans, and in conformance with the provisions in Sections 15, "Existing Highway Facilities," 51, "Concrete Structures," and 95-1, "Epoxy," of the State Standard Specifications and these special provisions.

The material for filling spalled areas, and any bonding material between the existing concrete and filling material shall be as shown on the plans and conform to the following requirements:

PROPERTY	REQUIREMENT	TEST METHOD
Abrasion resistance at 28 days	25 grams, max.	CA Test 550
Modulus of elasticity at 28 days	10.3 to 24.1 GPa	CA Test 551
Water soluble chlorides	500 mg/kg, max.	CA Test 422
Water soluble sulfates	2500 mg/kg, max.	CA Test 417

B. Material for repairing concrete surfaces shall have been previously approved, and shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance."

Unsound concrete is as delineated on the plans or generally that concrete which emits a relatively dead or hollow sound when its surface is tapped with a metal tool. Concrete encasing corroded reinforcing steel beyond the limits identified by the dead or hollow sound may be considered as unsound concrete. The Engineer will determine which concrete is unsound and which concrete is sound.

Equipment and tools shall not be used to remove unsound concrete which, in the opinion of the Engineer, cause the removal of excess quantities of sound concrete along with the unsound concrete.

After the removal of unsound concrete has been completed, any existing reinforcing steel which has been exposed shall be restored to position and blocked and tied in conformance with the provisions in Section 52, "Reinforcement," of the State Standard Specifications.

Reinforcing steel that has been damaged to the extent that its usefulness is destroyed as a result of the Contractor's operations, shall be repaired or replaced by the Contractor at his expense.

Prior to filling spalled areas, the concrete surfaces and exposed reinforcing steel shall be cleaned of all oil, soot, rust and deleterious material by abrasive blasting.

When instructions for mixing, bonding, or curing are furnished by the filler or bonding material supplier, these instructions shall be followed except as modified in these provisions.

Within 14 days after placement, the patch shall emit a ringing sound similar to the sound obtained from the adjacent sound concrete when tapped with a metal tool.

Access shall be provided by the Contractor to allow the Engineer to reach the spalled areas to determine limits for removal, and the repaired areas for testing by tapping and measurement.

Payment:
Filling repair areas will be measured and paid for by the square foot as repair spalled overhang bracket.
Measurement shall be made on the completed surface of the repaired areas. The measured area shall be agreed upon daily between the Contractor and the Engineer.

The contract prices paid per square foot for repair spalled overhang bracket shall include full compensation for furnishing all labor, materials, including reinforcement, concrete anchors and machine bolts, tools, equipment, and incidentals, and for doing all the work involved in repairing spalled surface area, complete in place, , as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 25 - EPOXY-INJECT CRACK

Cracks that are designated by the Engineer in the existing concrete structure shall be prepared and filled with pressure injected epoxy in conformance with the details shown on the plans and these special provisions.

The Engineer will not designate cracks that are less than 8 mils wide for epoxy injection.

MATERIALS

The epoxy adhesive to be used for injecting into cracks in concrete shall be furnished in conformance with the provisions in Sections 95-1, "General," and 95-2.11, "Epoxy Resin Adhesive for Injection Grouting of Portland Cement Concrete Pavements, " of the State Standard Specifications and these special provisions.

Where cracks of varying widths are to be filled, it may be necessary to use more than one epoxy formulation.

PREPARATION

Cracks to be filled shall be cleaned free of dust, silt, and any other material that would impair bond of epoxy to concrete. Cleaning shall be done with oil free compressed air. When compressed air does not remove the material in the cracks, the cracks shall be flushed with water under pressure. When flushing water is used, the water shall be blown out of the cracks with oil-free compressed air before epoxy is injected.

Suitable injection ports shall be inserted in the cracks at intervals not less than the thickness of the concrete being injected. At the end of a crack, the first port shall be about one-half this distance from the end. The spacing of the ports shall be adjusted so that the epoxy substantially fills the cracks.

The surface of crack between ports shall be sealed with tape or other temporary surface sealant that is capable of retaining the epoxy adhesive in the crack during pressure injection and until the epoxy has hardened.

Where cracks are to be injected in spalled areas to be repaired, unsound concrete shall be removed prior to injection of cracks.

INJECTION

Epoxy adhesive shall be pumped into the cracks through the injection ports. The pump, hose, injection gun and appurtenances shall maintain the proportion and mix of the epoxy and shall also inject the epoxy at a sufficient rate and pressure to completely fill all designated cracks. A suitable gasket shall be used on the head of the injection gun to prevent epoxy from running down the face of the concrete. Pumping pressure shall be kept as low as practical.

The temperature of the concrete shall be not less than 50°F or greater than 90°F at the time that epoxy is injected.

Before starting injection work and at hourly intervals during injection work, when requested by the Engineer, a 3 ounce sample of mixed epoxy shall be taken from the injection gun. If samples show any evidence of improper proportioning or mixing, injection work shall be suspended until the equipment or procedures are corrected.

The epoxy shall be forced into the first port at one end of a crack until epoxy runs in substantial quantity from the next adjacent port. The first port shall then be sealed and injection started at the next port. Injection shall then continue from port to port in this manner until the crack is fully injected. For slanting or vertical cracks, pumping shall start at the lower end of the crack.

Where approximately vertical and horizontal cracks intersect, the vertical crack below the intersection shall be injected first. Ports shall be sealed by removing the fitting, filling the void with epoxy, and covering with tape or surface sealant.

Sealing tape and temporary surface sealant shall remain in place until the epoxy has hardened. On faces of concrete exposed to public view, sealant tape and other temporary surface sealant shall be removed when no longer required and any spillage of epoxy shall also be removed. Surfaces that are not visible to the public are not required to be cleaned.

Payment:

The basis of payment for epoxy-inject crack shall be a total of the lengths of the cracks which are designated by the Engineer to be injected and which have been filled with epoxy.

Where cracks are designated for injection on opposite sides of a concrete member and the epoxy adhesive injected on one side penetrates through the members to completely fill the crack on the opposite side, payment will be made for cracks on both sides, as though injection has been performed on both sides, except that no payment will be made for such cracks on the opposite side that were not designated by the Engineer for injection.

Where a crack designated for injection extends around a corner of a concrete member, the length of crack on both faces will be measured for payment.

The contract price paid per foot for epoxy-inject crack shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and injecting the cracks in existing concrete, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 26 - REPAIR OPEN JOINT

This work includes removing existing concrete and portions of existing embedded angles and anchors at expansion joints at Piers 3, 4 and 6, preparing and cleaning contact surfaces and joints, applying methacrylate resin prime coat, and placing polyester concrete at bridge joints as shown on the plans and as specified in these special provisions.

Existing portland cement concrete shall be removed to the dimensions shown on the plans by methods that will not damage the portland cement concrete that is to remain in place. Except where shown on the plans to be removed, existing reinforcement and joint armor shall be protected in place.

When the expansion joint repair exceeds 6 feet in length, joint material that is 1/4 inch wide and either expanded polyurethane or expanded polyethylene shall be installed. The joint material shall be placed at no more than 6-foot spacing, centered on lanes and lane lines.

SUBMITTALS

Before starting polyester concrete work, the Contractor shall submit plans in conformance with Section 5-1.02, "Plans and Working Drawings," of the State Standard Specifications and these special provisions for the following:

A. Public safety plan for the use of methacrylate resin and polyester concrete
B. Placement plan for the construction operation

The plans shall identify materials, equipment, and methods to be used.
The public safety plan for the use of methacrylate resin and polyester concrete shall include details for the following:

A. Shipping
B. Storage
C. Handling

D. Disposal of residual methacrylate resin, polyester concrete, and the containers

When polyester concrete work is to be conducted within 100 feet of a residence, business, or public space, including sidewalks or bike paths under a structure, the Contractor shall notify the public at least 7 days before starting work and monitor airborne emissions during the work.

Public notification and monitoring of airborne emissions shall conform to the following:

A. The public safety plan shall include a copy of the notification letter and a list of addresses and locations where the letter will be delivered and posted. The letter shall describe the work to be performed and state the polyester concrete expansion dam work locations, dates, and times. The letter shall be delivered to each residence and each business within 100 feet of the polyester concrete expansion dam work. The letter shall be delivered to local fire and police responders, and it shall be posted at the job site.
B. The public safety plan shall include an airborne emissions monitoring plan prepared by a certified industrial hygienist and a copy of the hygienist's certification. Airborne emissions shall be monitored at a minimum of 4 points including the point of mixing, the point of application, and the point of nearest public contact, as determined by the Engineer. At the completion of polyester concrete expansion dam work, a report by the certified industrial hygienist with results of the airborne emissions monitoring plan shall be submitted to the Engineer.

The placement plan for construction shall include the following:

A. Schedule of polyester concrete work for each bridge. The schedule shall be consistent with "Maintaining Traffic" of these special provisions.
B. Methods and materials to be used, including the following:
1. Description of equipment for applying the methacrylate resin
2. Description of equipment for measuring, mixing, placing., and finishing the polyester concrete
3. Cure time for the polyester concrete

If the measures proposed in the safety plan are inadequate to provide for public safety associated with the use of methacrylate resin and polyester concrete, the Engineer will reject the plan and direct the Contractor to revise the plan. Directions for revisions will be in writing and include detailed comments. The Engineer will notify the Contractor of the approval or rejection of a submitted or revised plan within 15 days of receipt of that plan.

In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the State Standard Specifications.

MATERIALS

Before using methacrylate resin and polyester concrete, a Material Safety Data Sheet shall be submitted for each shipment of methacrylate and polyester resins.

Before placing polyester concrete, the deck shall receive a methacrylate resin prime coat.

Methacrylate resin shall be low odor, wax free, and have a high molecular weight. Before adding initiator, the resin shall have a maximum volatile content of 30 percent when tested in conformance with the requirements in ASTM Designation: D 2369, and shall conform to the following:

METHACRYLATE RESIN PRIME COAT		
PROPERTY	REQUIREMENT	TEST METHOD
* Viscosity	25 cP, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F)	ASTM D 2196
* Specific Gravity	0.90 minimum, at 77°F	ASTM D 1475
* Flash Point	180°F, minimum	ASTM D 3278
* Vapor Pressure	1.0 mm Hg, maximum, at 77°F	ASTM D 323
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21 ± 1°C	California Test 551
* Test shall be performed before adding initiator.		

Polyester concrete shall consist of polyester resin binder and dry aggregate. The resin shall be an unsaturated isophthalic polyester-styrene co-polymer conforming to the following:

POLYESTER RESIN BINDER		
PROPERTY	REQUIREMENT	TEST METHOD
* Viscosity	75 to 200 cP (RVT, No. 1 Spindle, 20 RPM at 77°F)	ASTM D 2196
* Specific Gravity	1.0 to 1.10 at 77°F	ASTM D 1475
Elongation	35 percent, minimum Type I at 0.45 inch/min. Thickness = 0.25 ± 0.03 inch	ASTM D 638
	Sample Conditioning: 18/25/50 + 5/70	ASTM D 618
Tensile Strength	2500 psi, minimum Type I at 0.45 inch/min. Thickness = 0.25 ± 0.03 inch	ASTM D 638
	Sample Conditioning: 18/25/50 + 5/70	ASTM D 618
* Styrene Content	40 percent to 50 percent by weight	ASTM D 2369
Silane Coupler	1.0 percent, minimum (by weight) of polyester styrene resin)	
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21 ± 1°C	California Test 551
* Static Volatile Emission	60 gram per square meter, loss, maximum	SCAQMD Method 309-91
* Test shall be performed before adding initiator.		

The silane coupler shall be an organosilane ester, gammamethacryloxypropyltrimethoxysilane. The promoter shall be compatible with suitable methyl ethyl ketone peroxide and cumene hydroperoxide initiators.

Aggregate for polyester concrete shall conform to the provisions in Section 90-2.02, "Aggregates," of the State Standard Specifications and either of the following combined aggregate gradings:

COMBINED AGGREGATE		
Sieve Size	Percentage Passing	
	3/8 inch Max.	No. 4 Max.
1/2 inch	100	100
3/8 inch	83 - 100	100
No. 4	65 - 82	62 - 85
No. 8	45 - 64	45 - 67
No. 16	27 - 48	29 - 50
No. 30	12 - 30	16 - 36
No. 50	6 - 17	5 - 20
No. 100	0 - 7	0 - 7
No. 200	0 - 3	0 - 3

Aggregate retained on the No. 8 sieve shall have a maximum of 45 percent crushed particles when tested in conformance with California Test 205. Fine aggregate shall consist of natural sand.

The polyester resin binder in the concrete shall be approximately 12 percent by weight of the dry aggregate; the exact percentage will be determined by the Engineer.

The average of coarse and fine aggregate absorption shall not exceed one percent as determined by California Tests 206 and 207.

At the time of mixing with the resin, the moisture content of the aggregate, as determined by California Test 226, shall not exceed one half of the aggregate absorption.

CONSTRUCTION

The Contractor shall allow 20 day for sampling and testing by the Engineer of the methacrylate resin and polyester resin before the proposed use.

Equipment shall be fitted with suitable traps, filters, drip pans, or other devices as necessary to prevent oil or other deleterious material from being deposited on the deck.

When magnesium phosphate concrete is placed for joint reconstruction, the prime coat shall not be placed on this concrete until at least 72 hours after final set.

When modified high alumina based concrete is place for joint reconstruction, the prime coat shall not be placed on this concrete until at least 30 minutes after final set.

Cleaning the contact surfaces and joints shall be done by abrasive blasting before placing prime coat.

Before applying the methacrylate resin prime coat, the area to receive the prime coat shall be dry and blown clean by compressed air to remove accumulated dust and any other loose material.

The prepared surface temperature shall be at least 50°F and not more than 100°F, and the relative humidity less than 85 percent when the prime coat is applied.

The prime coat shall be uniformly applied to completely cover the surface to receive the polyester concrete. The rate of spread shall be approximately 100 square feet per gallon. Immediately after the prime coat has been applied, the polyester concrete expansion dam shall be placed.

Polyester concrete shall be mixed in mechanically operated mixers.

The amount of initiator used in polyester concrete shall be sufficient to produce an initial set time between 30 minutes and 120 minutes during placement. Accelerators or inhibitors may be required to achieve proper set times and shall be used as recommended by the resin supplier.

The resin binder shall be initiated and thoroughly blended just before mixing with aggregate. The polyester concrete shall be mixed a minimum of 2 minutes before placing.

Polyester concrete shall be placed before gelling and within 15 minutes following addition of initiator, whichever occurs first. Polyester concrete that is not placed within this time shall be discarded.

The polyester concrete shall be thoroughly tamped into place and surfaces shall be struck off to the required grade.

A sand finish shall be uniformly applied immediately after polyester concrete strike-off and before gelling occurs to provide a minimum uniform coverage of 0.8 pounds per square yard. The sand shall be commercial quality blast sand conforming to the quality and dryness requirements for polyester concrete aggregate as specified in these special provisions. Ninety-five percent of the sand shall pass the No. 8 sieve and 95 percent shall be retained on the No. 20 sieve.

The polyester concrete shall be protected from moisture, traffic, and equipment for a minimum of 4 hours following final finishing. The protection time shall be extended if additional time is required to avoid damaging the polyester concrete, as determined by the Engineer.

Payment:
Repair open joint will be measured by the cubic foot based on the nominal dimensions shown on the plans. No deduction will be made for volume occupied by bar reinforcing steel.

The contract price paid per cubic foot for repair open joint shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in repairing open joints, complete in place, including polyester concrete, sawing and removing the existing portland cement concrete, preparing and cleaning contact surfaces, furnishing and placing bar reinforcing steel, furnishing and applying methacrylate resin prime coat, placing polyester concrete, and disposal of materials as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for execution of the public safety plan shall be considered as included in the contract price paid for polyester concrete, and no additional compensation will be allowed therefor.

ITEM NO. 27 - CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL

This work includes cleaning and sealing existing bridge deck open joints at Bent 2 and Pier 5 as shown on the plans, as specified in the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and as specified herein.

Cleaning shall include removal of all existing seal material, dirt, debris, damaged waterstop, and joint filler, and shall be accomplished by methods that do not damage existing sound concrete surfaces.

Joint size shall be verified after the joint has been cleaned.

The Contractor shall take necessary precautions to ensure that material removed from expansion joints does not fall onto public pedestrian or bicycle traffic on the multi-use paths or into the waterway beneath the bridge. The Contractor shall submit for the Engineer's approval, details for preventing material, equipment, or debris from falling onto traffic or railroad property.

Joints with undamaged waterstops shall be cleaned only to the top of the waterstop, provided the waterstop does not have to be removed for placement of the seal.

Joints without waterstops and joints with waterstops with existing damage or damage caused by the Contractor, shall be cleaned down to the hinge seat or bearing seat, unless otherwise directed by the Engineer.

All joint damage shall be repaired as directed by the Engineer.

Cleaning joints below existing damaged waterstops and repairing existing joint damage will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications. The cost of repairing damage caused by the Contractor's operations shall be borne by the Contractor.

Materials removed from the expansion joint, except for surface dust, shall be recovered and disposed of away from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the State Standard Specifications.

Saw cutting of grooves will not be required at existing joints that are to be sealed with Type A joint seal unless ordered by the Engineer. The Contractor must make saw cuts as ordered by the Engineer, and the saw cutting will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

Payment:

Cleaning and sealing existing open joints will be measured by the linear foot for the length of the deck joint as shown on the plans.

The contract unit price paid per linear foot for clean existing open joint, place Type A seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning open joints and constructing the joint seals, including protecting, repairing, and cleaning, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 28 - REMOVE AND REPLACE TYPE A SEAL

This work includes removing existing seal material, cleaning and sealing existing bridge deck joints at Bents 7 and 8 as shown on the plans, as specified in the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and as specified herein.

Cleaning shall include removal of all existing seal material, dirt, debris, damaged waterstop, and joint filler, and shall be accomplished by methods that do not damage existing sound concrete surfaces.

Joint size shall be verified after the joint has been cleaned.

The Contractor shall take necessary precautions to ensure that material removed from expansion joints does not fall onto public pedestrian or bicycle traffic on the multi-use paths or into the waterway beneath the bridge. The Contractor shall submit for the Engineer's approval, details for preventing material, equipment, or debris from falling onto traffic or railroad property.

Joints with undamaged waterstops shall be cleaned only to the top of the waterstop, provided the waterstop does not have to be removed for placement of the seal.

Joints without waterstops and joints with waterstops with existing damage or damage caused by the Contractor, shall be cleaned down to the hinge seat or bearing seat, unless otherwise directed by the Engineer.

All joint damage shall be repaired as directed by the Engineer.

Cleaning joints below existing damaged waterstops and repairing existing joint damage will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications. The cost of repairing damage caused by the Contractor's operations shall be borne by the Contractor.

Materials removed from the expansion joint, except for surface dust, shall be recovered and disposed of away from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must be furnished and installed. Payment to the Contractor for furnishing the larger

seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the State Standard Specifications.

Saw cutting of grooves will not be required at existing joints that are to be sealed with Type A joint seal unless ordered by the Engineer. The Contractor must make saw cuts as ordered by the Engineer, and the saw cutting will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

Payment:
Remove and replace Type A deck joint seals will be measured by the linear foot for the length of the deck joint as shown on the plans.

The contract unit price paid per linear foot remove and replace Type A seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing existing seals and constructing the joint seals, including protecting, repairing, and cleaning, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 29 - REMOVE AND REPLACE TYPE B SEAL (MR = 2")

This work includes removing existing seal material, cleaning and sealing existing bridge deck joints at Bent 9 and Abutment 15 as shown on the plans, as specified in the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and as specified herein.

Cleaning shall include removal of all existing seal material, dirt, debris, damaged waterstop, and joint filler, and shall be accomplished by methods that do not damage existing sound concrete surfaces.

Joint size shall be verified after the joint has been cleaned.

The Contractor shall take necessary precautions to ensure that material removed from expansion joints does not fall onto public pedestrian or bicycle traffic on the multi-use paths or into the waterway beneath the bridge. The Contractor shall submit for the Engineer's approval, details for preventing material, equipment, or debris from falling onto traffic or railroad property.

Joints with undamaged waterstops shall be cleaned only to the top of the waterstop, provided the waterstop does not have to be removed for placement of the seal.

Joints without waterstops and joints with waterstops with existing damage or damage caused by the Contractor, shall be cleaned down to the hinge seat or bearing seat, unless otherwise directed by the Engineer.

All joint damage shall be repaired as directed by the Engineer.

Cleaning joints below existing damaged waterstops and repairing existing joint damage will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard

Specifications. The cost of repairing damage caused by the Contractor's operations shall be borne by the Contractor.

Materials removed from the expansion joint, except for surface dust, shall be recovered and disposed of away from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the State Standard Specifications.

Payment:
Remove and replace Type B deck joint seals will be measured by the linear foot for the length of the deck joint as shown on the plans.

The contract unit price paid per linear foot remove and replace Type B seal (MR = 2") shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing existing seals and constructing the joint seals, including protecting, repairing, and cleaning and saw cutting joints, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 30 - CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL

This work includes cleaning and sealing existing bridge deck intermediate joints in Spans 3, 4 and 5 as shown on the plans, as specified in the provisions in Section 51, "Concrete Structures," of the State Standard Specifications and as specified herein.

Cleaning shall include removal of all existing seal material, dirt, debris, damaged waterstop, and joint filler, and shall be accomplished by methods that do not damage existing sound concrete surfaces.

Joint size shall be verified after the joint has been cleaned.

The Contractor shall take necessary precautions to ensure that material removed from expansion joints does not fall into the waterway beneath the bridge. The Contractor shall submit for the Engineer's approval, details for preventing material, equipment, or debris from falling onto traffic or railroad property.

Joints with undamaged waterstops shall be cleaned only to the top of the waterstop, provided the waterstop does not have to be removed for placement of the seal.

Joints without waterstops and joints with waterstops with existing damage or damage caused by the Contractor, shall be cleaned down to the hinge seat or bearing seat, unless otherwise directed by the Engineer.
All joint damage shall be repaired as directed by the Engineer.

Cleaning joints below existing damaged waterstops and repairing existing joint damage will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications. The cost of repairing damage caused by the Contractor's operations shall be borne by the Contractor.

Materials removed from the expansion joint, except for surface dust, shall be recovered and disposed of away from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the State Standard Specifications.

Saw cutting of grooves will not be required at existing joints that are to be sealed with Type A joint seal unless ordered by the Engineer. The Contractor must make saw cuts as ordered by the Engineer, and the saw cutting will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the State Standard Specifications.

Payment:
Cleaning and sealing existing intermediate joints will be measured by the linear foot for the length of the deck joint as shown on the plans.

The contract unit price paid per linear foot for clean existing intermediate joint, place Type A seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning intermediate joints and constructing the joint seals, including protecting, repairing, and cleaning, complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 31 - STRUCTURE APPROACH TYPE R (30D)

GENERAL

Summary

This work includes removing portions of existing structures, existing pavement and base including reinforced concrete approach slabs, asphalt concrete surfacing, portland cement concrete pavement, subsealing material, and cement treated base,and constructing a new reinforced concrete approach slab at Abutment 1, including paving notch extension and structure approach drainage system in conformance with the details shown on the plans and these special provisions.

Reinforced concrete approach slabs must comply with Section 51, "Concrete Structures," of the State Standard Specifications.

Quality Control and Assurance

Trial Slab

Before beginning work on approach slabs constructed using RSC, you must successfully complete one or more trial slabs for each concrete mix design to be used in constructing the approach slabs.

Trial slabs must be constructed, finished, cured, and tested with the materials, tools, equipment, personnel, and methods to be used in completing the approach slab. Trial slabs must demonstrate that you are capable of producing approach slabs in conformance with the provisions in this section, within anticipated time periods including delivery, placement, finishing, and curing times, and under similar atmospheric and temperature conditions expected during construction operations. Multiple trial slabs for each approach slab concrete mix design may be required to envelop variable atmospheric conditions.

The minimum trial slab dimensions must be 10' x 20' x 9". Place trial slabs near the job site at a location acceptable to the Engineer except slabs must not be placed on the roadway or within the project limits.

Perform compressive strength testing under Section 90-9, "Compressive Strength," of the State Standard Specifications. Trial slab concrete must develop compressive strengths of at least 1200 psi at the age of break used for prequalification of the concrete, and at least 2500 psi at 3 days.

MATERIALS

Concrete

Concrete for structure approach slabs must contain not less than 675 pounds of cementitious material per cubic yard and must comply with "Rapid Strength Concrete for Structures" of these special provisions.

Temporary Structural Section

HMA must consist of commercial quality aggregate and asphalt binder. The grading of the aggregate must comply with the 3/4-inch HMA Types A and B grading specified in Section 39-1.02E, "Aggregate," of the State Standard Specifications. The asphalt binder must comply with the requirements for liquid asphalt SC-800 in Section 93, "Liquid Asphalts," of the State Standard Specifications. The amount of asphalt binder to be mixed with the aggregate must be approximately 0.3 percent less than the optimum bitumen content as determined by California Test 367.

Aggregate Base (Approach Slab)

Aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete must be produced from commercial quality aggregates consisting of broken stone, crushed gravel or natural rough-surfaced gravel, and sand, or any combination thereof. The grading of the aggregate base must comply with the 3/4-inch maximum grading specified in Section 26-1.02A, "Class 2 Aggregate Base," of the State Standard Specifications.

Plastic Pipe

Plastic pipe shall conform to the provisions for pipe for edge drains and edge drain outlets in Section 68-3, "Edge Drains," of the State Standard Specifications.

Drainage Pads

Concrete for use in drainage pads shall be minor concrete, except the concrete shall contain not less than 506 pounds of cement per cubic yard.

Treated Permeable Base for Approach Slab Drainage

Treated permeable base to be placed around the slotted plastic pipe below the approach slab shall be cement treated permeable base conforming to the provisions for cement treated permeable base in Section 29, "Treated Permeable Bases," of the State Standard Specifications and these special provisions.

The filter fabric to be placed around the treated permeable base shall conform to the provisions for filter fabric for edge drains in Section 88, "Engineering Fabrics," of the State Standard Specifications.

Miscellaneous Materials

Steel components of abutment ties, including plates, nuts, washers, and rods, must comply with Section 75-1.03, "Miscellaneous Bridge Metal," of the State Standard Specifications.

Hardboard and expanded polystyrene must comply with Section 51-1.12D, "Sheet Packing, Preformed Pads, and Board Fillers," of the State Standard Specifications.

Building paper must be commercial quality 30-pound asphalt felt.

PVC conduit used to encase the abutment tie rod must be commercial quality.

CONSTRUCTION

General

The thickness shown on the plans for structure approach slabs is the minimum thickness. The thickness may vary depending on the thickness of the pavement and base materials removed.

Dispose of all materials no longer required in the work under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Schedule your work so that the pavement and base materials removed during a work period are replaced in that same work period with properly finished and cured approach slab concrete before the time the lane is to be opened to public traffic as specified in "Maintaining Traffic" of these special provisions.

If the existing pavement and base materials are removed, and you are unable to construct, finish, and cure the new approach slab by the time the lane is to be opened to public traffic, you must fill the excavation with a temporary roadway structural section as specified in this section, "Structure Approach Slabs Type R (30D)."

Temporary Roadway Structural Section

Provide a standby quantity of hot mix asphalt (HMA) and aggregate base at the job site equal to the quantity of pavement removed during the work shift for construction of a temporary roadway structural section. The temporary structural section must consist of a 0.3-foot-thick layer of HMA over aggregate base.

Spread and compact aggregate base and HMA by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material and a surfacing of uniform smoothness, texture, and density. The aggregate base and the HMA may each be spread and compacted in one layer. The finished surface of the HMA must not vary more than 0.05 foot from the lower edge of a 12-foot straightedge placed parallel with the centerline and must match the elevation of the existing pavement and structure along the joints between the existing pavement and structure and the temporary surfacing.

Maintain the temporary structural section until you are able to construct and cure the approach slab with the prescribed time limit.

Removing Portions Of Existing Structures

Removing Existing Pavement And Base Materials

Sawcut full depth the outline of portland cement concrete to be removed with a power-driven concrete saw.

Cut the outlines of excavations in asphalt concrete on a neat line to a minimum depth of 0.25 foot with a power-driven concrete saw or wheel-type rock cutting excavator before any asphalt concrete material is removed. These excavations must be permanently or temporarily backfilled to conform to the grade of the adjacent pavement before opening the lane to public traffic. Surplus excavated material may be used as temporary backfill material.

Regardless of the type of equipment used to remove concrete within the sawed outline, do not use power impact tools within 1.5 feet of the pavement that is required to remain in place.

Uniformly grade and compact the existing base material remaining in place after removing the existing pavement and base materials to the required depth. The finished surface of the base material at any point must not extend above the grade approved by the Engineer.

Fill areas of base material that are low as a result of over excavation with structure approach slab concrete in the same operation that the new concrete is placed.

Where pavement subsealing has been performed under existing approach slabs, remove the full depth of subsealing material. Where removal of cement treated base is required to construct the approach slab, remove the full depth of the cement treated base.

Fill voids between the new structure approach slab and the base material remaining in place that are caused by removal of subsealing material or cement treated base with either aggregate base (approach slab) or structure approach slab concrete. If you choose to fill these voids with structure approach slab concrete, fill the voids in the same operation that the new concrete is placed.

Establish a grade line for the new approach slab that will provide a smooth profile grade. The profile grade will be subject to approval by the Engineer.

Aggregate Base (Approach Slab)

Spread and compact aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material to the grade approved by the Engineer. Where the required thickness of aggregate base is 8 inches or less, the base may be spread and compacted in one layer. Where the required thickness of aggregate base is more than 8 inches, the base must be spread and compacted in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 8 inches.

The finished surface of the base material at any point must not extend above the grade approved by the Engineer. Fill areas of base material that are lower than the grade approved by the Engineer with structure approach slab concrete in the same operation that the new concrete is placed.

Bonding Bar Reinforcement

Bond bar reinforcement or abutment tie rods in drilled holes under the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the State Standard Specifications.

If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole must be drilled adjacent to the rejected hole to the depth shown on the plans.

PAVING NOTCH EXTENSION

Concrete for paving notch extension shall be a high-strength material consisting of either magnesium phosphate concrete, modified high alumina based concrete, or portland cement based concrete. Magnesium phosphate concrete shall conform to the provisions for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the State Standard Specifications and these special provisions. Modified high alumina based concrete and portland cement based concrete shall be water activated and shall conform to the provisions for single component (water activated) magnesium phosphate concrete in Section 83-2.02D(1), "General," of the State Standard Specifications and these special provisions.

At least one hour shall elapse between the time of placing concrete for the paving notch extension and placing concrete for the structure approach slab.

A clean, uniform, rounded aggregate filler may be used to extend the concrete. The moisture content of the aggregate shall not exceed 0.5 percent. Grading of the aggregate shall conform to the following:

Sieve Sizes	Percentage Passing
1/2"	100
No. 16	0-5

The amount of aggregate filler shall conform to the manufacturer's recommendation, but in no case shall the concrete strengths be less than that specified for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the State Standard Specifications.

The components of dual component (with a prepackaged liquid activator) magnesium phosphate shall be combined by mixing complete units supplied by the manufacturer. Portions of units shall not be used. Water shall not be added to dual component magnesium phosphate.

Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum or copper. Modified high alumina based concrete shall not be mixed in containers or worked with tools containing aluminum.

Concrete shall not be retempered. Finishing tools that are cleaned with water shall be thoroughly dried before working the concrete.

When placing concrete on slopes exceeding 5 percent, the Engineer may require the Contractor to provide a flow controlled modified material.

Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the State Standard Specifications. Magnesium phosphate concrete shall not be cured.

The surface temperature of the areas to receive the concrete shall be 40° F or above when the concrete is placed. The contact surface to receive the magnesium phosphate concrete shall be dry. The contact surfaces to receive the modified high alumina concrete or portland cement based concrete may be damp but not saturated.

The construction joint between the paving notch extension and the existing abutment shall conform to the provisions for horizontal construction joints in Section 51-1.13, "Bonding," of the State Standard Specifications. Concrete shall be placed in the spalled portions of the existing paving notch concurrently with the concrete for the paving notch extension.

Attention is directed to "Reinforcement" of these special provisions.

Structure excavation and backfill shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill," of the State Standard Specifications, except for payment.

Drilling of holes and bonding of reinforcing steel dowels shall conform to the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the State Standard Specifications. 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 a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

Finishing Approach Slabs

Finish the top surface of the approach slab under the provisions for decks in Section 51-1.17, "Finishing Bridge Decks," of the State Standard Specifications. The finished top surface must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge placed parallel with the centerline. Edges of slabs must be edger finished. The provisions for deck crack treatment do not apply to Type R approach slabs.

The surface of the approach slab will not be profiled, and the Profile Index requirements do not apply.

Approach slab concrete shall be cured before the time the lane is to be opened to public traffic as specified in "Maintaining Traffic" of these special provisions.

Sealing Joints

Payment:

Payment shall be at the unit price bid per cubic yard for structure approach Type R (30D) in conformance with the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the State Standard Specifications and these special provisions.

Full compensation for removing and disposing of portions of existing structures and pavement materials, and for furnishing and placing, slotted plastic pipe, treated permeable base, filter fabric and pourable seals shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base (approach slab), complete in place, including excavation and removing and disposing of base and subsealing materials, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for furnishing, stockpiling, and disposing of standby material for construction of temporary structural sections; and for constructing, maintaining, removing, and disposing of temporary structural sections shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for furnishing all labor, materials (including concrete for the paving notch spalled areas), tools, equipment, and incidentals, and for doing all the work involved in constructing the paving notch extension, complete in place, including structure excavation and

backfill, reinforcement, and drilling and bonding dowels, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for drilling and bonding of bar reinforcement or abutment tie rods shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

Full compensation for constructing, testing, and removing trial slabs shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30D), and no separate payment will be made therefor.

ITEM NO. 32 - STRUCTURE APPROACH TYPE R (30S)

GENERAL

Summary

This work includes removing portions of existing structures, existing pavement and base including reinforced concrete approach slabs, asphalt concrete surfacing, portland cement concrete pavement, subsealing material, and cement treated base,and constructing a new reinforced concrete structure approach slab at Abutment 15, including structure approach drainage system in conformance with the details shown on the plans and these special provisions.

Reinforced concrete approach slabs must comply with Section 51, "Concrete Structures," of the State Standard Specifications.

Quality Control and Assurance

Trial Slab

Before beginning work on approach slabs constructed using RSC, you must successfully complete one or more trial slabs for each concrete mix design to be used in constructing the approach slabs.

Trial slabs must be constructed, finished, cured, and tested with the materials, tools, equipment, personnel, and methods to be used in completing the approach slab. Trial slabs must demonstrate that you are capable of producing approach slabs in conformance with the provisions in this section, within anticipated time periods including delivery, placement, finishing, and curing times, and under similar atmospheric and temperature conditions expected during construction operations. Multiple trial slabs for each approach slab concrete mix design may be required to envelop variable atmospheric conditions.

The minimum trial slab dimensions must be 10' x 20' x 9". Place trial slabs near the job site at a location acceptable to the Engineer except slabs must not be placed on the roadway or within the project limits.

Perform compressive strength testing under Section 90-9, "Compressive Strength," of the State Standard Specifications. Trial slab concrete must develop compressive strengths of at least 1200 psi at the age of break used for prequalification of the concrete, and at least 2500 psi at 3 days.

MATERIALS

Concrete

Concrete for structure approach slabs must contain not less than 675 pounds of cementitious material per cubic yard and must comply with "Rapid Strength Concrete for Structures" of these special provisions.

Temporary Structural Section

HMA must consist of commercial quality aggregate and asphalt binder. The grading of the aggregate must comply with the 3/4-inch HMA Types A and B grading specified in Section 39-1.02E, "Aggregate," of the State Standard Specifications. The asphalt binder must comply with the requirements for liquid asphalt SC-800 in Section 93, "Liquid Asphalts," of the State Standard Specifications. The amount of asphalt binder to be mixed with the aggregate must be approximately 0.3 percent less than the optimum bitumen content as determined by California Test 367.

Aggregate Base (Approach Slab)

Aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete must be produced from commercial quality aggregates consisting of broken stone, crushed gravel or natural rough-surfaced gravel, and sand, or any combination thereof. The grading of the aggregate base must comply with the 3/4-inch maximum grading specified in Section 26-1.02A, "Class 2 Aggregate Base," of the State Standard Specifications.

Plastic Pipe

Plastic pipe shall conform to the provisions for pipe for edge drains and edge drain outlets in Section 68-3, "Edge Drains," of the State Standard Specifications.

Drainage Pads

Concrete for use in drainage pads shall be minor concrete, except the concrete shall contain not less than 506 pounds of cement per cubic yard.

Treated Permeable Base for Approach Slab Drainage

Treated permeable base to be placed around the slotted plastic pipe below the approach slab shall be cement treated permeable base conforming to the provisions for cement treated permeable base in Section 29, "Treated Permeable Bases," of the State Standard Specifications and these special provisions.

The filter fabric to be placed around the treated permeable base shall conform to the provisions for filter fabric for edge drains in Section 88, "Engineering Fabrics," of the State Standard Specifications.

Miscellaneous Materials

Hardboard and expanded polystyrene must comply with Section 51-1.12D, "Sheet Packing, Preformed Pads, and Board Fillers," of the State Standard Specifications.

CONSTRUCTION

General

The thickness shown on the plans for structure approach slabs is the minimum thickness. The thickness may vary depending on the thickness of the pavement and base materials removed. Dispose of all materials no longer required in the work under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Schedule your work so that the pavement and base materials removed during a work period are replaced in that same work period with properly finished and cured approach slab concrete before the time the lane is to be opened to public traffic as specified in "Maintaining Traffic" of these special provisions.

If the existing pavement and base materials are removed, and you are unable to construct, finish, and cure the new approach slab by the time the lane is to be opened to public traffic, you must fill the excavation with a temporary roadway structural section as specified in this section, "Structure Approach Slabs Type R (30D)."

Temporary Roadway Structural Section

Provide a standby quantity of hot mix asphalt (HMA) and aggregate base at the job site equal to the quantity of pavement removed during the work shift for construction of a temporary roadway structural section. The temporary structural section must consist of a 0.3-foot-thick layer of HMA over aggregate base.

Spread and compact aggregate base and HMA by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material and a surfacing of uniform smoothness, texture, and density. The aggregate base and the HMA may each be spread and compacted in one layer. The finished surface of the HMA must not vary more than 0.05 foot from the lower edge of a 12-foot straightedge placed parallel with the centerline and must match the elevation of the existing pavement and structure along the joints between the existing pavement and structure and the temporary surfacing.

Maintain the temporary structural section until you are able to construct and cure the approach slab with the prescribed time limit.

Removing Portions of Existing Structures

Remove portions of the existing structure, under "Existing Highway Facilities" of these special provisions and Section 15-4, "Bridge Removal," of the State Standard Specifications.

Removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the State Standard Specifications.

Removing Existing Pavement and Base Materials

Sawcut full depth the outline of portland cement concrete to be removed with a power-driven concrete saw.
Cut the outlines of excavations in asphalt concrete on a neat line to a minimum depth of 0.25 foot with a power-driven concrete saw or wheel-type rock cutting excavator before any asphalt concrete material is removed. These excavations must be permanently or temporarily backfilled to conform to the grade of the adjacent pavement before opening the lane to public traffic. Surplus excavated material may be used as temporary backfill material.

Regardless of the type of equipment used to remove concrete within the sawed outline, do not use power impact tools within 1.5 feet of the pavement that is required to remain in place.

Uniformly grade and compact the existing base material remaining in place after removing the existing pavement and base materials to the required depth. The finished surface of the base material at any point must not extend above the grade approved by the Engineer.

Fill areas of base material that are low as a result of over excavation with structure approach slab concrete in the same operation that the new concrete is placed.

Where pavement subsealing has been performed under existing approach slabs, remove the full depth of subsealing material. Where removal of cement treated base is required to construct the approach slab, remove the full depth of the cement treated base.

Fill voids between the new structure approach slab and the base material remaining in place that are caused by removal of subsealing material or cement treated base with either aggregate base (approach slab) or structure approach slab concrete. If you choose to fill these voids with structure approach slab concrete, fill the voids in the same operation that the new concrete is placed.

Establish a grade line for the new approach slab that will provide a smooth profile grade. The profile grade will be subject to approval by the Engineer.

Aggregate Base (Approach Slab)

Spread and compact aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material to the grade approved by the Engineer. Where the required thickness of aggregate base is 8 inches or less, the base may be spread and compacted in one layer. Where the required thickness of aggregate base is more than 8 inches, the base must be spread and compacted in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 8 inches.

The finished surface of the base material at any point must not extend above the grade approved by the Engineer. Fill areas of base material that are lower than the grade approved by the Engineer with structure approach slab concrete in the same operation that the new concrete is placed.

Bonding Bar Reinforcement

Bond bar reinforcement in drilled holes under the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the State Standard Specifications.

If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole must be drilled adjacent to the rejected hole to the depth shown on the plans.

Finishing Approach Slabs

Finish the top surface of the approach slab under the provisions for decks in Section 51-1.17, "Finishing Bridge Decks," of the State Standard Specifications. The finished top surface must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge placed parallel with the centerline. Edges of slabs must be edger finished. The provisions for deck crack treatment do not apply to Type R approach slabs.

The surface of the approach slab will not be profiled, and the Profile Index requirements do not apply.

Approach slab concrete shall be cured before the time the lane is to be opened to public traffic as specified in "Maintaining Traffic" of these special provisions.

Sealing Joints

Payment:

Payment shall be at the unit price bid per cubic yard for structure approach Type R (30S) in conformance with the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the State Standard Specifications and these special provisions.

Full compensation for removing and disposing of portions of existing structures and pavement materials, including the existing structure approach slab, and for furnishing and placing, slotted plastic pipe, treated permeable base, filter fabric and pourable seals shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base (approach slab), complete in place, including excavation and removing and disposing of base and subsealing materials, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

Full compensation for furnishing, stockpiling, and disposing of standby material for construction of temporary structural sections; and for constructing, maintaining, removing, and disposing of temporary structural sections shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

Full compensation for drilling and bonding of bar reinforcement shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

Full compensation for constructing, testing, and removing trial slabs shall be considered as included in the contract price paid per cubic yard for structure approach Type R (30S), and no separate payment will be made therefor.

ITEM NO. 33 - SIDEWALK JOINT COVER

This work shall consist of furnishing and installing molded elastomeric hinged sidewalk joint cover systems in accordance with the details shown on the plans and the requirements of the specifications. The molded elastomeric hinged cover systems are proprietary designs utilizing extruded rubber covers integral with independent metal plates.

Submittals

Template Drawings - Submit typical molded elastomeric hinged cover system cross-section(s) indicating pertinent dimensioning, general construction, component connections, and anchorage methods.

Product Delivery, Storage and Handling

Deliver products in each manufacturer's original, intact, labeled containers and store under cover in a dry location until installed. Store off the ground, protect from weather and construction activities.

Acceptable Manufacturer

All molded elastomeric hinged cover systems shall be WaboSafetyFlex, Model "SFP-600" as designed and manufactured by Watson Bowman Acme, 95 Pineview Drive, Amherst, New York 14228, or approved equal.

Any manufacturer wishing to submit an alternative product must provide the following:

1. A working three (3) foot sample of the proposed system with a letter describing how system is considered equal to the specified system.

2. Letter from approved independent laboratory stating that the proposed product's physical properties and design meet the requirements of the project specification.

3. A project proposal drawing that illustrates the recommended alternate system installed in the concrete deck that is specific to the project.

4. Verifiable list of prior installations showing successful experience with the proposed systems.

5. Any substitution products not adhering to all specification requirements within, will not be considered.

Quality Assurance

A. Warranty: The molded elastomeric hinged sidewalk joint cover system shall be warranted for a period of one (1) year for normal traffic usage under specified movement limitations and design conditions as described by the manufacturer.

The provided one (1) year warranty shall be a materials only warranty. Manufacturer will supply all materials needed to properly repair or replace defective or damaged product within the term of the warranty.

B. Manufacturer: Shall have a minimum five (5) years experience specializing in the manufacturing of molded expansion joint elastomeric hinged cover systems. Verification of experience will be required.

PRODUCT

Provide molded elastomeric hinged sidewalk joint cover system that is capable of spanning joint openings based upon existing joint movement requirements and comply with Americans with Disabilities Act (ADA) requirements for accessible paths of travel, as described in the ADA Accessibility Guidelines for Buildings and Facilities. Install all components per manufacturer's recommendations.

Components and Materials

EPDM Rubber Cover: When installed, the top surface of the cover profile shall be non-slip and provide a suitable transition across the joint opening. Material shall be EPDM or manufacturer's alternate material exhibiting a shore A hardness of 60 +/- 5.

PHYSICAL PROPERTY	ASTM TEST METHOD	REQUIREMENTS
Tensile Strength	D 412	10.4MPa (1500psi) min.
Ultimate Elongation	D 412	350% min
Hardness, Shore A 7 days @ -10°C (14°F)	D 2240	60 +/- 5
Heat Resistance, 70 hrs. @ 100°C (212°F) Tensile Strength Change Ultimate Elongation Change Hardness Change	D 573	 - 25% max - 25% max + 10 pts max
Oil Resistance, 70 hrs. @ 100°C (212°F) Volume Change	D 471	+ 120% max
Ozone Resistance, 50 pphm for 70 hrs. @ 104°F	D 518	100 quality retention rating

Compression Set, 22 hrs. @70°C	D 395	+ 50% max

Metal plates – Provide 3/16" steel plates and 1/4" thick (SFP-600 & SFP-1000), 1/2" thick (SFP-1200 & SFP-1800) structural steel plates, to accommodate various structural joint sizes and movement requirements.

Anchors - Provide 1/2" dia. x 3 7/8" long manufacturer's recommended Heavy Duty Concrete Anchor at 16" o.c. max. spacing. Install anchors in strict accordance with manufacturer's instructions in sound concrete with 3 3/8" minimum anchor embedment.

Fabrication
Molded elastomeric hinged sidewalk joint covers shall be shipped in one piece.

Finishes
Color of exposed elastomeric surfaces shall be concrete grey.

EXECUTION

Installation
Protect elastomeric hinged sidewalk joint cover system from damage during installation of adjacent materials and thereafter until completion of all work.

Elastomeric hinged sidewalk joint cover systems shall be installed per the manufacturer's recommendations.

Clean and Protect
Protect system and its components during construction. After work is complete in adjacent areas clean exposed surfaces with a suitable cleaner that will not harm or attack the elastomeric material.

Payment:
Payment shall be at the unit price bid per linear foot for sidewalk joint covers and shall include all labor, materials, equipment and incidentals necessary to furnish and install sidewalk joint covers, as shown on the plans, as specified herein and as directed by the Engineer.

ITEM NO. 34 - RECONSTRUCT TUBULAR HANDRAILING

This item shall consist of reconstructing damaged portions of galvanized steel tubular handrailing where shown on the Plans and in conformance with the provisions in Sections 83-1, "Railings," of the State Standard Specifications.

Payment:
Payment shall be at the unit price bid per linear foot for reconstruct tubular handrailing and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with reconstructing tubular handrailing, including removing

and disposing of existing tubular handrailing, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 35 - CONCRETE BARRIER TYPE 25

This item shall consist of constructing concrete barrier Type 25 where shown on the Plans and in conformance with the provisions in Sections 83-2, "Barriers," of the State Standard Specifications, and shall include removal of the existing concrete barrier.

Payment:
Payment shall be at the unit price bid per linear foot for concrete barrier Type 25 and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved with constructing concrete barrier Type 25 as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for removing and disposing of existing concrete barrier shall be considered as included in the contract price paid per linear foot for concrete barrier Type 25, and no separate payment will be made therefor.

* END OF SECTION *

SECTION NO. 11 – STANDARD DRAWINGS

CITY STANDARD DRAWINGS

Use City standard drawings as provided in City of Sacramento Standard Specifications for Public Works Construction, dated June 2007, unless more current version of standard drawing is provided herein.

Title	Dwg No.
Standard Curb & Gutter Details	T-11
Truncated Dome Standard Layout	T-78
Truncated Dome Detail	T-79

STATE STANDARD PLANS

Standard Plans List
(Dated May 2006)

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. Applicable Revised Standard Plans (RSP) and New Standard Plans (NSP) indicated below are included in the project plans as individual Standard Plan sheets.

GENERAL ROAD WORK (Miscellaneous)

A10A	**Acronyms and Abbreviations (Sheet 1 of 2)**
A10B	**Acronyms and Abbreviations (Sheet 2 of 2)**
A10C	**Symbols (Sheet 1 of 2)**
A10D	**Symbols (Sheet 2 of 2)**
A20A	**Pavement Markers and Traffic Lines, Typical Details**
A20B	**Pavement Markers and Traffic Lines, Typical Details**
A20C	**Pavement Markers and Traffic Lines, Typical Details**
A20D	**Pavement Markers and Traffic Lines, Typical Details**
A77L1	**Metal Beam Railing Terminal System (Type SRT)**
A87B	**Asphalt Concrete Dikes**

GENERAL ROAD WORK (Pavements)

P1	**Jointed Plain Concrete Pavement**
P18	**Concrete Pavement – Lane Schematics and Isolation Joint Detail**
P30	**Concrete Pavement – End Panel Pavement Transitions**
T13	**Traffic Control System for Lane Closure on Two lane Conventional Highways**

BRIDGE

B0-13	**Bridge Details**
B6-21	**Joint Seals (Maximum Movement Rating = 2")**

B11-53 **Concrete Barrier Type 25**

B11-54 **Concrete Barrier Type 26**

* END OF SECTION *

SECTION NO. 12 - FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

Federal Requirements for Federal – Aid Construction Projects (FR-1 through FR-16)
FHWA-1273, Required Contract Provisions, Federal-Aid Construction Contracts
Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-F)
Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O)

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.
Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
_____
2. Address of joint venture _____
_____
3. Phone number of joint venture _____
_____
4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) _____
_____
a. Describe the role of the MBE firm in the joint venture.
_____
_____
b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____
_____
5. Nature of the joint venture's business _____
_____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? ___
_____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

a. Profit and loss sharing.
b. Capital contributions, including equipment.
c. Other applicable ownership interests.

Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions

b. Management decisions, such as:

1. Estimating

2. Marketing and sales

3. Hiring and firing of management personnel

4. Purchasing of major items or supplies

c. Supervision of field operations

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any pro- posed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

.....	.....
Name of Firm	Name of Firm
.....	.....
Signature	Signature
.....	.....
Name	Name
.....	.....
Title	Title
.....	.....
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]
Date _____

State of _____

County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT $

ITE M NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS NON-DBE	CONTRACT PAYMENTS DBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
ORIGINAL COMMITMENT $			TOTAL	$	$		

DBE

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approve d at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: **Original** - District Construction; **Copy**- Business Enterprise Program; **Copy**- Contractor; **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure; **Copy**- District Local Assistance Engineer; **Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED
BUSINESS ENTERPRISES (DBE), FIRST-TIER
SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.
Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

SECTION NO. 13 - BID PROPOSAL FORMS

Bid Proposal Form
Bid Proposal Guarantee
Drug Free Workplace Policy and Affidavit
List of Subcontractors
Non-Discrimination in Employee Benefits Ordinance Certification
Minimum Qualifications Questionnaire
Equal Employment Opportunity Certification
Public Contract Code Section 10285.1 Statement
Public Contract Code Section 10162 Questionnaire
Public Contract Code Section 10232 Statement
Non Collusion Affidavit
Debarment and Suspension Certification
Nonlobbying Certification for Federal-Aid Contracts
Disclosure of Lobbying Activities Form and Instructions
Local Agency Bidder - DBE Commitment (Exhibit 15-G(1))
DBE Information – Good Faith Efforts (Exhibit 15-H)
Local Agency Bidder - DBE Information (Exhibit 15-G(2))
Excerpts from the California Labor Code Relating to Apprentices on Public Works
Duns Form
Green Contracting Survey
Title VI Language
Bidders List (Exhibit 12-G, Part I & II)

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

Bid Proposal
Revised 8/25/2015
Page 1 of 4

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

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

H STREET BRIDGE REHABILITATION OVER AMERICAN RIVER
(T15135300)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	TRAFFIC CONTROL SYSTEM	1	LS	$ 50,000	$ 50,000
2.	REMOVE TRAFFIC STRIPE	2,930	LF	$ 2	$ 5,860
3.	REMOVE YELLOW PAINTED TRAFFIC STRIPE	1,080	LF	$ 2	$ 2,160
4.	COLD PLANE ASPHALT CONCRETE	38	CY	$ 160	$ 6,080
5.	TRAFFIC STRIPE	4,550	LF	$ 1	$ 4,550
6.	PAVEMENT MARKERS (RETROREFLECTIVE)	770	EA	$ 6	$ 4,620
7.	AGGREGATE BASE CLASS 2	16	CY	$ 175	$ 2,800
8.	CURB & GUTTER TYPE 1 (MOD)	26	LF	$ 165	$ 4,290
9.	MEDIAN CURB TYPE 14	26	LF	$ 165	$ 4,290
10.	MEDIAN CURB TYPE 14 (MOD)	26	LF	$ 165	$ 4,290
11.	CURB TYPE 3	14	LF	$ 165	$ 2,310
12.	TRUNCATED DOME MATS	1	EA	$ 7,500	$ 7,500
13.	PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)	31	CY	$ 1,400	$ 43,400
14.	CONCRETE PAVEMENT TRANSITION PANEL	42	CY	$ 1,900	$ 37,800
15.	PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)	65	TON	$ 225	$ 14,625

16.	PLACE HOT MIX ASPHALT DIKE (TYPE A)	17	LF	$ 65	$ 1,105
17.	REMOVE METAL BEAM GUARD RAILING	1	LS	$ 5,500	$ 5,500
18.	METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)	2	EA	$ 6,500	$ 13,000
19.	HANDRAILING (F)	32	LF	$ 275	$ 8,800
20.	CLEAN BRIDGE DECK (F)	38,100	SF	$ .20	$ 7,620
21.	FURNISH BRIDGE DECK TREATMENT MATERIAL	450	GAL	$ 75	$ 33,750
22.	TREAT BRIDGE DECK (F)	38,100	SF	$ .20	$ 7,620
23.	REPAIR SPALLED OVERHANG BRACKETS	10	SF	$ 1,600	$ 16,000
24.	EPOXY-INJECT CRACK	21	LF	$ 325	$ 6,825
25.	REPAIR OPEN JOINT	63	CF	$ 225	$ 14,175
26.	CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL	105	LF	$ 20	$ 2,100
27.	REMOVE AND REPLACE TYPE A SEAL	135	LF	$ 35	$ 4,725
28.	REMOVE AND REPLACE TYPE B SEAL (MR = 2")	135	LF	$ 55	$ 7,425
29.	CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL	756	LF	$ 65	$ 49,140
30.	STRUCTURE APPROACH TYPE R (30D) (F)	50	CY	$ 2,200	$ 110,000
31.	STRUCTURE APPROACH TYPE R (30S) (F)	66	CY	$ 1,800	$ 118,800
32.	SIDEWALK JOINT COVER	50	LF	$ 225	$ 11,250
33.	RECONSTRUCT TUBULAR HANDRAILING (F)	20	LF	$ 375	$ 7,500
34.	CONCRETE BARRIER TYPE 25 (F)	10	LF	$ ~~2,500~~ 250	$ 2,500

(F) – denotes final pay quantity

CONTRACTOR NAME:

TOTAL $ ~~6[illegible]~~ 622,410

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY (80) 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.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown.

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	8/7/2015
Add. #	2	DATE	8/21/2015
Add. #	3	DATE	8/26/2015
	4		8/28/2015
	5		9/11/2015

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

Co-Partnership

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
X BID BOND
_____ MONEY ORDER
_____ OTHER SECURITY

CONTRACTOR:

By _____ (Signature)

Jay Zoellner (Print or Type)

Title Managing Partner

Address 871 Cotting Court Suite A Vacaville CA 95688

Telephone No. 707 449 3604

Fax No. 707 449 3641

Email Address JZOELLNER@Pacificic.net

Date 9/26/2015

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: _____

Contractor's License No. 1004305 Type A

Expiration Date 6/30/2017

Tax I.D. Nos.- Fed. 473504282 State CALIFORNIA

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:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____ Cert #_____ M/WBE_____ Cert #_____

CITY OF SACRAMENTO
Department of Transportation
Engineering Services Division

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; T HE 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: Pacific Infrastructure Construction, LLC

BY: _____ Managing Partner **Date:** 9/16/2015
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)

City of SACRAMENTO

SUBCONTRACTORS LIST

To be eligible for award of this contract, the bidder shall list any business and all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one 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 inclusion of false information or the omission of required information will render the bid non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

SUBCONTRACTOR			
Name	Camblin Steel	**Contact**	Estimating
Address:	4175 Cincinnati	**Phone**	916 644 1300
City, State, Zip	Rocklin CA 95765	**Dollar Value**	26,380
Description of Services	Reinforcing	**Contractor Lic. # (MANDATORY)**	218839
SUBCONTRACTOR			
Name	Frank Medina General Engineering	**Contact**	Roxanne
Address:	10096 Athens Rd	**Phone**	530 743 6744
City, State, Zip	Oroville CA 95966	**Dollar Value**	2370
Description of Services	Remove Guard Rail Tube Rail Hand Rail Mask	**Contractor Lic. # (MANDATORY)**	644373
SUBCONTRACTOR			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Dollar Value**	
Description of Services		**Contractor Lic. # (MANDATORY)**	
SUBCONTRACTOR			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Dollar Value**	
Description of Services		**Contractor Lic. # (MANDATORY)**	
SUBCONTRACTOR			
Name		**Contact**	
Address:		**Phone**	
City, State, Zip		**Dollar Value**	
Description of Services		**Contractor Lic. # (MANDATORY)**	

Add additional pages if necessary.

Revised 4/15/14

REQUIREMENTS FOR THE 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 dom estic 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 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 bus iness, 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 r evocable at-will use or encroachment permit for the use of or encroachment on C ity 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

Pacific Infrastructure Construction, LLC
Name of Contractor

871 Cutting Court Suite A Vacaville CA 95688
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 $25,000, 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 $25,000 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:

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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).

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

9/16/2015
Date

Jay Zeller
Print Name

Managing Partner
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 . . .

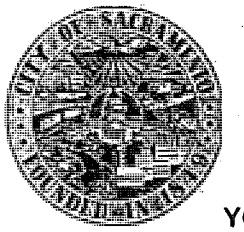
- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  5730 24th St, Bldg 1
  Sacramento, CA 95822

- 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
  5730 24TH St, Bldg 1
  Sacramento, CA 95822

- 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 fom, 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:
   CLASS A 6/30/2017

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 thr ee 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	=	**num ber 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 t hat 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 m atters 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 dedare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Vacaville, CA (Location), on 9/16/2015 (Date)

Signature: _____

Print name: Jay Zeller

Title: Managing Partner

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Pacific Infrastructure Construction, LLC proposed subcontractor _____, hereby certifies that he has ___, has not ✓, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ✓ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ✓

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of Sacramento
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

N A

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]

Print Name: Jay Zoellner

Title: Managing Partner

Telephone No.: 7074493604 Date: 9/16/2015

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

BID PROPOSAL CHECKLIST

The following items are required to be submitted as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.

Included Please (√)		Pages
☐	Bid Proposal Form	1 – 10
☐	Bid Proposal Guarantee	1 only
☐	Drug Free Work Place Certification	1 only
☐	List of Subcontractors	1 only
☐	Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☐	Minimum Qualifications Questionnaire	1 – 6
☐	Equal Employment Opportunity Certification	1 only
☐	Public Contract Code Section 10285.1 Statement & Public Contract Code Section 10162 Questionnaire	1 only
☐	Public Contract Code Section 10232 Statement	1 only
☐	Non Collusion Affidavit	1 only
☐	Debarment and Suspension Certification	1 only
☐	Non-lobbying Certification for Federal-Aid Contracts	1 only
☐	Disclosure of Lobbying Activities Form and Instructions	1 - 2
☐	Local Agency Bidder – DBE Commitment (Exhibit 15-G)*	1 - 2
☐	DBE Information – Good Faith Efforts (Exhibit 15-H)*	1 only
☐	DUNS FORM	1 only
☐	Cost Breakdown for Lump Sum Electrical Items*	1 only

*** This information is due by no later than 4:00PM, four (4) working days from bid opening. Please deliver to Jose R. Ledesma, New City Hall, 915 I Street, Room 2000, Sacramento CA 95814.**

Contact info: jledesma@cityofsacramento.org, 916-808-8195.

CITY OF SACRAMENTO
Department of Transportation
Engineering Services Division

BID PROPOSAL GUARANTEE
Page 1 of 1

KNOW ALL MEN BY THESE PRESENTS,

That we, Pacific Infrastructure Construction LLC

as Principal, and Western Surety Company

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 in the Council Chambers at City Hall, Sacramento, California, on 09/16/2015 for the Work specifically described as follows:

H STREET BRIDGE REHABILITATION PROJECT
(PN: T15135300)

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 1st day of September 20 15.

Pacific Infrastructure Construction LLC
By: PRINCIPAL
871 COTTINGO COURT
SUITE A VACAVILLE CA
95688
Address

NOTARY

Western Surety Company
By: SURETY
Betty L. Tolentino
Attorney-in-Fact
555 Mission St, #200, San Francisco, CA 94105
Address

NOTARY

(Rev. 5-6-91)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Francisco)

On September 1, 2015 before me, Janet C. Rojo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Betty L. Tolentino
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.

PC01 JANET C. ROJO
COMM. #2041020
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Oct. 9, 2017 PC01

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Maureen O'Connell, Brian F Cooper, Robert P Wrixon, Virginia L Black, Kevin Re, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of April, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 15th day of April, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of September, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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 Solano)

On 09/01/15 before me, Peter Wells, Notary Public
(insert name and title of the officer)

personally appeared Jay Zoellner,
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.

NRO1 PETER WELLS
COMM. #2025559
Notary Public - California
Solano County
My Comm. Expires May 21, 2017 NRO1

Signature _____ (Seal)

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.

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

SECTION NO. 14 - CONTRACT FORMS

Agreement
Performance Bond
Payment Bond
Worker's Compensation Certification
Construction & Demolition Debris Recycling Requirements
Pay Request Application
Schedule of Values
Guarantee
NTP Sample

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification November 24, 2015, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Pacific Infrastructure Construction, LLC, 871 Cotting Court Ste A, Vacaville CA 95688-9354 ("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:

H Street Bridge Rehabilitation Project
(PN: T15135300)

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 sixty **(60) working** days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **$1,080.00 for each calendar day** after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

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

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

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

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-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 10.12.15

BY _____

Print Name Gabe Farnsworth

Title Managing Partner

BY _____

Print Name

Title

Federal ID# 47-3504282

State ID# 048-1114-7

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:*_____)

SIGN HERE

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

Form approved by City Attorney 12-24-14

Arthur J. Gallagher & Co.

Via FedEx
October 9, 2015

Peter Wells
Pacific Infrastructure Construction LLC
6559 Goya Way
El Dorado Hills, CA 95762

RE: Bond No. 929612956
City of Sacramento
H Street Bridge Rehabilitation Project

Dear Pete:

Enclosed are the duly executed Performance and Payment bonds as respects the above referenced project, along with a copy for your records.

Also enclosed is our Invoice No. 1510008 in the amount of $6,223 representing the premium due.

If you have any questions, please let us know.

Very truly yours,

Janet C. Rojo

:jcr
Enclosures

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
1255 Battery Street, Suite 450
San Francisco, CA 94111
CA Lic # 0726293

m 415.391.1500
t 800.500.7202
f 415.391.1882
ajg.com

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of PUBLIC WORKS
Page 1 of 1

Bond No.: 929612956
Premium: $6,223.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Pacific Infrastructure Construction, LLC, 871 Cotting Court Ste A, Vacaville CA 95688-9354 as principal, hereinafter called Contractor, a contract for construction of:

H Street Bridge Rehabilitation Project
(PN: T15135300)

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)*:
Western Surety Company, 555 Mission St., #200, San Francisco, CA 94105,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
SIX HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED TEN DOLLARS ($622,410.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 9, 20 15.

Pacific Infrastructure Construction, LLC
(Contractor) (Seal)
By
Title Managing Partner

Western Surety Company
(Surety) (Seal)
By
Title Betty L. Toledano, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
City Attorney

Form approved by CAO 7-1-12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Francisco)

On October 9, 2015 before me, Janet C. Rojo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Betty L. Tolentino
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.

JANET C. ROJO
COMM. #2041020
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Oct. 9, 2017
PC01 PC01

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Maureen O'Connell, Robert P Wrixon, Virginia L Black, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of October, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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 Solano)

On October 12, 2015 before me, Peter Wells - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

PETER WELLS
COMM. #2025559
Notary Public - California
Solano County
My Comm. Expires May 21, 2017

CITYOF SACRAMENTO
PAYMENT BOND
Department of PUBLIC WORKS
Page 1 of 1

Bond No.: 929612956
Premium: Included in Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Pacific Infrastructure Construction, LLC, 871 Cotting Court Ste A, Vacaville CA 95688-9354

hereinafter called Contractor, a contract for construction of:

H Street Bridge Rehabilitation Project
(PN: T15135300)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Western Surety Company, 555 Mission St., #200, San Francisco, CA 94105,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of SIX HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED TEN DOLLARS ($622,410.00), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 9, 20 15.

Pacific Infrastructure Construction, LLC
(Contractor) (Seal)
By
Title Managing Partner

Western Surety Company
(Surety) (Seal)
By
Title Betty L. Tolentino, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
City Attorney

Effective 7-1-12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Francisco)

On October 9, 2015 before me, Janet C. Rojo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Betty L. Tolentino
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.

JANET C. ROJO
COMM. #2041020
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Oct. 9, 2017

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Maureen O'Connell, Robert P Wrixon, Virginia L Black, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of October, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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 Solano)

On October 12, 2015 before me, Peter Wells - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

NRO1 PETER WELLS
COMM. #2025559
Notary Public - California
Solano County
My Comm. Expires May 21, 2017 NRO1

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

GUARANTEE

We hereby guarantee the **H Street Bridge Rehabilitation Project (PN: T15135300)** 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: 10.12.15

Signed: [signature]

Gabe Farnsworth
Printed Name

Pacific Infrastructure Construction, LLC
Company

871 Cotting Court, Ste A
Address

Vacaville, CA 95688

(Rev. 5-6-91)

C&D Debris Waste Management Plan

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

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

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min $40, max $800); security deposit, if applicable, is 1% of bid amount (max $10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: _____ Engineering Estimate: _____
Contractor: _____ Phone: _____
Address: _____ Email: _____

B. Briefly describe the project:

_____

_____

_____

_____

_____

C. Materials Required to be Recycled

50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

50%
of all debris must be recycled

D. Material Management.

1. **How will C&D debris will be stored on the project site:** _____ Mixed C&D _____ Source-Separated
2. **Company to haul away debris:** _____
3. **Facilities to receive debris:** _____

C&D Debris Waste Management Plan

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

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at http://www.cityofsacramento.org/utilities/.

1. **Self-haul or self-hauling**: This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler**: Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation**: This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris**: This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility**: See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL** Clean Wood Waste (unpainted, untreated lumber, plywood and OSB), Inert Materials (concrete, asphalt paving, brick, block, and dirt), Wooden Pallets, Scrap Metal, and Corrugated Cardboard must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

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

Recovery Stations & Landfills

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

More updated information can be found online at:
http://www.cityofsacramento.org/utilities/

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

C&D Debris Waste Log

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

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

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

PAY REQUEST APPLICATION

PROJECT NAME: **H Street Bridge Rehabilitation Project**

CONTRACTOR: *(per agreement)*

CONTRACTOR REMITTANCE ADDRESS:

PHONE NUMBER: ( )

INVOICE NO.: **T15135300-**

CITY PROJECT NUMBER: **T15135300**

PERIOD ENDING DATE:

ESCROW AGENT (Bank Name):

ESCROW#:

ESCROW AGENT REMITTANCE ADDRESS:

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

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

PAY REQUEST APPLICATION

If the project is CDBG funded, or the prime contractor is a certified DBE or LBE, please check the applicable box & you do not need to fill out the section below.

☑ DBE Prime Contractor ☐ LBE Prime Contractor ☐ CDBG Funded

Fill out the columns labeled (B) and (C). Keep records of payments made, as you will be asked to furnish these at contract completion. The Pay Request Application will be considered incomplete unless this information is provided along with all other required documentation to support the request for payment. Attach additional sheets if necessary.

Check ☑ **DBE for FEDERALLY funded projects.**

Check ☐ **LBE for LOCALLY funded projects.**

Original amount pledged:	
Pledge Increase/Decrease to Include Change Order(s):	
Total amount pledged:	

LBE or DBE Sub-Contractor	Type of Work i.e. Grading, Trucking, etc...	Total Pledged Amount (A)	Total To Pay From Previous Pay Request (previous column E) (B)	Total Current Pay Request Amount To Pay to Sub-Contractor (C)	Total LBE or DBE Work Performed to Pay to Sub-Contractor (B+C)	Percentage Attained (all rows should reach 100% by end of contract) (B+C)/A
	Totals:					

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request

Approved
By (Prime Contractor) _____ Date: _____
PRINT AND SIGN

Submit To: Department of Public Works
915 "I" Street, Room 2000
Sacramento, CA 95814
Attn: (ENTER CONSTRUCTION INSPECTOR's NAME HERE)

Approved
By (Resident Const. Inspector) _____ Date: _____
PRINT AND SIGN

Certified by Project Manager
By (Project Manager) _____ Date: _____
PRINT AND SIGN

Approved
By (Labor Compliance) _____ Date: _____
PRINT AND SIGN

In accordance with Public Contract Code Sec. 20104.50 the City shall pay the Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP Sec.685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

	Data Updated Monthly
	Construction Inspector's Name.
	PM certifies that all information is correct.

SCHEDULE OF VALUES V5

Remit To:
Department of Public Works
Engineering Services Division
915 "I" Street, Room 2000
Sacramento, CA 95814

Payment No. _____
Work Performed Thru _____

PROJECT NAME: H Street Bridge Rehabilitation Project
CITY PROJECT NUMBER: T15135300
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ( )
INVOICE NUMBER: T15135300-

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	WATER POLLUTION CONTROL	1	LS									1.00	
2	TRAFFIC CONTROL SYSTEM	1	LS									1.00	
3	REMOVE TRAFFIC STRIPE	2,930	LF									2,930.00	
4	REMOVE YELLOW PAINTED TRAFFIC STRIPE	1,080	EA									1,080.00	
5	COLD PLANE ASPHALT CONCRETE	38	CY									38.00	
6	TRAFFIC STRIPE	4,550	EA									4,550.00	
7	PAVEMENT MARKERS (RETROREFLECTIVE)	770	EA									770.00	
8	AGGREGATE BASE CLASS 2	16	CY									16.00	
9	CURB & GUTTER TYPE 1 (MOD)	26	LF									26.00	
10	MEDIAN CURB TYPE 14	26	LF									26.00	
11	MEDIAN CURB TYPE 14 (MOD)	26	LF									26.00	
12	CURB TYPE 3	14	LF									14.00	
13	TRUNCATED DOME MATS	1	EA									1.00	
14	PORTLAND CEMENT CONCRETE (MISCELLANEOUS AREA)	31	CY									31.00	
15	CONCRETE PAVEMENT TRANSITION PANEL	19	CY									19.00	
16	PLACE HOT MIX ASPHALT CONCRETE (MISCELLANEOUS AREA)	65	TON									65.00	
17	PLACE HOT MIX ASPHALT DIKE (TYPE A)	17	LF									17.00	
18	REMOVE METAL BEAM GUARD RAILING	1	LS									1.00	
19	METAL BEAM GUARD RAIL TERMINAL SYSTEM (MOD)	2	EA									2.00	
20	HANDRAILING (F)	32	LF									32.00	
21	CLEAN BRIDGE DECK (F)	38,100	SF									38,100.00	
22	FURNISH BRIDGE DECK TREATMENT MATERIAL	450	GAL									450.00	
23	TREAT BRIDGE DECK (F)	38,100	SF									38,100.00	
24	REPAIR SPALLED OVERHANG BRACKETS	10	SF									10.00	
25	EPOXY-INJECT CRACK	21	LF									21.00	
26	REPAIR OPEN JOINT	63	CF									63.00	
27	CLEAN EXIST OPEN JOINT, PLACE TYPE A SEAL	105	LF									105.00	
28	REMOVE AND REPLACE TYPE A SEAL	135	LF									135.00	
29	REMOVE AND REPLACE TYPE B SEAL (MR = 2")	135	LF									135.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
30	CLEAN EXIST INTERMEDIATE JOINT, PLACE TYPE A SEAL	756	LF									756.00	
31	STRUCTURE APPROACH TYPE R (30D) (F)	50	CY									50.00	
32	STRUCTURE APPROACH TYPE R (30S) (F)	66	CY									66.00	
33	SIDEWALK JOINT COVER	50	LF									50.00	
34	RECONSTRUCT TUBULAR HANDRAILING (F)	20	LF									20.00	
35	CONCRETE BARRIER TYPE 25 (F)	10	LF									10.00	
		Original Contract Total:											
Change Order #1 - See change order summary sheet for details													
Change Order #2 - See change order summary sheet for details													
Change Order #3 - See change order summary sheet for details													
Change Order #4 - See change order summary sheet for details													
Change Order #5 - See change order summary sheet for details													

Sum of all Change Orders	$0.00	"Total Work to Date" From Previous Pay Req.		Current Work Total (this pay request)		Total Work to Date		Balancing Total of Adjusted Contract	$0.00
CCO Adjusted Contract Amount (Original + Change Orders)	$0.00	Retention Withholding To Date From Prev Pay Req. 1st Pg		This Retention (current work) (5%)		Retention Withholding to Date			
Partial Retention Release (Prior approval is needed before proceeding with partial rention release)		"Retention Released to Date" From Previous Pay Req.		Current Retention Release		Retention Released to Date			
Labor Compliance Withholding		Withholding to Date from Previous Pay Req. 1st Pg		Current Labor Compliance Withholding (+) OR Release (-)		Labor Compliance Withholding To Date			
Stop Notice Withholding		Withholding to Date from Previous Pay Req.1st Pg		Stop Notice Withholding (+) OR Release (-)		Stop Notice Withholding To Date			
		"Escrow Funds Released To Date" from Previous Pay Req.		Escrow Funds To Be Released From Escrow Holder (Bank)		Escrow Funds Released To Date			
		"Total Paid To Date to Contractor" from Previous Pay Req.		This Payment		Total Paid to Date to Contractor (including Escrow releases)			

	Information needed to be filled in from the corresponding blue lettered cell in the **previous** pay request.
	Manual Fill in Data

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/9/2015

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
Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc. | LIC #0726293
1255 Battery Street #450
San Francisco CA 94111

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 415-391-1500 FAX (A/C, No): 415-391-1882
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of	25682
INSURER B : Travelers Commercial Casualty Compa	40282
INSURER C : Travelers Commercial Insurance Comp	36137
INSURER D : RSUI Indemnity Company	22314
INSURER E :	
INSURER F :	

INSURED PACIINF-04
Pacific Infrastructure Construction, LLC
871 Cotting Court, Suite A
Vacaville CA 95688

COVERAGES **CERTIFICATE NUMBER:** 1974310015 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	DT22-CO-0G763900-TCT-15	6/8/2015	6/8/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	X OTHER: Ded $10,000							$
B	AUTOMOBILE LIABILITY	Y		BA-0G763900-15-CNS	6/8/2015	6/8/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			DTSM-CUP-0G763900-TIL-15	7/13/2015	6/8/2016	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	DTJ-UB-0G76390-015	6/8/2015	6/8/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (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	Excess 2nd Layer			NHA238738	9/21/2015	6/8/2016	Each Occurrence Aggregate	5,000,000 5,000,000

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

RE: H Street Bridge Rehabilitation Project (PN: T15135300)
ADDITIONAL INSURED(S): City of Sacramento, its officials, employees, and volunteers.

CERTIFICATE HOLDER

City of Sacramento, Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento CA 95814

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

GENERAL LIABILITY:
*Additional Insured is required by a written contract per attached Form CGD3161111
*Waiver of Subrogation is required by a written contract per attached Form CGD3161111

AUTOMOBILE LIABILITY:
*Additional Insured is required by a written contract per attached Form CAT3530310

WORKERS COMPENSATION:
*Waiver of Subrogation is required by a written contract per attached Form WC990376

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot

B. Damage To Premises Rented To You

C. Increased Supplementary Payments

D. Incidental Medical Malpractice

E. Who Is An Insured – Newly Acquired Or Formed Organizations

F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries

G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises

H. Blanket Additional Insured – Lessors Of Leased Equipment

I. Blanket Additional Insured – States Or Political Subdivisions – Permits

J. Knowledge And Notice Of Occurrence Or Offense

K. Unintentional Omission

L. Blanket Waiver Of Subrogation

M. Amended Bodily Injury Definition

N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured,

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning, or

e. Water,

unless Exclusion **f.** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**.

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3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from fire; explosion, lightning, smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   (b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   "Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Paragraph **(1)(d)** above does not apply to "bodily injury" arising out of providing or failing to provide:

   (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

   (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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3. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it, or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement, and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2., Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph **6., Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed:

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

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

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2. The following replaces Paragraph **b.** in **B.5., Other Insurance,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II – LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II – LIABILITY COVERAGE:**

   (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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.,** Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.,** Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

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to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: DTJ-UB-0G76390-015

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 03.000 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 06/08/2015 **ST ASSIGN:**

CO8979

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/9/2015

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
Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc. | LIC #0726293
1255 Battery Street #450
San Francisco CA 94111

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 415-391-1500 FAX (A/C, No): 415-391-1882
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of	25682
INSURER B : Travelers Commercial Casualty Compa	40282
INSURER C : Travelers Commercial Insurance Comp	36137
INSURER D : RSUI Indemnity Company	22314
INSURER E :	
INSURER F :	

INSURED PACIINF-04
Pacific Infrastructure Construction, LLC
871 Cotting Court, Suite A
Vacaville CA 95688

COVERAGES **CERTIFICATE NUMBER:** 1974310015 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: Ded $10,000	Y	Y	DT22-CO-0G763900-TCT-15	6/8/2015	6/8/2016	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 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y		BA-0G763900-15-CNS	6/8/2015	6/8/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			DTSM-CUP-0G763900-TIL-15	7/13/2015	6/8/2016	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	DTJ-UB-0G76390-015	6/8/2015	6/8/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Excess 2nd Layer			NHA238738	9/21/2015	6/8/2016	Each Occurrence Aggregate	5,000,000 5,000,000

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

RE: H Street Bridge Rehabilitation Project (PN: T15135300)
ADDITIONAL INSURED(S): City of Sacramento, its officials, employees, and volunteers.

CERTIFICATE HOLDER

City of Sacramento, Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento CA 95814

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

GENERAL LIABILITY:
*Additional Insured is required by a written contract per attached Form CGD3161111
*Waiver of Subrogation is required by a written contract per attached Form CGD3161111

AUTOMOBILE LIABILITY:
*Additional Insured is required by a written contract per attached Form CAT3530310

WORKERS COMPENSATION:
*Waiver of Subrogation is required by a written contract per attached Form WC990376

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured – Newly Acquired Or Formed Organizations
F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
H. Blanket Additional Insured – Lessors Of Leased Equipment
I. Blanket Additional Insured – States Or Political Subdivisions – Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured,

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning, or

e. Water,

unless Exclusion **f.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**.

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3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from fire; explosion, lightning, smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   (b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   "Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Paragraph **(1)(d)** above does not apply to "bodily injury" arising out of providing or failing to provide:

   (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

   (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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3. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it, or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period:

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement, and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2., Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph **6., Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed:

subsequent to the execution of that contract or agreement.

M. **AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time

N. **CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

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

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2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

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to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: DTJ-UB-0G76390-015

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 03.000 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 06/08/2015 ST ASSIGN:

C08979

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
Pacific Infrastructure Construction LLC

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.
47-3504282

Address (apt./ste., room, PO Box, or PMB no.)
871 Cotting Court, STE A

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

State CA

ZIP Code 95688

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) Gabe Farncroft - Managing Partner Telephone (707) 449-3604

Payee's signature ▶ [signature] Date 10.12.15

For Privacy Notice, get FTB 1131 ENG/SP. 7061153 Form 590 C2 2014

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.
Pacific Infrastructure Construction LLC

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) ▶ **P**
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.)
871 Cotting Court, STE A

Requester's name and address (optional)

6 City, state, and ZIP code
Vacaville CA 95688

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
4 7 – 3 5 0 4 2 8 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 ▶** [signature] **Date ▶** 10.12.15

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.

SECTION NO. 15 - SCHEDULE OF WAGES

General Decision Number: CA150009 07/17/2015 CA9

Superseded General Decision Number: CA20140009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015
4	02/13/2015
5	02/20/2015
6	03/27/2015
7	04/17/2015
8	05/01/2015
9	06/05/2015
10	06/19/2015
11	07/10/2015
12	07/17/2015

ASBE0016-001 01/01/2014

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

Area 1	$ 57.15	18.72
Area 2	$ 44.05	18.62

ASBE0016-007 01/01/2015

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 28.30	7.75
AREA 2	$ 32.38	7.75

BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 42.06	33.43
(2) Remaining Counties	$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER	$ 28.05	14.01

BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes

BRICKLAYER
AREA 1.....$ 36.48 19.59
AREA 2.....$ 39.96 23.79

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER	$ 33.15	13.93
TERRAZZO WORKER/SETTER	$ 39.95	24.39

BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1	$ 22.58	10.04
Area 2	$ 22.58	12.50
Area 3	$ 22.76	12.37
Area 4	$ 22.26	11.85
Tile Layer		
Area 1	$ 38.13	11.98
Area 2	$ 36.43	13.74
Area 3	$ 40.59	13.79
Area 4	$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON	$ 39.30	22.48

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 39.60	30.73
Diver standby	$ 44.56	30.73
Diver Tender	$ 43.56	30.73

Diver wet.....$ 89.12 30.73
Manifold Operator (mixed
gas).....$ 48.56 30.73
Manifold Operator (Standby).$ 43.56 30.73

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	$ 40.60	30.73

CARP0035-001 08/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 40.35	27.97
Area 3	$ 34.97	27.97
Area 4	$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1	$ 20.18	16.30

Area 3.....$ 17.49 16.30
Area 4.....$ 16.81 16.30

CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP0035-010 07/01/2014

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 23.36	18.31
Installer II	$ 19.93	18.31
Lead Installer	$ 26.81	18.81
Master Installer	$ 31.03	18.81
Area 2		
Installer I	$ 20.71	18.31
Installer II	$ 17.76	18.31
Lead Installer	$ 23.68	18.81
Master Installer	$ 27.31	18.81
Area 3		
Installer I	$ 19.76	18.31
Installer II	$ 16.99	18.31
Lead Installer	$ 22.56	18.81
Master Installer	$ 29.58	18.81

CARP0046-001 07/01/2014

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 34.62 27.53
Journeyman Carpenter.....$ 34.47 27.53
Millwright.....$ 36.97 29.12

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2014

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Filer.....$ 40.50 27.53
Journeyman Carpenter.....$ 40.35 27.53
Millwright.....$ 40.45 29.12

CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 40.50	27.53
Journeyman Carpenter	$ 40.35	27.53
Millwright	$ 40.45	29.12

CARP1599-001 07/01/2014

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 33.27	27.53
Journeyman Carpenter	$ 33.12	27.53
Millwright	$ 35.62	29.12

ELEC0180-001 06/01/2015

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 50.97	3%+20.13
ELECTRICIAN	$ 45.31	21.98

ELEC0180-003 06/01/2015

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 33.32	16.29
Technician	$ 35.66	3%+15.30

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,

Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 12/08/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 27.85	13.80
Sound & Communications Technician	$ 33.42	13.80

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 39.06	18.54
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 11/01/2014

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 37.50	15.14

ELEC0551-004 06/01/2015

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.20	16.97

ELEC0551-005 12/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 32.32	16.27
Technician	$ 36.80	16.41

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2015

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 30.44	15.71

ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 45.62	4%+13.30
(3) Tree Trimmer	$ 32.07	4%+9.80
(4) Line Equipment Man	$ 45.62	4%+9.80
(5) Powdermen, Jackhammermen	$ 34.22	4%+9.80
(6) Groundman	$ 31.31	4%+9.80

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* ELEC1245-004 06/01/2015

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 42.21	14.32
(3) Groundman.....	$ 32.28	14.03
(4) Powderman.....	$ 47.19	14.06

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 60.39	28.38

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 31.15	27.81
AREA 2:		
(1) Leverman.....	$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	$ 37.57	27.81

(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 36.45 27.81
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 33.15 27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.85	27.44
GROUP 2	$ 38.32	27.44
GROUP 3	$ 36.84	27.44

GROUP 4.....$ 35.46 27.44
GROUP 5.....$ 34.19 27.44
GROUP 6.....$ 32.87 27.44
GROUP 7.....$ 31.73 27.44
GROUP 8.....$ 30.59 27.44
GROUP 8-A.....$ 28.38 27.44

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1
Cranes.....$ 40.73 27.44
Oiler.....$ 33.76 27.44
Truck crane oiler.....$ 37.33 27.44

GROUP 2
Cranes.....$ 38.97 27.44
Oiler.....$ 33.50 27.44
Truck crane oiler.....$ 37.04 27.44

GROUP 3
Cranes.....$ 37.23 27.44
Hydraulic.....$ 32.87 27.44
Oiler.....$ 33.26 27.44
Truck Crane Oiler.....$ 36.77 27.44

GROUP 4
Cranes.....$ 34.19 27.44

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1
Lifting devices.....$ 41.07 27.44
Oiler.....$ 31.81 27.44
Truck crane oiler.....$ 34.09 27.44

GROUP 2
Lifting devices.....$ 39.25 27.44
Oiler.....$ 31.54 27.44
Truck Crane Oiler.....$ 33.84 27.44

GROUP 3
Lifting devices.....$ 37.57 27.44
Oiler.....$ 31.32 27.44
Truck Crane Oiler.....$ 33.55 27.44

GROUP 4
Lifting devices.....$ 35.80 27.44

GROUP 5
Lifting devices.....$ 34.50 27.44

GROUP 6
Lifting devices.....$ 33.16 27.44

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1
Cranes.....$ 41.70 27.44
Oiler.....$ 32.15 27.44
Truck Crane Oiler.....$ 34.38 27.44

GROUP 2
Cranes.....$ 39.93 27.44
Oiler.....$ 31.88 27.44
Truck Crane Oiler.....$ 34.16 27.44

GROUP 3
Cranes.....$ 38.45 27.44
Hydraulic.....$ 32.67 27.44
Oiler.....$ 31.66 27.44
Truck Crane Oiler.....$ 33.89 27.44

GROUP 4
Cranes.....$ 36.43 27.44

GROUP 5
Cranes.....$ 35.13 27.44

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)

SHAFTS, STOPES, RAISES:
GROUP 1.....$ 35.95 27.44
GROUP 1-A.....$ 38.32 27.44
GROUP 2.....$ 34.59 27.44
GROUP 3.....$ 33.36 27.44
GROUP 4.....$ 32.22 27.44
GROUP 5.....$ 31.08 27.44

UNDERGROUND:
GROUP 1.....$ 35.85 27.44
GROUP 1-A.....$ 38.32 27.44
GROUP 2.....$ 34.59 27.44
GROUP 3.....$ 33.26 27.44
GROUP 4.....$ 32.12 27.44
GROUP 5.....$ 30.98 27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing

and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu.

yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 29.64	25.71
AREA 2	$ 31.64	25.71
GROUP 2		
AREA 1	$ 26.04	25.71
AREA 2	$ 28.04	25.71
GROUP 3		
AREA 1	$ 21.43	25.71
AREA 2	$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 27.08	20.21
Ornamental, Reinforcing and Structural	$ 33.50	28.85

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/29/2015

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 20.06	9.62
LABORER (Lead Removal)		
Area A	$ 29.02	20.82
Area B	$ 28.02	20.82

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 29.09	18.66
GROUP 1	$ 28.39	18.66
GROUP 1-a	$ 28.61	18.66
GROUP 1-c	$ 28.44	18.66
GROUP 1-e	$ 28.94	18.66
GROUP 1-f	$ 28.97	18.66
GROUP 1-g (Contra Costa County)	$ 28.59	18.66
GROUP 2	$ 28.24	18.66
GROUP 3	$ 28.14	18.66

GROUP 4.....$ 21.83 18.66
See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist
Group.....$ 28.09 18.66
GROUP 1.....$ 27.39 18.66
GROUP 1-a.....$ 27.61 18.66
GROUP 1-c.....$ 27.44 18.66
GROUP 1-e.....$ 27.94 18.66
GROUP 1-f.....$ 27.97 18.66
GROUP 2.....$ 27.24 18.66
GROUP 3.....$ 27.14 18.66
GROUP 4.....$ 20.83 18.66
See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 29.35 18.66
GROUP 2.....$ 28.85 18.66
GROUP 3.....$ 28.26 18.66
GROUP 4.....$ 28.14 18.66
Laborers: (GUNITE - AREA B:)
GROUP 1.....$ 28.35 18.66
GROUP 2.....$ 27.85 18.66
GROUP 3.....$ 27.26 18.66
GROUP 4.....$ 27.14 18.66
Laborers: (WRECKING - AREA A:)
GROUP 1.....$ 28.39 18.66
GROUP 2.....$ 28.24 18.66
Laborers: (WRECKING - AREA B:)
GROUP 1.....$ 27.39 18.66
GROUP 2.....$ 27.24 18.66
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 28.14 18.66
(2) Establishment Warranty
Period.....$ 21.83 18.66
Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 27.14 18.66
(2) Establishment Warranty
Period.....$ 20.83 18.66

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work

performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling

and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-002 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.11	17.34

LABO0185-005 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49
Shotcrete Specialist	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-002 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 28.14	19.03
Traffic Control Person I....	$ 28.44	19.03
Traffic Control Person II...	$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/30/2014

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 34.60	19.49
GROUP 2.....	$ 34.37	19.49
GROUP 3.....	$ 34.12	19.49
GROUP 4.....	$ 33.67	19.49
GROUP 5.....	$ 33.13	19.49
Shotcrete Specialist.....	$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.36	17.34

LABO0324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 27.14	19.03
Traffic Control Person I	$ 27.44	19.03
Traffic Control Person II	$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.60	19.49
GROUP 2	$ 34.37	19.49
GROUP 3	$ 34.12	19.49
GROUP 4	$ 33.67	19.49
GROUP 5	$ 33.13	19.49

Shotcrete Specialist.....$ 35.12 19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.36	17.34

LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender	$ 30.00	16.36

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2015

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 36.45	21.48

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2015

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 36.24	19.88

PAIN0016-007 01/01/2015

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:	$ 30.85	16.85

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.20	18.73

PAIN0169-004 01/01/2015

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 43.48	24.19

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* PAIN0567-001 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 23.16	10.38
Spray Painter & Paperhanger	$ 24.01	10.38

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 25.81	11.68

PAIN0567-010 07/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space		

below.....$ 28.57 11.14

PAIN0767-004 01/01/2015

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 33.79	22.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 34.26	11.65
GROUP 2	$ 29.12	11.65
GROUP 3	$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2015

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.79	14.93

PLAS0300-003 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 31.41	22.26
AREA 355: Marin	$ 34.75	22.26
AREA 355: Napa & Sonoma Counties	$ 31.41	22.26

PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.00	22.07

PLUM0038-002 07/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 54.40	40.71
(2) All other work - NEW CONSTRUCTION RATE	$ 64.00	43.29

PLUM0038-006 07/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 54.40	32.15

PLUM0228-001 01/01/2015

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 37.50	26.39

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* PLUM0343-001 07/01/2015

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.60	19.40
All Other Work	$ 49.15	31.30

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 02/01/2015

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 30.88	11.51

PLUM0355-001 07/01/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 28.55	9.25

PLUM0442-003 01/01/2015

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 38.50	25.89

PLUM0447-001 07/01/2013

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 41.77	22.35
Light Commercial Work	$ 32.23	17.22

ROOF0081-006 08/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 35.06	13.89

ROOF0081-007 08/01/2014

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 33.23	13.79

SFCA0483-003 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 56.02	27.77

SFCA0669-003 07/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 34.19	19.37

SHEE0104-006 01/01/2015

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes

Sheet Metal Worker
Mechanical Contracts
$200,000 or less.....$ 45.26 38.82
All other work.....$ 50.71 40.05

SHEE0104-009 01/01/2015

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	$ 39.05	31.24

SHEE0104-010 01/01/2015

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	$ 36.59	28.66

SHEE0104-011 01/01/2015

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	$ 33.86	31.83

SHEE0104-014 01/01/2015

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 33.86	31.83

SHEE0104-019 01/01/2015

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under.....	$ 29.88	28.75
Mechanical Jobs over $200,000.....	$ 39.05	31.24

TEAM0094-001 07/01/2015

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 28.57	25.22
GROUP 2	$ 28.87	25.22
GROUP 3	$ 29.17	25.22
GROUP 4	$ 29.52	25.22
GROUP 5	$ 29.87	25.22

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter

pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION NO. 16 – LABOR COMPLIANCE

City of SACRAMENTO

LABOR COMPLIANCE REQUIREMENTS

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

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

Electronic submittal will be through a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system, currently LCPTracker.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software. If the 'comma delimited file' option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPtracker, meeting the required deadlines for those documents.

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

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 § 1777.5). Current Prevailing Wage Rates can be accessed at ttp://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:
  - ⇨ Submit Division of Industrial Relations form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

    Submit Division of Industrial Relations form DAS-142- Request for Dispatch of Apprentices (Prime and Sub-Contractors.)
  - ⇨ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. **CAC-2 Form and are due monthly by the 15th.**

    Training Fund Contribution Letter -are **due monthly by Prime and Sub- Contractors.** (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in 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. *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. **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.

Listing of Subcontractors

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

- ❑ The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution.
  References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work
- ❑ *Subcontracting Request,* Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- ❑ The prime contractor is responsible for work performed and compliance met by subcontractors and owner-operators.
- ❑ Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board.
  Reference: Public Contract Code 4110-4111

List of Subcontractors & Suppliers: Form 300 (Located on LCPTracker.net under edocs)
Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product (s). Form is due within ten (10) days of pre-construction meeting.

Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. You must submit a current schedule of values with each **pay** request and **you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full compliance.** Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review.

Completion of Project

- **Contractor Notification of Completion:** ***Form 264*** must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPTracker.net under the eDocuments tab.

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

_____	_____	_____
Contractor Signature	**Title**	**Date**

CITY OF SACRAMENTO

City of
SACRAMENTO

LABORCOMPLIANCE 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

Kirsten Wise, Labor Compliance Analyst
Department of General Services
kwise@cityofsacramento.org
916-808-4011

Brenda Kee, Contracts and Labor
Compliance -Department of Public Works
bkee@cityofsacramento.org
916-808-1923

Jose Ledesma, Contracts and Labor
Compliance-Department of Public Works
jledesma@cityofsacramento.org
916-808-8195

Renee Graves, Contracts and Labor
Compliance- Department of Utilities
rgraves@cityofsacramento.org
916-808-1465

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.

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

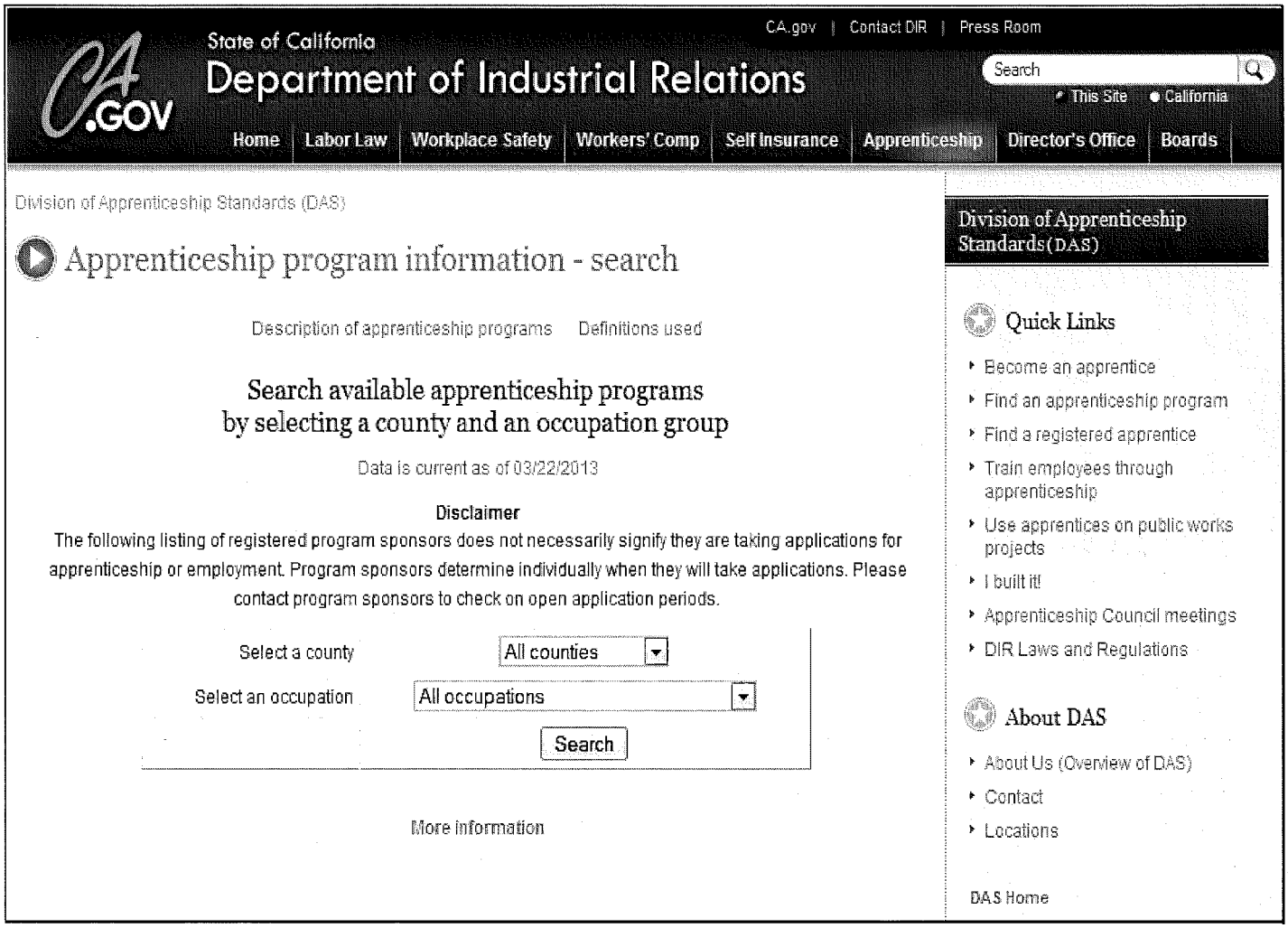
The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp

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 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

Quick Links

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

About DAS

About Us (Overview of DAS)
Contact
Locations

DAS Home

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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

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: _____
PROJECTNAME: _____
PROJECT CONTRACT NO.: _____ County/location: _____

HEALTHANDWELFARE

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S)USED/EFFECTIVE DATE			CONTRIBUTIONPERCLASSIFICATION/PERHOUR	
CONTRIBUTIONS	WEEKLY ❑	MONTHLY ❑	QUARTERLY ❑	ANNUALLY ❑

PENSION

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

VACATION/HOLIDAY

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

TRAINING

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 ❑	

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 _____

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 11/05)

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)

City of 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. **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:**	* Contract/Project Number	* Period End: (MM/DD/YYYY)	Comments:
*** City:**			
*** State:**			
*** ZIP:**			

*** Name of the submitting party:**	*** Submitter's Title:**	*** Submitter's Email:**	***Submitter's Phone:** e.g., (999) 999-9999

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

	*** County of Work**	*** Classification**	*** Hours** (max: 9,999.99)	*** Rate** (max: $9.99)	**Amount**
*1)	Select a county	Select an occupation		$	$0.00
2)	Select a county	Select an occupation		$	$0.00
3)	Select a county	Select an occupation		$	$0.00
4)	Select a county	Select an occupation		$	$0.00

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

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

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**

City of
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.

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City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01000

Title: Agreement: Landfill General Engineering Technical Support Services

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement for engineering technical support services for City landfills with SCS Engineers in an amount not to exceed $579,700 for a three year period provided there is funding available in the approved budget for the applicable fiscal year.

Contact: David Levine, Support Services Manager, (916) 808-7943; Terrance Davis, Integrated Waste General Manager, (916) 808-4949, Department of Public Works

Presenter: None

Department: Public Works Department

Division: RSW Admin Services

Dept ID: 15005711

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form
Audreyell A. Anderson
11/17/2015 4:04:51 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 10/30/2015 7:05:35 AM

Description/Analysis

Issue Detail: Under state and federal law, the City of Sacramento (City) is required to provide monitoring and reporting, and operations and maintenance (O&M) for its three closed landfills (28th Street, Dellar, and Old Elvas). While City staff performs the majority of this work, professional engineering support services are needed by the City on an annual basis to complete the following tasks:

- Flare testing, surface emissions testing, and greenhouse gas reporting at the 28th Street Landfill
- On-call engineering and O&M services at all three landfill sites
- Select regulatory and engineering support and reporting at all three landfill sites
- Landfill gas collection and monitoring system compliance and upgrades

Additionally, the City requires expert support to meet increased regulatory requirements, including:

- Implementation of the Central Valley Regional Water Quality Control Board's (CVRWB) Waste Discharge Requirements (WDR) for the Dellar Landfill
- Completion of methane gas remediation efforts at the 28th Street Landfill
- Provision of support services to comply with the groundwater CVRWB's Cleanup and Abatement Order (CAO) at the 28th Street Landfill

SCS Engineers has been selected through a Request for Proposals (RFP) process to provide landfill general engineering technical support services for the City's three closed landfills.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.64 for the procurement of professional services.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This activity is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines.

Sustainability: Approval of this professional services agreement with SCS Engineers will support the reduction of greenhouse gas production by methane gas generated at City landfills and will help protect groundwater near City landfills.

Commission/Committee Action: None

Rationale for Recommendation: Award of this agreement for landfill engineering services will assist the City with meeting increased air quality, groundwater, and landfill gas regulatory compliance standards at its three closed landfills.

On October 2, 2015, the Recycling and Solid Waste Division (Division), in accordance with City Code Chapter 3.64, issued RFP No. P16155771001 for City landfill engineering services. Two consulting firms, Geosyntec Consultants and SCS Engineers attempted to submit proposals electronically to PlanetBids, but were unable to meet the October 19, 2015 deadline set forth in the RFP. The late

proposals were rejected in accordance with Administrative Policy 4102 (AP-4102) section 6.1(b), leaving the RFP with no responsive proposals.

With impending regulatory deadlines in December 2015 and January 2016 for the Dellar WDRs and the 28th Street Landfill CAO, and the limited funds remaining on the current contract to provide the ordered services (the Emergency Conditions), City staff determined that beginning a new RFP process that may not result in any additional interested consultants and could leave a gap in critical consulting services was not in the best interests of the City.

AP-4102 sections 2.1(a)(1) and (3)(ii) permit the Division to employ a different procurement process when emergency conditions render competitive selection impractical. Consequently, in light of the Emergency Conditions, the Division received approval from the City's Procurement Division, Attorney's Office, and Public Works Director to use the informal, alternative proposal method to procure the landfill engineering services described below pursuant to AP-4102 section 2.1(c).

On October 21, 2015, City staff contacted representatives from Geosyntec Consultants and SCS Engineers (the firms) requesting email submittals of their original proposals for RFP No. P16155771001. Both firms electronically submitted their proposals by City staff's deadline and were evaluated and scored to determine the most responsive proposal using the criteria in RFP P16155771001. SCS Engineers was determined to be the most experienced and responsive proposer.

Financial Considerations: Sufficient funding exists in the FY2015/16 Department of Public Works, Recycling and Solid Waste Division operating budget (Solid Waste Fund, Fund 6007) for services through June 30, 2016. Contract services after June 30, 2016 are subject to funding availability in the budgets adopted for FY2016/17 and FY2017/18.

Local Business Enterprise (LBE): SCS Engineers is not an LBE. The minimum LBE participation requirement was waived by the Director of Public Works on October 2, 2015 as staff determined the waiver is in the City's best interest as a result of a broad search conducted by staff within the local area revealed that the vendors with the necessary, extensive experience with the City's landfills, are located one-mile outside the City's LBE boundary. Due to the complexity of the engineering work, necessary knowledge of stringent California law and regulations for landfills, and the tight regulatory deadlines needed to complete landfill projects, it is in the City's best interest to ensure applicants are not limited by office location.

PROJECT #: P16155771001

PROJECT NAME: City Landfill Engineering Services

DEPARTMENT: Public Works

DIVISION: Recycling and Solid Waste

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

SCS Engineers
3117 Fite Circle, Suite 108, Sacramento, CA 95827
Phone: (916) 361-1297 / Fax: (916) 361-1299

("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.

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* **This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

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:

SCS Engineers
NAME OF FIRM

54-0913440
Federal I.D. No.

749678
State I.D. No.

100683
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

Patrick S. Sullivan / Senior VP
Print Name and Title

Ambrose McCready
Additional Signature *(if required)*

Ambrose A. McCready, Vice President
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: SCS Engineers

Address: 3117 Fite Circle, Suite 108, 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 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

10-29-15
Date

Patrick S. Sullivan
Print Name

Senior VP
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Chris Thoma / Program Analyst
2812 Meadowview Road, Building 1, Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
Email: cthoma@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:

Patrick S. Sullivan, Senior Vice President
3117 Fite Circle, Suite 108
Sacramento, CA 95827
(916) 361-1297
FAX (916) 361-1299
CELL (916) 804-8075
psullivan@scsengineers.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 _____ 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 - Scope of Work, which is incorporated herein by reference.

5. Time of Performance.

The services described herein shall be provided starting on the date identified on the first page of this Agreement for up to three years.

Attachment 1 to Exhibit A
Scope of Work

This Attachment 1 to Exhibit A ("Attachment") supplements and incorporates by this reference the Professional Services Agreement between SCS Engineers ("CONTRACTOR") and the City of Sacramento ("CITY"), (the "parties"), for CITY Landfill Engineering Services (the "Project"), (the "Agreement"). The Attachment provides the Scope of Work or Scope of Services for the Agreement. In the event of a conflict between this Attachment and the Agreement, the terms of the Attachment shall prevail.

CONTRACTOR shall provide the following services:

CONTRACTOR shall provide CITY with electronic copies of all work products and data files in a useable format (i.e. Microsoft Office documents) and/or Adobe Acrobat PDF.

CONTRACTOR shall not make, disclose, publish or release any information obtained or produced by it as a result of, or in connection with, the performance of services under this Scope of Work to any third party without prior written authorization from CITY.

(1) General Landfill Engineering Support

Task 1.1: On-Call Engineering and O&M Services for City Landfill Sites

Throughout the Agreement's term, CONTRACTOR may be called upon to provide various on-call engineering and/or operations and maintenance (O&M) services for CITY's landfill sites:

City Landfill Sites	Address
28th Street Landfill	20 28th Street, Sacramento, CA 95816
Dellar Landfill	28th And A Streets *(adjacent to 28th Street Landfill)*
Old Elvas Landfill	6051 M Street, Sacramento, CA 95819

Each of these services are to be separately tracked. These services could include the following:

a. Preparation of technical reports and negotiation of new or revised Waste Discharge Requirements ("WDRs").
b. Evaluation of LFG monitoring data and recommendations for strategies for controlling landfill gas ("LFG") migration and addressing exceedances.
c. Provision of assistance to CITY with the development of Greenhouse gas ("GHG") emission inventories for the landfills under AB 32 and the California Climate Action Registry ("CCAR").

d. Provision of assistance to CITY with evaluating applicability and compliance with early action requirements under AB 32.
e. Analysis of groundwater contaminant issues and mapping of groundwater plumes as required in WDRs.
f. Provision of on-call O&M, monitoring, and/or repair services for the landfill or LFG systems on an as-needed basis.
g. Provision of miscellaneous engineering or hydrogeological support services.
h. Provision of miscellaneous air and LFG permitting and compliance services.

Task 1.2: Assist with CVRWQCB Compliance for City Landfill Sites

CONTRACTOR will provide support services to ensure CITY's compliance with Central Valley Regional Water Quality Control Board's ("CVRWQCB") requirements as needed and requested by CITY including, but without limitation:

- Review of CVRWQCB correspondence and recommendation of draft responses;
- Evaluate existing data to determine compliance with CVRWQCB WDRs or other compliance orders;
- Assist with negotiations between CITY and CVRWQCB for new or revised WDRs or other compliance orders;
- Provide third party review of compliance documents prepared by CITY or others;
- Prepare non-routine documents to be submitted to CVRWQCB for special studies, evaluations, work plans, or installation reports;
- Prepare draft requests for proposals for groundwater/subsurface investigation contractors such as drillers or geophysicists;
- Provide oversight for investigation activities;
- Recommend to CITY any changes in existing monitoring programs to make them more cost-effective and compliant with regulations and orders; and
- Review applicable local, state, and federal regulations to determine CITY's compliance status.

(2) 28th Street Landfill

Task 2.1: Surface Emissions Monitoring

CONTRACTOR will conduct annual surface emissions monitoring ("SEM") at the 28th Street Landfill for the purposes of AB 32 and compliance with the state GHG program for landfill, including early action requirements. This monitoring is to be in accordance with rules and regulations as stated in Rule 207 Title V Federal Operating

Permit Program[1], the 28th Street Landfill Title V Permit, and the New Source Performance Standards (NSPS) requirements per Code of Federal Regulations Title 40 CFR Part 60, Subpart WWW[2].

CONTRACTOR will also provide additional AB32 monitoring services as needed and requested by CITY.

Task 2.2: Greenhouse Gas Reporting

CONTRACTOR will provide Greenhouse Gas and EPA reporting for 28th Street Landfill. These services will include:

a. AB 32 Landfill Methane Rule Annual Report[3].
b. Environmental Protection Agency ("EPA") GHG Annual Reporting and Monitoring Plan Update

Task 2.3: Flare Source Testing at the 28th Street Landfill

CONTRACTOR will conduct annual source testing of one or both flares at the 28th Street Landfill. This testing must be conducted in accordance with the site's Title V[4] permit and applicable rules and regulations. This task will include, but not be limited to, the following:

a. Obtain competitive qualifications and pricing from source testing contractors, if requested by CITY.
b. Select appropriate TESTING SUBCONTRACTOR, with CITY approval, to perform the flare test.
c. Prepare and submit source test protocol. Ensure protocol is approved by the Sacramento Metropolitan Air Quality Management District ("SMAQMD").
d. Complete proper notifications to the SMAQMD.
e. Arrange for and schedule source testing CITY and TESTING SUBCONTRACTOR. Ensure all necessary equipment is available on-site.
f. Complete pre-testing analysis of flares prior to actual testing, if deemed necessary by CITY.
g. Complete full source testing of each flare.
h. Provide engineering oversight of source test contractor.
i. Prepare and submit source test report to CITY and SMAQMD.
j. Provide any follow-up compliance services related to the source test results.

Task 2.4: Engineering Support for Methane Gas Compliance at the 28th Street Landfill

CONTRACTOR will provide ongoing regulatory and engineering support for the 28th Street Landfill. These services will include, but are not limited to:

a. Provide assistance with Title V permit submittal, due March 27, 2016.

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[1] See http://www.arb.ca.gov/drdb/sac/curhtml/r207.pdf for the related rules and regulations.
[2] Available online here: http://www.ecfr.gov/cgi-bin/text-idx?SID=363055e9680e0f693ca634f71f9692f4&mc=true&node=pt40.7.60&rgn=div5#sp40.7.60.www
[3] See California Code of Regulations § 95470 online here: https://govt.westlaw.com/calregs/Document/I0542BCE08B1811DF8121F57FB716B6E8s
[4] Title V Permit TV2011-08-01, issued by the SMAQMD.

b. Perform engineering and Certified Quality Auditor ("CQA") for compliance probe remediation.
c. Perform CQA services during new flare installation project.
d. Construct extraction wells and modifications to the gas control and collection system ("GCCS").
e. Construct compliance probes as directed by CITY.

Task 2.5: Provide Services for Cover and Drainage Improvements for 28th Street Landfill

Provide design services as needed and requested by CITY for any needed improvements to the cover drainage, and other containment features at the 28th Street Landfill. This has typically included construction improvements to correct landfill settlement. Improvement work will be done by CITY.

Task 2.6: Engineering Support for Compliance with CVRWQCB Cleanup and Abatement Order for 28th Street Landfill

CONTRACTOR will provide support services to assist CITY in its compliance with the groundwater Cleanup and Abatement Order R5-2015-0739 from the CVRWQCB. Below is a summary of the due dates:

Cleanup and Abatement Order		**Due Date**
2.6.2	Prepare *Updated Evaluation Monitoring Report of Results*.	March 30, 2016
2.6.3	Prepare *Updated Engineering Feasibility Study*.	March 30, 2016
2.6.4	Prepare *Additional Corrective Action Implementation Report*.	October 31, 2016
2.6.5	Prepare *Corrective Action Progress Reports*.	Semi-Annually beginning January 31, 2017.

(3) Dellar Landfill

Task 3.1: Regulatory and Engineering Support for Compliance with Dellar WDR

CONTRACTOR will provide regulatory and engineering support for the Dellar Landfill. These services will include implementation of the requirements of the Dellar Landfill WDR, R5-2015-0051. The WDR will require completion of various tasks relating to groundwater, landfill gas, and technical reports. These are described in Provision J of the WDR for the Dellar Landfill, which includes, but is not limited to, the following:

Groundwater Monitoring - WDR, J. Provisions #6		**Due Date**
c.	A well installation report for the monitoring well installed per the Point of Compliance monitoring well work plan.	December 15, 2015
d.	A Water Quality Protection Standard Report, including updated monitoring data analysis methods per Monitoring and Reporting	January 31, 2017

Groundwater Monitoring - WDR, J. Provisions #6		**Due Date**
	Program ("MRP") Section G of the Dellar Landfill WDR and the SPPRs.[5]**Error! Bookmark not defined.**	

Landfill Gas (LFG) - WDR, J. Provisions #7		**Due Date**
b.	Status report(s) on implementation of the Work Plan to Install Groundwater Monitoring Well MW-21 on Dellar Landfill and any subsequent corrective action measures per Corrective Action Specification 6.[5]	Quarterly, beginning August 15, 2015
d.	Gas probe sampling results.	2x/year, per MRP
e.	A report of the results of the LFG investigation, including the need for LFG controls and soil gas corrective action monitoring wells to define the extent of LFG impacts.	December 15, 2016
f.	A corrective action work plan to address LFG issues at the site, as necessary, per Corrective Action Specification 6 (i.e., installation of LFG controls, associated monitoring systems, and soil gas corrective action monitoring wells).	May 15, 2017
g.	A certification report documenting implementation of the above corrective action work plan to address LFG issues, as approved.	May 15, 2018
h.	An amendment to the revised FC/PCMP[6] submitted under Provision J. 8.a reflecting the implementation of any necessary LFG controls and monitoring systems installed under J.7.f above, including monitoring schedules consistent with the MRP of the WDR.	September 15, 2018

Technical Reports - WDR, J. Provisions #8		**Due Date**
a.	Revised FC/PCMP addressing Elderberry Bush areas per Closure and Postclosure Maintenance Specification E.1.	January 15, 2016
b.	Closure Status Report for Elderberry Bush areas (e.g., delisting; permitting/approvals; Quarterly beginning project schedule; site preparation and construction progress).	Quarterly beginning February 15, 2016
c.	Closure construction plans per Construction Specification F.12.	Within 30 days of VELB[7] delisting
d.	Report showing initiation of project construction.	Within 90 days of

[5] SPRRs = Standard Provisions and Reporting Requirements, found online here: http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/std_provisions/title27_nov2013.pdf
[6] FC/PCMP = Final Closure and PostClosure Maintenance Plan for Dellar Landfill.
[7] VELB = Valley Elderberry Longhorn Beetle, a federally protected species.

Technical Reports - WDR, J. Provisions #8		**Due Date**
		approval of construction plans
e.	Report showing completion of project construction.	Within 120 days of initiation of project construction
f.	Closure Certification Report addendum documenting closure of Elderberry Bush areas.	Within 60 days of completion of project construction

EXHIBIT B

PROFESSIONAL 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 $_____579,700.00_____.

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, which is fee schedule received from SCS Engineers in response to RFP No. P16155771001, which is incorporated herein by reference.

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, Recycling and Solid Waste Division
2812 Meadowview Road, Building 1, Sacramento, CA 95832

Attn: Accounts Payable

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 to Exhibit B
Fee Schedule

This Attachment 1 to Exhibit B ("Attachment") supplements and incorporates by this reference the Professional Services Agreement between SCS Engineers ("CONTRACTOR") and the City of Sacramento ("CITY"), (the "parties"), for CITY Landfill Engineering Services (the "Project"), (the "Agreement"). The Attachment provides the Fee Schedule for the Agreement, as described in Attachment 7 – SCS ENGINEERS Fee Schedule, as received from SCS Engineers in response to RFP No. P16155771001, which is incorporated herein by reference. In the event of a conflict between this Attachment and the Agreement, the terms of the Attachment shall prevail.

Attachment 7 – SCS ENGINEERS Fee Schedule

SCS Engineers (SCS) submits this form in response to the City of Sacramento Request for Proposals (RFP) No. P16155771001 - City Landfill Engineering Services, dated October 2, 2015 and subsequent Addenda Nos. 1-3. For each item below, we have entered a dollar amount for a three year period for each task in the grey box.

For the comments section, we have provided an overview of expected plan and approach to complete each task, as well as examples of related experience.

Total Estimate for Three Years:	**$579,700**

(1) General Landfill Engineering Support

Task 1.1	**On-Call Engineering and O&M Services for City Landfill Sites**	**$110,500**

COMMENTS.

Task Description

Throughout the contract term, the SCS will provide various on-call engineering and/or operations and maintenance (O&M) services for the City's landfill sites. These services could include the following:

a. Prepare technical reports and negotiate new or revised Waste Discharge Requirements (WDRs). SCS previously assisted the City in negotiating WDRs for the Dellar Landfill. We are currently assisting the City to comply with the Cleanup and Abatement Order (CAO) for the 28th Street Landfill, and will continue to do so under this engagement.

b. Evaluate LFG monitoring data and recommend strategies for controlling landfill gas (LFG) migration and addressing exceedances. This would be a continuation of our current work on behalf of the City.

c. Assist the City in development of greenhouse gas (GHG) emission inventories for the landfills under AB 32 and the California Climate Action Registry (CCAR).

d. Assistance the City in evaluating applicability and complying with early action requirements under AB 32.

e. Analysis of groundwater contaminant issues and mapping of groundwater plumes as required in WDRs and the recently-issued CAO for 28th Street Landfill.

f. Provide on-call operation and maintenance (O&M), monitoring, and/or repair services for the landfill or LFG systems on an as-needed basis. Refer to detailed Task 1.1.f description below.

g. Provide miscellaneous engineering or hydrogeologic support services.

h. Provide miscellaneous air and LFG permitting and compliance services. In the past, this has involved preparation of permit applications for LFG system upgrades, liaison with the Sacramento Metropolitan Air Quality Management District (AQMD), and consultation regarding AB 32 Landfill Methane Rule requirements.

Task 1.1.f: On-Call Operation, Monitoring and Repair Services

Our Scope of Services for this task provides the City with on-call O&M of LFG collection/flare system, liquid pump systems, monitoring, testing and repair support services at the subject site. This work may include, but is not limited to the following:

- Emergency call-out assistance by City personnel.
- Operations, monitoring, testing and repair of LFG flare station components.
- Operations, monitoring, testing and repair of LFG collection system components.
- Monitoring, and testing of perimeter probes and interiors of on-site structures.
- Repairs, replacing and raising of existing LFG extraction wells.
- Repairing or replacing of non-functional landfill gas, condensate sump/pump components, laterals, and pipelines.
- Repair of air or liquid transmission pipelines.
- Excavation repair work.
- HDPE pipe welding, liner and boot repair.

Basis for Estimate

Per the addendum to the City's RFP, we have budgeted 250 staff hours per year for this task. We have assumed a reasonable balance of hours between senior personnel, project management, staff professionals and field technicians. Our estimate assumes field labor will be non-union, non-prevailing wage. Our estimate also excludes materials and equipment. Services will only be performed subsequent to request, direction and authorization from City personnel. SCS will provide at the request of the City, individual proposals and associated cost estimates as they occur and/or are needed. Work will be on a fixed fee, or time-and-materials basis at the City's preference.

A copy of SCS's Proposed Fee Schedule is provided as **Attachment A**. It is understood that prevailing wage rates may be required for construction improvements valued over $20,000.

Related Experience

Examples of SCS Engineers' related experience for on-call engineering, permitting and O&M services are as follows:

- City of Sacramento 28th Street, Dellar and Elvas Landfills
- City of Berkeley Landfill
- City of Burlingame Landfill
- Sonoma Central Landfill
- Lake County Eastlake Landfill
- Fresno County American Avenue Landfill
- City of Modesto Carpenter Road Landfill

Further details on these and other SCS projects are provided in the companion "Attachment 8" Qualifications Statement.

Task 1.2	**Assist with RWQCB Compliance for City Landfill Sites**	**$129,600**

COMMENTS.

Task Description

SCS will provide support services for compliance with Central Valley Regional Water Quality Control Board (RWQCB) requirements as needed and requested by the City. Based on our experience working with the City on compliance issues at the 28th Street Landfill and adjacent Dellar Landfill, we expect the services will include the following:

- Review Central Valley RWQCB correspondence and recommend/draft responses. This would be similar to work we recently performed in response to the Cleanup and Abatement Order for the 28th Avenue site (R5-2015-0739, September 2015). We would review agency correspondence with the City (via meetings or conference calls); assist in developing strategies for response and compliance; and draft formal responses for City signature.

- Evaluate existing data to determine compliance with WDRs or compliance orders. This would be an extension of our current assignment to submit an Updated Evaluation Monitoring Work Plan in response to the CAO (due October 31, 2015). The groundwater monitoring database for the 28th Avenue Landfill extends back to the 1980s. The existing data is in various formats and the data management system(s), while appropriate for the time is no longer serviced by the vendor. As part of our proposal, SCS can provide the City access and utilization of our new SCSeTools® Environmental Data Management. This is a new and powerful tool for secure storage, collection, expandability and evaluation of environmental data to assist in the management of environmental control systems. Details are provided in our companion Attachment 8 Qualifications submittal. Use of such a system as SCSeTools® would enhance the City's ability to interpret hydrogeologic and water quality trends, and remain in compliance with RWQCB requirements.

- Assist with negotiations between the City and RWQCB during drafting of new or revised WDRs or other compliance orders. For the near term, this would entail support with compliance of the terms in the CAO for the 28th Street Landfill, issued September 2015.

- Provide third-party review of compliance documents prepared by the City or others. This could include review of Semi-Annual Self-Monitoring Reports, or other technical reports, which must be prepared or reviewed by a licensed professional. Although not requested in the City's RFP, SCS can prepare Semi-Annual Monitoring Reports if requested.

- Prepare non-routine documents to be submitted to the RWQCB for special studies, evaluations, work plans or installation reports.

- Prepare draft request for proposals for groundwater/subsurface investigation contractors such as drillers or geophysicists. This would be in support of the CAO requirement for submittal of an *Updated Evaluation Monitoring Report* at the 28th Street Site, which could require installation of off-site monitoring points to determine the extent of contaminant releases.

- Provide oversight of investigation activities, including subsurface vapor investigations, groundwater monitoring wells, etc.
- Recommend changes in existing monitoring programs to make them more cost-effective and compliant with regulations and orders.

Basis for Estimate

Per the addendum to the City's RFP, we have budgeted 250 staff hours per year for this task. Based on the scope of work, we envision that approximately 30 to 40 percent of the hours should be allocated to experienced senior personnel (Project Director or Senior Technical Advisor). Services will only be performed subsequent to request, direction and authorization from City personnel. SCS will provide at the request of the City, individual proposals and associated cost estimates as they occur and/or are needed. A copy of SCS's Proposed Fee Schedule is provided as **Attachment A**.

Related Experience

Examples of SCS Engineers' experience where we have provided support with water quality compliance and agency directives at closed landfills include:

- City of Sacramento 28th Street and Dellar Landfills
- City of Berkeley Landfill
- City of Modesto Carpenter Road Landfill
- Geer Road Landfill, Stanislaus County
- Elk Grove Landfill, Sacramento County
- L&D Landfill, Sacramento

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

(2) 28th Street Landfill

Task 2.1	Surface Emissions Monitoring	$39,000

COMMENTS.

Task Description

SCS will conduct quarterly/annual surface emissions monitoring (SEM) in accordance with the Title V permit and the New Source Performance Standards (NSPS) requirements under 40 CFR Part 60, Subpart WWW at the 28th Street Landfill and the AB 32 Landfill Methane Rule (LMR). This will include successive quarterly rounds of SEM events and preparation of an SEM report for submittal to the City. We have also included budget for additional monitoring at 28th Street to document surface emissions for the purposes of AB 32 and compliance with the GHG program for landfill, including early action requirements. With the recent issuance of a Compliance Order (CO) for LFG flare shutdowns by the SMAQMD, SCS has included budget for three additional quarters of SEM sampling on a 100 foot grid as required by the CO (total 4 monitoring events/year).

Basis for Estimate

We have budgeted for the following number of SEM events during the contract term:

- First year December 1, 2015 through June 2016 (7 months) = 2 quarters, and 2 SEM events
- Second year July 1, 2016 through June 30, 2017 (12 months) = 4 quarters, and 4 SEM events
- Third year July 1, 2017 through November 30, 2018 (17 months) = 6 quarters, and 6 SEM events

If exceedences of regulatory thresholds are detected during routine events, follow-up monitoring may be required. Our fee estimate excludes this cost. Additional monitoring events, if requested, would be on a time-and-materials basis. A copy of SCS's Fee Schedule is provided as **Attachment A**.

Related Experience

Examples of other clients and sites where SCS performs landfill surface emissions monitoring are:

- City of Sacramento 28th Street Landfill
- City of Berkeley Landfill
- City of Burlingame Landfill
- Sonoma Central Landfill
- Sacramento County Kiefer Road Landfill
- Republic Services Forward Landfill, Stockton.

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

Task 2.2	**Greenhouse Gas Reporting**	**$27,000**

COMMENTS.

Task Description

SCS will prepare GHG and federally-required air quality reports for the 28th Street Landfill. This will include:

a. Preparation and submittal of the AB 32 LMR annual report. This report will summarize results of the four quarterly SEM events from the previous calendar year. The report is due to the SMAQMD and California Air Resources Board by March 31 of each calendar year.

b. U.S. EPA GHG Annual Reporting and Monitoring Plan Update.

Draft versions will be prepared for City review and will include all relevant monitoring and regulatory-prescribed information. Final versions will be prepared to reflect City comments and for submittal to the agencies.

Related Experience

Examples of other clients and sites where SCS performs landfill GHG reporting services are:

- City of Sacramento 28th Street Landfill
- City of Berkeley Landfill
- City of Burlingame Landfill
- Sonoma Central Landfill

- L&D Landfill, Sacramento
- Sacramento County Kiefer Road Landfill
- Republic Services Forward Landfill, Stockton.

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

Task 2.3	Flare Source Testing at the 28th Street Landfill	$75,000

COMMENTS.

Task Description

SCS will conduct annual source testing of one or both flares at the 28th Street Landfill. This testing must be conducted in accordance with the site's Title V permit and applicable rules and regulations, including the Permit to Operate issued for the new flare (designed by SCS and currently being installed). Services will include, but not be limited to, the following:

- Obtain competitive qualifications and pricing from source testing contractors, if requested. SCS has previously engaged qualified subcontractors for this work on behalf of the City.
- Prepare and submit source test protocol. Ensure protocol is approved by the SMAQMD.
- Complete proper notifications to the SMAQMD.
- Arrange for and schedule source testing with City and contractor. Ensure all necessary equipment is available on-site. An SCS Field Services technician will be on-site to make the LFG system operation is adjusted and optimized for test purposes.
- Complete pre-testing analysis of flares prior to actual testing, if necessary.
- Complete full source testing of each flare.
- Provide engineering oversight of source test contractor.
- Prepare and submit source test report to City and SMAQMD.
- Provide any follow-up compliance services related to the source test results.

Basis for Estimate

A source test for each of two flares (primary and back-up, respectively) is typically performed in December of each calendar year. A new flare is now being installed, and the construction contractor will conduct an initial source test under the Contractor's previously authorized budget. A separate source test for the new flare will not be needed in December of 2015 (start of the first contract year). Therefore we have budget for five source tests during the 3-year contract period.

Related Experience

Examples of sites where SCS performs landfill flare source test services are:

- City of Sacramento 28th Street Landfill
- City of Berkeley Landfill

- City of Burlingame Landfill
- Sacramento County Kiefer Road Landfill
- Altamont Landfill, Alameda County
- Tri-Cities Landfill, Alameda County
- Neal Road Landfill, Butte County

Task 2.4	Engineering Support for Methane Gas Compliance at the 28th Street Landfill	$65,100

COMMENTS.

Task Description

SCS will provide ongoing regulatory and engineering support for the 28th Street Landfill. We are currently serving as the City's consultant in this capacity. Per the City's RFP, work is expected to include:

- Assist with the Title V air quality permit submittal, due March 27, 2016. We have budgeted 40 staff hours for this effort.
- Perform engineering and Construction Quality Assurance (CQA) services in support of remedial measures necessary for compliance with California Code of Regulations (CCR) Title 27 requirements for subsurface combustible gas migration control. Based on recent experience this may include evaluation of monitoring and gas collection and control system (GCCS) operating data; liaison with the regulatory agencies; evaluation of GCCS performance and recommendations for improvements to enhance gas capture; design, installation and permitting of gas extraction wells, and other related services.
- Perform CQA services during new flare installation project. Note: SCS is currently performing these services as part of our existing agreement. We have budgeted to cover costs for the initial month of the new contract only (December 2015).
- Design, permit and construct extraction wells and modifications to the GCCS as needed.
- Design, permit and install LFG monitoring wells in cooperation with City staff. Note that SCS has assisted the City with installation of an entirely new monitoring network (including off-site probes providing data on true subsurface gas migration potential from the landfill). In our opinion the existing monitoring network is sufficient and we do not anticipate significant activity on this subtask.

Basis for Estimate

SCS is currently assisting with the above LFG migration control and monitoring compliance issues through our current contract with the City. There has been substantial headway made on achieving compliance with 27 CCR requirements. However, at this time it is unknown what additional remedial actions, or level of engineering effort will be needed for technical assistance, design, and field CQA. For purposes of this proposal, we have budgeted 100 staff hours per year for these activities.

Services for this task will only be performed subsequent to request, direction and authorization from City personnel. SCS will provide at the request of the City, individual proposals and associated cost estimates as they occur and/or are needed.

Related Experience

Examples of other clients and sites where SCS performs landfill surface emissions monitoring are:

- L&D Landfill, Sacramento
- 14th Avenue Landfill, Sacramento
- City of Sacramento 28th Street Landfill
- American Avenue Landfill, Fresno County
- Ostrom Road Landfill, Yuba County
- Highway 59 Landfill, Merced County

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

Task 2.5	Provide Services for Cover and Drainage Improvements for 28th Street Landfill	$15,000

COMMENTS.

Task Description

SCS will provide design services when requested by the City, for any needed improvements to the landfill cover, drainage or other containment features at the 28th Street Landfill. In the past this has involved maintenance or repairs in response to landfill settlement. Engineering services for this task could include:

- Site inspections to assess the condition of landfill cover, drainage, storm water basins, containment berms, roadways, and other features.
- Review of aerial and topographic survey data, as-built drawings and landfill closure plans.
- Assess necessary repairs, value-engineering of options, and development recommendations, and/or specifications to guide construction improvements, if needed.

Basis for Estimate

We have budgeted 30 staff hours per year for this effort, based on past experience and anticipated post-closure maintenance requirements. This level of effort is consistent with past history of similar engineering services for cover and drainage improvements at the 28th Street Landfill.

Related Experience

Examples of other clients and sites where SCS performs as-needed engineering services for cover, drainage and landfill infrastructure at closed landfill sites includes:

- City of Sacramento 28th Street Landfill
- Dellar Landfill, Sacramento
- Geer Road Landfill, Stanislaus County
- Junipero Serra Landfill, San Mateo County
- Crazy Horse Landfill, Monterey County
- Elk Grove Landfill, Sacramento County

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

Task 2.6	Engineering Support for Compliance with RWQCB Cleanup and Abatement Order for 28th Street Landfill	$65,000

COMMENTS.

Task Description

SCS will provide support services to comply with groundwater CAO R5-2015-0739 for the 28th Street Landfill, issued by the Central Valley RWQCB. For this assignment, we will provide engineering and hydrogeological technical support services as described above for Tasks 1.1 and 1.2, specifically as they relate to preparation and submittal of the following compliance reports:

- *Updated Evaluation Monitoring Report of Results* (due March 30, 2016)
- *Updated Engineering Feasibility Study* (due March 30, 2016)
- *Additional Corrective Action Implementation Report* (due October 31, 2016)
- Semi-Annual *Corrective Action Progress Reports* (semi-annually, beginning January 31, 2017).

Our services will generally include consultation with City technical and legal staff regarding agency requirements; oversight of remedial investigation activities including supplemental water quality monitoring events; compilation and evaluation of data; engineering analyses of corrective action measures as appropriate; and preparation of draft and final report submittals.

Basis for Estimate

The primary requirements of the CAO are to upgrade the compliance monitoring reports, and to complete the series of activities related to definition of groundwater impacts (evaluation monitoring), evaluation of corrective actions (engineering feasibility study), and implementation of corrective action, if any. SCS is already contracted and working on the monitoring report upgrades, so this activity is not included in the cost estimate, although some component of this may extend beyond the current scope of work. SCS is also at work preparing the *Evaluation Monitoring Work Plan* which will, to a significant degree, dictate the future activities in the groundwater evaluation and corrective action phases. Since the *Evaluation Monitoring Work Plan* has not yet been completed and approved, costs for implementation of the work cannot be accurately determined at this time. However, the costs for the associated reports, as given in the task scope of work, are provided based on our experience at other sites for preparing these types of reports. The actual costs for preparation of these reports may vary considerably, both more and less than estimated, based on the level of work proposed to, and eventually approved by, RWQCB.

We have budgeted for three semi-annual corrective action reports during the contract term, for the following periods:

- Period January 1 – June 30, 2017 (during 2nd contract year)
- Period July 1 – December 31, 2017 (during 3rd contract year)
- Period January 1 – June 30, 2018 (during 3rd contract year).

Related Experience

Examples of SCS Engineers' related experience where we have provided support with water quality compliance, agency directives and technical report preparation at closed landfills include:

- City of Sacramento 28th Street and Dellar Landfills
- City of Berkeley Landfill
- City of Modesto Carpenter Road Landfill
- Geer Road Landfill, Stanislaus County
- Elk Grove Landfill, Sacramento County
- L&D Landfill, Sacramento
- Fink Road Landfill, Stanislaus County

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

(3) Dellar Landfill

Task 3.1	Regulatory and Engineering Support for Compliance with Dellar WDR		$53,500

COMMENTS.

Task Description

SCS will provide regulatory and engineering support for the Dellar Landfill. These services will include implementation of requirements of the Dellar Landfill WDR No. R5-2015-0051. In general, SCS will provide engineering and hydrogeological technical support services as described above for Tasks 1.1 and 1.2, specifically as they relate to preparation of various groundwater monitoring, landfill gas, and other reports as outlined in Provision Nos. 6, 7 and 8 of the WDR. A complete listing of these requirements and corresponding deadlines is provided in the City's RFP but for brevity, is not repeated here. SCS will provide assistance with all reports and other requirements as needed and directed by the City.

Basis of Estimate

The Dellar property has been identified as habitat for the Valley Horned Elderberry Beetle (VHEB), a special status species. It is present in vegetation on the Dellar site surface in areas where final cover improvements are needed but have yet to be constructed. The final cover and drainage improvements in these areas have been put on hold, due to the presence of the VHEB. The compliance requirements listed in the WDR and City's RFP are contingent on special status species "de-listing". In our opinion it is very unlikely that the species will be delisted during the City's 3-year contract period. Therefore we have not budgeted for all listed activities.

Our Fee estimate also excludes costs for preparation of the following report listed in the RFP, which has already been completed by SCS under our existing contract with the City: WDR Provision J, #7c – status on installation of groundwater monitoring well MW-21.

Related Experience

Examples of SCS Engineers' related experience where we have provided support with water quality compliance, agency directives and technical report preparation at closed landfills include:

- City of Sacramento 28th Street and Dellar Landfills
- City of Berkeley Landfill
- City of Modesto Carpenter Road Landfill
- Geer Road Landfill, Stanislaus County
- Elk Grove Landfill, Sacramento County
- L&D Landfill, Sacramento

Further details on these and other SCS projects are provided in the companion Attachment 8 Qualifications Statement.

ATTACHMENT A

FEE SCHEDULE

Environmental Consultants
and Contractors

3117 Fite Circle
Suite 108
Sacramento, CA 95827

916 361-1297
FAX 916 361-1299
www.scsengineers.com

SCS ENGINEERS

ATTACHMENT A
FEE SCHEDULE – CITY OF SACRAMENTO
(Effective December 1, 2015 through June 30, 2017)

Engineering/Support Personnel	Rate/Hour
Project Director	242
Senior Project Advisor	228
Senior Project/Technical Manager	217
Project Manager II	193
Project Manager I	185
Certified Industrial Hygienist	180
Senior Project Professional II	162
Senior Project Professional I	150
Project Professional II	145
Project Professional I	135
Staff Professional II	115
Staff Professional I	108
Project Administrator	99
Associate Staff Professional	92
Senior Engineering Technician	90
Designer/Drafter	85
Administrative	79

Technical Field Personnel	Rate/Hour
Project Manager	185
Sr. Superintendent	135
Superintendent	110
Plant Operator	90
Sr. Technician	90
Foreman	85
Equipment Operator	90
Technician	75
Fusion Technician	65
Laborer	60

GENERAL TERMS:

1. Scheduled rates are effective through June 30, 2017. Work performed thereafter is subject to a new Fee Schedule.

2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, and for job-related employee travel and subsistence, reproduction, telephone, equipment, and supplies are billed at actual cost plus a 15 percent administrative fee.

3. Charges for field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. The cost of equipment owned by SCS or SCS Field Services will not be subject to administrative mark-up. Trucks will be charged at $18.00/hour. No administrative mark-up will be applied to mileage charged from company-owned vehicles. Personal vehicles will be charged at the Federal rate then in effect.

4. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.

5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.

6. On short term or one time assignments, services which require less than eight (8) hours, but more than four (4) hours will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an on-going project (including call-outs after normal work hours) and will be charged portal-to-portal, from SCS Field Services offices.

7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.

8. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.

9. These rates are based on non-union, non-prevailing wage scales.

10. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are $248/hour for Vice Presidents and other Principals and $292/hour for Senior Vice Presidents and Senior Executives.

Environmental Consultants
and Contractors

3117 Fite Circle
Suite 108
Sacramento, CA 95827

916 361-1297
FAX 916 361-1299
www.scsengineers.com

SCS ENGINEERS

SCS STANDARD FEE SCHEDULE
FOR FIELD EQUIPMENT – CITY OF SACRAMENTO
(Effective December 1, 2015 through June 30, 2017)

Rate ($)

GEM 2000 or 5000 Gas Analyzer:

- Daily Rate 185/day
- Weekly Rate 555/week
- Monthly Rate..... 1,665/month

H_2S Gas Pod 10/day

SEM 500 Emissions Monitor:

- Daily Rate 185/day
- Weekly Rate 555/week
- Monthly Rate..... 1,665/month

Q Rae Gas Analyzer O_2/H_2S/CO/Combustibles 50/day
Micro Max Gas Analyzer O_2/H_2S/CO/COI Combustibles 50/day
M-40 Gas Analyzer $0_2/H_2S$/Combustibles 50/day
Magnehelic Pressure Set 20/day
Kurz Air Velocity Meter 35/day
Digital Readout Thermocouple 25/day
Dräger Detector Tubes/Pump..... 15/each
Metal Bellows Vacuum Pump 35/day

Bar Punch:

- Daily Rate 10/day
- Weekly Rate 30/week
- Monthly Rate..... 90/month

Fisher M95 Metal Detector 30/day
Dewatering Pump (Trash Pump).....45/day

TVA-1000 Flame Ionization Detector:

- Daily Rate 185/day
- Weekly Rate 555/week
- Monthly Rate..... 1,665/month

Rate ($)

MiniRae 2000 PID:

- Daily Rate 150/day
- Weekly Rate.....500/week
- Monthly Rate..... 1,500/month

Air Sampling Station:

- Daily Rate 50/day
- Weekly Rate.....200/week

Transit:

- Daily Rate 15/day
- Weekly Rate.....75/week
- Monthly Rate..... 250/month

Level:

- Daily Rate 15/day
- Weekly Rate.....65/week
- Monthly Rate..... 195/month

Pipe Laser:

- Daily Rate 50/day
- Weekly Rate.....220/week
- Monthly Rate..... 650/month

Water Trailer.....75/day
PAS 3000 Personal Air Sampling Pump 25/day
Tedlar Bag (10-Liter) 40/each
Non-Contaminating Air Sampling Pump.....25/day
Interface Probe 50/day

Submersible Pump:

- Daily Rate 50/day
- Weekly Rate.....150/week
- Monthly Rate..... 450/month

Water Level Indicator:

- Daily Rate 20/day
- Weekly Rate.....60/week
- Monthly Rate..... 180/month

Rate ($)

100-Foot Temperature Probe:

- Daily Rate 15/day
- Weekly Rate.....45/week
- Monthly Rate..... 135/month

Teflon Well Bailer 10/each
Vacuum Box/Carbon Canister and Blower.....150/day
Tool Truck 144/day

No. 12 P.E. Fusion Machine (1”-2”):

- Daily Rate 50/day
- Weekly Rate.....150/week
- Monthly Rate..... 450/month

No. 14 P.E. Fusion Machine (1”-4”):

- Daily Rate 80/day
- Weekly Rate.....240/week
- Monthly Rate..... 720/month

No. 28 P.E. Fusion Machine (2”-8”).....150/day

412 P.E. Fusion Machine (4”-12”):

- Daily Rate 225/day
- Weekly Rate.....675/week
- Monthly Rate..... 2,025/month

618 P.E. Fusion Machine and Tool Truck 400/day
Trackstar 500 Fusion Machine.....425/day
Sidewinder P.E. Fusion Machine.....100/day
Air Compressor.....60/day
Arc Welder.....75/day
Generator (3,500-Watt).....45/day
Generator (5,000-Watt).....60/day

Generator (6,000-Watt):

- Daily Rate 65/day

Generator (8,000 Watt):

- Daily Rate 75/day
- Weekly Rate.....225/week

Rate ($)

Isolation Pinch-off Tools:

- Daily Rate 25/day
- Weekly Rate.....75/week
- Monthly Rate.....225/month

Leister Extrusion Welding Gun 120/day
Plate Compactor.....75/day

4-Wheeler (ATV):

- Daily Rate 50/day
- Weekly Rate.....150/week
- Monthly Rate.....450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate 100/day
- Weekly Rate.....300/week
- Monthly Rate.....900/month

Cub Cadet:

- Daily Rate 175/day
- Weekly Rate.....525/week
- Monthly Rate.....1,575/month

Chain Saw:

- Daily Rate 10/day
- Weekly Rate.....30/week
- Monthly Rate.....90/month

Friatec Electrofusion Machine:

- Daily Rate 100/day
- Weekly Rate.....300/week
- Monthly Rate.....900/month

Horiba Water Quality Meter:

- Daily Rate 40/day
- Weekly Rate.....120/week
- Monthly Rate.....360/month

Rate ($)

Hydrogen Sulfide Meter:

- Daily Rate 100/day
- Weekly Rate.....300/week
- Monthly Rate.....90/0month

Infrared Thermometer:

- Daily Rate 10/day
- Weekly Rate.....30/week
- Monthly Rate.....90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate 100/day
- Weekly Rate.....300/week
- Monthly Rate.....900/month

Oiless Compressor and Control Box (Groundwater):

- Daily Rate 75/day
- Weekly Rate.....225/week
- Monthly Rate.....675/month

Earth/Resistance Tester:

- Daily Rate 100/day
- Weekly Rate.....300/week
- Monthly Rate.....900/month

Pitot Tube and Gauges:

- Daily Rate 10/day
- Weekly Rate.....30/week
- Monthly Rate.....90/month

Pressure Washer:

- Daily Rate 50/day
- Weekly Rate.....150/week
- Monthly Rate.....300month

Squeeze Tool:

- Daily Rate 10/day
- Weekly Rate.....30/week
- Monthly Rate.....90/month

Rate ($)

Turbidity Meter/Conductivity Meter:

- Daily Rate 25/day
- Weekly Rate.....75/week
- Monthly Rate.....225/month

Vacuum Air Pump:

- Daily Rate 100/day
- Weekly Rate.....300/week
- Monthly Rate.....900/month

Video Camera System.....200/day

Weed Trimmer

- Daily Rate 25/day
- Weekly Rate.....75/week
- Monthly Rate.....225/month

Safety Equipment:

- Tyvek Suit (each).....15/each
- Polyethylene suit (each).....20/each
- Nitrile gloves (per pair).....15/each
- PVC Gloves (per pair).....15/each
- Rubber booties (per pair).....15/each
- Organic Vapor Cartridges (per pair).....20/each
- Organic Vapor/Acid Cartridges (per pair).....25/each
- Cartridges pre-filters (per pair).....15/each
- Half face respirator (each).....20/day
- Full face respirator (each).....25/day
- Ventilator/manhole blowers.....25/day
- Parachute harness.....10/day
- Tripod:
  - Daily Rate 35/day
  - Weekly Rate.....105/week
  - Monthly Rate.....315/month
- SCBA 55/day

General Terms

1. Rates are in effect until June 30, 2017. Any work performed after that date will be subject to a new Schedule of Fees.

2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.

3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.

4. Rates for pressure and flow measurement devices cover all such devices used at the site. For example, if 3 magnehelics and 1 manometer are all used for pressure measurement one day at one site, the total charge would be $15/day.

5. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.

6. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.

7. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

EXHIBIT C

PROFESSIONAL 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
PROFESSIONAL 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 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 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 sub-consultant, 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)

(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 ✓ 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 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 Engineering Services (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

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.

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City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01003

Title: Change Order: East Drainage Canal Multi-Use Trail Project (K19006000)

Location: District 1

Recommendation: Pass a Motion: 1) authorizing the City Manager or his designee to execute Change Order No. 3 to City Agreement No. 2015-1329 with DeWitt Bros & Co. Inc. in an amount not to exceed $6,257 for the East Drainage Canal Multi-Use Trail Project (K19006000) and 2) ratifying Change Orders No. 1 and 2 City Agreement No. 2015-1329; and 3) resetting the City Manager's authority to issue change orders for City Agreement No. 2015-1329.

Contact: Ofelia Avalos, Associate Civil Engineer, (916) 808-5515; 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-Background
3-Contract
4-Exhibit A (Location Map)

City Attorney Review

Approved as to Form
Gerald Hicks
11/17/2015 2:22:23 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 11/5/2015 4:08:59 PM

Description/Analysis

Issue: The East Drainage Canal Multi-Use Trail Project (K19006000) adds a Class I bike trail to enhance bicycle safety and connectivity in North Natomas. Change Order No.3 in the amount of $6,257 covers additional costs for adjusting a Regional Sanitation Maintenance Hole and balances the quantities in various contract items.

Policy Considerations: The action requested is consistent with Chapter 3.60 of the Sacramento City Code, and with City of Sacramento General Plan goals for achieving sustainability and neighborhood livability.

Economic Impacts: Not applicable.

Environmental Considerations:

California Environmental Quality Act (CEQA): The City adopted a Mitigated Negative Declaration (MND) and the Mitigation Monitoring Program in conformance with CEQA on March 6, 2012.

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

Commission/Committee Action: None

Rationale for Recommendation: Approval of Change Order No. 3 is necessary to balance quantities and move forward with project completion.

Financial Considerations: The estimated total project budget for the East Drainage Canal Multi-Use Trail Project (K19006000) is $798,671. To date, $603,914 has already been expended, $136,416 is encumbered and staff anticipates an additional $58,341 will be needed to complete the project.

As of October 26, 2015, the project's unobligated balance is sufficient to execute Change Order No. 3 with DeWitt Bros & Co. Inc.'s in the amount of $6,257 and cover remaining projects costs.

The remaining estimated budget of $111,329 will be returned to the North Natomas FP Public Facilities Fee Fund (3206) at the completion of the project.

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

Attachment 1

Background:

The East Drainage Canal Multi-Use Trail Project (K19006000) extends the existing bike trail to close a gap in the bikeway system and provide a connection to the existing bike lanes at San Juan Road and Airport Road. The trail is in accordance with the City's Bikeway Master Plan.

Change Order No. 1 in the amount of $1,943 compensated the contractor for additional cracked concrete removal on the existing multi-use trail adjacent to Tanzanite Park.

Change Order No. 2 in the amount of $35,983 compensated the contractor for excavating an existing aggregate base road that the Regional Sanitation District installed during construction of its project and recycled the material to construct road base for the bike trail.

Change Order No. 3 in the amount of $6,247 compensates the contractor for lowering a deep Regional Sanitation maintenance hole that was not built to standards and adjusts the quantities of the lime treated subgrade and asphalt concrete to the actual amounts placed.

A balancing change order is underway in order to close out the project.

City of Sacramento
CHANGE ORDER

Project #: 1525K
Contract #: 2015-1329
Purchase Order #:

ExtDays: 2

Change Order #: 3

Sacramento, California

TO: **DeWitt Bros & Co Inc** , **Contractor**

CONTRACT FOR: East Drainage Canal Multi-Use Trail

Upon Mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "City", and your firm, hereinafter referred to as "Contractor", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following changes for the consideration set forth below:

Description:

See Exhibit A

The original contract sum was	$449,536.82
The net change by previous Change Orders was	$37,927.41
The contract sum prior to this Change Order was	$487,464.23
The contract sum will be increased by this Change Order	$6,257.34
The new contract sum including all Change Orders	$493,721.57

Contractor agrees that the amount of increase or decrease in the contract sum specified in this Change Order shall constitute full compensation for the work required by this Change Order, including but not limited to all compensation for the additional and/or revised work specified herein, 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 work, including any changes disruptions or delays in work schedules or in the performance of other work by Contractor. The time for the performance of the contract is increased by 2 Working Days by reason of the performance of the work required by this Change Order. Except as herein above expressly provided, Contractor further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the timelimit for completion of the work as said term is used in the contract between the City and the Contractor for the project.

Approval Recommended by:

Project Manager

Approved by:

City of Sacramento

11/24/15
Executed Date

Approved by:

Bradley Dewitt
Contractor

Attested to by:

City Clerk

Approved as to form:

City Attorney

Rev 10/22/96

Exhibit A

East Drainage Canal Multi-Use Trail

2015-1329

	Description	*Amount*
Change Order #3		
PCO # 4.0	**Changed/Unforeseen Conditions**	$16,646.70
10/26/15	This item compensates the contractor by Extra Work at Force Account for lowering a 40'deep Regional Sanitation maintenance hole to its required grade. This maintenance hole had no available rings to lower so the 8' barrel had to be modified to the new grade. This was out of the scope of the original MH to lower item due to its complexity and the contractor gave an estimate cost of about $50,000. By performing the work by Extra Work at Force Account, the City was able to dismiss the unknowns and pay for the actual work completed.	
PCO # 11.0	**Changed/Unforeseen Conditions**	($5,473.23)
10/26/15	The decrease in quantities will be at original contract prices: Bid item #7 - 6" Lime Treated Subgrade will decrease by 8169 sf @ $0.67 sf.	
PCO # 12.0	**Changed/Unforeseen Conditions**	($4,916.13)
10/26/15	The decrease in quantities will be at original contract prices: Bid item #9 - Asphalt Concrete (1/2") Pavement to Place will decrease by 53.09 tons @ $92.60 per ton.	
	3 **Items** **Total for Change Order #** 3	**$6,257.34**

1 **Change Orders**	3 **Items**	**Total for Contract #** 2015-1329	**$6,257.34**
	Totals By Reason	**Changed/Unforeseen Conditions**	**$6,257.34**
		Changes to Bid Documents	**$0.00**
		Client Initiated Changes	**$0.00**

EXHIBIT A

Location Map for

East Drainage Canal Bike Trail
(PN: K19006000)

Map contact: S. Tobin; Map date: JULY/12

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City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01019

Title: Parking Agreement: Sutter Medical Center

Location: 20th/21st & W and 21st/22nd & W, Districts 4 and 5

Recommendation: Pass a Motion authorizing the City Manager or his designee to execute a parking agreement with Sutter Medical Center for 500 parking spaces at the 20th/21st & W and 21st/22nd & W surface lots located under the W/X Freeway.

Contact: Matt Winkler, Operations General Supervisor (916) 808-5579; Matt Eierman, Parking Services Manager (916) 808-5849; Department of Public Works

Presenter: None

Department: Public Works Department

Division: On-Street Parking Admin

Dept ID: 15001511

Attachments:

1-Description/Analysis

2-Contract

City Attorney Review

Approved as to Form
Gerald Hicks
11/16/2015 10:53:50 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 11/4/2015 5:14:59 PM

Description/Analysis

Issue: Sutter Medical Center, located near 28th & Capitol Avenue, currently purchases 500 monthly parking permits for use at the 20th/21st & W and 21st/22nd & W surface parking lots located under the W/X Freeway. Sutter employees use these parking spaces and are transported to and from the hospital by shuttle. Sutter would like to enter into a long-term contract to ensure its employees have convenient, secure parking.

Policy Considerations: This recommendation supports the Central City Parking Master Plan goal to make parking safe, secure, attractive and convenient.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This project is exempt from CEQA under Section 15301, "Operation of existing public structures or facilities involving no expansion of use."

Sustainability Considerations: This action supports the City of Sacramento's sustainability goals to improve and optimize the transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The City of Sacramento currently manages the surface parking lots under the W/X Freeway from 6th Street through 23rd Street. There are approximately 1,800 parking spaces within these lots and prior to the City's management of them, few motorists were parking there. The proposed agreement will not only guarantee Sutter Medical Center convenient and secure parking for its employees, but it will increase the utilization of these parking spaces and reduce parking congestion surrounding the hospital.

Financial Considerations: Each month, Sutter Medical Center will pay the City $22,500 based on $45 fee per permit. All revenue will be deposited in the Parking Fund (6004).

Local Business Enterprise (LBE): Not applicable.

PARKING AGREEMENT

Between Sutter Medical Center and the City of Sacramento for 500 parking spaces at the 20th & W and 21st & W Parking Lots

This Parking Agreement ("**Agreement**") is made on _____, 2015, between the City of Sacramento ("**City**"), a charter municipal corporation, and Sutter Health Sacramento Sierra Region doing business as Sutter Medical Center, Sacramento ("**Licensee**"), who agree as follows:

1. **Term of Agreement.** Terms of this agreement will commence December 1, 2015. Either party may terminate this agreement pursuant to the terms in Section 7.

2. **Allocated Parking Spaces.** Upon commencement of this Agreement, City shall allocate to Licensee 500 hundred (500) un-assigned parking spaces. Payment shall be made pursuant to sections 4 and 5, below. Licensee shall pay for a minimum of five hundred (500) monthly permits throughout the term of this Agreement regardless of the amount of usage for each permit or the return of permits to City. Each permit shall be valid 6:00 a.m. Monday through mid-night Friday.

3. **Parking Lot.** The term "Lot" refers to un-assigned parking spaces located on the 20th & W and 21st & W Street surface parking lots ("Primary Lots") and parking spaces located on the 18th & W Street surface parking lot ("Overflow Lot"). Parking spaces in the Overflow Lot will be used only when parking spaces are not available on the Primary Lot (see Attachment "A").

4. **Authorized Parkers**. Upon commencement of this agreement, Licensee will provide City a complete list of license plates for each person authorized to park in the Lot. People may have multiple vehicles registered to park in the Lot, but at no time may a person have more than one registered vehicle park in the Lot at the same time. If more than 500 vehicles or more than one vehicle registered to an authorized person are parked at the Lot at any time, Licensee will be charged $10 per day per excess vehicle. Un-authorized vehicles will be cited per applicable code.

5. **Compensation to City.** Licensee shall pay forty five ($45) dollars for each permit issued to it but in no event shall Licensee pay for less than five hundred (500) parking spaces.

   (a) Payment shall be in the form of one check for all fees due and sent to:
   Parking Services Division
   300 Richards Blvd.
   2nd Floor
   Sacramento, CA 95811

(b) If full payment is not received by or on the fifth day (5th) of the month for which it is due, the total parking fee for that month will be increased 10%. Failure to make payment by the last business day of any month as required herein shall constitute a default by Licensee, and this Agreement shall be subject to termination by City for such default, pursuant to the procedures specified in section 7.

6. **Insurance Requirements.** During the term of this Agreement, Licensee shall purchase at its sole cost and expense and maintain in full force the following insurance coverage:

   (a) 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. Licensee's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers.

   Licensee 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 section 17. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

   Licensee is responsible for requiring and verifying that the minimum scope and limits of insurance coverage shall be maintained by, or on behalf of, all subcontractors.

   The CITY may cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement.

   The above insurance requirements may be satisfied by self-insurance. A letter of self-insurance from the Licensee will be sufficient to document self-insurance.

7. **Termination.** In addition to provisions for termination specified elsewhere in this Agreement, City shall provide written notice of a violation or default to Licensee, who shall forthwith use its best efforts to take action to remedy the default or violation. In the event the Licensee fails, within ten (10) days from the date of the notice or such longer time period as may be specified by City, to take the necessary corrective action, this Agreement will terminate automatically, upon written notice from City to Licensee, provided that City may, in its discretion, extend the time for correction. The termination procedures specified above shall not apply in the event that the City determines, in its sole discretion, that an emergency situation exists, in which case City may take any action deemed

necessary by City to respond to the emergency situation. Either City or Licensee may terminate this agreement without cause or penalty by providing sixty (60) days written notice to the other party.

8. **Access to Records.** City shall have reasonable access to the parking registration records of Licensee regarding the administration of parking permits issued under this Agreement. City agrees to keep the parking registration records confidential and only use them for the administration of the parking agreement unless required to disclose them pursuant to subpoena, Public Record Act request, or other legal process.

9. **Damage to or Destruction of the Lot.**

   (a) **Temporary Damage**: In the event that the Lot is temporarily damaged to such an extent that it may not be used for parking, or such that its use is so restricted that all or a portion of Licensee's issued permits may in City's reasonable judgment no longer be accommodated, City or Licensee may cancel the affected permits until such time as the damaged facilities have been restored; provided, however, that at the request of Licensee, and only to the extent that City determines, in its sole and exclusive judgment after considering the parking space requirements of other City parking customers and City employees, that space is available in another City parking facility or facilities, City shall use its best efforts to redesignate the affected permits for use at another City parking facility or facilities until the Lot is repaired, rather than cancel the affected permits. Licensee shall pay for such redesignated permits in accordance with the provisions of this Agreement. Licensee may reject any proposed redesignation of permits, in which case the affected permits shall be canceled until such time as the damaged facilities have been restored.

   (b) **Destruction**: If the City is prevented or delayed, or is rendered unable to provide Licensee the parking services described in this Agreement by reason of any act of God, strike, lockout, labor trouble, restrictive governmental laws or regulations, or any other cause not the fault of the City, which removes the City's right to possess and occupy the site of the Lot for purposes of operating parking services at the Lot, the City's performance hereunder shall be excused. Nothing in this Agreement shall be construed to obligate the City to reconstruct the Lot in order to perform its obligations under this Agreement, nor shall cause an extension of the term of this Agreement.

10. **Nondiscrimination.** Licensee covenants that there shall be no discrimination against any person or group of persons on account of race, color, creed, sex, marital status, disability, national origin, ancestry, or any other basis prohibited by local, state, or federal law or regulation, in the distribution or use of permits. Any breach of this covenant shall constitute a default by Licensee, and this Agreement

shall be subject to termination by City pursuant to the procedures specified in section 8.

11. **Assignment.** Licensee's rights under the Agreement shall not be transferred or assigned, by operation of law or otherwise, without the prior written consent of City. Any attempt to transfer or assign without having first obtained such consent may, in the City's sole discretion, and without the need for procedures specified in section 9, immediately terminate this Agreement. In addition to any other relevant and reasonable conditions, City shall be entitled to condition its consent on the execution by the assignee or transferee of an agreement satisfactory in form and content to the City Attorney, under which the assignee or transferee expressly assumes the obligations specified in this Agreement. Upon full execution of such an assumption agreement, Licensee shall be released from all of its obligations hereunder which otherwise would accrue, from and after the effective date of the assumption agreement.

12. **Conflict.** In the event of a material conflict between any provisions of this Agreement and any rule, regulation or law enacted by any governmental agency including, but not limited to City, the County of Sacramento, the Sacramento Air Quality Maintenance District or any successor thereto, or any state or federal agency or legislative body, the enactment of the governmental agency or legislative body shall prevail and the obligations of the parties to this Agreement shall be modified accordingly. In the event that City determines that the provisions of this section would require modification of the Agreement, City shall so notify Licensee and the parties shall meet and endeavor in good faith to reach resolution of the issues.

13. **Subordination.** This Agreement shall be subject and subordinate at all times to the lien of any mortgage or trust deed or deeds or other evidence of obligation which may now exist upon or which may be placed upon the Lot, or any other lot which in the future is utilized as a substitute lot for parking permits issued pursuant to this Agreement. "Evidence of obligation," for purposes of this section, includes but is not limited to documents relating to any form of public financing (e.g., bonds, certificates of participation) wherein the said parking facilities or any of them are used as an asset securing the public financing in any manner. Licensee covenants that it will execute and deliver to City, or its nominee, at no cost to City and subject to no conditions or other limitations, proper subordination agreements to this effect at any time upon the request of City.

14. **Notice.** Any notice, documentation, or other communication required or desired to be given pursuant to this Agreement shall be given in writing either by personal service, by certified mail, return receipt requested, postage fully prepaid or by national overnight delivery service, to the following respective addresses:

City	**Licensee**
Parking Services Division City of Sacramento Attn: Parking Services Manager 300 Richards Blvd., 2nd Floor Sacramento, CA 95811	Sutter Health Sacramento Sierra Region d/b/a Sutter Medical Center, Sacramento Attn: Richard SooHoo, CFO 2801 Capital Avenue, Suite 150 Sacramento, CA 95816

The above addresses may be changed by written notice in accordance with this section.

15. **Condemnation.** In the event that any portion or all of the Lot should be taken by eminent domain or acquired under the threat of the exercise of the power of eminent domain, this Agreement shall automatically, without the need for action by either party, terminate, and Licensee shall have no interest whatsoever in any proceeds from such taking payable to City, and City shall be under no legal obligation whatsoever to pay to or reimburse Licensee for any loss or damage whatsoever relating to or arising out of the taking of the structure. Provided, however, that at Licensee's request, City shall make a reasonable effort to, but shall not be under legal obligation to, provide alternate City parking facilities for some or all of the permits issued hereunder. In the event that City determines, in its sole discretion, that alternate City parking facilities are available and City agrees that such facilities may be used for some or all of the issued permits, the parties shall enter into a new and different agreement for the issuance of parking permits for such facilities. Provided, further, that Licensee shall be entitled to exercise any right it may have, in law or in equity, to independently seek compensation from the condemning agency for any of Licensee's losses or damages.

16. **Security.** The nature of any permit issued pursuant to this Agreement is that of a license, and no agency or relationship of landlord and tenant shall arise from this Agreement. City shall not be responsible for the personal security of any person or personal property in the Lot, or in any substitute or alternate facilities furnished pursuant to this Agreement or otherwise.

17. **Failure To Terminate Not A Waiver.** No failure of either party to terminate this Agreement for default upon any breach shall constitute a waiver of the right to terminate this Agreement for the same or any other default or violation subsequently occurring.

18. **Time is of the Essence.** Time is of the essence to each and every term and condition of this Agreement.

19. **Indemnity and Hold Harmless.** Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party") and its directors, trustees, members, officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claim for injury or damages is caused by or results from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, trustees, members, officers, employees or agents. The provisions of this Section 19 shall survive any termination of this Agreement, notwithstanding anything herein to the contrary.

20. **Third Party Beneficiaries.** Unless otherwise expressly provided, this Agreement shall not create any third-party beneficiary rights for any person or entity.

21. **Complete Agreement.** This Agreement contains all of the terms and conditions of the agreement between City and Licensee regarding use of City parking facilities.

22. **Execution.** By their signatures below, each of the following represent that they have authority to execute this agreement and to bind the party on whose behalf their execution is made.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

LICENSEE:

Sutter Health Sacramento Sierra Region

By: _____

Its: CFO

Date: 11/13/15

_____

Federal Tax ID

_____

City of Sacramento
Business Operations Tax Cert. No.

CITY:

CITY OF SACRAMENTO,
A Municipal Corporation

By: _____
Jerry Way, Director of Public Works

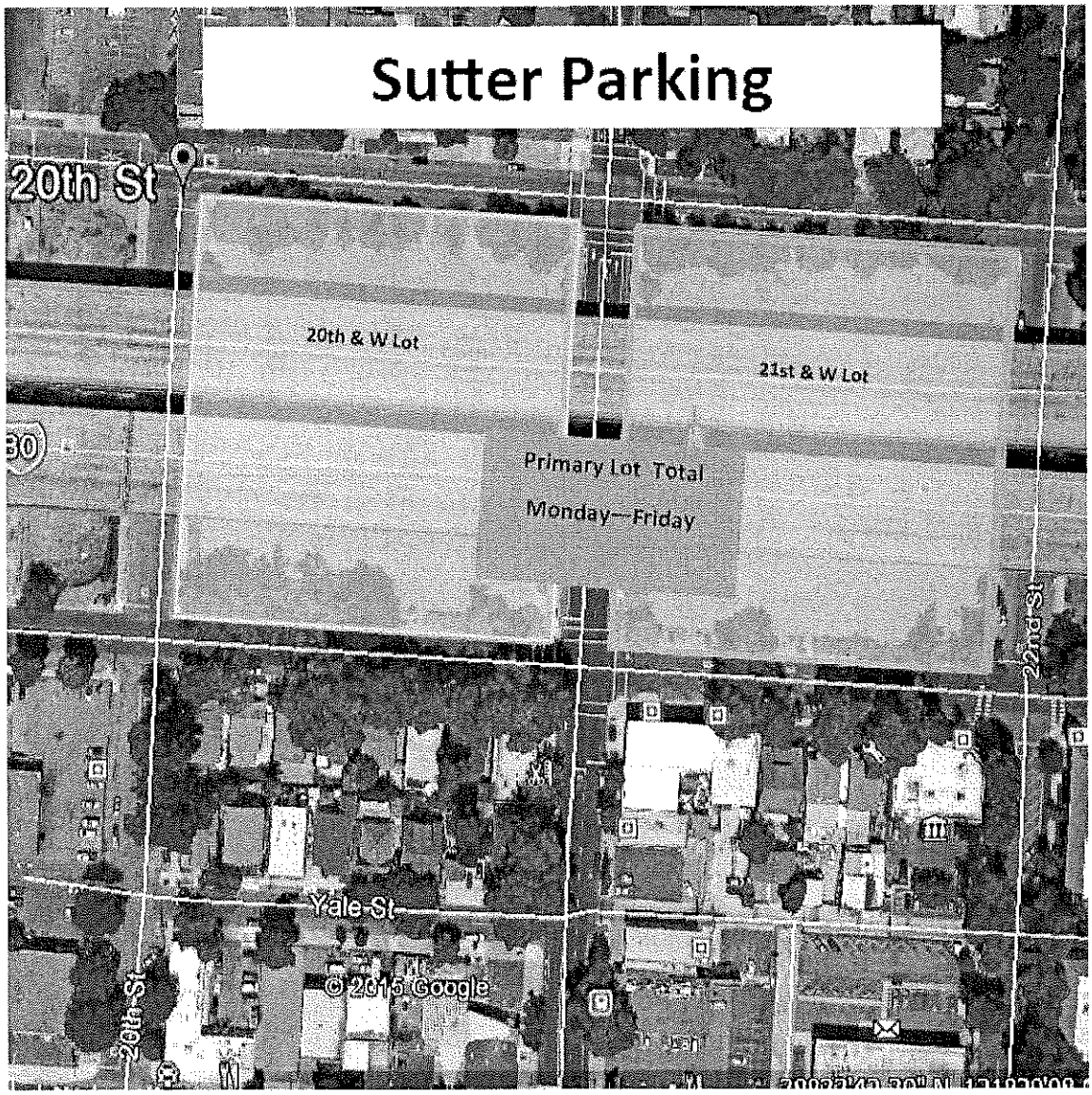
APPROVED AS TO FORM:

By: _____
Deputy City Attorney

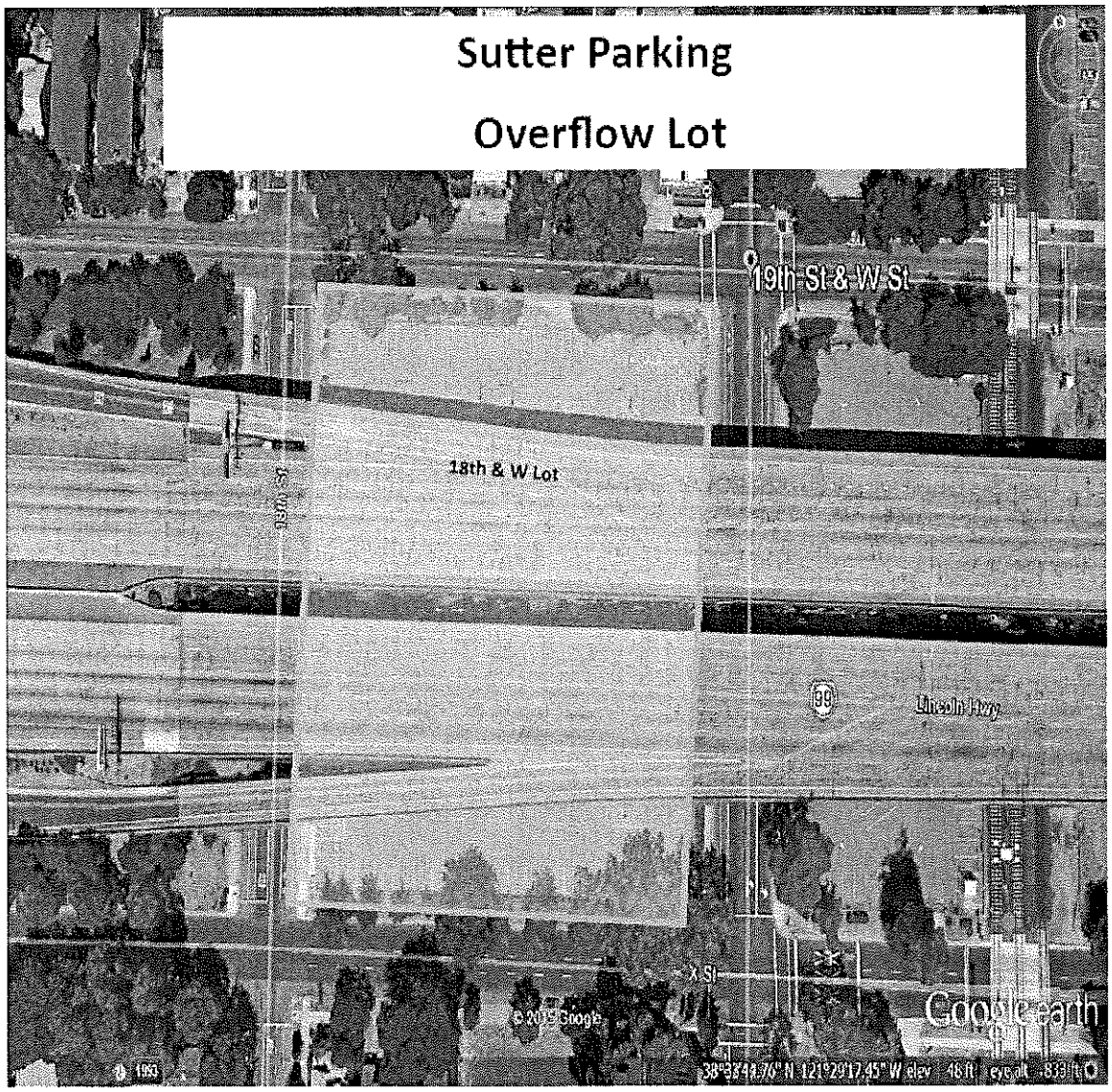
ATTEST:

By: _____
City Clerk

ATTACHMENT A—Lot



ATTACHMENT A—Lot



City of SACRAMENTO 15

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

Meeting Date: **11/24/2015**

Report Type: Consent

Report ID: 2015-01007

Title: Supplemental Agreement: 200-Year Floodplain and Evacuation Mapping

Location: Districts 1, 2, 3, 6, 7 and 8

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute a Supplemental Agreement to City Agreement No. 2014-1147 with GEI Consultants to continue mapping efforts relating to evacuation and 200-year floodplain mapping, in an amount not-to-exceed $213,266, bringing the agreement's total not-to-exceed amount to $386,394.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Tony Bertrand, Supervising Engineer, (916) 808-1461, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
11/17/2015 2:29:06 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 11/12/2015 9:22:13 AM

Description/Analysis

Issue Detail: The Department of Utilities (DOU) is responsible for maintaining and updating the City of Sacramento Rescue and Evacuation (R&E) maps, which can be utilized in emergency situations. These maps need to be updated to reflect the most current and accurate data available to protect the public to the maximum extent possible in a 200-year flood event. In addition, California Senate Bill 5 (Machado), Chapter 364 requires the City to demonstrate 200-year flood protection for all urban areas. As DOU was working on the R&E maps, DOU determined that additional 200-year flood event mapping efforts were necessary because of the critical deadlines set forth by the California Department of Water Resources. GEI Consultants have the foundation of data necessary to build the in-depth mapping needed to ensure the City of Sacramento is in full compliance with the 200-year level of urban protection. Staff requests City Council approval to execute Supplemental Agreement No. 1 to City Agreement No. 2014-1147 with GEI Consultants to continue these mapping efforts.

Policy Considerations: Accurate and complete R&E maps and knowledge of the flood protection levels from our waterways in the City allow for effective emergency response and responsible development in floodplains. As related to the 200-year flood protection levels, the City of Sacramento's 2035 General Plan has been amended to be consistent with the policies outlined within the Central Valley Flood Protection Plan (CVFPP). The corresponding Zoning Ordinance amendment is scheduled for City Council approval by March 2016. The deadlines on 200-year floodplain mapping projects are critical. Completion of the 200-year floodplain modeling and mapping will align the City with the CVFFP and 200-year flood protection standards.

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division, has reviewed the proposed supplemental agreement and has determined that the activity is not a "project" pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b). The agreement is an administrative and fiscal activity that will not result in a significant effect on the environment, and is therefore, not subject to CEQA.

Sustainability: Conducting the hydraulic modeling and mapping for R&E maps and 200-year flood protection activities are consistent with the City's Sustainability Master Plan.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Approval of the proposed supplemental agreement will allow DOU to increase the funding for R&E and 200-year floodplain mapping which is needed to meet the 200-year flood protection mandates. Through an RFP process conducted in February 2014, GEI Consultants was selected to provide these services by a selection committee. The selection committee consisting of three staff from City of Sacramento, Sacramento County, and Sutter County. The committee rated five proposal based on expertise, experience, qualifications, and Local Business Enterprise. Due to the critical deadlines imposed by regulations mandating 200-year flood protection for urban areas and to make continuous effort to maintain flood protection systems, staff has identified the need to continue using GEI Consultants' services and increase the contract's not-to-exceed amount to $ $386,394.

Financial Considerations: The proposed supplemental agreement provides mapping and modeling services for R&E and 200-year floodplain mapping. The supplemental agreement will increase the current agreement amount by $213,266, for a new total not-to-exceed amount of $ $386,394.

Sufficient funds are available in the Flood Control Planning Project (I14010100) to support the proposed adjustment.

Local Business Enterprise (LBE): The LBE preference was applied during the RFP selection process. The minimum LBE participation requirement for this project was waived to ensure a competitive solicitation in the best interest of the City.

Background

The Department of Utilities (DOU) is responsible for maintaining and updating the City of Sacramento Rescue and Evacuation (R&E) maps, which can be utilized in emergency situations. DOU has joined a multi-agency collaboration to receive grant funding from the California Department of Water Resources (CA DWR) for Statewide Flood Emergency Response Projects. The alliance includes the City of Sacramento DOU, Sacramento County Department of Water Resources, Sacramento County Office of Emergency Services, California State University Sacramento, American River Flood Control District, Reclamation District 1000, and Sacramento Metropolitan Fire. The grant work will have a direct and significant positive impact on the region's ability to respond effectively and efficiently during an emergency.

The total CA DWR grant consists of nine tasks. Task 4 is for updating the R&E maps. An RFP for the R&E maps was advertised in April 2015, and GEI Consultants' proposal was selected. Now, Task 4 is reaching completion. Draft R&E maps have been developed and are in the final stages of review.

However, it has recently been determined that seven streams within the City's jurisdiction require 200-year floodplain mapping to increase the level of protection within the City's urban areas. The seven streams were identified through the 200-year standard flood protection levels set forth by California Senate Bill 5 (Machado), Chapter 364 and CA DWR's *Urban Level of Flood Protection Guidelines*. The streams include Arcade Creek, Dry Creek/Robla Creek, Magpie Creek, Morrison Creek, Elder Creek, Unionhouse Creek and Laguna Creek. Based on this determination, additional mapping services are now necessary to ensure 200-year flood protection levels are met.

Also, potential changes to the North B Street Levee (Levee) require further review of the level of protection provided by this levee. GEI will provide the city with documentation to evaluate if the earthen embankment along North B Street provides adequate protection and time to evacuate if the American River south levee were to fail between Interstate 5 and Highway 160. The earthen embankment is located just south of North B Street extending from the city's water treatment plant to the 12th street underpass.

Four modeling scenarios will be developed using the breach hydraulic models evaluation from the City's rescue of evacuation project.

- Scenario 1: Levee remains in place.
- Scenario 2: Levee remains in place but 12th Street gate is open.
- Scenario 3: Levee remains in place and all gates are closed, but the embankment fails when water level reaches approximately 1/2 of maximum.
- Scenario 4: Assume North B Street is removed.

Lastly, the rescue area maps that will be used for development purposes must be finalized. Proposed development in areas of the City designated as "rescue areas" (1 foot of water in 2 hours from a levee break) will be required to have an evacuation/refuge location above flood levels.

The funding for the 200-year mapping, North B Street Levee evaluation, and rescue area maps will be paid for through the Flood Control MYOP I14010100.

Staff is recommending approval of the supplemental agreement because: (1) the flood protection evaluations and rescue area maps will provide valuable information to guide the safe development of the City's floodplain; and (2) GEI Consultants have the foundation of data necessary to build the in-depth mapping needed to ensure the City of Sacramento is in full compliance with the 200-year level of urban protection. The work performed to date by GEI Consultants provides the firm with a unique foundation of data and working knowledge necessary to develop the mapping needed within the critical deadlines provided.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Rescue and Evacuation Mapping **Date:** 11/13/15
Purchase Order #: 0000027287 **Supplemental Agreement No.:** 1

The City of Sacramento ("City") and GEI Consultants ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-1147, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements 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:

   Contractor shall perform additional modeling and mapping services to complete inundation and 200-year mapping for the City of Sacramento. Contractor shall perform the additional services described in Attachment 2 to Exhibit A, attached and incorporated by this reference. The cost estimate for these services is set forth in Attachment 2 to Exhibit B, attached and incorporated by this reference.

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 $213,266, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	$173,128.00
Net change by previous supplemental agreements:	0
Not-to-exceed amount prior to this supplemental agreement:	$173,128.00
Increase by this supplemental agreement:	$213,266.00
New not-to exceed amount including all supplemental agreements:	$386,394.00

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 supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement 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 supplemental agreement.

Approval Recommended By:

Project Manager

Approved As To Form By:

City Attorney

Approved By:

Jason J. Bates Senior V.P

Contractor

Approved By:

City of Sacramento

Attested To By:

City Clerk

(Rev. 9-17-12)

ATTACHMENT 2
EXHIBIT A

Additional services are needed to complete the 200-year floodplain mapping and inundation times for the City's waterways. The second phase of the 200-year mapping includes the modeling and mapping of Arcade Creek, Dry Creek/Robla Creek, Magpie Creek, Morrison Creek, Elder Creek, Unionhouse Creek and Laguna Creek and finishing the creation of rescue area maps for development purposes.

Also, the completion of the four inundation scenarios related to the level of protection provided by the North B Street Levee Embankment is critical.

TASK 1: PROJECT MANAGEMENT

GEI will provide project management and coordination with the City to present the results.

TASK 2: DATA COLLECTION AND FIELD REVIEW

Field review is necessary to evaluate the watersheds and the North B Street Levee Embankment.

TASK 3: RUN AND EVALUATE MODELS

To complete the 200-year mapping, GEI's team will: (1) setup, run and evaluate the seven watershed model scenarios on Arcade Creek, Dry Creek/Robla Creek, Magpie Creek, Morrison Creek, Elder Creek, Unionhouse Creek, and Laguna Creek; and (2) finish creating rescue area maps that will be used for development purposes. Proposed development in these rescue areas (1 foot of water in 2 hours from a levee break) will be required to have an evacuation location above flood levels.

The third item will finalize the North B Street Levee Embankment analysis. The GEI team will complete four model scenarios using the Hydrologic Engineering Centers River Analysis System program (HEC-RAS 5.0) GEI intends to breach the levee when the stages in the American River reaches freeboard. The model configuration of the River District overbank will evaluate the time of inundation and utilize the DWR LiDAR dated 2008. The overbank will include the necessary critical facilities (roads, bridges, structures) for each model scenario.

TASK 4: DEVELOP MAPS

Modeling results from the expanded scope of Task 3 must be mapped to show 200-year delineation and flood inundation times. The flood depth maps will include a colorized legend in coordination to depth of flow. The recue area maps will show the estimated time of flood inundation after 2 hours. The North B St Levee Embankment evaluation will show the time of inundation on a map from the four modeling scenarios.

TASK 5: QUALITY ASSURANCE/QUALITY CONTROL

A qualified engineer will review each step to verify that the evaluations are defensible and meets quality assurance and quality control standards.

TASK 6: DOCUMENTATION

GEI will provide technical memorandums that document the purpose, methodology, process, assumptions, results, and all mapping efforts.

SCHEDULE

The estimated time to complete the scope from notice to proceed is presented below:

TASK	NTP – DAY 15	DAY 16 – DAY 30	DAY 31 – DAY 45	DAY 46 – DAY 60
Compile and Refine Hydraulic Models				
Prepare Boundary Conditions				
Perform Preliminary Hydraulic Model Simulations				
Prepare Draft Maps for Review				
Finalize Maps based on Comments				
Prepare Documentation				
North B Street Levee Modeling and Mapping				

ATTACHMENT 2
EXHIBIT B

Cost Estimate

Proposed Labor Hours		Advisor (Reinhardt-MBK) $ 218.00	Modeling (Reinhardt-MBK) $ 218.00	QC $ 225.00	PM/Hydraulics $ 190.00	Hydraulics $ 167.00	GIS Mapping $ 126.00	Admin./Coordination $ 94.00	Task Totals Hours	Task Cost
Task 1	Project Management	0.00	0.00	10.00	25.00	0.00	0.00	15.00	50.00	$ 8,410.00
Task 2	Field Review	0.00	8.00	0.00	12.00	12.00	0.00	1.00	33.00	$ 6,122.00
	Run/Review/Evaluate									
Task 3	Arcade	0.00	40.00	0.00	8.00	2.00	8.00	0.00	58.00	$ 11,582.00
Task 3	Magpie	0.00	40.00	0.00	8.00	2.00	8.00	0.00	58.00	$ 11,582.00
Task 3	Dry Creek/Robla	0.00	40.00	0.00	8.00	2.00	8.00	0.00	58.00	$ 11,582.00
Task 3	Morrison	0.00	4.00	0.00	8.00	80.00	16.00	0.00	108.00	$ 17,768.00
Task 3	Unionhouse	0.00	4.00	0.00	8.00	24.00	8.00	0.00	44.00	$ 7,408.00
Task 3	Elder	0.00	4.00	0.00	8.00	24.00	8.00	0.00	44.00	$ 7,408.00
Task 3	Laguna	0.00	60.00	0.00	8.00	80.00	8.00	0.00	156.00	$ 28,968.00
Task 3	North B Street Levee	23.00	0.00	0.00	18.00	40.00	0.00	0.00	58.00	$ 15,114.00
Task 3	Rescue Area Maps	0.00	0.00	10.00	24.00	25.00	40.00	0.00	99.00	$ 16,025.00
	Develop Maps									
Task 4	200-Year Creek Mapping	0.00	20.00	0.00	8.00	24.00	60.00	8.00	120.00	$ 18,200.00
Task 4	North B Street Levee Mapping	0.00	0.00	0.00	6.00	30.00	8.00	9.00	53.00	$ 8,004.00
Task 5	Quality Control	0.00	4.00	29.00	0.00	0.00	0.00	2.00	35.00	$ 7,585.00
Task 6	TM Documentation	0.00	40.00	0.00	80.00	48.00	26.00	24.00	218.00	$ 37,468.00
Subtotal Direct Labor Hours		23.00	264.00	49.00	229.00	393.00	198.00	59.00	1192.00	**$ 213,226.00**
Subtotal Direct Labor Costs		$ 5,014.00	$ 57,552.00	$ 11,025.00	$ 43,510.00	$ 65,631.00	$ 24,948.00	$ 5,546.00	$ 208,212.00	

City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Public Hearing

Report ID: 2015-00947

Title: Aspen 1-New Brighton Planned Unit Development (Noticed 10/30/2015; Passed for Publication 11/03/2015; Published 11/06/2015) [Continued from 11/10/2015]

Location: District 6

Recommendation: Conduct a Public Hearing and upon conclusion pass 1) a Resolution certifying the Environmental Impact Report and adopting the Mitigation Monitoring Program; 2) an Ordinance approving the Aspen 1 Development Agreement; 3) a Resolution initiating the Aspen 1 Annexation; d) a Resolution approving the Tax Exchange Agreement for the Aspen 1 Annexation; 4) a Resolution approving the Aspen 1 Water Supply Assessment; 5) a Resolution amending the General Plan Land Use Map to redesignate approximately 232.3 acres from ±195.3 acres of Traditional Neighborhood Medium Density, ±7.5 acres of Suburban Center, and ±29.5 acres of Special Study Area (to be annexed) to ±219.9 acres of Traditional Neighborhood Medium Density, and ±12.4 acres of Suburban Center; 6) an Ordinance establishing the Aspen1-New Brighton Special Planning District; 7) an Ordinance to rezone approximately 232.3 acres from ±189.1 acres of Heavy Industrial Solid Waste Restricted (M-2S-SWR), ±13.9 acres of Heavy Industrial Solid Waste Restricted Review (M-2S-R-SWR), ±22.3 acres of Heavy Industrial (M-2 (County)), and ±7.0 acres of Industrial Reserve (IR (County)) to ±133.5 acres of Single Unit/Duplex (R-1A- SPD-PUD), ±43.1 acres of Residential Mixed-Use (RMX-SPD-PUD), ±13.1 acres of Shopping Center (SC-SPD-PUD), ±14.4 acres of Agriculture-Open Space (A-OS-SPD-PUD), and ±28.2 acres of Agriculture (A-SPD-PUD); 8) a Resolution approving the Aspen 1 Planned Unit Development (PUD) Guidelines and Schematic Plan; 9) a Resolution amending the Bikeway Master Plan; 10) a Resolution approving the Aspen 1 project entitlements including a Master Parcel Map, Tentative Subdivision map, and Site Plan and Design Review.

Contact: Antonio Ablog, Senior Planner, (916) 808-7702; Joy Patterson, Principal Planner, (916) 808-5607, Community Development Department

Presenter: Antonio Ablog, Senior Planner, (916) 808-7702, Community Development Department

Department: Community Development Dept

Division: Current Planning

Dept ID: 21001221

Attachments:
01-Description/Analysis
02-Background
03-Land Use Map
04-Response to Public Hearing Comments
05-CEQA Resolution
06-Exhibit A - CEQA Findings of Fact
07-Development Agreement Ordinance
08-Aspen 1 Development Agreement
09-Annexation Resolution
10- Exhibit A - Annexation Exhibit
11-Water Supply Assessment Resolution
12-Exhibit A - Water Supply Assessment
13-General Plan Amendment Resolution
14-Exhibit A - General Plan Amendment Map
15-Special Planning District Ordinance
16-Rezone Ordinance
17-Exhibit A - Rezone-Prezone Map
18-PUD Resolution
19-Exhibit A - PUD Schematic Plan
20-Exhibit B - Aspen 1 PUD Guidelines
21-Bikeway Master Plan Resolution
22-Exhibit A - Trails Plan
23-Project Resolution
24-Exhibit A - Master Parcel Map
25-Exhibit B - Tentative Map Sheet 1
26-Exhibit C - Tentative Map Sheet 2

City Attorney Review

Approved as to Form
Jeffrey Heeren
11/3/2015 2:48:48 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 10/20/2015 3:00:43 PM

Description/Analysis

Issue Detail: It is requested that the Aspen 1-New Brighton Planned Unit Development (PUD) along with the necessary entitlements to allow the future development of a 232.3 acre master planned community be adopted. The PUD is envisioned as a mix of residential, commercial, and agricultural development including up to 1,365 residential units ranging from single-family detached homes to high density multi-family housing. The commercial component of the project includes a mixed-use village center referred to as the "four corners," a traditional shopping center, and an urban farm of approximately 27-acres. Amenities such as parks, open space, landscaped medians, pedestrian/bicycle paths, a school site, and a community gathering center have been incorporated into the land use plan. The significant entitlements requested for approval include certification of the Aspen 1 environmental impact report (EIR), annexation of approximately 29-acres, a General Plan amendment, a Rezone/Prezone, adoption of the Aspen 1 Special Planning District (SPD), adoption of the Aspen 1-New Brighton PUD, master and tentative parcel maps, and a development agreement.

Policy Considerations:

Reorganization: A reorganization is being proposed which includes an Annexation to the City of Sacramento and detachment from the County Service Area, California American Water's Rosemont Service District, the Sacramento Metropolitan Fire District, and the Cordova Recreation and Park District (Attachment 5 Draft Annexation Resolution). The area to be annexed totals approximately 29-acres and is located at the east end of the project site along South Watt Avenue.

The City Council will ultimately initiate the annexation of the 29-acre area currently outside the city boundaries, but within its sphere of influence. The final decision on the annexation is subject to review and approval by the Sacramento Local Agency Formation Commission (LAFCo).

General Plan: The 2035 General Plan Update designates the subject site as Suburban Center (7.5 acres), Traditional Neighborhood Medium Density (195.3 acres), and Urban Reserve (29-acres in the County). The resulting designations remain the same; however, there will be 12.4 acres in the Suburban Center designation, and 219.9 acres in the Traditional Neighborhood Medium Density designation.

The proposed project is consistent with Traditional Neighborhood Medium Density and Shopping Center Designations. The Suburban Center Designation is meant for predominantly nonresidential, lower-intensity, single-use commercial development or horizontal and vertical mixed-use development including retail, service, office, and residential uses. Consistent with this designation, 12.4 acres at the southwest corner of Jackson Road and South Watt Avenue will be designated Commercial on the PUD Schematic plan and zoned Shopping Center (SC-SPD-PUD).

A majority of the site will be designated Traditional Neighborhood Medium Density, which allows for small-lot single-family dwellings, small-lot single-family attached dwellings, accessory second units, multi-family developments, limited neighborhood-serving commercial uses, and compatible public or special uses, such as community gardens and urban farms. The Traditional

Neighborhood Medium Density designation target density is between 8 and 36 dwelling units per net acre. The General Plan allows the applicable density range for mixed-density projects to be applied to the net developable area of the entire project site (LU 2.1.4). The proposed project is consistent with the General Plan in that the project includes residential units at a range of densities with a net density of approximately 13.5 units per net acre based on the projected 1,365 overall dwelling units (net density excludes public rights of way, medians, no-build easements, slopes, and the urban farm).

In addition to the project's consistency with the 2035 General Plan Update designations of Suburban Center and Traditional Neighborhood Medium Density, the proposed project is consistent with the following General Plan goals and policies.

Neighborhoods

LU 2.1.3 Complete and Well-Structured Neighborhoods. The City shall promote the design of complete and well-structured neighborhoods whose physical layout and land use mix promote walking to services, biking, and transit use; foster community pride; enhance neighborhood identity; ensure public safety; are family-friendly and address the needs of all ages and abilities.

LU 2.1.4 General Plan Density Regulations for Mixed-Density Development Projects. Where a developer proposes a multi-parcel development project with more than one residential density or Floor Area Ratio (FAR), the City shall, at the discretion of the Community Development Director, apply the applicable density or FAR range of the General Plan Land Use Designation to the net developable area of the entire project site rather than individual parcels within the site. Some parcels may be zoned for densities/intensities that exceed the maximum allowed density/intensity of the project site's Land Use Designation, provided that the net density of the project as a whole is within the allowed range.

LU 2.1.6 Neighborhood Centers. The City shall promote the development of strategically located (e.g., accessible to surrounding neighborhoods) mixed-use neighborhood centers that accommodate local-serving commercial, employment, and entertainment uses; provide diverse housing opportunities; are within walking distance of surrounding residents; and are efficiently served by transit.

LU 2.1.8 Neighborhood Enhancement. The City shall promote infill development, reuse, rehabilitation, and reuse efforts that contribute positively (e.g., architectural design) to existing neighborhoods and surrounding areas.

LU 4.1.1 Mixed-Use Neighborhoods. The City shall require neighborhood design that incorporates a compatible and complementary mix of residential and nonresidential (e.g., retail, parks, schools) uses that address the basic daily needs of residents and employees.

LU 4.1.2 Neighborhood Amenities. The City shall encourage appropriately scaled community-supportive facilities and services within all neighborhoods to enhance neighborhood identity and provide convenient access within walking and biking distance of city residents.

LU 2.8.1 Equitable Distribution of Uses and Amenities. The City shall strive to ensure that desirable uses and neighborhood amenities are distributed equitably throughout the city.

LU 4.1.8 Connections to Open Space. The City shall ensure that new and existing neighborhoods contain a diverse mix of parks and open spaces that are connected by trails, bikeways, and other open space networks and are within easy walking distance of residents.

LU 4.1.10 Family-Friendly Neighborhoods. The City shall promote the development of family-friendly neighborhoods throughout the city that provide housing that accommodates families of all sizes and provides safe and convenient access to schools, parks, and other family-oriented amenities and services.

LU 4.5.1 New Growth Neighborhoods. The City shall ensure that new residential growth areas include neighborhoods that maintain a mix of residential types and densities, and that the residential mix will provide appropriate transitional features that integrate the area with adjacent existing neighborhoods and development.

LU 4.5.2 Compact Neighborhoods. The City shall require developers to create new residential neighborhoods that are pedestrian and bicycle friendly, are accessible by transit, and make efficient use of land and infrastructure by being compact with higher average densities.

LU 4.5.4 New Neighborhood Core. The City shall encourage all parts of new neighborhoods to be within ½-mile of a central gathering place that is located on a collector or minor arterial and that includes public space, shopping areas, access to transit, and community-supportive facilities and services.

The Aspen 1-New Brighton project will create a new mixed-use, master planner neighborhood in an area once used for surface mining. The new community will contain a mix of single-unit detached and multi-unit housing. A commercial zone at the northeast corner of the site and a mixed use district are proposed to provide retail opportunities and commercial services to the new residents. Additionally 9.8 acres will be designated as a school site on the schematic plan to serve the new community.

Reuse, Innovation, and Design

LU 2.4.1 Unique Sense of Place. The City shall promote quality site, architectural and landscape design that incorporates those qualities and characteristics that make Sacramento

desirable and memorable including: walkable blocks, distinctive parks and open spaces, tree-lined streets, and varied architectural styles.

LU 2.4.2 Responsiveness to Context. The City shall require building design that respects and responds to the local context, including use of local materials where feasible, responsiveness to Sacramento's climate, and consideration of cultural and historic context of Sacramento's neighborhoods and centers.

LU 2.6.3 Revitalization Strategies. The City shall employ a range of strategies to promote revitalization of distressed, under-utilized, and/or transitioning areas, including:

-Targeted public investments.
-Development incentives.
-Public-private partnerships.
-Revised development regulations and entitlement procedures.
-Implementation of City-sponsored studies and master plans.

LU 2.7.2 Design Review. The City shall require design review that focuses on achieving appropriate form and function for new and reuse and reinvestment projects to promote creativity, innovation, and design quality.

LU 8.2.7 Locally-Grown and Organic Foods. The City shall allow urban farms and market gardens at a scale that is appropriate to Sacramento's neighborhoods, particularly in areas that lack access to fresh healthy foods, and have vacant or underutilized land.

ER 4.1.2 Local Food Production, Distribution, and Sale. The City shall promote urban agriculture with zoning provisions that support means for production, distribution, and sale of locally grown foods, such as market gardens, farmer's markets, community markets, and farm stands, particularly in areas that have vacant or underutilized land.

Through the implementation of the PUD Guidelines and Schematic Plan, the Aspen 1-New Brighton project will create a unique community with innovative features that speak to the community's desire for local, community grown produce. Also through its detailed design guidelines the Aspen 1 PUD calls for high quality design and forward thinking engineering with its extensive stormwater treatment system.

Commission/Committee Action: On July 16, 2015, the requested entitlements were heard by the Planning and Design Commission. The Planning and Design Commission voted unanimously to forward the project on to the City Council with a recommendation of approval. There was one member of the public who spoke in opposition to the project. Attachment 4 contains a summary of the speaker's concerns and responses to those concerns. With a vote of nine ayes, zero nays, and four absent, the Planning and Design Commission voted to forward the project to the City Council with a recommendation for approval.

Rationale for Recommendation: Through the implementation of the PUD Guidelines and Schematic Plan, the Aspen 1-New Brighton project will create a unique residential community with innovative features such as local, community grown produce. The Urban Farm recalls the agricultural history of the site and the region as a whole. It is in line with the current trend towards more locally grown food products and the expansion of community and urban gardening. While addressing the unique history of the site, the project also looks towards the future by providing detailed design guidelines the implementation of carefully engineered Low Impact Development (LID) facilities that will reduce the impact of stormwater quality. Overall, the Aspen 1-New Brighton project will establish a new community offering a unique mix of uses and will provide a variety of new housing types by reclaiming a former mining site. Staff recommends that the project be forwarded to the City Council with a recommendation for approval.

Financial Considerations: There are no direct considerations with this report. However, the City and County will need to adopt a Property Tax Exchange Agreement. The Agreement (currently under negotiation and to be presented to the Council at a later date for approval) will address the property and sales tax split between the City and County. While LAFCo is not a party to the property tax negotiations, the City and County must present resolutions adopted by each entity agreeing to accept the exchange of property tax revenues before LAFCo will conduct public hearings on the annexation proposal.

There are two parks that are proposed to be dedicated and developed as City parks, a 14.8 acre site, a 1.8 acre site. Additionally, there is approximately 22 acres of additional open space, landscaping, and trails. The parks and open space will be maintained either through the formation of a new maintenance district, or annexation to an existing district. The project includes a 26.7 acre urban farm that will be privately maintained.

Local Business Enterprise (LBE): Not applicable.

Background Information

Summary: The City Council is requested to adopt the Aspen 1-New Brighton Planned Unit Development (PUD) along with the necessary entitlements to allow the future development of a 232.3-acre master planned community. The PUD is envisioned as a mix of residential, commercial, and agricultural development including up to 1,365 residential units ranging from single-family detached homes to high density multi-family housing. The commercial component of the project includes a mixed-use village center referred to as the “four corners”, a traditional shopping center, and an urban farm of approximately 27 acres. Amenities such as parks, open space, landscaped medians, pedestrian/bicycle paths, a school site, and a community gathering center have been incorporated into the land use plan. The significant entitlements requested for approval include certification of the Aspen 1 EIR, Annexation of approximately 29 acres, a General Plan amendment, a Rezone/Prezone, Adoption of the Aspen 1 Special Planning District (SPD), adoption of the Aspen 1-New Brighton PUD, Master and Tentative Parcel Maps, and a Development Agreement.

While there are a number of entitlements requested with this project, all future development within the PUD would still be subject to additional review including, but not limited to Site Plan and Design Review, or the issuance of Conditional Use Permits (CUPs) if necessary.

Table 1: Project Information	
General Plan designation:	***Existing*** Suburban Center (7.5 Acres) Trad. Neighborhood Med Density (195.3 Acres) Urban Reserve (County) (29 Acres) ***Proposed*** Suburban Center (12.4 Acres) Trad. Neighborhood Med Density (219.9 Acres)
Zoning	***Existing*** M-2S-SWR (189.1 Acres) M-2S-R-SWR (13.9 Acres) M-2 (County) (22.3 Acres) IR (County) (7.0 Acres) ***Proposed*** R-1A-SPD-PUD (133.5 Acres) RMX-SPD-PUD (43.1 Acres) SC-SPD-PUD (13.1 Acres) A-OS-SPD-PUD (14.4 Acres) A-SPD (28.2 Acres)
Existing use of site:	Industrial, Mining associated activities
Property area:	232.3± gross acres

Figure 1: PUD Schematic Plan

Background: The subject site is located at the southwest quadrant of Jackson Road and South Watt Avenue. A majority of the site is located within the City of Sacramento boundaries; however, 29 acres of the site located adjacent to South Watt Avenue are not within the City boundaries and must be annexed.

The Aspen 1-New Brighton Project is located within an area historically referred to as the Brighton Township which is one of the original townships in Sacramento County. In its earliest days the Brighton Township existed as an agricultural community hosting large scale farming operations that served the Sacramento region. As the need for large-scale farm uses close to the urban core began to fade and the need for building materials increased, the Brighton area transitioned from farming to mining. The mining activity provided gravel, sand, and other materials for increased construction demands in the years leading up to and following World War II.

The Teichert Land Company continues its surface and aggregate mining operations to the east; however, the Aspen 1 subject site is no longer actively being mined. Mining associated uses continue on the site in the form of drying beds and a material conveyor that transports material to the Teichert Aggregates facility directly north of the Aspen 1 site. The site's topography is directly related to its mining history. With the exception of the proposed commercial site at the southwest corner of Jackson Road and South Watt Avenue, much of the northern half of the site sits 20-30 feet below the adjacent roadway elevation. The surrounding land slopes down such that the grade difference is much less at the south end of the site.

In addition to the Teichert Aggregates plant to the north, the subject site is surrounded by undeveloped properties and industrial uses. To the east of the site is the Florin Perkins Landfill which is being phased out as a landfill with its main operation being a construction and demolition debris recycling operation. To the east is vacant property in the County of Sacramento that was also formerly mined for aggregate materials. To the south of the site is the L and D Landfill that is active use as a landfill and materials recovery facility for construction and demolition debris. Crossing the southwest corner of the site in a northwesterly direction are SMUD overhead power lines with two lattice support towers.

Environmental Considerations: In accordance with California Environmental Quality Act (CEQA) *Guidelines*, Section 15081, the City, as Lead Agency, determined that an EIR should be prepared for the Aspen 1- New Brighton (P09-038) project. An EIR is an informational document that must be considered by the Lead Agency prior to project approval. CEQA *Guidelines* Section 15132 specifies that the Final EIR shall consist of: the Draft EIR or a revision of the draft; comments and recommendations received on the DEIR either verbatim or in summary; a list of persons, organizations, and public agencies commenting on the Draft EIR; responses of the Lead Agency to significant environmental points raised in the review and consultation process; and additional information provided by the Lead Agency.

The Draft EIR identified impacts to: Urban Design and Visual Resources; Air Quality (including climate change and greenhouse gas emissions); Biological Resources; Cultural Resources; Geology, Soils and Mineral Resources; Hazards and Hazardous Materials; Noise; Parks and Recreation; Public Services; Transportation and Circulation; and Utilities and Service Systems. In addition, the EIR addressed impacts related to Reorganization (Annexation and Related Detachments) consistent with Sacramento LAFCo Policy, Standards and Procedures Manual for annexation. Mitigation is included in the EIR to reduce impacts to less-than-significant levels to the extent feasible. The EIR concludes that the project would have a significant and unavoidable impact for Air Quality, Noise, and Transportation and Circulation. A Mitigation Monitoring Plan (MMP) that lists all of the mitigation measures and required implementing actions will be prepared and will be attached to the CEQA Findings that will be presented to the City Council.

The Draft EIR was prepared and released for a forty-five (45) day public review period, beginning on July 18, 2012 and ending on August 31, 2012, with an extension of time until September 14, 2012. Thirteen comment letters were received on the Draft EIR. The comment letters and responses to comments are included in the Final EIR. The Final EIR responds to all comments received on the Draft EIR and revises text and/or analyses where warranted. Pursuant to the requirements of CEQA, copies of the responses to comments have been sent to all agencies who commented on the Draft EIR. Copies of 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

Development Agreement: The proposed Development Agreement is a contract that grants a vested right to develop the Aspen 1 project in accordance with the proposed land use plan, as analyzed in the Aspen 1 EIR. The term "vested right" means that the PUD and zoning districts cannot be amended in the future and applied in a manner that would prevent the current or future developers from completing the development plan. The Development Agreement also freezes City zoning regulations and planning policies in effect at the time the agreement is approved so that new regulations would not apply to the development. There are certain exceptions, such as preventing risks to the public health and safety, and compliance with CEQA and other environmental regulations. The term of the Agreement is limited to an Initial Term of 20 years with the option for two – five year extensions, for a total of 30 years.

The provisions of the Aspen 1 DA that are more specific to this particular development can be found in Exhibit J "Special Conditions" which addresses the vested right to continue existing industrial uses upon rezoning the property, the fair share contribution to regional transportation facilities, and evidence of achieving urban levels of flood protection.

Mixed Income Housing: On September 1, 2015, the City Council adopted a new Mixed-Income Housing Ordinance allowing the project proponent to pay an impact fee

of $2.58 per square foot of new development. The applicant is proposing to provide 10% of the on-site units as affordable housing, which would exempt the project from the impact fee requirement. The provision for the 10% affordable housing on-site is included in the Development Agreement.

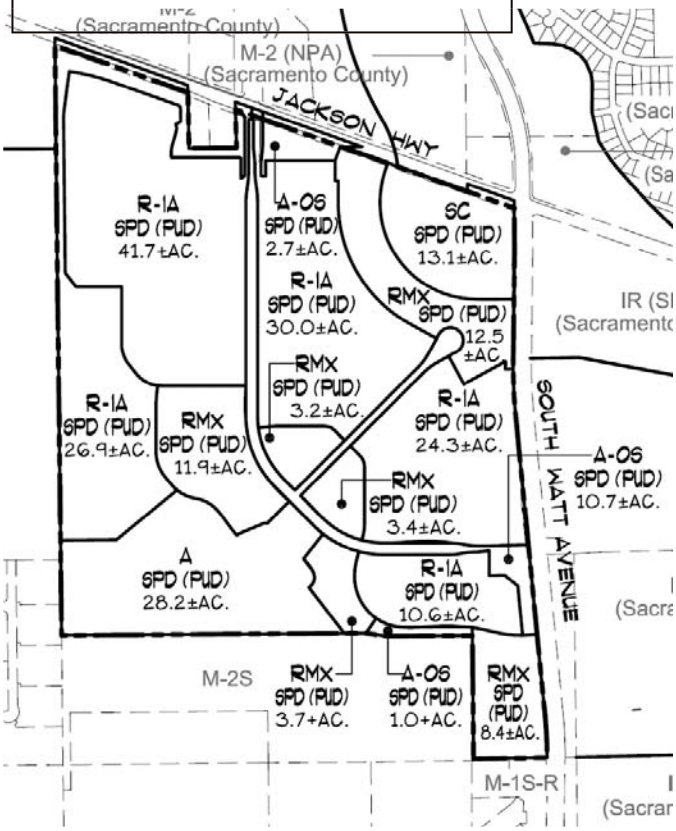
Zoning - Rezone/Prezone and Special Planning District

Table 2: Zoning	Existing	Proposed
Heavy Industrial (M-2S-SWR)	189.1	0
Heavy Industrial Review (M-2S-R-SWR)	13.9	0
Heavy Industrial (County)(M-2)	22.3	0
Industrial Reserve (County)	7.0	0
Single Unit or Duplex (R-1A-SPD-PUD)		133.5
Residential Mixed-Use (RMX-SPD-PUD)		43.1
Shopping Center (SC-SPD-PUD)		13.1
Agriculture-Open Space (A-OS-SPD-PUD)		14.4
Agriculture (A-SPD)		28.2
Total	232.3	232.3

*All new Zoning Designations will be subject to the Aspen 1-New Brighton PUD and SPD

Rezone: The subject site is currently zoned for industrial uses and is subject to the Solid Waste Restricted (SWR) overlay zone (Chapter 17.336). The project request includes a rezone to redesignate the subject site as provided in the Table 2 and Figure 2. The request also includes a prezone to provide zoning designations to the 29 acres that is to be annexed into the City boundaries. As the project includes a new Special Planning District and a new Planned Unit Development the SPD and PUD designations will appear with the new zoning Designations. Since the development of new solid waste facilities are not allowed in any of the proposed zoning designations, the SWR overlay will no longer apply to the subject property.

Figure 2: Rezone/Prezone Map



The proposed zoning designations include the Single-Unit or Duplex Dwelling (R-1A) Zone, the Residential Mixed Use (RMX) Zone, the Shopping Center (SC) Zone, the

Agriculture-Open Space (A-OS) Zone, and the Agriculture (A) Zone. A majority of the site will be zoned R-1A which is intended for a variety of housing types including attached and detached single-family dwellings. The higher density residential areas will be zoned RMX which can accommodate 100% residential development, mixed-use development, or 100% commercial development with the issuance of a CUP. The proposed mixed-use village center at the four corners area will receive the RMX zoning designation.

Unusual for new development, portions of the site will be zoned Agriculture and Agriculture-Open Space. The southwest corner of the site will be zoned Agriculture to accommodate the proposed urban farm. The Agriculture-Open Space zone will be provided at several locations for planned medians, small open spaces, and sloped areas that may be landscaped with edible landscaping such as fruit and nut trees.

Special Planning District: On October 27, 2011, the Planning and Design Commission initiated the formation of the Aspen 1 Special Planning District. The new SPD's purpose is to assist in the transition of the property from the current industrial uses to the residential, commercial, and agricultural uses envisioned by the PUD. Additionally the SPD includes provisions which will expand the allowed range of uses in the A and A-OS zones.

Once action is taken on the requested rezone, the existing industrial/mining uses would typically cease to be allowed uses and would be considered legal nonconforming uses. The SPD allows the continuation of the following existing uses and exempts them from Chapter 17.232 of the Planning and Development Code and its provisions related to the modifications to nonconforming uses.

Surface mining and reclamation
Aggregate pre-wash facility
Conveyor line and related facilities
Soil drying beds and ponds
Water ponds and related facilities
Agricultural fields.

These uses would still be subject to the provisions in the Mitigation Monitoring Plan and the PUD guidelines as they relate to the transition from industrial uses to residential and commercial uses. Specifically mitigation measures are in place that would address potential dust and noise impacts from the existing industrial/mining operations.

To support the proposed urban farm and community garden the SPD will also allow in the Agriculture Zone, by right, 50 dwelling units and an assembly use (the "barn" building intended for community events and gatherings). The SPD will also allow limited non-residential uses in the Agricultural Zone such as retail, commercial services, and restaurants and will allow produce stands less than 120 square feet by right in the Agriculture-Open Space zone.

Master Parcel Map/Tentative Subdivision Maps:

Master Parcel Map: A master parcel map subdivides large tracts of land into smaller parcels for the purpose of later selling or otherwise transferring the parcels for further subdivision. The purpose and intent of the master parcel map process is to allow subdivision of land to correspond to general plan land use designations and the development of infrastructure elements without allowing the creation of individual residential lots. For non-residential property, while the master parcel map process may create parcels which may or may not be subdivided further, no building may be occur on a master parcel unless and until all required discretionary entitlements, such as a Conditional Use Permit or Site Plan and Design Review, have been approved. The Aspen 1 Master Parcel Map will create 24 master parcels ranging in size from one acre open space master parcels to parcels over 20 acres in size that will accommodate further subdivision for the development of single-family dwellings.

Tentative Subdivision Map: The Aspen 1 Tentative Subdivision Map subdivides the 232.3 acre subject site into 535 lots with 482 lots for the development of single family dwellings. The Tentative Subdivision Map also delineates the location of the proposed streets, along with the street sections as reviewed and recommended for approval by City Staff.

The Aspen 1 Tentative Map is largely based on a modified grid pattern with design elements that address some unique site features including the location and direction of the overhead power transmission lines running over the southwest portion of the site, and the unique grade changes on the site that are a result of previous surface mining operations.

Though large in size, the Aspen 1 Tentative Map is typical in scope with no required Subdivision Modifications. The major feature that distinguishes the project's Tentative Map from others is its incorporation of facilities intended to address stormwater runoff.

Table 3: Lots	Number of Lots	Acres
Single Unit Residential	482	86
Commercial Lot	1	12.4
High Density Residenital	4	19.3
Residential Mixed Use	5	17
School Site	1	9.8
Alley Lots	15	2.2
Private Drive	1	0.2
Park Lots	2	16.6
Open Space Lots	9	17.9
Median Lots	12	8.6
Urban Farm Lots	3	26.7
Major Roadways		15.6
	535	232.3

LID Features

Low Impact Development (LID) is a term used to describe an engineering and land use design approach to manage stormwater runoff and protect water quality. The Aspen 1 subdivision design presents unique and innovative solutions to addressing the infiltration/reduction, filtering, storing, and detention of stormwater runoff. The key features of the Aspen 1's LID system are enlarged planter strips, open space and recreation areas, streetside LID swales, large median LID swales, and cross gutters.

Figure 3: LID Section

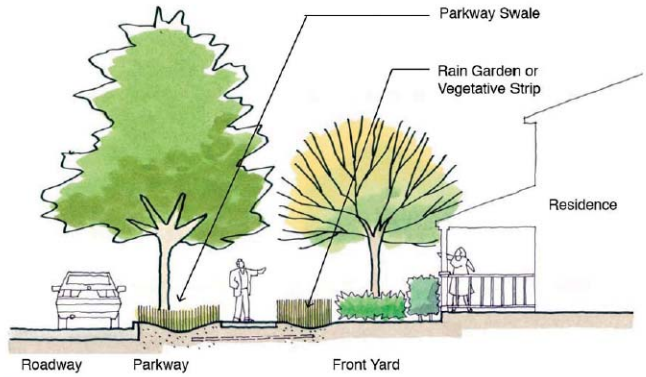
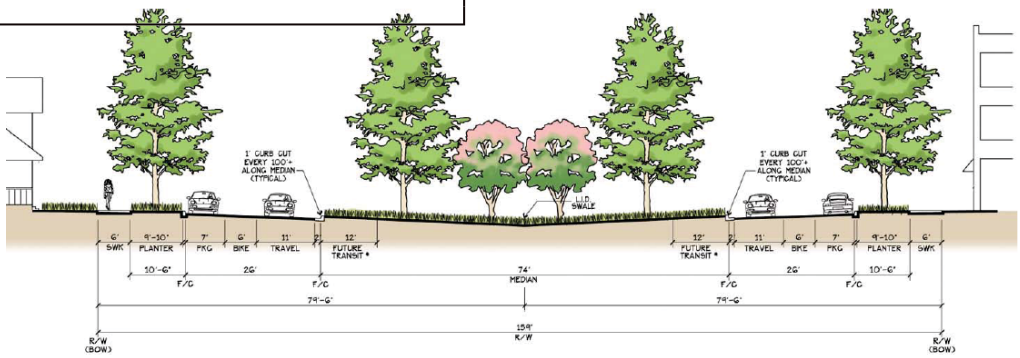


Figure 4-7: Conceptual Examples of LID Features

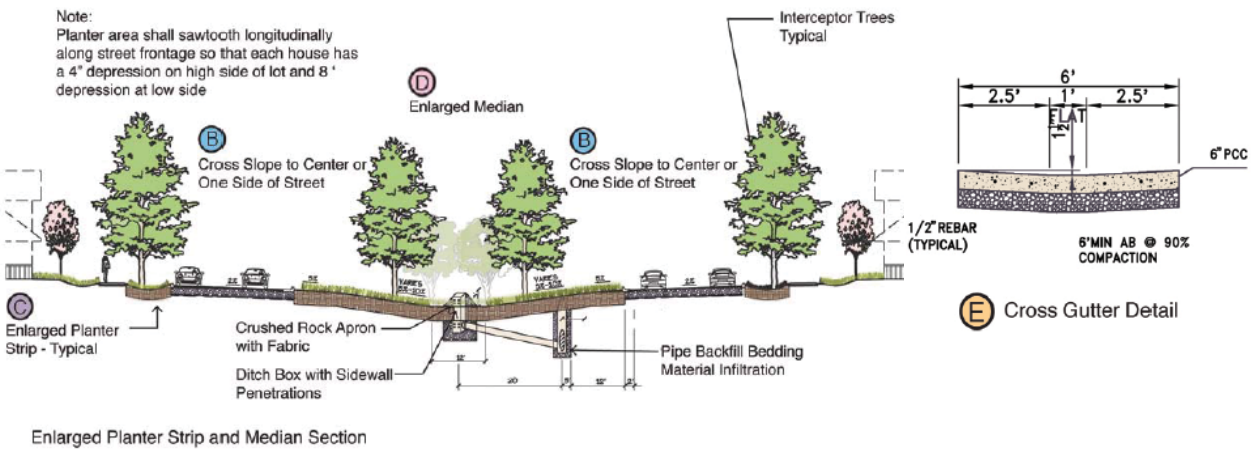
Enlarged planter strips and open space and recreation areas will provide pervious landscaping the will increase opportunities for stormwater infiltration and reduce runoff. LID swales will be located throughout the community both in both street side swales and larger swales that will be located in the 74-foot median at Rock Creek Parkway and the 50-foot median at Aspen Promenade. To convey runoff from the smaller streetside swales to the larger median swales, a system of cross gutters has been devised to convey stormwater at street level in order to maximize the capacity of the proposed swales.

Figure 4: LID Medians



Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.

Design Section



PUD Guidelines and Schematic Plan:

Table 4: PUD Uses	Units	Sq. Footage	Gross Acres	Net Acres	Density
Low Density Residential	482		86	59.1	8.2
High Density Residential	378		19.3	15.1	25.0
Mixed Use	405	59,000	17.0	13.5	30.0
Commercial	50*	130,000	12.4	10.8	
Urban Farm	50*	33,000	26.7	23.8	
Elementary School			9.8	8.8	
Parks			16.6	14.5	
Open Space			28.8	28.5	
Circulation			15.6		
Total	**1,365**	**222,000**	**232.2**		

* Residential Units

The applicant is requesting to establish the Aspen 1 PUD Schematic Plan and PUD Guidelines to accommodate the proposed development. The PUD Schematic Plan will establish general intensities and types of land uses for each area within the PUD. The proposed Schematic Plan provides allowable land uses and intensities that future projects can be evaluated through the Planning Director plan review process assuming consistency with the Schematic Plan, PUD Development Guidelines, and the procedural requirements of the Sacramento Zoning Code.

The PUD Schematic Plan as provided in Figure 1 provides for the distribution of the proposed land uses throughout the site. Table 4 depicts the acreages of the various PUD land use categories and also depicts the allocation of residential units and commercial square footage to those land use categories.

Single-Unit Residential:

Table 5: Single Unit Lots	Standard R-1A Lot	The Thirties	The Forties	The Forty-Fives	Fifties and Larger
Lot Size					
Lot Width	20	30	40	45	50+
Lot Depth	80	90	90	90	100
Setbacks					
Front	20	12.5	12.5	12.5	12.5
Side*	0	5	5	5	
Street side	12.5	12.5	12.5	12.5	12.5
rear	5	15	15	15	20
Garage Setback					
Side		3	3	3	3
Rear		3	3	3	3
From Main Bldg.		10	10	10	10

*Attached residential units are allowed on 30, 40, and 45-foot lots. The 5' minimum setback applied for detached units.

As noted in Table 5 above, the Aspen 1 PUD provides development standards for each of the four single-unit lot types based on lot widths. These include the thirties, the forties, the forty-fives, and fifties and larger.

The thirties and forties represent the smallest single unit lots and are designed to accommodate either attached townhouse style homes or detached single-unit dwellings. With their narrow widths, the typical 30 or 40-foot lot will be accessed from the rear via a private alley. These narrower lots will generally be located along Rock Creek Parkway with a few located on and near Aspen Promenade

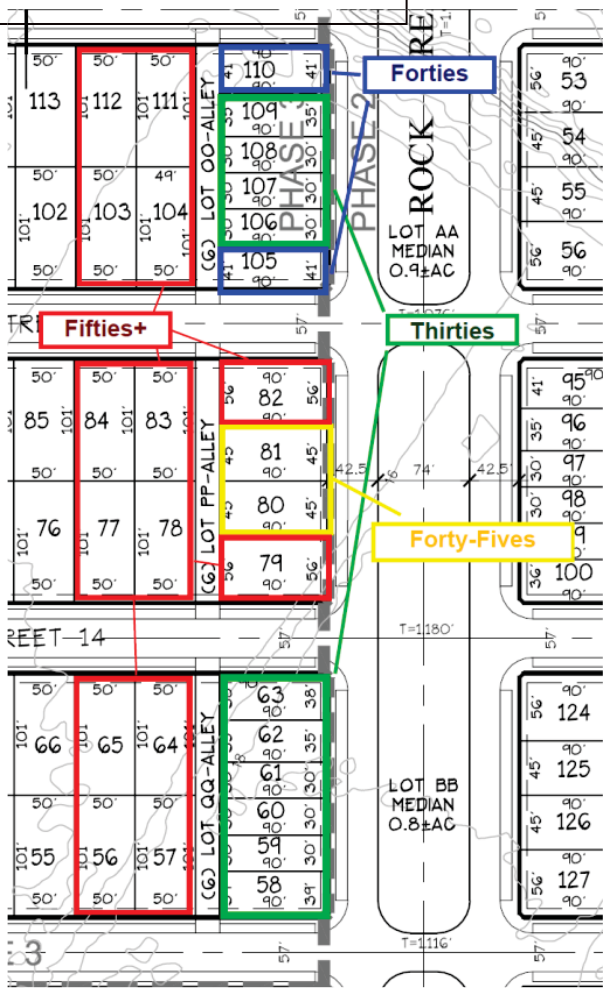
The forty fives represent the next group of lots. In addition to the alley access similar to the thirties and forties, the forty fives also allow for garage access from the public street.

The fifties and larger lots make up 336 of the 482 single-unit lot and are similar to the City's standard 52x100 single-unit lot. Lots in this category range from approximately 50x100 to 60x100.

Single-Unit Design Guidelines

In addition to the site development requirements, The PUD Guideline provide detailed architectural guidelines that staff will utilize in reviewing subsequent Site Plan and Design Review requests for the development of single-unit dwellings. The architectural guidelines are thorough, including illustrations and photos of the various architectural styles and recommended building elements envisioned for the new community. These styles are inspired by Sacramento's existing established neighborhoods and including American Farmhouse, Craftsman, English/French Cottage, Colonial Revival, Italian Renaissance, Monterey, and Prairie styles.

Figure 5: Single Unit Lots



Multi-Unit Residential: The PUD Schematic Plan designates four sites for the development of higher density, multi-unit residential development. The original schematic plan concentrated the higher density housing at the south end of the project site. In response to staff's recommendations, the schematic plan has been revised to distribute the high density residential development to the following areas:

- The "four corners" village center at the intersection of Rock Creek Parkway and Aspen Promenade. Three of the four quadrants of the four corners area are designated for high density, residential mixed-use development. These units will be located at the village center which is envisioned to provide a combination of mixed uses, neighborhood oriented commercial uses, recreational opportunities, and the urban farm. A total of 13.6 acres will be able to be developed with up to 315 residential units.

- The PUD schematic plan locates 10.9 acres of high density residential as a buffer surrounding the community commercial district. This high density area will accommodate up to 190 dwelling units.

- At the southeast corner of the project site adjacent to South Watt Avenue, 8.4 acres has been designated for up to 188 high density dwelling units.

Commercial/Mixed-Use: The PUD will allow for commercial development in two key areas, The Community Commercial District, and the Four Corners Village Center. The Community Commercial District will be located at the southwest corner of South Watt Avenue and Jackson Road and will be located on two existing heavily travelled corridors. This district is envisioned to provide the typical uses associated with neighborhood and community serving commercial uses including retail, restaurants, office, and commercial service uses. The Four Corners Village Center is proposed to provide a mix of uses the will cater to the specific needs of the Aspen 1 Community and complement the Urban Farm by provided opportunities for education, retail, and service related to the commercial farm and community gardens.

The PUD provides development and design guidelines for the proposed commercial uses. The development guidelines, for the most part, are consistent with the development standards found in the Shopping Center and Residential Mixed Use sections of the Planning and Development Code. The PUD development guidelines do provide more detailed requirements related to setbacks from internal driveways and between buildings. Similar to the PUD's residential architectural guidelines.

Urban Farm:

Figure 6: Urban Farm Concept

The ±27 acre Urban Farm is located at the southwest corner of the PUD and will provided a central location for the community and surrounding neighborhoods to obtain fresh produce and assorted agricultural goods. The Urban Farm speaks to the agricultural history of the site and the region as a whole. It also speaks to the current desire for more locally grown food products and the expansion of community and urban gardening. The Urban Farm is also located to act as a buffer to some of the adjacent parcel which are developed with industrial uses such as landfills and recycling facilities.

The PUD Guidelines will work in concert with the SPD to allow the Urban Farm and the associated Community Garden to become the centerpiece of the community. The

farming activities themselves are anticipated to be operated on a for-profit basis with the educational and other beneficial components operated by a non-profit entity. To promote the Urban Farm as the community's centerpiece, a community barn is envisioned as a place to hold community events such as harvest festivals, outdoor movies, and farmers markets.

The PUD Guidelines provide development standards for the Urban Farm to address its proximity to residential uses. These standards:

- Encourage sustainable farm practices minimizing the uses of pesticides and herbicides;
- Encourage the re-use of stormwater and treated wastewater;
- Limit the hours of operation of farm equipment;
- Require buffers of 200 feet between animal pens and residential uses; and
- Require buffers of 50 feet from crops to residential uses.

Parks/Open Space: The Aspen 1 project will include approximately 45.4 acres of parks and open space distributed throughout the site included are:

- A 13.4 acre community park at the southwest corner of the site adjacent to the Urban Farm. The community park is intended to serve the Aspen 1 Community as well as residential areas within a two to three mile radius. When developed, the park may be programmed with group picnic areas, a community garden, sports fields, a nature area and others recreational uses.

- A 1.1 acre neighborhood park in the northern portion of the PUD within the single-family detached area. This small park is intended to serve as a local gathering area for residents of the Aspen 1 community. Park uses could include a tot lot, sports courts, or picnic areas.

- Widened medians at Rock Creek Parkway and Aspen Promenade. The widened medians are designed to emulate the design of some of Sacramento's historic park neighborhoods. The landscaped medians will serve multiple purposes as they will be utilized as LID features, will provide for shaded seating and landscaped areas, and will contribute to the unique character of the community.

- "Teardrop" parks at the northern and southern ends of Aspen Promenade totaling approximately 1.7 acres. These parks are intended to be focal points at either end of Aspen Promenade and will may provide both formal and informal gathering opportunities.

- Open space areas adjacent to Jackson Road and South Watt Avenue will be provided were the existing topography will limit future development. These areas are proposed to be landscaped in a manner consistent with the agricultural theme of the Aspen 1 community. Landscaping could be provided by means of orchards and agricultural plantings.

Circulation: While the Master and Tentative Parcel Maps are the technical documents that will dictate the placement and design of the proposed roadways, the PUD describes the design principles behind the subdivision layout. Any modifications to the maps should adhere to the guidelines which include:

- Providing abundant opportunities for walking and bicycling through the provision of short block lengths, sidewalks, off-street trails, and non-vehicular cut-throughs to the community park and shopping center.
- Providing Rock Creek Parkway as a multi-modal collector street serving private vehicles, transit, bicycles, and pedestrians.
- Providing pedestrian friendly streetscapes with canopied walkways.
- Adoption of street design standards that facilitate LID and stormwater runoff reduction.

Figure 7: Trails Plan

Pedestrian/Bicycle Circulation: The subdivision and street layouts provide pedestrian friendly street sections throughout the project area. In most cases the pedestrian sidewalk will be separated from the road by at least a 7'-10" landscaped planter.

On-street bike lanes are proposed to provide bicycle circulation within per the PUD's Trials plan. On-street, class II striped bike lanes will be provided on Rock Creek Parkway that will connect to existing striped bike lanes on Jackson Road and South Watt Avenue. On street, striped bike lanes will also be provided at Aspen Promenade, an east-west residential collector road at the north side of the community and at the semi-circle roadway surrounding the community shopping center.

An off street, Class 1 multi-use path is proposed to cross the southwest corner of the site to the south of the power lines and will continue east past the school site to South Watt Avenue. The off-street path will not only provide for recreational activities, it will allow for an alternative, off-street path to the elementary school.

Along with the on-an off street trails, two bicycle/pedestrian cut throughs will be provided. One will provide access to the community shopping center at the northeast corner of the site and the other will provide access to the community park at the west end of the site. The Aspen 1 trails plan will be augment the City's current bikeway master plan with a Bikeway Master Plan Amendment.

Public Facilities/School: The Aspen 1 project will provide an 8.8 acres site at the south end of Rock Creek Parkway that will be reserved for the development of an elementary school. Though the site is reserved for such development, should the Elk Grove Unified School District chose not to construct the school, the use of the site will revert to the underlying R-1A-SPD-PUD zone.

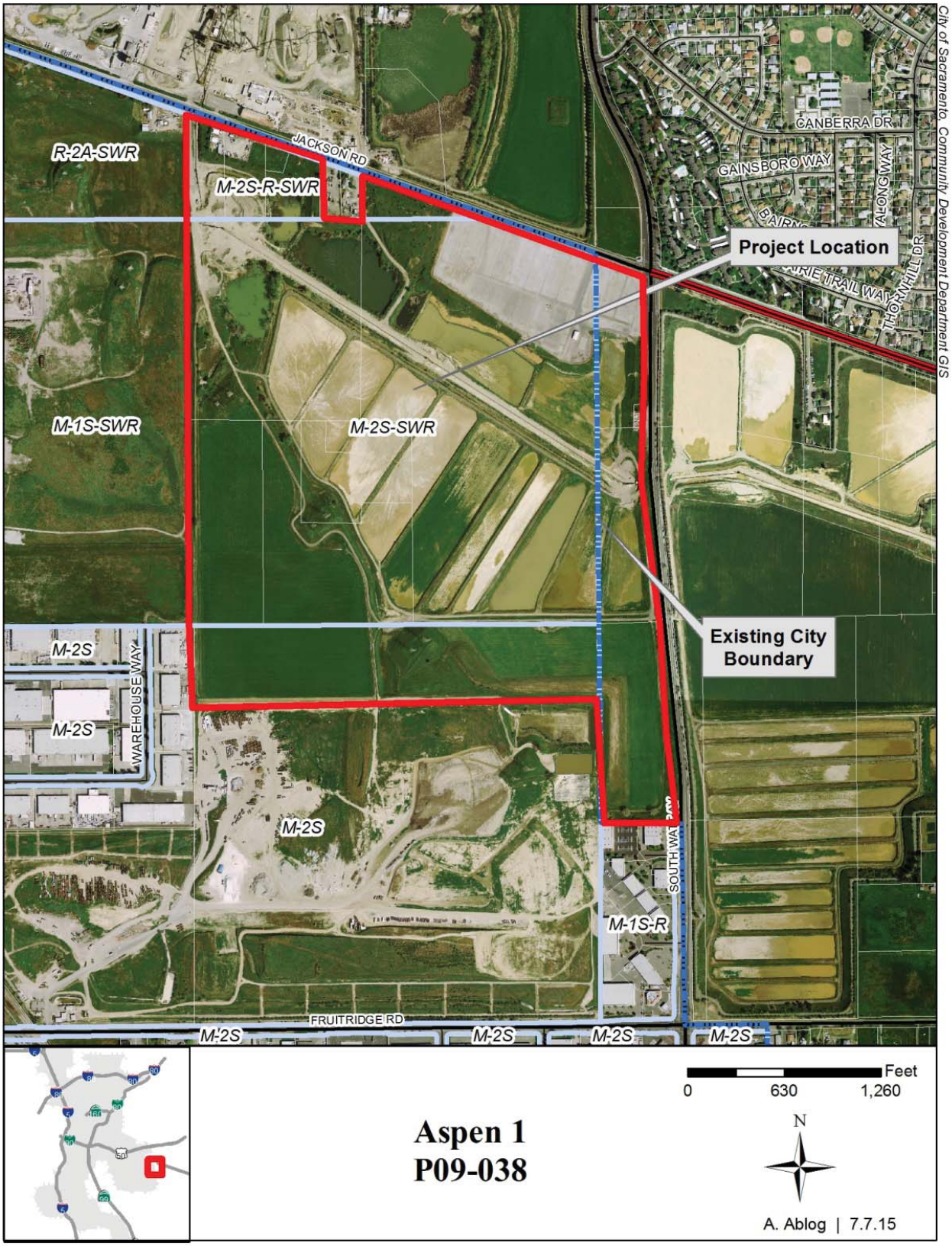
Landscape Design: The Landscape Design section of the PUD is intended to provide guidelines and development standards that promote a dynamic appearance and continuity within the PUD. To that effect the PUD encourages the following:

- Landscaping should emphasize the uses of drought-tolerant, native and climate adapted species.
- Turf should be limited to parks, school, and other active-use areas.
- Landscaping should be selected for year-round interest and seasonal character.
- The requirement to street tree plantings along all public streets.
- Orchard trees and native or ornamental grasses should be the dominant landscape features at project entries.
- Enhance the community agriculture theme with edible landscaping.

This section also includes a plant list of recommended trees and shrubs for the Aspen 1 Development.

Site Plan Review: When processing a Tentative Map In the absence of a formal request for the review of site/building development plans, Site Plan review is required to ensure that the proposed lots can accommodate future development. With the Aspen 1 project, the Tentative Map works in concert with the PUD Guidelines and Schematic Plan to form a cohesive master-planned development project. Each of the proposed lots will have adequate access and will be able to accommodate planned development based on the development standards as provided in the PUD Guidelines. Specific development requests made after the map, or portions of the map, are made final will be subject to additional Site Plan and Design Review. Where applicable, Site Plan and Design Review within the Aspen 1 PUD will be conducted under the PUD guidelines rather than the citywide design principles. Should the PUD be silent on future development proposals, the Citywide commercial/residential design principles will be used.

Aspen 1 Land Use Map



TAYLOR & WILEY
A PROFESSIONAL CORPORATION
ATTORNEYS
2870 GATEWAY OAKS DR., SUITE 200
SACRAMENTO, CALIFORNIA 95833
TELEPHONE: (916) 929-5545
TELEFAX: (916) 929-0283

JOHN M. TAYLOR
JAMES B. WILEY
JESSE J. YANG
KATE A. WHEATLEY
MATTHEW S. KEASLING

OF COUNSEL
KATHLEEN R. MAKEL

August 25, 2015

Ms. Dana Mahaffey, Associate Planner
City of Sacramento Community Development Department
Environmental Planning Services
300 Richards Boulevard, 3rd Floor
Sacramento, CA 95811

RE: Aspen I – New Brighton (Project # P09-038/M09-032) – response to testimony of Mr. Pat Dunn at the City Planning and Design Commission meeting of July 16, 2015

Dear Ms. Mahaffey:

As you are aware, Taylor & Wiley, LLP represents Stonebridge Properties, LLC, the applicant for the Aspen I - New Brighton project ("Project"). At a public hearing held before the City of Sacramento's Planning and Design Commission ("Commission") on July 16, 2015, Pat Dunn of Dunn Environmental, Inc., provided testimony on behalf of the Cleavenger family regarding the Project's effects on and from the adjacent Florin-Perkins Landfill, which is located on the Cleavinger's property. The purpose of this letter is to respond to Mr. Dunn's comments.

(1) <u>The Project is not Located in an "Industrial Area"</u>

In his testimony, Mr. Dunn asserted that the Project was located in an "industrial area." However, as discussed in our presentation to the Commission, the project vicinity has been transitioning from industrial uses such as the Florin-Perkins Landfill to urban uses such as those proposed with the Project beginning in the late 1980s. This fact is reflected in the current City of Sacramento General Plan designations on the Aspen I site (Traditional Neighborhood—Medium Density and Suburban Center) and on the Florin-Perkins Landfill site (Traditional Neighborhood Medium Density and Employment Center Low Rise). Thus, it is important to note that, under the City's General Plan, the Aspen I site (as well as a portion of the Florin-Perkins Landfill site) is designated for the types of residential uses being proposed with the Project.

(2) <u>The NCE Study Concluded that Landfill Gas Impacts from the Florin-Perkins Landfill would be Less Than Significant; Therefore, There is No Environmental Nexus Necessitating a 1,000 Foot Setback.</u>

In his testimony, Mr. Dunn alleged that the City's EIR did not adequately analyze landfill gas (LFG) impacts. Specifically, Mr. Dunn stated that the City's EIR does not properly address

the County's request that residences be located a minimum of 1,000 feet from the Landfill and requested that the Commission reconsider imposing such a setback on the Project.

Mr. Dunn's reference to a 1,000-foot setback relates to a comment letter on the Draft EIR for the Project, dated August 31, 2012, from the Sacramento County Environmental Management Department (SCEMD), which acts as the Local Enforcement Agency (LEA) for the California Department of Resources, Recycling, and Recovery (CalRecycle) for Sacramento County. In response to SCEMD's comment, the City requested additional study regarding landfill gas. A Landfill Gas Evaluation of both Florin Perkins and L and D Landfills was performed by Nichols Consulting Engineers, Chtd. (NCE). This analysis was incorporated into the Final EIR for the Project. NCE concluded that the Florin-Perkins Landfill has a low potential for the generation and migration of LFG. As noted by NCE:

> The findings associated with the F-P Landfill suggest that the landfill appears to represent a low potential with respect to the generation and migration of LFG. This low risk is supported by the lack of methane detected in perimeter LFG probes above the regulatory limit of 5 percent methane by volume. This regulatory limit is imposed specifically to mitigate the risk to adjacent properties and buildings from landfills.
>
> The lack of detections above the regulatory limit is consistent with the findings for this evaluation that identified:
>
> - The type of waste is not conducive to the production of large quantities of LFG.
> - The potential for LFG production is likely at or near its peak.
> - The relatively dry nature of the waste.
> - The ability of the LFG to vent upwardly versus horizontally.
> - The limited lateral migration of LFG as measured by the existing perimeter probes.
> - The expected passive venting system to be installed within all three units to further enhance venting reducing the potential for horizontal migration of LFG.
> - Current and future regulatory controls associated with closure and corrective actions at the landfill.
>
> The lack of detections of methane above the 5 percent by volume suggests there is also a low risk with respect to the potential for LFG to migrate laterally and accumulate to the extent it poses a risk to the proposed land uses at Aspen 1 based on the following:
>
> - The South Unit is located adjacent to the proposed park and more than 600 feet from the planned residential mixed use and low density residential land uses.

- The East Unit, which is located on the western boundary of Aspen 1 has shown little potential for LFG generation and the horizontal migration of LFG. Along the southern portion of the East Unit, this low risk is further highlighted because the proposed land use is park and open space, providing further separation between the landfill and future land uses on Aspen 1.

- As noted previously, the RWQCB adopted the recent order (RWQCB 2013) that imposes specific requirements including the requirements of Title 27. These regulations require that owner/operators while operating the facility, as well as during the closure and post-closure maintenance period, maintain and monitor the landfill, including LFG. The duration of the post-closure maintenance is 30 years during which, it is presumed that the LFG generating potential of the landfill will continue to decline. However, during this period, monitoring of perimeter LFG probes is required, and if methane is detected above the 5 percent by volume trigger level, corrective actions must be taken and are the responsibility of the owner of the F-P landfill. If closure and post-closure criteria are implemented properly the 5 percent trigger level should not be exceeded in perimeter probes and the risk associated with methane should continue to be low.

(NCE Report, p. 26.) Thus, the NCE Report concluded that, because of the low risk of LFG migration from the Florin-Perkins Landfill to the Project site, no measures are required to address LFG from the Florin-Perkins Landfill. Based on this analysis, the EIR concluded that landfill gas impacts associated with the Florin-Perkins Landfill were not significant. Therefore, the EIR concluded that the 1,000-foot setback suggested by Dunn was not warranted for the Project.

(3) <u>The Project Would Not Result in the Imposition of Additional Regulatory Requirements on the Florin-Perkins Landfill.</u>

Mr. Dunn claims that the Aspen I project has resulted in "additional restrictions," "mitigation," and "financial responsibilities" being placed on Cleavenger family with respect to the Florin-Perkins Landfill. Specifically, Mr. Dunn claims that the Florin-Perkins Landfill has been required to install an active LFG extraction system instead of the passive system that was being planned for the facility. However, the Aspen I project is not the reason why the Florin-Perkins Landfill is now required to install an active LFG extraction system. Rather, the Sacramento Metropolitan Air Quality Management District (SMAQMD) has already required—totally independent of the Aspen I project—that the operator install an active LFG extraction system. Thus, there is no connection between the Aspen I project and the imposition of this requirement on the Florin-Perkins Landfill.

(4) The EIR for the Project Addressed Potential Odor Impacts from the Florin-Perkins Landfill.

Mr. Dunn expressed concern about the impact of odor on future residents of the Aspen I project site. The EIR, however, analyzed impacts from potential odor sources in the vicinity of the Aspen I project site, including the Florin-Perkins Landfill, concluding that odors from the Florin-Perkins Landfill are unlikely to adversely affect Aspen I residents. As the EIR noted:

> Figure 5.1-2 shows that winds blow from the north and northwest towards the project site form the direction of the Teichert Perkins plant approximately 18 percent of the time. The figure also shows that the Florin-Perkins landfill does not appear to be upwind of the project site, because winds rarely blow from the west. Furthermore, the existing permit conditions for the Florin-Perkins landfill restrict the receipt of odor-causing materials at the Materials Recovery Facility.

(FEIR, p. 2-73.) Thus, the odor issue being raised by Mr. Dunn was, despite his contention, clearly raised and adequately addressed in the EIR.

We trust that this letter addresses the environmental issues raised in Mr. Dunn's comments. Please let us know if you have any questions or need additional information regarding this matter.

Sincerely,

Jesse Yang

cc: Antonio Ablog
Randy Sater
Mike Isle
John Taylor
Jim Wiley

RESOLUTION NO. _____

Adopted by the Sacramento City Council

CERTIFYING THE ENVIRONMENTAL IMPACT REPORT AND ADOPTING THE MITIGATION MONITORING PROGRAM FOR THE ASPEN I – NEW BRIGHTON PROJECT (P09-038/M09-032)

BACKGROUND

A. On July 16, 2015, the City Planning and Design Commission conducted a public hearing on, and forwarded to the City Council a recommendation to approve with conditions the Aspen I—New Brighton Project.

B. On November 24, 2015, the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.812.010 (A)(2)(b) publication, (b) posting, and (c) mail 300 feet and received and considered evidence concerning the Aspen I—New Brighton Project (Project).

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

Section 1. The City Council finds that the Environmental Impact Report for Aspen I—New Brighton Project (herein EIR), which consists of the Draft EIR and the Final EIR (Response to Comments) (collectively the "EIR") has been completed in accordance with the requirements of the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the Sacramento Local Environmental Procedures.

Section 2. The City Council certifies that the EIR was prepared, published, circulated and reviewed in accordance with the requirements of CEQA, the State CEQA Guidelines and the Sacramento Local Environmental Procedures, and constitutes an adequate, accurate, objective and complete Final Environmental Impact Report in full compliance with the requirements of CEQA, the State CEQA Guidelines and the Sacramento Local Environmental Procedures.

Section 3. The City Council certifies that the EIR has been presented to it, that the City Council has reviewed the EIR and has considered the information contained in the EIR prior to acting on the proposed Project, and that the EIR reflects the City Council's independent judgment and analysis.

Section 4. Pursuant to CEQA Guidelines Sections 15091 and 15093, and in support of its approval of the Project, the City Council adopts the attached Findings of Fact and

Statement of Overriding Considerations in support of approval of the Project as set forth in the attached Exhibit A of this Resolution.

Section 5. Pursuant to CEQA section 21081.6 and CEQA Guidelines section 15091, and in support of its approval of the Project, the City Council adopts the Mitigation Monitoring Program to require all reasonably feasible mitigation measures be implemented by means of Project conditions, agreements, or other measures, as set forth in the Mitigation Monitoring Program as set forth in Exhibit B of this Resolution.

Section 6. The City Council directs that, upon approval of the Project, the City Manager shall file a notice of determination with the County Clerk of Sacramento County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of CEQA section 21152.

Section 7. Pursuant to Guidelines section 15091(e), the documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in and may be obtained from, the Office of the City Clerk at 915 I Street, Sacramento, California. The City Clerk is the custodian of records for all matters before the City Council.

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Exhibit A - CEQA Findings of Fact and Statement of Overriding Considerations for the Aspen I—New Brighton Project.

Exhibit A

CEQA Findings of Fact and Statement of Overriding Considerations for the Aspen I—New Brighton Project

Description of the Project

The proposed project site encompasses approximately 232 acres and is located at the southwest corner of Jackson Highway and South Watt Avenue in the City of Sacramento. A small portion of the project site (approximately 34 gross acres) is located outside the city limits, within unincorporated Sacramento County. The proposed project site is part of what is commonly referred to as "Aspen 1," which is owned and operated by Teichert Land Company. The site is a former aggregate mining site that provided alluvial sand and gravel in the 1960s to the Teichert Perkins plant. Mining on the project site was completed in the late 1960s and since that time the property has been utilized primarily for wash ponds, drying beds, a conveyor belt system that transports raw aggregate reserves from other aggregate mining sites to the Teichert Perkins plant, and an electrical transmission line that transects the site in a northwesterly direction.

Uses surrounding the project site include the Teichert Perkins plant to the north (an active sand and gravel processing and sales facility), the Teichert Aspen 2 property to the east (a former mine site similar to the project site), the L and D Landfill (a Class III facility limited to non-putrescible commercial waste and recycling) as well as Fruitridge Road to the south , and the former Florin Perkins Landfill and Florin Perkins Road to the west. It should be noted that the Florin Perkins Material Recovery Facility (MRF) / Large Volume Transfer Station (LVTS) currently exists at the former Florin Perkins Landfill site to the west.

Components of the proposed project include the proposed land use areas and infrastructure, the required entitlements, Sacramento Local Agency Formation Commission (LAFCo) reorganization, and an Inclusionary Housing Plan. Project components are further discussed below.

The proposed project includes both a Large Lot Tentative Map and Tentative Subdivision Map. The Large Lot Tentative Map is proposed in order to subdivide the approximately 232-acre site into 24 master parcels for commercial and residential development consistent with the Planned Unit Development (PUD). The Tentative Subdivision Map would establish parcels for residential, commercial, school, park, open space, and urban farm uses. The project would include 59.1 net acres of land designated Low Density Residential located in the northwest, center, and southeast portions of the project site, as well as 8.8 net acres to facilitate the development of an elementary school. In addition, 15.1 net acres of land designated Residential Mixed Use would be located in the central and southern portions of the project site. The project would include the following additional uses: 10.8 net acres of land designated Commercial located in the northeast portion of the site; 14.5 net acres of land

designated Parks in three separate areas throughout the project site; 28.5 net acres of land designated Open Space/Medians located throughout the project site; and 23.8 net acres of land designated Urban Farm in the southwest portion of the project site. Additionally, the applicant is requesting modified street standards.

A General Plan Amendment is required to designate approximately 29.5 acres in the eastern portion of the site, located outside of the City of Sacramento as Traditional Neighborhood Medium (8-36 dwelling units per acre [du/ac]) and Suburban Center (15-36 du/ac with a floor-to-area ratio [FAR] of 0.15-2.0). The remaining approximately 203 acres of the site would retain the designations of Traditional Neighborhood Medium (8-36 du/ac) and Suburban Center (15-36 du/ac with a FAR of 0.15-2.0). In addition, a General Plan Text Amendment is also proposed that would adjust the policy language in the *Sacramento 2035 General Plan* to further support the project's proposed Urban Farm use.

A rezone is required to redesignate the site from Heavy Industrial (M-2S-SWR and M-2S-RSWR), as well as a prezone of the 29.5 acres located outside of the City from Heavy Industrial (M-2 [SM]) and Industrial Reserve Surface Mining Combining Zone (IR [SM]). The site would be zoned Single-Family Residential (R-1A SPD [PUD]), Multi-Family Residential (R-3 SPD [PUD]), Residential Mixed Use (RMX SPD [PUD]), Shopping Center (SC SPD [PUD]), Agricultural Open Space (AOS SPD [PUD]), and Agricultural (A SPD [PUD]). The prezone of the 29.5 acres located outside of the City of Sacramento is required in order to establish City zoning for the project site, which would be effective upon annexation approval by LAFCo.

The project would include the Aspen 1-New Brighton Planned Unit Development (PUD) consisting of a Schematic Plan and Design Guidelines, which are subject to approval by the City Council. Approval of a PUD requires subsequent approvals of either a Special Permit or Plan Review for development within the project boundaries. In addition, the Aspen 1-New Brighton Special Planning District (SPD) would be established. The SPD establishes procedures to implement the policies, land uses, development standards, and design guidelines of the project and is the primary policy and regulatory document used to guide development of properties within the project site.

The applicant's request for an amendment to the City of Sacramento Sphere of Influence for approximately 34 gross acres of land to be included within the SOI was approved by LAFCo on April 1, 2009. Approval from LAFCo of reorganization of the project site would be required. Reorganization would consist of detachment of the site from the Sacramento Metropolitan Fire Department and the Cordova Recreation and Park District, as well as annexation of 29.5 acres of the project site to the City of Sacramento. In a separate action, the PUC would consider approval of a modification of the Cal-Am Water service territory to remove the annexation portion of the project site from Cal-Am's boundaries. As part of the reorganization (annexation and related detachments), a property tax exchange agreement between the City of Sacramento and Sacramento County will be required.

In order to comply with the City's affordable housing ordinance, an Inclusionary Housing Plan is required for the project. The Inclusionary Housing Plan will be submitted by the project applicant after the completion of the Draft EIR. In addition, an amendment to the 2010 City/County Bikeway Master Plan is required in order to include the Aspen 1-New Brighton Trails Plan in the Master Plan document and maps. Finally, a Development Agreement between the applicant and the City of Sacramento will be reviewed in conjunction with the proposed project.

(DEIR, pp. 2-1 to 2-2; FEIR, pp. 2-3 to 2-5.)

Findings Required Under CEQA

1. Procedural Findings

The City Council of the City of Sacramento finds as follows:

Based on the initial study conducted for Aspen I—New Brighton Project, SCH # 2010072058, (herein after the Project), the City of Sacramento's Environmental Planning Services determined, on substantial evidence, that the Project may have a significant effect on the environment and prepared an environmental impact report ("EIR") on the Project. The EIR was prepared, noticed, published, circulated, reviewed, and completed in full compliance with the California Environmental Quality Act (Public Resources Code §21000 *et seq*. ("CEQA"), the CEQA Guidelines (14 California Code of Regulations §15000 *et seq*.), and the City of Sacramento environmental guidelines, as follows:

a. A Notice of Preparation (NOP) of the EIR was filed with the Office of Planning and Research and distributed to responsible and trustee agencies, interested parties, business owners, residences, and landowners within 500 feet of the project area. The NOP was circulated for public comments from July 26, 2010, through August 24, 2010. (DEIR, p. 1-3, Appendix A.)

b. A Notice of Completion (NOC) and copies of the Draft EIR were distributed to the Office of Planning and Research on July 18, 2012, to those public agencies that have jurisdiction by law with respect to the Project, or which exercise authority over resources that may be affected by the Project, and to other interested parties and agencies as required by law. The comments of such persons and agencies were sought. (FEIR, p. 1-1.)

c. An official 45-day public comment period for the Draft EIR was established by the Office of Planning and Research. The public comment period began on July 18, 2012, and ended on August 31, 2012. (FEIR, p. 1-1.)

d. A Notice of Availability (NOA) of the Draft EIR was mailed to property owners within 1,000 feet of the project area and all interested groups, organizations, and individuals who had previously requested notice in writing on July 18, 2012. The

NOA stated that the City of Sacramento had completed the Draft EIR and that copies were available at the City of Sacramento, Community Development Department, 300 Richards Boulevard, Third Floor, Sacramento, California 95811. The letter also indicated that the official 45-day public review period for the Draft EIR would end on August 31, 2012.

e. A public notice was placed in the Daily Recorder on July 18, 2012, which stated that the Draft EIR was available for public review and comment.

f. A public notice was posted in the office of the Sacramento County Clerk on July 18, 2012.

g. Following closure of the public comment period, all comments received on the Draft EIR during the comment period, the City's written responses to the significant environmental points raised in those comments, and additional information added by the City were added to the Draft EIR to produce the Final EIR.

2. Record of Proceedings

The following information is incorporated by reference and made part of the record supporting these findings:

a. The Draft and Final EIR and all documents relied upon or incorporated by reference;

b. The City of Sacramento 2030 General Plan adopted March 3, 2009, and all updates;

c. The Master Environmental Impact Report for the City of Sacramento 2030 General Plan certified on March 3, 2009, and all updates;

d. Findings of Fact and Statement of Overriding Considerations for the Adoption of the Sacramento 2030 General Plan adopted March 3, 2009, and all updates;

e. The City of Sacramento 2035 General Plan adopted March 3, 2015, and all updates;

f. The Master Environmental Impact Report for the City of Sacramento 2035 General Plan certified on March 3, 2015, and all updates;

g. Findings of Fact and Statement of Overriding Considerations for the Adoption of the Sacramento 2035 General Plan adopted March 3, 2015, and all updates;

h. Planning and Development Code of the City of Sacramento (Sacramento City Code, Title 17);

i. Blueprint Preferred Scenario for 2050, Sacramento Area Council of Governments (SACOG), December 2004;

j. Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), SACOG, April 2012;

k. Fruitridge Broadway Community Plan;

l. Draft Aspen I—New Brighton SPD-PUD Schematic Plan and Guidelines;

m. Aspen I—New Brighton SPD-PUD Large Lot Tentative Map and Tentative Subdivision Map;

n. The Mitigation Monitoring Program for the Project;

o. Project application and supplemental materials submitted along with project application;

p. All records of decision, staff reports, memoranda, maps, exhibits, letters, synopses of meetings, and other documents approved, reviewed, relied upon, or prepared by any City commissions, boards, officials, consultants, or staff relating to the Project.

3. Findings

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Mitigation measures or alternatives are not required, however, where such changes are infeasible or where the responsibility for the project lies with some other agency. (CEQA Guidelines, § 15091, sub. (a), (b).)

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§ 15093, 15043, sub. (b); see also Pub. Resources Code, § 21081, sub. (b).)

In seeking to effectuate the substantive policy of CEQA to substantially lessen or avoid significant environmental effects to the extent feasible, an agency, in adopting findings, need not necessarily address the feasibility of *both* mitigation measures and environmentally superior alternatives when contemplating approval of a proposed project with significant impacts. Where a significant impact can be mitigated to an

"acceptable" level solely by the adoption of feasible mitigation measures, the agency, in drafting its findings, has no obligation to consider the feasibility of any environmentally superior alternative that could also substantially lessen or avoid that same impact — even if the alternative would render the impact less severe than would the proposed project as mitigated. (*Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 521; *see also Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 730-731; and *Laurel Heights Improvement Association v. Regents of the University of California ("Laurel Heights I")* (1988) 47 Cal.3d 376, 400-403.)

In these Findings, the City first addresses the extent to which each significant environmental effect can be substantially lessened or avoided through the adoption of feasible mitigation measures. Only after determining that, even with the adoption of all feasible mitigation measures, an effect is significant and unavoidable does the City address the extent to which alternatives described in the EIR are (i) environmentally superior with respect to that effect and (ii) "feasible" within the meaning of CEQA.

In cases in which a project's significant effects cannot be mitigated or avoided, an agency, after adopting proper findings, may nevertheless approve the project if it first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the "benefits of the project outweigh the significant effects on the environment." (Public Resources Code, Section 21081, sub. (b); *see also,* CEQA Guidelines, Sections 15093, 15043, sub.(b).) In the Statement of Overriding Considerations found at the end of these Findings, the City identifies the specific economic, social, and other considerations that, in its judgment, outweigh the significant environmental effects that the Project will cause.

The California Supreme Court has stated that "[t]he wisdom of approving ... any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Goleta II* (1990) 52 Cal.3d 553 at 576.)

In support of its approval of the Project, the City Council makes the following findings for each of the significant environmental effects and alternatives of the Project identified in the EIR pursuant to Section 21080 of CEQA and section 15091 of the CEQA Guidelines:

A. Significant or Potentially Significant Impacts Mitigated to a Less Than Significant Level.

The following significant and potentially significant environmental impacts of the Project, including cumulative impacts, are being mitigated to a less than significant level and are set out below. Pursuant to section 21081(a)(1) of CEQA and section 15091(a)(1) of the CEQA Guidelines, as to each such impact, the City Council, based on the evidence in the record before it, finds that changes or alterations incorporated

into the Project by means of conditions or otherwise, mitigate, avoid or substantially lessen to a level of insignificance these significant or potentially significant environmental impacts of the Project. The basis for the finding for each identified impact is set forth below.

Air Quality and Climate Change

5.1-1 Impacts related to a short-term increase in construction-generated NO_x emissions. Unmitigated construction emissions would exceed SMAQMD's NO_x threshold level of 85 pounds per day during the first two years of construction for both the with conveyor belt and without conveyor belt options. These emissions are primarily associated with earth moving and rough grading. Because construction emissions would exceed SMAQMD's NO_x threshold level of 85 pounds per day during the first two years of construction for both options, the project's impact would be ***potentially significant***. (DEIR, pp. 5.1-22 to 5.1-25; FEIR, pp. 2-6 to 2-9.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.1-1(a)
The applicant shall submit a SMAQMD-approved plan, which demonstrates that heavy duty off-road vehicles used in construction of the project achieve a project-wide fleet average 20 percent NO_X reduction and 45 percent particulate reduction compared to the most recent CARB fleet average at the time of construction, within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project.

5.1-1(b)
The applicant shall submit to the City of Sacramento a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project, within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide SMAQMD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman.

5.1-1(c)
The project applicant shall provide a construction mitigation fee to the SMAQMD sufficient to offset project emissions of NO_x above 85 pounds per day within 30

days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project. The amount of the fee shall be based on updated construction scheduling and equipment lists, and shall be calculated using the SMAQMD method of estimating excess emissions and the most current price of NO_x construction offsets calculated by SMAQMD. In addition, the project applicant shall ensure that its contractors maintain detailed construction equipment use records to ensure accurate calculation of fees.
(DEIR, pp. 5.1-23 to 5.1-25; FEIR, pp. 2-6 to 2-9, 2-68 to 2-69.)

Finding: Implementation of Mitigation Measures 5.1-1(a) through (c) would reduce the project's construction emissions of NO_X emissions. The list includes mitigation measures recommended in the Sacramento City Code, the City of Sacramento 2030 General Plan MEIR, and in the SMAQMD's CEQA Handbook (SMAQMD, 2009). Implementation of these measures, which includes an emissions offset fee, would reduce NO_X emissions to less than SMAQMD's significance threshold, reducing the impact to a *less than significant* level. (DEIR, p. 5.1-23.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.1-3 Impacts related to an increase in health risks from diesel exhaust during construction. The majority of the project's diesel particulate matter (DPM) exhaust would be generated during the first two years of project construction, when mass grading operations would be used to move material from the Aspen 3 area to the project site. The proposed project's DPM emissions would be highest during the first two years of construction and would decrease substantially in subsequent years. However, if Mitigation Measures 5.1-1(a) through 5.1-1(e) were not implemented, the project's impact related to health risks from diesel exhaust would be ***potentially significant***. (DEIR, p. 5.1-26; FEIR, p. 2-11.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.1-1(a)
The applicant shall submit a SMAQMD-approved plan, which demonstrates that heavy duty off-road vehicles used in construction of the project achieve a project-wide fleet average 20 percent NO_X reduction and 45 percent particulate reduction compared to the most recent CARB fleet average at the time of construction, within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project.

5.1-1(b)
The applicant shall submit to the City of Sacramento a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project, within 30 days of issuance of the grading permit, but at least

10 business days prior to use of equipment on the project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide SMAQMD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman.

5.1-1(c)
The project applicant shall provide a construction mitigation fee to the SMAQMD sufficient to offset project emissions of NO_x above 85 pounds per day within 30 days of issuance of the grading permit, but at least 10 business days prior to use of equipment on the project. The amount of the fee shall be based on updated construction scheduling and equipment lists, and shall be calculated using the SMAQMD method of estimating excess emissions and the most current price of NO_x construction offsets calculated by SMAQMD. In addition, the project applicant shall ensure that its contractors maintain detailed construction equipment use records to ensure accurate calculation of fees.

5.1-2(a)
Prior to the issuance of a grading permit, the applicant shall incorporate the following mitigation measures into the construction contract documents, which shall be submitted for review and approval by the City Engineer:

- Water all exposed surfaces with adequate frequency for continued moist soil. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads. However, do not overwater to the extent that sediment flows off the site;
- Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered;
- Use wheel washers for all exiting trucks, or wash off all trucks and equipment when leaving the site.
- Treat site accesses to a distance of 100 feet from the paved road edge with a 6 to 12 inch layer of wood chips, mulch, or gravel to reduce generation of road dust and road dust carryout onto public roads.
- Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited;
- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph);
- Suspend excavation, grading, and/or demolition activity within wind speeds exceed 20 mph.

- All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action with 48 hours. The phone number of the District shall also be visible to ensure compliance.

5.1-2(b)
During construction, the project contractor shall ensure that emissions from all off-road diesel powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and the City of Sacramento shall be notified within 48 hours of identification of non-compliant equipment.

In addition, the project contractor shall conduct a visual survey of all in-operation equipment at least weekly. A monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supersede other SMAQMD or State rules or regulations.

(DEIR, pp. 5.1-23 to 5.1-25; FEIR, pp. 2-6 to 2-11, 2-68 to 2-71.)

Finding: Mitigated DPM emissions assume a 45 percent reduction from uncontrolled levels based on the mitigation measures required in Impact 5.1-1, above. Implementation of Mitigation Measures 5.1-1(a) through (c) and 5.1-2(a) and (b) would reduce this impact to a *less than significant* level. (DEIR, p. 5.1-26; FEIR, pp. 2-6 to 2-11.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

<u>Biological Resources</u>

5.2-1 Impacts to wetlands and associated resources. Implementation of the proposed project would not result in impacts to wetlands or other waters of the United States or streambed or lake habitats. However, the project would result in a ***potentially significant*** impact to waters of the State. The 0.25-acre of seasonal wetland on the Mayhew property has reformed since the abandonment of the site, and the position of the wetland in the landscape – approximately 30 feet lower than the natural ground surface – isolates them from any other water

of the United States. In addition, the wetland does not receive waters of the United States, nor is the wetland tributary to waters of the United States. However, isolation does not eliminate these features from regulation under the Porter Cologne Act of the California Water Code. Furthermore, the *Sacramento County General Plan* contains a policy requiring mitigation for the loss of any wetland, even if isolated. Therefore, impacts to waters of the State would be *potentially significant*. (DEIR, p. 5.2-37 to 5.2-39; FEIR, pp. 2-14, 2-78.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-1
Prior to the issuance of a grading permit, the project applicant shall either create 0.25-acre of seasonal wetland habitat or purchase 0.25-acre of seasonal wetland credits at an agency-approved mitigation bank with a service area covering the project site, as determined based on consultation with the Central Valley Regional Water Quality Board. (DEIR, p. 5.2-39; FEIR, pp. 2-14, 2-78.)

Finding: Implementation of Mitigation Measure 5.2-1 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-39; FEIR, p. 2-14.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-3 Impacts related to the loss of Swainson's hawk foraging habitat. The presence of a Swainson's hawk nest within 2.7 miles of the project's residential development areas and within 0.6-mile of the off-site facilities, as well as the presence of other nesting pairs within five miles, indicates the possibility that the project site is used as part of the foraging range of the species. The proposed project would remove approximately 50 acres of agricultural habitat suitable for Swainson's hawk foraging within on-site lands proposed for development. In order to mitigate for the loss of foraging habitat, the CDFG's model guidelines require that a project within five miles for an active nest tree but greater than one mile from the nest tree provide 0.75 acres of "Habitat Management" (HM) lands to CDFG for each acre of urban development authorized (0.75:1 ratio). All HM lands acquired must be protected by fee title acquisition or a conservation easement. All suitable foraging habitat within the project's lands in the City are within the CDFG's one- to five-mile distance class to the nearest nest site. Therefore, the appropriate mitigation ratio for on-site foraging habitat loss is 0.75:1. As applied to the 50 acres of suitable on-site foraging habitat within the City lands, 38 acres of mitigation is required. Notwithstanding the relatively low value of potential foraging habitat on-site, because implementation of the project would result in the loss of Swainson's hawk foraging habitat on the project site, a ***potentially significant*** impact would result. (DEIR, pp. 5.2-40 to 5.2-42.)

Mitigation Measure (from MMP): The following mitigation measure(s) have been adopted to address this impact:

5.2-3
Prior to the issuance of a grading permit, the project applicant shall dedicate land at a ratio of 0.75:1 (38 acres for the proposed project). The location of the replacement foraging habitat shall be coordinated with, and approved by, the California Department of Fish and Game, and shall be acquired prior to development of the project site. (DEIR, p. 5.2-42, FEIR, p. 2-15.)

Finding: Implementation of Mitigation Measure 5.2-3 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-42; FEIR, p. 2-15.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-4 Impacts related to the disturbance or removal of an active Swainson's hawk nest. Although Swainson's hawks have not been observed nesting within the project site, suitable nest trees are present. Therefore the possibility exists that Swainson's hawks could be nesting on the site at the time of project implementation. Construction activities and habitat modification at or near an active nest site during the active nesting season (March 1 to September 15) could disrupt nesting activities and thereby reduce reproductive success or cause direct or indirect mortality of nestlings. Therefore, impacts to active Swainson's hawk nests would be ***potentially significant***. (DEIR, p. 5.2-42; FEIR, pp. 2-80.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-4
One of the following mitigation options shall be implemented by the project applicant to avoid disturbing or removing any active Swainson's hawk nest tree at the time of project implementation:

- If project construction plans require removal of a tree that represents potential nesting habitat for Swainson's hawk and other raptors, the project applicant shall remove such trees during the non-nesting season, prior to initiation of major construction.

Or

- If suitable raptor nest trees are on-site and construction is planned during the nesting season for the Swainson's hawk or other raptors, the project applicant shall conduct preconstruction surveys to determine if raptors are using suitable nest trees. If Swainson's hawks or other raptors have active nests on the property, construction shall be avoided within a buffer

area designated to protect the nesting pair. The size of the buffer will be determined by a qualified biologist with experience in raptor nest protection and will be based on the location of the nest, the background level of disturbance in the nest area (i.e., from ongoing aggregate operation activities and land use activities on adjacent lands), and observed reactions of the nesting hawks to human activity.

(DEIR, pp. 5.2-42 to 5.2-43, FEIR, pp. 2-15 to 2-16.)

Finding: Implementation of Mitigation Measure 5.2-4 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-42; FEIR, p. 2-15.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-5 Impacts related to the loss of occupied burrowing owl habitat. Burrowing owls have not been observed within the proposed project area, including during any reconnaissance surveys that were performed. However, because suitable habitat for burrowing owls exists on-site, the potential exists for burrowing owls to be present and not have been detected, or for the owls to colonize the site prior to construction. If the site is occupied by burrowing owls, then construction could lead to mortality or reproductive disruption. Therefore, the project's impact related to the potential loss of occupied burrowing owl habitat would be ***potentially significant***. (DEIR, p. 5.2-43, FEIR, p. 2-16.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-5
Prior to construction, the project applicant shall initiate preconstruction surveys of the project site to determine if burrowing owls are present during the non-nesting season prior to any breeding season construction. If burrowing owls are not present, further mitigation is not required. If occupied burrows are found during the non-breeding season, the project applicant shall implement standard "passive relocation" measures to exclude burrowing owls from burrows that need to be disturbed, consistent with CDFG guidelines. If breeding owls are found on-site during the nesting season, the project applicant shall establish a no-disturbance buffer around nesting burrows until the nesting is completed. The buffer distance and verification of completion of nesting will be determined by a qualified biologist with experience working with burrowing owls and construction activities. If it is not feasible to avoid removal of nesting burrows, the project applicant shall consult with the CDFG to determine if any options for active nest relocation are feasible. (DEIR, p. 5.2-43, FEIR, p. 2-16.)

Finding: Implementation of Mitigation Measure 5.2-5 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-43; FEIR, p. 2-16.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-6 Impacts related to the loss of tricolored blackbird foraging habitat. Suitable nesting habitat for the tricolored blackbird does not currently exist on the proposed project site. However, the tricolored blackbird was observed likely nesting on an adjacent property in 2009 and was observed foraging within the reclaimed agricultural lands within the project site. The foraging habitat used by the blackbirds also constitutes the potential foraging habitat for the Swainson's hawk (See Impact 5.2-3). The loss of occupied foraging habitat for the tricolored blackbird would be a ***potentially significant*** impact. (DEIR, p. 5.2-44; FEIR, p. 2-16.)

Mitigation Measure (from MMP): The following mitigation measure(s) have been adopted to address this impact:

5.2-3
Prior to the issuance of a grading permit, the project applicant shall dedicate land at a ratio of 0.75:1 (38 acres for the proposed project). The location of the replacement foraging habitat shall be coordinated with, and approved by, the California Department of Fish and Game, and shall be acquired prior to development of the project site. (DEIR, p. 5.2-42, FEIR, p. 2-15.)

Finding: Implementation of Mitigation Measure 5.2-3 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-44; FEIR, p. 2-16.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-10 Impacts related to the loss of active raptor nest trees. An active red-tailed hawk nest was documented within the project site in 2009 and 2010 and other raptors have potential to nest there. Project construction that occurs during the nesting seasons for raptors and other native migratory birds could disturb or destroy active nests of raptors or other migratory birds. Loss of raptor nests would violate CDFG Code Section 3503.5 and the project's impact related to the loss of active raptor nest trees would be ***potentially significant***. (DEIR, p. 5.2-45; FEIR, p. 2-17.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-4
One of the following mitigation options shall be implemented by the project applicant to avoid disturbing or removing any active Swainson's hawk nest tree at the time of project implementation:

- If project construction plans require removal of a tree that represents potential nesting habitat for Swainson's hawk and other raptors, the project applicant shall remove such trees during the non-nesting season, prior to initiation of major construction.

Or

- If suitable raptor nest trees are on-site and construction is planned during the nesting season for the Swainson's hawk or other raptors, the project applicant shall conduct preconstruction surveys to determine if raptors are using suitable nest trees. If Swainson's hawks or other raptors have active nests on the property, construction shall be avoided within a buffer area designated to protect the nesting pair. The size of the buffer will be determined by a qualified biologist with experience in raptor nest protection and will be based on the location of the nest, the background level of disturbance in the nest area (i.e., from ongoing aggregate operation activities and land use activities on adjacent lands), and observed reactions of the nesting hawks to human activity.

(DEIR, pp. 5.2-42 to 5.2-43, FEIR, pp. 2-15 to 2-16.)

Finding: Mitigation Measure 5.2-4 describes protection measures for the Swainson's hawk and other tree nesting raptors, including removal of nesting trees during the non-nesting season or establishment of no-disturbance buffers around nests. Implementation of these measures would ensure that active raptor nests would not be disturbed. Implementation of Mitigation Measure 5.2-4 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-45; FEIR, p. 2-17.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-11 Impacts related to the loss of heritage and/or protected trees. Implementation of the proposed project would result in the loss of 22 trees that qualify as heritage and/or protected trees within the approximately 232-acre on-site area. In addition, 31 protected trees within the approximately 222-acre off-site area would be removed. Protection of these trees is not feasible due to their current location in topographically low positions within the project site and the need to conduct grading prior to construction. Because the proposed project does not include a tree mitigation plan that identifies the number and location of replacement trees to be planted, the project would result in a ***potentially significant*** impact to heritage and protected trees. (DEIR, pp. 5.2-45 to 5.2-46; FEIR, p. 2-17.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-11
Prior to construction, the project applicant shall submit for the review and approval of the City of Sacramento Planning Department and the Sacramento County Community Planning and Development Department a tree mitigation plan that identifies the number and location of trees that will be planted as replacement trees. A qualified arborist shall perform an assessment of the health of protected trees to determine which trees require mitigation. If the project site cannot support all of the required replacement trees, the applicant shall deposit in the County's Tree Preservation Fund a sum equivalent to the replacement cost of the number of trees that cannot be accommodated. In addition, if an on-site mitigation area is not available due to site limitations, the applicant shall mitigate off-site for the impacts pursuant to Sacramento County General Plan Policy CO-140. (DEIR, p. 5.2-46; FEIR, pp. 2-17, 2-80 to 2-81.)

Finding: Implementation of Mitigation Measure 5.2-11 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-46; FEIR, p. 2-17.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.2-12 Cumulative loss of biological resources in the City of Sacramento and the effects of ongoing urbanization in the region. The Sacramento area is experiencing urban growth. Several housing developments are already approved or planned in the surrounding areas. Cumulatively, these projects would reduce common wildlife habitat and the numbers of special-status plant and animal species. The proximity of the project site to natural riparian habitat could provide habitat for many common species and for several special-status species. The *Sacramento 2030 General Plan Draft MEIR* concluded that cumulative impacts related to implementation of the General Plan and regional buildout assumed in the Sacramento Valley could result in a regional significant cumulative impact related to the loss of special-status plant or wildlife species and their habitat. However, the *Sacramento 2030 General Plan Draft MEIR* determined that implementation of General Plan Draft MEIR Mitigation Measure 6.3-13 (which requires preconstruction surveys and/or Habitat Assessments for any individual development project within the policy area that requires discretionary approval) would assure that any impacted sensitive habitat could be replaced within the region, resulting in a less-than-considerable contribution to the region-wide loss of these species; therefore, the cumulative contribution to the regional loss of special-status and sensitive plants and wildlife and their habitat would not be significant. The proposed project would be required to perform on-site surveys for special-status plant and wildlife species that have the potential to occur on-site, prior to any site disturbance. If the project-level mitigation measures were not implemented, however, the project's cumulative impacts would be ***potentially significant***. (DEIR, pp. 5.2-46 to 5.2-47.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.2-12
Implement Mitigation Measures 5.2-1 through 5.2-11.

Finding: Implementation of Mitigation Measures 5.2-1 through 5.2-11 would reduce this impact to a *less than significant* level. (DEIR, p. 5.2-47; FEIR, p. 2-17.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

Cultural Resources

5.3-1 Impacts related to the substantial change in the significance of historical or archaeological resources or the direct or indirect destruction of an unique paleontological resource, site, or unique geologic feature. SWCA Environmental Consultants, Inc. did not identify any prehistoric, archaeological, or historic-era cultural resources. Additionally, a record search conducted by the North Central Information Center (NCIC) of the California Historical Resources Information System did not reveal any known prehistoric resources on the project site or in the immediate vicinity of the project site. In addition, a Sacred Lands File search did not indicate the presence of Native American sites in the immediate study area. As the site has previously been disturbed, a low potential exists for historic, archaeological, or paleontological resources to be discovered during reexcavation. However, according to the NCIC records search, the environmental setting and known land use patterns in the vicinity indicate a low to moderate possibility for subsurface prehistoric cultural resources and a moderate to high possibility of subsurface historic cultural resources exists on the project site. Therefore, the possibility exists that the excavation could disturb previously unknown historical, archaeological, or unique paleontological resources, resulting in a ***potentially significant*** impact. (DEIR, p. 5.3-8; FEIR, p. 2-18.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.3-1(a)
In the event that any prehistoric subsurface archeological features or deposits, including locally darkened soil (“midden”), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during earth-moving activities, all work within 100 feet of the resource shall be halted, and the applicant shall consult with a qualified archeologist, representatives of the City and a qualified archeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation.

5.3-1(b)
If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American representatives.

If a Native American archeologist, ethnographic, or spiritual resources are discovered, all identification and treatment shall be conducted by qualified archeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.

In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out qualified historical archeologists, who shall meet either Register of Professional Archeologists (RPA), or 36 CFR 61 requirements.

5.3-1(c)
If a human bone or bone of unknown origin is found during earth-moving activities, all work shall stop within 100 feet of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the contractor to develop a program for re-internment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.
(DEIR, p. 5.3-9; FEIR, pp. 2-18 to 2-19.)

Finding: Implementation of Mitigation Measures 5.3-1(a) through (c) would reduce this impact to a *less than significant* level. (DEIR, p. 5.3-9; FEIR, p. 2-18.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

5.3-2 Disturbance or destruction of previously unknown archaeological resources in combination with other development in the Sacramento area. The Sacramento 2030 General Plan EIR found that cumulative development would create a potentially significant impact to cultural resources that could be mitigated to a less than significant level with implementation of certain mitigation measures. The field inspection by SWCA Environmental Consultants did not find evidence of prehistoric or archaeological deposits on the site. Furthermore, the extensive ground disturbance associated with mining of the site has not

unearthed any archaeological resources. However, the potential for unknown archaeological resources exists on the project site. Therefore, without implementation of mitigation measures, the proposed project would have a ***potentially significant*** cumulative impact on cultural resources. (DEIR, p. 5.3-10; FEIR, p. 2-19.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.3-1(a)
In the event that any prehistoric subsurface archeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during earth-moving activities, all work within 100 feet of the resource shall be halted, and the applicant shall consult with a qualified archeologist, representatives of the City and a qualified archeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation.

5.3-1(b)
If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American representatives.

If a Native American archeologist, ethnographic, or spiritual resources are discovered, all identification and treatment shall be conducted by qualified archeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.

In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out qualified historical archeologists, who shall meet either Register of Professional Archeologists (RPA), or 36 CFR 61 requirements.

5.3-1(c)
If a human bone or bone of unknown origin is found during earth-moving activities, all work shall stop within 100 feet of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the contractor to develop a program for re-internment of the human remains and any associated artifacts. No additional

work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.
(DEIR, p. 5.3-9; FEIR, pp. 2-18 to 2-19.)

Finding: Implementation of Mitigation Measures 5.3-1(a) through (c) would reduce this impact to a *less than significant* level. (DEIR, p. 5.3-10; FEIR, p. 2-19.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level.

Geology, Soils, and Mineral Resources

5.4-1 Impacts related to development in areas that could be affected by geologic hazards associated with unstable soils conditions including expansive soils and subsidence, potentially exposing people to risk from these hazards. The project site has been utilized for aggregate mining and related mining uses. The depth of disturbed and undocumented fill soils is unknown for the project site and off-site infrastructure area. The project applicant would be required to submit a design-level geotechnical analysis, including site-specific analysis of the depth of the disturbed native soils and undocumented fill. Therefore, without a design level geotechnical analysis, a ***potentially significant*** impact would occur. (DEIR, pp. 5.4-12 to 5.4-13; FEIR, p. 2-19.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.4-1(a)
Prior to issuance of grading permit, the applicant shall submit a design-level geotechnical analysis, for review and approval of the City Engineer. The geotechnical analysis report shall include, but not limited to, soil test boring or test bits with soil sampling, laboratory testing, and additional engineering evaluation to determine the depth and consistency of the native soils and undocumented fill. In addition, the geotechnical analysis report shall include, but not limited to, conclusions and specific recommendations regarding the following:

- Site preparation;
- Soil expansion potential;
- Foundation alternatives;
- Liquefaction;
- Slope Stability;
- Floor support;
- Site drainage
- Pavement design; and
- Quality and ability of the soil to support plant and tree life.

5.4-1(b)

At least 72 hours prior to the placement of imported fill, the applicant shall have the potential fill inspected by a qualified geotechnical consultant to ensure that all fill being used for fills less than five feet below design grade have a plasticity index of less than or equal to 12, and that all soils are clean and free of deleterious materials, organic materials, and shall not contain particles greater than six inches in size. The results of the geotechnical analysis shall be submitted to the City Engineer prior to placement of fill.

5.4-1(c)
Prior to placement of imported fill, the applicant shall have the excavation surface inspected by a qualified geotechnical consultant to ensure the stability of the excavation bottom. Should the site be found to be unstable or contain loose or deleterious materials, the applicant shall perform required mitigation as identified by the geotechnical consultants and approved by the City Engineer. Mitigation for unstable fill could include, but is not limited to the following:

- Restrict fill activities to occur when the excavation bottom is dry and stable during warm weather; or
- Require that the placement of geotextile fabric be placed prior to granular import fill. The geotextile fabric would be required to be Mirafi 600X or equivalent. Granular fill would consist of wellgraded crushed materials, such as Class 2 aggregate base of Caltrans Standard Specifications, but may also consist of other granular imported materials. Uniform crushed rock may be used
- as a stabilizing layer provided that the crushed rock is completely wrapped in the geotextile fabric.

(DEIR, pp. 5.4-13 to 5.4-14; FEIR, pp. 2-19 to 2-21.)

Finding: Implementation of Mitigation Measures 5.4-1(a) through (c) would reduce this impact to a *less than significant* level. (DEIR, pp. 5.4-13 and 5.4-14; FEIR, pp. 2-19 to 2-21.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.4-3 Impacts related to substantial erosion or unstable slope or soil conditions through alteration of topographic features, dewatering, or changes in drainage pattern. The project includes overexcavation, recompaction, and importation of fill. The reconstructed slopes within the project site would be 2:1 or shallower and 3:1 or shallower within the off-site infrastructure area. The Preliminary Geotechnical Engineering Report determined that the minimum required reconstructed slopes must be at least 2:1 or shallower within the project site and a minimum of 3:1 within the off-site infrastructure area. In addition, the project would be required to comply with the City's, Grading Erosion, and Sediment Control Ordinance. However, without design level geotechnical report based upon test borings and test pits with soil sampling to ensure slope stability, a ***potentially significant*** impact would occur. (DEIR, p. 5.4-15; FEIR, p. 2-21.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.4-1(a)
Prior to issuance of grading permit, the applicant shall submit a design-level geotechnical analysis, for review and approval of the City Engineer. The geotechnical analysis report shall include, but not limited to, soil test boring or test bits with soil sampling, laboratory testing, and additional engineering evaluation to determine the depth and consistency of the native soils and undocumented fill. In addition, the geotechnical analysis report shall include, but not limited to, conclusions and specific recommendations regarding the following:

- Site preparation;
- Soil expansion potential;
- Foundation alternatives;
- Liquefaction;
- Slope Stability;
- Floor support;
- Site drainage
- Pavement design; and
- Quality and ability of the soil to support plant and tree life.

(DEIR, pp. 5.4-13 to 5.4-14; FEIR, pp. 2-19 to 2-20.)

Finding: Implementation of Mitigation Measure 5.4-1(a) would reduce this impact to a *less than significant* level. (DEIR, p. 5.4-15; FEIR, p. 2-21.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Hydrology, Water Quality and Drainage

5.6-3 Impacts related to flooding as a result of implementation of the project. The drainage analysis indicates that the proposed design of the on-site drainage system, by incorporating LID/Hydromodification facilities in combination with the off-site retention basin, would provide runoff reduction and the required retention to effectively convey flows of all major storm events. In addition, the proposed project would meet water quality enhancement goals and flood safety requirements. However, should the project not implement the proposed LID and Hydromodification Program, as well as the recommendations contained in the drainage analysis, the project would have a ***potentially significant*** impact. (DEIR, pp. 5.6-29 to 5.6-34; FEIR, p. 2-23.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.6-3

Prior to the issuance of a grading permit, the plans for the project shall illustrate that all of the recommendations contained within the drainage report will be implemented on the project site, for the review and approval of the City of Sacramento Department of Utilities. (DEIR, p. 5.6-34; FEIR, p. 2-23.)

Finding: Implementation of Mitigation Measure 5.6-3 would reduce this impact to a *less than significant* level. (DEIR, p. 5.6-34; FEIR, p. 2-23.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.6-4 Impacts related to exposure of people and structures to flood hazards on the project site. FEMA prepared preliminary FIRMs for the project site in January 2011 that identifies the site as Zone X, which is protected by levees. A Letter of Map Revision has been initiated that may become effective, in whole or in part, sometime after the August 16, 2012 FIRM for Sacramento County is finalized which could depict the project site as Zone A. Zone A is considered a Special Flood Hazards Area (SFHA) subject to inundation by a 100-year flood event for which mandatory flood insurance purchase requirements and floodplain management standards apply.

The National Flood Insurance Program (NFIP) Regulations in Title 44 of the Code of Federal Regulations (CFR) Section 60.3 require that for sites within Zone A, the lowest floor (including basement) of all new construction and substantial improvements of residential structures be elevated to or above the Base Flood Elevation (BFE). Similarly, new or substantially improved non-residential structures must either be elevated or floodproofed to or above the BFE. Without compliance with NFIP regulations, development of the proposed project could result in exposure of people and structures to flood hazards (including street flooding) on the project site. The BFE has not been established, and until this has been established the project site would be considered as within an area subject to flooding in a 100-year event.

In order to fully remove an area from a SFHA, if it is so designated, it is likely that off-site improvements within the County of Sacramento must be completed. Without implementation of the necessary off-site improvements, the project would not comply with NFIP regulations and a ***potentially significant*** impact would occur related to exposure of people and structures to flood hazards on the project site in the event the site was developed and occupied. (DEIR, pp. 5.6-34 and 5.6-35; FEIR, p. 2-23 to 2-24.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.6-4

In the event that the Project site or a portion thereof is designated in a SFHA, the applicant, prior to the approval of any building permit that would allow for the construction of a new building, shall demonstrate to the City through appropriate analysis and the issuance of a Letter of Map Revision (LOMR), Conditional Letter of Map Revision (CLOMR), or a new FIRM by FEMA that the property for which such permit is sought is outside of a FEMA Special Flood Hazard Area (SFHA). Potential means for removing the project site from a SFHA may include, but are not limited to, the following:

- Hydrology analysis that demonstrates that flows from Morrison Creek would not flood the project site (e.g., validation that the volume of water expected within Morrison Creek during an 100-year storm event would not be sufficient to reach the project site);
- Eliminate or control connections between mined areas and Morrison Creek (i.e., closure of tunnels);
- Control flows of Morrison Creek upstream during storm events in order to eliminate over-topping and potential bank failure;
- Construction of levees and/or other engineering methods deemed appropriate to meet flood protection standards; and/or
- Certify the newly constructed channel sections along the Morrison Creek levee.

(DEIR, p. 5.6-35; FEIR, pp. 2-23, 2-24, 2-84.)

Finding: Implementation of Mitigation Measure 5.6-4 would reduce this impact to a *less than significant* level. (DEIR, p. 5.6-35; FEIR, p. 2-23.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Noise and Vibration

5.7-1 Impacts related to the project resulting in exterior noise levels at the project site that would exceed the upper value of the normally acceptable category for various land uses or residential interior noise levels of 45 dBA Ldn or greater caused by traffic noise level increases due to the project. According to the environmental noise assessment, with implementation of the proposed project, traffic noise levels on Jackson Road and South Watt Avenue could exceed City of Sacramento interior noise standards. The project has been designed with front-loaded residences proposed along major internal roadways. The benefit of this design is that outdoor activity areas are located further from roadways and those areas are shielded from roadway noise by the residence, which serves as an effective noise barrier. As a result, adverse noise impacts are not identified for residences located adjacent to the internal project roadways. However, as noted in Table 5.7-5 and as shown in Figure 5.7-3, future traffic on Jackson Road and South Watt Avenue is predicted to generate elevated noise levels at portions of the proposed project site located nearest to those roadways. The potential for adverse noise impacts would be present within second-floor

rooms of proposed low-density residences despite extensive shielding of traffic noise by intervening topography at first-floor areas. In addition, the City's 70 dB Ldn exterior standard applicable to infill residential uses is predicted to be exceeded at portions of the proposed High-Density residential development at the southeast portion of the project site. As a result, additional reduction of traffic noise would be required for the two affected areas, and a ***potentially significant*** impact would result. It should be noted that the project would not result in significant traffic noise level increases at any off-site noise-sensitive areas. (DEIR, p. 5.7-24; FEIR, p. 2-24 to 2-25.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.7-1(a)
All second-floor windows of residences constructed within 250 feet of the centerline of either South Watt Avenue or Jackson Road from which those roadways are visible shall have a minimum Sound Transmission Class Rating of 33.

5.7-1(b)
Mechanical ventilation shall be provided for all residences constructed in traffic noise environments exceeding 60 dB Ldn (See contours on Figure 5.7-3), which will allow occupants of those residences to close doors and windows as desired for additional acoustical isolation.

5.7-1(c)
The medium- and high-density developments proposed along South Watt Avenue shall be designed to maximize the setback between that roadway and proposed common outdoor activity areas. In addition, those common outdoor activity areas shall be located so as to be completely shielded from view of South Watt Avenue by intervening structures or topography.

5.7-1(d)
The proposed school shall be designed to maximize the setback between school classroom areas and South Watt Avenue. In addition, school classrooms shall be designed to provide an exterior to interior noise level reduction sufficient to reduce traffic noise levels within classrooms to 45 dB Leq or less during hours in which school is normally in session.

5.7-1(e)
All prospective residents of residences located within 250 feet of either Jackson Road or South Watt Avenue shall be provided statements disclosing that both roadways are substantial noise sources and that variation in traffic conditions or atmospheric conditions can result in variations in perceived noise levels.
(DEIR, p. 5.7-25; FEIR, pp. 2-24 and 2-25.)

Finding: Implementation of Mitigation Measures 5.7-1(a) through (e) would reduce this impact to a *less than significant* level. (DEIR, p. 5.7-25; FEIR, p. 2-24 to 2-25.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.7-2 Impacts related to the project resulting in exterior noise levels at the project site that would exceed the upper value of the normally acceptable category for various land uses, or residential interior noise levels of 45 dBA Ldn or greater, due to project-related operational noise level increases. The proposed future commercial and farm uses within the project site would include noise-generating components. Specifically, noise generated by commercial uses typically results from truck deliveries to loading docks, mechanical ventilation, and parking lot movements. Agricultural operations typically include very intermittent use of farm machinery, typically tractors, during periods of plowing, spraying, and harvesting. Because site plans for the proposed commercial uses or the urban farm have not yet been developed, the evaluation of specific noise levels at proposed residences within the project site cannot practically be accomplished. Therefore, the impact related to project-generated operational noise levels exceeding established thresholds would be ***potentially significant***. (DEIR, p. 5.7-25; FEIR, pp. 2-25, 2-26.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.7-2
When site plans for the proposed commercial uses and the urban farm have been developed, an analysis of specific noise levels at proposed residences within the project site shall be conducted and the appropriate noise mitigation measures shall be implemented in the design of the commercial and urban farm areas, if necessary, to ensure that the City's applicable exterior and interior (45 dBA Ldn) noise level standards for residential uses are not exceeded. (DEIR, p. 5.7-26; FEIR, p. 2-25 and 2-26.)

Finding: Implementation of Mitigation Measure 5.7-2 would reduce this impact to a *less than significant* level. (DEIR, p. 5.7-26; FEIR, p. 2-23 and 2-24.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.7-3 Impacts related to exterior noise levels at the project site that would exceed the upper value of the normally acceptable category for various land uses, or residential interior noise levels of 45 dBA Ldn or greater, due to existing noise sources within the project area. Existing operations at the Teichert Perkins plant, including the ongoing operation of the aggregate conveyor belt, would result in noise levels that exceed the City's threshold for acceptable

exterior or interior noise levels. It was determined that mitigation measures would need to be implemented at the Teichert Perkins plant in order to reduce Teichert-generated noise levels to a state of compliance with City of Sacramento noise ordinance standards. Therefore, the project's impact would be ***significant***. (DEIR, pp. 5.7-26 to 5.7-29; FEIR, pp. 2-26 to 2-28, 2-85 to 2-86.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.7-3(a)
All prospective residents of residences located within the noise contours shown on Figure 5.7-7 shall be provided statements disclosing that operations at the Teichert Perkins plant can and do occur at night, and that variations in those operations or atmospheric conditions can result in variations in perceived noise levels.

5.7-3(b)
Project development shall not extend into the noise contours shown on Figures 5.7-6 or 5.7-7 until such a time as either operations at the Teichert Perkins plant have ceased, or until a comprehensive analysis of the specific noise generation of each major component of the Teichert rock and ready-mix plants has been undertaken to identify appropriate source noise control treatment options, and such treatments have been implemented. The focus of such options is the overall reduction in noise generation of those plants such that noise levels received within the proposed development would ultimately satisfy the Sacramento Noise Ordinance Standards during daytime and nighttime hours, respectively. Source noise control measures which shall be considered include the following:

- Suspension of acoustic curtains adjacent to the noisiest plant equipment;
- Complete or partial enclosure of the noisiest plant equipment;
- Ensuring that all screen-decks utilize quiet technology such as urethane screens;
- Line aggregate chutes and hoppers with heavy urethane sheets to both dampen the metal structures and minimize impact noise associated with aggregates falling onto metal surfaces;
- Utilize alternatives to backup beeper warning devices such as strobes, radar based systems, growlers, etc.; and/or
- Replacement of older noisier equipment with quieter equipment.

5.7-3(c)
All prospective residents of residences located within the noise contours shown on Figure 5.7-9 shall be provided statements disclosing that operations at the Teichert conveyor operations can and do occur during both daytime and nighttime hours, and that variations in those operations or atmospheric conditions can result in variations in perceived noise levels.

5.7-3(d)
At such a time as development within the project site is projected to encroach into the noise contours shown on Figure 5.7-9, the conveyor system shall be relocated to a position closer to Jackson Highway to create a greater buffer between the residential construction and the noise impact contours of the conveyors.

5.7-3(e)
At such a time as development within the project site is projected to encroach into the noise contours shown on Figure 5.7-9, either with the conveyor system in its current configuration, or following relocation of the conveyor (Mitigation Measure 5.7-3[d]), a solid noise barrier shall be constructed adjacent to the conveyor system to further reduce noise levels at residences constructed within the project site. Such a barrier could take the form of an earthen berm, solid wall, or combination of berms and walls. The noise reduction provided by such a barrier would depend on the relative heights of the conveyor, top of barrier, and nearby residences, as well as the relative distances between the conveyor and noise barrier, and distance from noise barrier to receiver.
(DEIR, pp. 5.7-29 to 5.7-30; FEIR, pp. 2-26 to 2-28.)

Finding: Implementation of mitigation measures 5.7-3(a) through (e) would reduce the above impact to a *less than significant* level. In addition, it should be noted that Mitigation Measures 5.7-3(a) and 5.7-3(b) only apply if operations of the Teichert Perkins plant continue to occur after the construction of residences within the noise contours shown on Figure 5.7-7. In addition, Mitigation Measures 5.7-3(c) through 5.7-3(e) only apply if operation of the Teichert Perkins plant conveyor system on the proposed project site would continue to occur following completion of residences within the noise contours shown on Figure 5.7-9. (DEIR, p. 5.7-29; FEIR, pp. 2-26, 2-85, 2-86.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.7-4 Impacts related to project construction noise levels not being in compliance with the City of Sacramento Noise Ordinance. During the construction phases of the project, noise from on-site construction activities would add to the noise environment in the immediate project vicinity. Activities involved in construction would generate maximum noise levels ranging from 85 to 90 dB at a distance of 50 feet. In addition, noise would be generated during the construction phase by increased truck traffic on area roadways. A significant project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from construction sites, including stockpiling and earthmoving activities. This noise increase would be of short duration and, provided construction activities occur during daytime hours, construction activities would be exempt from the provisions of the City of Sacramento Noise Ordinance (Sacramento City Code Section 8.68.080.D).

Because on-site construction activities are proposed to adhere to the City's requirements, adverse on-site construction noise effects were not identified for the project. However, if off-site construction activities were to occur during nighttime hours, the activities would be subject to the 50 dB nighttime noise level standard at existing residential uses. Any nighttime off-site construction activities occurring within 1,400 feet of an unshielded existing residence could result in noise impacts relative to the City and County of Sacramento nighttime noise standards. Because nighttime construction activities in the off-site areas could result in noise levels that would exceed thresholds, the proposed project's impact would be ***potentially significant***. (DEIR, pp. 5.7-30 to 5.7-33; FEIR, pp. 2-28, 2-86.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.7-4
If haul trucks are used to transport soil and aggregate materials from the off-site construction areas, construction activities shall be limited to daytime hours when within the following areas:

- 1,400 feet of the existing residences located on Newton Drive;
- 1,400 feet of unshielded locations near the soil borrow areas; and
  - 1,400 feet of the residence on the south side of Jackson Highway near the Mayhew Acquisition soil storage areas.

(DEIR, p. 5.7-33; FEIR, p. 2-28.)

Finding: Implementation of Mitigation Measure 5.7-4 would reduce this impact to a *less than significant* level. (DEIR, p. 5.7-33; FEIR, p. 2-28.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Parks and Recreation

5.8-1 Impacts related to causing or accelerating substantial physical deterioration of existing area parks or recreational facilities and/or creating a need for construction or expansion of recreational facilities beyond what was anticipated in the General Plan. The introduction of new residents to the project area could cause or accelerate the physical deterioration of existing parks or recreational facilities; however, implementation of the proposed project would include the construction of new parks and recreational facilities, which would result in new residents utilizing the newly-developed recreational facilities in the community. T he City of Sacramento Code, Chapter 16 requires five acres of neighborhood and community park facilities per 1,000 residents. Based on the park dedication factors within the Code (0.0149 for single-family residential units and 0.0088 for multi-family residential units), the project would be required to

provide 14.95 acres of parkland (See Table 5.8-1). The proposed project would include an urban farm with community gardens, a community serving park, a neighborhood serving park, two mini-parks, medians and promenades, and various open space areas. The project would provide a total of 14.5 acres of public park and recreational areas that are eligible for Quimby Credit. Because the project would include the dedication of 14.5 acres of parkland, which would be less than the 14.95 acres required by the City, the project would result in a ***potentially significant*** impact related to creating a need for construction or expansion of recreational facilities beyond what was anticipated in the General Plan. (DEIR, p. 5.8-18; FEIR, p. 2-29.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.8-1
Prior to recording the final map, the plans shall show a calculation of the final park acreage to be provided as part of the project in relation to the park acreage that is required to be dedicated. The improvement plans shall be submitted for the review and approval of the City Planning Department. If the project does not include the required acreage, the project applicant shall pay an in-lieu fee to the City or enter into a private recreational facilities agreement for future improvements to serve residents. (DEIR, p. 5.8-19; FEIR, p. 2-29.)

Finding: Implementation of Mitigation Measure 5.8-1 would reduce this impact to a *less than significant* level. (DEIR, p. 5.8-19; FEIR, p. 2-29.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Public Services

5.9-3 Increase in the number of students attending schools in the area. The proposed project includes development of residential units that would generate additional demand for school facilities including the following: 482 single-family units, 378 multi-family units, and 315 residential mixed-use units. For the purposes of the analysis the EGUSD single-family, multi-family, and condo unit generation rates were used to estimate the number of students expected to be generated by the proposed project. The proposed project would be expected to generate 566 additional students, the majority of which are assumed to attend schools within the EGUSD. Schools within the EGUSD currently operate at or above capacity, thus, are unable to accommodate the additional students generated by the proposed project. However, the proposed project includes the construction of a new elementary school and would utilize portable buildings to increase the capacity of existing schools as much as possible. Construction of a new elementary school and use of portable buildings would help to accommodate the additional students, as well as alleviate some of the demand

for school services within the EGUSD. In cases where a school's capacity is exceeded, students may be redirected to other schools in the district and bussing services would be provided if necessary. Pursuant to SB 50, the project applicant would be required to pay school impact fees. As indicated in SB 50, payment of school impact fees is considered full mitigation for any impacts to school services that would result from a project. Currently, the school development fee is $4.32 per square foot of new residential development. Payment of the development fee would provide funding for school facilities construction, improvements, and expansion. Therefore, without the payment of development fees, the EGUSD would not be able to accommodate the increase in students, and development of the proposed project would be considered a ***potentially significant*** impact to school services. (DEIR, pp. 5.9-20 and 5.9-21; FEIR, p. 2-29.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.9-3
Prior to the issuance of building permits, the applicant(s) shall be required to pay all applicable school impact fees in effect at the time of building permit issuance. Payment shall be ensured by the Community Development Department. (DEIR, p. 5.9-21; FEIR, p. 2-29.)

Finding: Implementation of Mitigation Measure 5.9-3 would reduce this impact to a *less than significant* level, because satisfaction of the Proposition 1A/SB 50 statutory requirements by a developer is deemed to be "full and complete mitigation." (DEIR, p. 5.9-21; FEIR, p. 2-29.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Traffic and Circulation

5.10-1(b) Intersections (Existing Plus Project) – South Watt Avenue and Jackson Road. The project would increase traffic volumes at study area intersections and would cause significant impacts under the existing plus project scenario at the intersection of South Watt Avenue and Jackson Road. Traffic from the project would result in LOS E conditions in the p.m. peak hour at this intersection. This is considered a ***significant impact*.**

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-1(b)
South Watt Avenue and Jackson Road - Provide two eastbound lanes through the intersection. The eastbound approach shall consist of a left turn lane, two

through lanes, and a right turn lane. This mitigation measure shall be implemented by 90 percent of development as measured by the p.m. peak hour trip generation. This mitigation measure would improve the average intersection delay to 52.3 seconds at an acceptable LOS D. This mitigation measure would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-43; FEIR, p. 2-31.)

Finding: Mitigation Measure 5.10-1(b) would improve the average intersection delay to 52.3 seconds at an acceptable LOS D. This mitigation measure would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-43; FEIR, p. 2-31.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-2 Roadway Segments (Existing Plus Project) – South Watt Avenue from Jackson Road to Fruitridge Road. The project would increase traffic volumes on study area roadway segments and would cause significant impacts under the existing plus project scenario at the following segment: South Watt Avenue - Jackson Road to Fruitridge Road. Traffic from the project would result in LOS F conditions in the p.m. peak hour, with an increase in the volume-to-capacity ratio of greater than 0.02 at this segment. This is considered a ***significant impact***. (DEIR, p. 5.10-51; FEIR, p. 2-31.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-2
South Watt Avenue - Jackson Road to Fruitridge Road – Widen the roadway to four through travel lanes. This mitigation measure shall be implemented by 20 percent of development as measured by daily trip generation. This mitigation measure would improve the level of service to C at a volume-to-capacity ratio of 0.72. This mitigation measure would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-51; FEIR, p. 2-31.)

Finding: Mitigation Measure 5.10-2 would improve the level of service to C at a volume-to-capacity ratio of 0.72. This mitigation measure would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-51; FEIR, p. 2-31.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-8 Transit System. Public transit is not currently provided to the project site. The project would increase demands for public transit facilities to be provided to the project site. No public transit services are currently proposed as part of the project. However, RT has recently prepared and

adopted the Short Range Transit Plan (SRTP) in December 2012. The SRTP represents RT's plan for transit service over the next ten years and is guided by the RT's Transit Master Plan, the Transit Action Plan, which includes the vision, goals, and strategies for accommodating the long-range transit needs of Sacramento's traveling public. Included in the SRTP are plans for the creation of a Hi-Bus network, which is intended to provide a high quality, high capacity, and high frequency bus service on major arterials, including along S. Watt Avenue and Jackson Road. As such, public transit services are anticipated to be available to the project area within the next ten years. However, because transit services are not currently available, the impact of the project on the transit system is ***potentially significant***. (DEIR, p. 5.10-56; FEIR, pp. 2-31, 2-99.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-8
The project applicant shall coordinate with Regional Transit to provide transit facilities to serve the project area along Jackson Road and / or South Watt Avenue. (DEIR, p. 5.10-59; FEIR, p. 2-31.)

Finding: Mitigation Measure 5.10-8 would reduce the impact of the project to a ***less than significant*** level. (DEIR, p. 5.10-59; FEIR, p. 2-31.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-10 Intersections (Existing Plus No School Alternative) – South Watt Road and Jackson Road. The Existing Plus No School Alternative scenario. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Existing Plus No School Alternative scenario at the following intersection: South Watt Avenue and Jackson Road. Traffic from the alternative would result in LOS E conditions in the p.m. peak hour. This is considered a ***significant impact***. (DEIR, pp. 5.10-59 and 5.10-60; FEIR, pp. 2-31 to 2-32.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-10
South Watt Avenue and Jackson Road - Provide two eastbound lanes through the intersection. The eastbound approach shall consist of a left turn lane, two through lanes, and a right turn lane. This mitigation measure shall be implemented by 95 percent of development as measured by the p.m. peak hour trip generation. This mitigation measure would improve the average intersection delay to 52.7 seconds at an acceptable LOS D. This mitigation measure would

reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-60; FEIR, pp. 2-31 to 2-32.)

Finding: Mitigation Measure 5.10-10 would improve the average intersection delay to 52.7 seconds at an acceptable LOS D. This mitigation measure would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-60; FEIR, pp. 2-31 to 2-32.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-11 Roadway Segments (Existing Plus No School Alternative) – South Watt Avenue from Jackson Road to Fruitridge Road. The Existing Plus No School Alternative would increase traffic volumes on study area roadway segments and would cause significant impacts under the Existing Plus No School Alternative scenario at the following location: South Watt Avenue - Jackson Road to Fruitridge Road. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour, with an increase in the volume-to-capacity ratio of greater than 0.02. This is considered a ***significant*** impact. (DEIR, p. 5.10-60; FEIR, p. 2-32.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-11
South Watt Avenue - Jackson Road to Fruitridge Road – Widen the roadway to four through travel lanes. This mitigation measure shall be implemented by 20 percent of development as measured by daily trip generation. This mitigation measure would improve the level of service to C at a volume-to-capacity ratio of 0.72. This mitigation measure would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-60; FEIR, p. 2-32.)

Finding: Mitigation Measure 5.10-11 would improve the level of service to C at a volume-to-capacity ratio of 0.72. This mitigation measure would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-60; FEIR, p. 2-32.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-17 Transit System (Existing Plus No School Alternative). Public transit is not currently provided to the alternative site. At the time the alternative application was submitted to the City, no plans for the provision of public transit services were proposed. The alternative would increase demands for public transit facilities, none of which are proposed to be provided to the alternative site. RT is currently working in coordination with Sacramento County to develop a long range plan to provide BRT along S. Watt

Avenue and Jackson Road. Therefore, the impact of the alternative on the transit system is ***potentially significant***. (DEIR, p. 5.10-62; FEIR, p. 2-32.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

> 5.10-17
> The alternative applicant shall coordinate with Regional Transit to provide transit facilities to serve the alternative area along Jackson Road and / or South Watt Avenue. This mitigation measure would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-62; FEIR, p. 2-32.)

Finding: Mitigation Measure 5.10-17 would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-62; FEIR, p. 2-32.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-19 Construction Traffic (Existing Plus Project and Existing Plus No School Alternative). Construction will include disruptions to the transportation network near the site, including the possibility of temporary lane closures, street closures, sidewalk closures, and bikeway closures. Pedestrian, bicycle, and transit access may be disrupted. Heavy vehicles will access the site and may need to be staged for construction. These activities could result in degraded roadway operating conditions. Therefore, the impacts are considered **potentially significant**. (DEIR, p. 5.10-62; FEIR, pp. 2-32 to 2-34.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

> 5.10-19
> Prior to beginning of construction, a construction traffic and parking management plan shall be prepared by the applicant to the satisfaction of the City Traffic Engineer and subject to review by all affected agencies. The plan shall ensure that acceptable operating conditions on local roadways and freeway facilities are maintained. At a minimum, the plan shall include:
>
> - The number of truck trips, time, and day of street closures.
> - Time of day of arrival and departure of trucks.
> - Limitations on the size and type of trucks, provision of a staging area with a limitation on the number of trucks that can be waiting.
> - Provision of a truck circulation pattern
> - Provision of driveway access plan so that safe vehicular, pedestrian, and bicycle movements are maintained (e.g., steel plates, minimum distances of open trenches, and private vehicle pick up and drop off areas).
> - Maintain safe and efficient access routes for emergency vehicles.

- Manual traffic control when necessary.
- Proper advance warning and posted signage concerning street closures.
- Provisions for pedestrian safety.

A copy of the construction traffic management plan shall be submitted to local emergency response agencies and these agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct roadways. Implementation of the mitigation measure would reduce this impact to a **less than significant** level. (DEIR, pp. 5.10-61, 5.10-63; FEIR, pp. 2-32 to 2-34, 2-100.)

Finding: Mitigation Measure 5.10-19 would reduce the impact of the project and alternative to a ***less than significant*** level. (DEIR, pp. 5.10-61, 5.10-63; FEIR, pp. 2-32 to 2-34.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-20(c) Intersections (Cumulative Plus Project) – Power Inn Road and 14th Avenue. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Power Inn Road and 14th Avenue. Traffic from the project would result in LOS E conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-72; FEIR, p. 2-35.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-20(c)
Power Inn Road and 14th Avenue – The project applicant shall pay a fair share contribution toward restriping the westbound approach to provide left turn, through, through-right turn, and right turn lanes. This mitigation measure would improve the average intersection delay to 48.6 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, p. 2-35.)

Finding: Mitigation Measure 5.10-20(c) would improve the average intersection delay to 48.6 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a ***less than significant*** level. (DEIR, p. 5.10-91; FEIR, p. 2-35.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-20(d) Intersections (Cumulative Plus Project) – Florin Perkins Road and Folsom Boulevard. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Florin Perkins Road and Folsom Boulevard. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-90; FEIR, pp. 2-36; 2-102.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-20(d)
Florin Perkins Road and Folsom Boulevard – The project applicant shall pay a fair share contribution toward providing a northbound right turn overlap traffic signal phase. This mitigation measure would improve the average intersection delay to 53.6 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, pp. 2-36, 2-102.)

Finding: Mitigation Measure 5.10-20(d) would improve the average intersection delay to 53.6 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a ***less than significant*** level. (DEIR, p. 5.10-91; FEIR, pp. 2-36, 2-102.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-20(e) Intersections (Cumulative Plus Project) – Florin Perkins Road and Kiefer Boulevard. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Florin Perkins Road and Kiefer Boulevard. Traffic from the project would result in LOS F conditions in the p.m. peak hour. This is considered a ***significant*** impact. (DEIR, p. 5.10-90; FEIR, pp. 2-36, 2-102.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-20(e)
Florin Perkins Road and Kiefer Boulevard – This unsignalized intersection experiences extensive delay for the westbound left turn movement. This intersection does meet peak hour traffic signal warrants both with and without the project. The project applicant shall pay a fair share contribution toward providing a traffic signal at this intersection, coordinated with the adjacent light rail crossing and the intersection of Florin Perkins Road and Folsom Boulevard. This mitigation measure would improve the average intersection delay to 33.3

seconds at an acceptable LOS C in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, pp. 2-36, 2-102.)

Finding: Mitigation Measure 5.10-20(e) would improve the average intersection delay to 33.3 seconds at an acceptable LOS C in the p.m. peak hour. This would reduce the impact of the project to a ***less than significant*** level. (DEIR, p. 5.10-91; FEIR, pp. 2-36, 2-102.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

5.10-20(g) Intersections (Cumulative Plus Project) – Jackson Road and 14th Avenue. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Jackson Road and 14th Avenue. Traffic from the project would result in LOS E conditions in the a.m. peak hour with an increase in average delay of greater than 5 seconds. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-90; FEIR, pp. 2-37, 2-102.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-20(g)
Jackson Road and 14th Avenue – The project applicant shall pay a fair share to provide a westbound double right turn lane from Jackson Road (east leg) to Jackson Road (north leg) and to provide a southbound double left turn lane from Jackson Road (north leg) to Jackson Road (east leg). This mitigation measure would improve the average intersection delay to 32.1 seconds at an acceptable LOS C in the a.m. peak hour, and 42.7 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a **less than significant** level. (DEIR, p. 5.10-91; FEIR, pp. 2-37, 2-102.)

Finding: Mitigation Measure 5.10-20(g) would improve the average intersection delay to 32.1 seconds at an acceptable LOS C in the a.m. peak hour, and 42.7 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the project to a ***less than significant*** level. (DEIR, p. 5.10-91; FEIR, pp. 2-37, 2-102.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Impact 5.10-28(b) Intersections (Cumulative Plus No School Alternative) – Power Inn Road and 14th Avenue. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the

Cumulative Plus No School Alternative scenario at the intersection of Power Inn Road and 14th Avenue. Traffic from the alternative would result in LOS E conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-95; FEIR, p. 2-40.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-28(b)
Power Inn Road and 14th Avenue – The alternative applicant shall pay a fair share contribution toward restriping the westbound approach to provide left turn, through, through-right turn, and right turn lanes. This mitigation measure would improve the average intersection delay to 49.2 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-96; FEIR, p. 2-40.)

Finding: Implementation of Mitigation Measure 5.10-28(b) would improve the average intersection delay to 49.2 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-96; FEIR, p. 2-40.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Impact 5.10-28(c) Intersections (Cumulative Plus No School Alternative) – Florin Perkins Road and Folsom Boulevard. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of Florin Perkins Road and Folsom Boulevard. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-96; FEIR, p. 2-40.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-28(c)
Florin Perkins Road and Folsom Boulevard – The alternative applicant shall pay a fair share contribution toward providing a northbound right turn overlap traffic signal phase. This mitigation measure would improve the average intersection delay to 53.7 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-96; FEIR, pp. 2-40.)

Finding: Implementation of Mitigation Measure 5.10-28(c) would improve the

average intersection delay to 53.7 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-96; FEIR, pp. 2-40.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Impact 5.10-28(d) Intersections (Cumulative Plus No School Alternative) – Florin Perkins Road and Kiefer Boulevard. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of Florin Perkins Road and Kiefer Boulevard. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour. This is considered a ***significant*** impact. (DEIR, p. 5.10-96; FEIR, pp. 2-40 to 2-41.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-28(d)
Florin Perkins Road and Kiefer Boulevard – This unsignalized intersection experiences extensive delay for the westbound left turn movement. This intersection does meet peak hour traffic signal warrants both with and without the alternative. The alternative applicant shall pay a fair share contribution toward providing a traffic signal at this intersection, coordinated with the adjacent light rail crossing and the intersection of Florin Perkins Road and Folsom Boulevard. This mitigation measure would improve the average intersection delay to 32.7 seconds at an acceptable LOS C in the p.m. peak hour. This would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-97; FEIR, pp. 2-40 to 2-41.)

Finding: Implementation of Mitigation Measure 5.10-28(d) would improve the average intersection delay to 32.7 seconds at an acceptable LOS C in the p.m. peak hour. This would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-97; FEIR, pp. 2-40 to 2-41.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Impact 5.10-28(f) Intersections (Cumulative Plus No School Alternative) – Jackson Road and 14th Avenue. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of Jackson Road and 14th Avenue. Traffic from the alternative would result in LOS E conditions in the a.m. peak hour with an increase in average delay of greater than 5 seconds. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds.

This is considered a ***significant*** impact. (DEIR, p. 5.10-96; FEIR, p. 2-41.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.10-28(f)
Jackson Road and 14th Avenue – The alternative applicant shall pay a fair share to provide a westbound double right turn lane from Jackson Road (east leg) to Jackson Road (north leg) and to provide a southbound double left turn lane from Jackson Road (north leg) to Jackson Road (east leg). This mitigation measure would improve the average intersection delay to 32.0 seconds at an acceptable LOS C in the a.m. peak hour, and 42.0 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a **less than significant** level. (DEIR, p. 5.10-97; FEIR, p. 2-41.)

Finding: Implementation of Mitigation Measure 5.10-28(f) would improve the average intersection delay to 32.0 seconds at an acceptable LOS C in the a.m. peak hour, and 42.0 seconds at an acceptable LOS D in the p.m. peak hour. This would reduce the impact of the alternative to a ***less than significant*** level. (DEIR, p. 5.10-97; FEIR, p. 2-41.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

Reorganization

6-5 Impacts to the Sacramento Department of Parks and Recreation. The annexation portion of the proposed project site, which is part of the larger Aspen 1-New Brighton project, would require detachment from the Cordova Recreation and Park District and would be served by the City of Sacramento Department of Parks and Recreation. This detachment and annexation would not have direct or indirect physical environmental impacts and would be processed as a separate entitlement in the future. The introduction of new residents to the project area could cause or accelerate the physical deterioration of existing parks or recreational facilities; however, implementation of the proposed project would include the construction of new parks and recreational facilities, which would result in new residents utilizing the newly-developed recreational facilities in the community. Based on the park dedication factors within the City of Sacramento Code, Chapter 16 (0.0149 for single-family residential units and 0.0088 for multi-family residential units), the project would be required to provide 14.95 acres of parkland. The proposed project would include an urban farm with community gardens, a community serving park, a neighborhood serving park, two mini-parks, medians and promenades, and various open space areas. The project would provide a total of 14.5 acres of public park and recreational areas that are eligible for Quimby Credit. Pursuant to Chapter 18.44 of the Sacramento City Code, the project applicant would also be required to pay the appropriate park

development impact fees for the project. Because the project would include the dedication of 14.5 acres of parkland, which would be less than the 14.95 acres required by the City, the project would result in a ***potentially significant*** impact related to creating a need for construction or expansion of recreational facilities beyond what was anticipated in the General Plan. (DEIR, p. 6-23; FEIR, p. 2-45.)

Mitigation Measure (from MMP): The following mitigation measure(s) has been adopted to address this impact:

5.8-1
Prior to recording the final map, the plans shall show a calculation of the final park acreage to be provided as part of the project in relation to the park acreage that is required to be dedicated. The improvement plans shall be submitted for the review and approval of the City Planning Department. If the project does not include the required acreage, the project applicant shall pay an in-lieu fee to the City or enter into a private recreational facilities agreement for future improvements to serve residents. (DEIR, p. 5.8-19; FEIR, p. 2-29.)

Finding: Implementation of the mitigation measure 5.8-1 (which requires that the project applicant demonstrate that the required park acreage is provided, pay an in-lieu fee to the City, or enter into a private recreational facilities agreement for future improvements to serve resident) would reduce the above impact to a *less than significant* level. (DEIR, p. 6-23; FEIR, p. 2-45.)

With implementation of the mitigation measure(s), this impact is reduced to a *less than significant* level

B. Significant and Unavoidable Impacts.

The following significant and potentially significant environmental impacts of the Project, including cumulative impacts, are unavoidable and cannot be mitigated in a manner that would substantially lessen the significant impact. Notwithstanding disclosure of these impacts, the City Council elects to approve the Project due to overriding considerations as set forth below in Section G, the statement of overriding considerations.

Air Quality and Climate Change

5.1-2 Impacts related to an increase in PM10 and PM2.5 concentrations during construction. During the first two years of construction of the project, mass grading activities would actively disturb more than 15 acres per day. SMAQMD's CEQA guidance requires that dispersion modeling be used to determine if the project would result in ambient PM_{10} concentrations that exceed 2.5 µg/m^3 (which equals five percent of the State 24-hour PM_{10} standard of 50 µg/m^3) averaged over 24 hours at nearby sensitive receptors. Ambient PM10 concentrations were

estimated using the AERMOD model with meteorological data supplied by SMAQMD. The modeling results indicated that even with implementation of the basic and enhanced fugitive PM10 dust and exhaust control practices identified in Impact 5.1-1 above, construction of the project would result in PM_{10} concentrations that exceed 2.5 µg/m^3. Consequently, during the first two years of construction, the project would have ***significant*** impacts related to PM_{10} and $PM_{2.5}$. (DEIR, p. 5.1-25; FEIR, pp. 2-9 to 2-11.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.1-2(a)
Prior to the issuance of a grading permit, the applicant shall incorporate the following mitigation measures into the construction contract documents, which shall be submitted for review and approval by the City Engineer:

- Water all exposed surfaces with adequate frequency for continued moist soil. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads. However, do not overwater to the extent that sediment flows off the site;
- Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered;
- Use wheel washers for all exiting trucks, or wash off all trucks and equipment when leaving the site.
- Treat site accesses to a distance of 100 feet from the paved road edge with a 6 to 12 inch layer of wood chips, mulch, or gravel to reduce generation of road dust and road dust carryout onto public roads.
- Use wet power vacuum street sweepers to remove any visible trackout mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited;
- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph);
- Suspend excavation, grading, and/or demolition activity within wind speeds exceed 20 mph.
- All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action with 48 hours. The phone number of the District shall also be visible to ensure compliance.

5.1-2(b)
During construction, the project contractor shall ensure that emissions from all off-road diesel powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment

found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and the City of Sacramento shall be notified within 48 hours of identification of non-compliant equipment.

In addition, the project contractor shall conduct a visual survey of all in-operation equipment at least weekly. A monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supersede other SMAQMD or State rules or regulations.

(DEIR, pp. 5.1-23 to 5.1-25; FEIR, pp. 2-9 to 2-11, 2-70 to 2-71.)

Finding: Implementation of Mitigation Measures 5.1-2(a) and 5.1-2(b) would reduce the project's emissions of PM_{10} and $PM_{2.5}$; however, the emissions would still exceed the significance threshold and the impact would remain *significant and unavoidable*. (DEIR, p. 5.1-25; FEIR, pp. 2-9 to 2-11, 2-70 to 2-71.)

For these reasons, the impact remains *significant and unavoidable*.

5.1-5 Impacts related to an increase in ROG and NOX emissions during project operation. For project buildout conditions (2020) and project cumulative conditions (2030) with and without the elementary school, unmitigated ROG emissions would exceed SMAQMD's significance threshold of 65 ppd, but NO_X emissions would be less than SMAQMD's significance threshold. In compliance with both the 2030 General Plan policies and SMAQMD regulations, the proposed project has developed an AQMP to define the processes by which emissions of ROG would be reduced by 15 percent or more. The AQMP includes design features that would reduce ROG and NO_X emissions by 38.3 percent. Unmitigated NO_X emissions are already below the District's 65 ppd emissions threshold with or without the elementary school; therefore, the design features would further reduce NO_x emissions below the threshold of 65 ppd. However, reducing the ROG emissions by 38.3 percent does not reduce ROG emissions to below the threshold of 65 ppd (See DEIR Tables 5.1-7 and 5.1-8). Even after applying mitigation measures, the project's emissions would still exceed SMAQMD's ROG significance threshold, and the project's impact would be ***significant***. (DEIR, pp. 5.1-27 to 5.1-29; FEIR, pp. 2-12 to 2-13, 2-72.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.1-5

Prior to final map approval, the final map shall include implementation of the following mitigation measures, which are detailed within the AQMP for the proposed project, for review and approval by the Planning Department:

- Incorporation of non-residential bike parking;
- Incorporation of non-residential "end of trip" facilities (showers, lockers);
- Incorporation of long term bike parking at apartments and condominiums;
- Location of the project within ½ mile of Class 1 or 2 bike lane;
- Incorporation of a pedestrian network;
- Removal of pedestrian barriers;
- Incorporation of a bus shelter for planned transit service;
- Incorporation of traffic calming measures;
- Incorporation of a pedestrian pathway through parking;
- Incorporation of off-street parking;
- Orientation toward planning transit, bike, pedestrian corridors;
- Inclusion of high-density residential development;
- Incorporation of multiple and direct street routing;
- Inclusion of a mixed-use component;
- Prohibition of fireplaces and wood stoves;
- Provision of shade and/or use of light-colored/high-albedo materials for at least 30 percent of the site's non-roof impervious surfaces;
- Inclusion of permanent TMA membership and funding requirement;
- Incorporation of walkable communities;
- Incorporation of a transit corridor;
- Incorporation of an urban farm; and
- Incorporation of an urban forest.

(DEIR, pp. 5.1-28 and 5.1-29; FEIR, pp. 2-12 to 2-13, 2-72.)

Finding: Implementation of the Mitigation Measure 5.1-5, which requires compliance with the project's AQMP, would reduce the project's ROG and NOX emissions; however, ROG emissions would still exceed the significance threshold and the impact would remain *significant and unavoidable*. (DEIR, p. 5.1-28; FEIR, pp. 2-12 to 2-13, 2-72.)

For these reasons, the impact remains *significant and unavoidable*.

5.1-7 Impacts related to the creation of objectionable odors. Implementation of the proposed project would expose new residents to existing odor sources. Five potential odor sources in the vicinity of the project site could potentially affect the project's residents:

- Teichert's Perkins plant, located at 8760 Kiefer Boulevard, just north of the project;
- The Florin Perkins Landfill, located at 4201 Florin-Perkins Road, just west of the project;

- The L and D Landfill, located at 8635 Fruitridge Road, southwest of the project;
- The 23rd Avenue/Warehouse Way Industrial area, located southwest of the project; and
- On-site urban farm.

Given the uncertainty related to the potential generation of objectionable odors associated with the proposed urban farm and the consideration that feasible mitigation measures are not available to reduce these odor impacts associated with the 23rd Avenue/Warehouse Way Industrial Area and the L and D Landfill, so long as it continues to operate. Consequently, the proposed project would have a ***significant and unavoidable*** impact. (DEIR, pp. 5.1-29 to 5.1-32; FEIR, pp. 2-13; 2-72 to 2-74.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.1-7
All prospective residents of residences located within the project site shall be provided statements disclosing that operations at the Florin Perkins Landfill, L and D Landfill, and transfer station have the potential to emit objectionable odors, and produce noise, vibration, dust, and litter.
(FEIR, pp. 2-13, 2-74.)

Finding: Implementation of Mitigation Measure 5.1-7, which requires written notification to potential homebuyers, would increase awareness of odors near the project site, but would not reduce the impact to a less-than-significant level. Therefore, the impact would remain *significant and unavoidable*. (FEIR, p. 2-74.)

For these reasons, the impact remains *significant and unavoidable*.

5.1-9 Cumulative impacts related to an increase in ROG and NO_X emissions during project operation. The proposed project would result in a net increase in ROG and NO_X emissions. As with project-level impacts related to an increase in ROG and NO_X emissions during project operation, the project's cumulative ROG emissions would exceed the SMAQMD's significance thresholds (See Table 5.1-8), which the SMAQMD uses to evaluate both project-level and cumulative impacts. Therefore, the project's impact would be **significant**. (DEIR, p. 5.1-35; FEIR, p. 2-13.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.1-5
Prior to final map approval, the final map shall include implementation of the following mitigation measures, which are detailed within the AQMP for the proposed project, for review and approval by the Planning Department:

- Incorporation of non-residential bike parking;
- Incorporation of non-residential "end of trip" facilities (showers, lockers);
- Incorporation of long term bike parking at apartments and condominiums;
- Location of the project within ½ mile of Class 1 or 2 bike lane;
- Incorporation of a pedestrian network;
- Removal of pedestrian barriers;
- Incorporation of a bus shelter for planned transit service;
- Incorporation of traffic calming measures;
- Incorporation of a pedestrian pathway through parking;
- Incorporation of off-street parking;
- Orientation toward planning transit, bike, pedestrian corridors;
- Inclusion of high-density residential development;
- Incorporation of multiple and direct street routing;
- Inclusion of a mixed-use component;
- Prohibition of fireplaces and wood stoves;
- Provision of shade and/or use of light-colored/high-albedo materials for at least 30 percent of the site's non-roof impervious surfaces;
- Inclusion of permanent TMA membership and funding requirement;
- Incorporation of walkable communities;
- Incorporation of a transit corridor;
- Incorporation of an urban farm; and
- Incorporation of an urban forest.

(DEIR, pp. 5.1-28 and 5.1-29; FEIR, pp. 2-12-2-13, 2-72.)

Finding: Compliance with the project's AQMP would reduce the project's ROG and NO_X emissions; however, ROG emissions would still exceed the significance threshold and the cumulative impact would remain *significant and unavoidable*. (DEIR, p. 5.1-35.)

For these reasons, the impact remains *significant and unavoidable*.

<u>Hydrology, Water Quality, and Drainage</u>

5.6-5 Impacts related to off-site improvements associated with removal of proposed project site from a FEMA SFHA. Implementation of Mitigation Measure 5.6-4, which would result in the removal of the site from an SFHA prior to development, may result in physical effects on the environment. Potential means for removing the project site from a SFHA may include, but are not limited to, the following:

- Hydrology analysis that demonstrates that flows from Morrison Creek would not flood the project site (e.g., validation that the volume of water expected within Morrison Creek during an 100-year storm event would not be sufficient to reach the project site);
- Eliminate or control connections between mined areas and Morrison Creek (i.e., closure of tunnels);

- Control flows of Morrison Creek upstream during storm events in order to eliminate over-topping and potential bank failure;
- Construction of levees and/or other engineering methods deemed appropriate to meet flood protection standards; and/or
- Certify the newly constructed channel sections along the Morrison Creek levee.

Construction related to new levees or levee improvements could require substantial offsite ground disturbing activities within Sacramento County. Such ground disturbing activities could potentially result in environmental impacts such as the following: air quality impacts related to fugitive dust emissions, exhaust emissions from heavy-duty equipment and vehicles, and objectionable odors from diesel-fueled equipment and vehicles; biological impacts related to effects on species or habitats in the area and compliance with local plans and ordinances; noise impacts related to ground vibration and exposure of people to substantial noise levels from equipment; erosion and stormwater runoff; and/or disturbance or destruction of previously unknown cultural resources. Similar potential impacts could result from closure of the tunnel connections between mines areas and Morrison Creek, as well as various other engineering methods for flood protection. Consequently, removal of the project site from a FEMA SFHA could result in adverse physical affects to the environment. Therefore, the required off-site improvements within Sacramento County associated with removal of the proposed project site from a FEMA SFHA would potentially result in ***significant*** environmental impacts. (DEIR, pp. 5.6-35 and 5.6-36; FEIR, pp. 2-24.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

None feasible. (DEIR, p. 5.6-36; FEIR, pp. 2-24.)

Finding: The specific projects required in order to remove the site from a FEMA SFHA have not been identified at this time. Therefore, certainty cannot be given that the environmental effects of such projects would be less-than-significant. As a result, the impact would remain *significant and unavoidable.* (DEIR, p. 5.6-36; FEIR, pp. 2-24.)

For these reasons, the impact remains *significant and unavoidable*.

<u>Transportation and Circulation</u>

5.10-1(a) Intersections (Existing Plus Project) – South Watt Avenue and Folsom Boulevard. The project would increase traffic volumes at study area intersections and would cause significant impacts under the existing plus project scenario at the intersection of South Watt Avenue and Folsom Boulevard. At 75 percent of development (as measured by the p.m. peak hour trip generation) traffic from the project would result in LOS F conditions in the p.m. peak hour at

this intersection. This is considered a ***significant impact*.** (DEIR, p. 5.10-43; FEIR, p. 2-30.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-1(a)
South Watt Avenue and Folsom Boulevard – This intersection is located in the Folsom Boulevard corridor. The Sacramento County General Plan acceptable level of service is LOS E at this location. Adding a third southbound left turn would mitigate the impact to a less than significant, but it is considered not feasible since it will require additional right of way, which is beyond the control of the applicant.

Due to the recently constructed intersection improvements and built-up nature of this intersection, no short-term intersection improvements are identified. An urban interchange is included at this location in the 2035 Metropolitan Transportation Plan (MTP) for implementation in 2030. The applicant shall be required to pay a fair share contribution toward construction of the high capacity intersection.

As no feasible mitigation measure has been identified at the subject intersection, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-43; FEIR, pp. 2-30, 2-92.)

Finding: Adding a third southbound left turn would mitigate the impact to a less than significant, but it is considered not feasible since it will require additional right of way, which is beyond the control of the applicant. Due to the recently constructed intersection improvements and built-up nature of this intersection, no short-term intersection improvements are identified. As no feasible mitigation measure has been identified at the subject intersection, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-43; FEIR, pp. 2-30, 2-92.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-20(a) Intersections (Cumulative Plus Project) – South Watt Avenue and Jackson Road. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of South Watt Avenue and Jackson Road. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, pp. 5.10-72, 5.10-90; FEIR, p. 2-34.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-20(a)
South Watt Avenue and Jackson Road – This impact could be mitigated by implementing a westbound double right turn lane. This mitigation measure would improve the average intersection delay to 120.4 seconds at LOS F in the p.m. peak hour. Adding the second westbound right turn lane would create a secondary impact to the adjacent property through the acquisition of additional right of way; this right of way is currently unavailable.

The approved Sacramento County General Plan Update includes a high capacity intersection at this location. The project applicant shall contribute a fair share to the implementation of the high capacity intersection at this location. The improvements could include a grade separated depressed free westbound right turn movement and a triple southbound left turn movement. A pedestrian overcrossing above the grade separated depressed westbound right turn at the northeast corner of the intersection would be required. However, as the design details and funding mechanism for this high capacity intersection are not complete, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-90; FEIR, p. 2-34.)

Finding: Adding the second westbound right turn lane would create a secondary impact to the adjacent property through the acquisition of additional right of way; this right of way is currently unavailable. The approved Sacramento County General Plan Update includes a high capacity intersection at this location. The project applicant shall contribute a fair share to the implementation of the high capacity intersection at this location. The improvements could include a grade separated depressed free westbound right turn movement and a triple southbound left turn movement. A pedestrian overcrossing above the grade separated depressed westbound right turn at the northeast corner of the intersection would be required. However, as the design details and funding mechanism for this high capacity intersection are not complete, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-90; FEIR, p. 2-34.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-20(b) Intersections (Cumulative Plus Project) – Howe Avenue / Power Inn Road and Folsom Boulevard. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Howe Avenue / Power Inn Road and Folsom Boulevard. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-72; FEIR, pp. 2-34 to 2-35.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-20(b)

Howe Avenue / Power Inn Road and Folsom Boulevard – Due to the built-up nature of this intersection, no feasible intersection improvements are identified.

This intersection is located in the Folsom Boulevard corridor. The City of Sacramento 2030 General Plan level of service policy permits impacts at this location to be mitigated by "improvements to other parts of the city wide transportation system in order to improve transportation-system-wide roadway capacity, to make intersection improvements, or to enhance non-auto travel modes in furtherance of the General Plan goals. The improvements would be required within the project site vicinity or within the area affected by the project's vehicular traffic impacts. With the provision of such other transportation infrastructure improvements, the project would not be required to provide any mitigation for vehicular traffic impacts to the listed road segment in order to conform to the General Plan.

As no feasible mitigation measure has been identified at the subject intersection, and no alternative mitigation measure in accordance with General Plan policy has been identified, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-90; FEIR, pp. 2-34 to 2-35.)

Finding: As no feasible mitigation measure has been identified at the subject intersection, and no alternative mitigation measure in accordance with General Plan policy has been identified, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-90; FEIR, pp. 2-34 to 2-35.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-20(f) Intersections (Cumulative Plus Project) – Watt Avenue and US 50 Westbound Ramps. The project would increase traffic volumes at study area intersections and would cause significant impacts under the cumulative with project scenario at the intersection of Watt Avenue and US 50 Westbound Ramps. Traffic from the project would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-90; FEIR, pp. 2-36 to 2-37, 2-102.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-20(f)
Watt Avenue and US 50 Westbound Ramps – The cumulative analysis assumes implementation of the future interchange improvement. No additional feasible mitigation measure has been identified. The impacts of the project on this intersection remain **significant and unavoidable**. (DEIR, p. 5.10-91; FEIR, pp. 2-36 to 2-37, 2-102.)

Finding: The cumulative analysis assumes implementation of the future interchange improvement. No additional feasible mitigation measure has been identified. The impacts of the project on this intersection remain ***significant and unavoidable***. (DEIR, p. 5.10-91; FEIR, pp. 2-36 to 2-37, 2-102.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-21(a) Roadway Segments (Cumulative Plus Project) – South Watt Avenue from Jackson Road to Fruitridge Road. The project would increase traffic volumes on study area roadway segments and would cause significant impacts under the cumulative with project scenario on South Watt Avenue from Jackson Road to Fruitridge Road. Traffic from the project would result in LOS E conditions on this segment. This is considered a ***significant*** impact. (DEIR, p. 5.10-92; FEIR, p. 2-37.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-21(a)
South Watt Avenue - Jackson Road to Fruitridge Road –No feasible mitigation measure has been identified. The roadway is assumed at its maximum number of six lanes per the City of Sacramento 2030 General Plan and Sacramento County proposed 2030 General Plan Update. Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The impacts of the project on this segment remain **significant and unavoidable**. (DEIR, p. 5.10-92; FEIR, p. 2-37.)

Finding: No feasible mitigation measure has been identified. The roadway is assumed at its maximum number of six lanes per the City of Sacramento 2030 General Plan and Sacramento County proposed 2030 General Plan Update. Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The impacts of the project on this segment remain ***significant and unavoidable***. (DEIR, p. 5.10-92; FEIR, p. 2-37.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-21(b) Roadway Segments (Cumulative Plus Project) – Jackson Road from 14th Avenue to South Watt Avenue. The project would increase traffic volumes on study area roadway segments and would cause significant impacts under the cumulative with project scenario on Jackson Road from 14th Avenue to South Watt Avenue. Traffic from the project would result in LOS F conditions with an increase in volume-to-capacity ratio of greater than 0.02 on this segment. This is considered a ***significant*** impact. (DEIR, p. 5.10-92; FEIR, pp. 2-37 to 2-38.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-21(b)
Jackson Road - 14th Avenue to South Watt Avenue – This roadway segment has been assumed to be four lanes wide (City of Sacramento 2030 General Plan). Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The widening will be considered in the State Route 16 (Jackson Road) Corridor Study that will identify future right-of-way requirements. The impacts of the project on this segment remain **significant and unavoidable**. (DEIR, p. 5.10-92; FEIR, pp. 2-37 to 2-38.)

Finding: Jackson Road - 14th Avenue to South Watt Avenue – This roadway segment has been assumed to be four lanes wide (City of Sacramento 2030 General Plan). Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The widening will be considered in the State Route 16 (Jackson Road) Corridor Study that will identify future right-of-way requirements. The impacts of the project on this segment remain ***significant and unavoidable***. (DEIR, p. 5.10-92; FEIR, pp. 2-37 to 2-38.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-22 Freeway Mainline (Cumulative Plus Project). The project would increase traffic volumes on the freeway mainline. The following freeway mainline segments, operating at LOS F without the project, would experience an increase in traffic volumes:

- Eastbound US 50 - 65th Street to Howe Avenue - a.m. peak hour
- Eastbound US 50 - Watt Avenue to Bradshaw Road - a.m. and p.m. peak hours
- Westbound US 50 - Bradshaw Road to Watt Avenue - p.m. peak hour
- Westbound US 50 - Howe Avenue to 65th Street - a.m. peak hour

During peak hours, LOS F operating conditions would degrade on these US 50 segments. This is considered a ***significant*** impact. (DEIR, p. 5.10-92; FEIR, p. 2-38, 2-110.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-22
At the time of building permits, the applicant shall pay fair share contribution

toward the development of the high occupancy vehicles (HOV) lanes on US-50 from Watt Ave to Howe Ave. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-94; FEIR, p. 2-38, 2-110.)

Finding: Paying a fair share contribution toward the development of the high occupancy vehicles (HOV) lanes on US-50 between from Watt Avenue to Howe Avenue is considered a feasible mitigation measure but will not bring the impact to less than significant. It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain ***significant and unavoidable***. (FEIR, p. 2-38, 2-110.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-23 Freeway Ramp Junctions (Cumulative Plus Project). The project would increase traffic volumes at freeway ramp junctions. The following freeway ramp junctions, operating at LOS F without the project, would experience an increase in traffic volumes:

- Eastbound US 50 - 65th Street Exit - a.m. and p.m. peak hours
- Eastbound US 50 - 65th Street Loop Entrance - a.m. peak hour
- Eastbound US 50 - Watt Avenue Slip Entrance - a.m. and p.m. peak hours
- Westbound US 50 - Watt Avenue Exit - p.m. peak hour
- Westbound US 50 - 65th Street Slip Entrance - a.m. peak hour

During peak hours, LOS F operating conditions would degrade at these US 50 ramp junctions. This is considered a ***significant*** impact. (DEIR, p. 5.10-94; FEIR, pp. 2-38 to 2-39.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-23
Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-94; FEIR, pp. 2-38 to 2-39, 2-110.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain ***significant and unavoidable***. (DEIR, p. 5.10-94; FEIR, pp. 2-38 to 2-39, 2-110.)

For these reasons, the impact remains *significant and unavoidable*.

Impact 5.10-25 Freeway Ramp Queuing (Cumulative Plus Project). The project would increase traffic volumes on the freeway ramps. At both eastbound and westbound exit ramps to Howe Avenue, the expected queues would increase and would exceed the available storage space during peak periods. This is considered a ***significant*** impact. (DEIR, p. 5.10-94; FEIR, pp. 2-39, 2-110.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-25
Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-95; FEIR, pp. 2-39, 2-110.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain ***significant and unavoidable***. (DEIR, p. 5.10-95; FEIR, pp. 2-39, 2-110.)

For these reasons, the impact remains *significant and unavoidable*.

Impact 5.10-28(a) Intersections (Cumulative Plus No School Alternative) – South Watt Avenue and Jackson Road. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of South Watt Avenue and Jackson Road. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-95; FEIR, pp. 2-39, 2-40.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-28(a)
South Watt Avenue and Jackson Road – This impact could be mitigated by implementing a westbound double right turn lane. This mitigation measure would improve the average intersection delay to 120.9 seconds at LOS F in the p.m. peak hour. Adding the second westbound right turn lane would create a secondary impact to the adjacent property through the acquisition of additional right of way; this right of way is currently unavailable.

The approved Sacramento County General Plan Update includes a high capacity intersection at this location. The alternative applicant shall contribute a fair share to the implementation of the high capacity intersection at this location. The improvements could include a grade separated depressed free westbound right

turn movement and a triple southbound left turn movement. A pedestrian overcrossing above the grade separated depressed westbound right turn at the northeast corner of the intersection would be required. However, as the design details and funding mechanism for this high capacity intersection are not complete, this impact remains **significant and unavoidable**. (DEIR, p. 5.10-96; FEIR, pp. 2-39, 2-40.)

Finding: Adding the second westbound right turn lane would create a secondary impact to the adjacent property through the acquisition of additional right of way; this right of way is currently unavailable. Also, as the design details and funding mechanism for this high capacity intersection are not complete, this impact remains ***significant and unavoidable***. (DEIR, p. 5.10-96; FEIR, pp. 2-39, 2-40.)

For these reasons, the impact remains *significant and unavoidable*.

Impact 5.10-28(e) Intersections (Cumulative Plus No School Alternative) – Watt Avenue and US 50 Westbound Ramps. The alternative would increase traffic volumes at study area intersections and would cause significant impacts under the Cumulative Plus No School Alternative scenario at the intersection of Watt Avenue and US 50 Westbound Ramps. Traffic from the alternative would result in LOS F conditions in the p.m. peak hour with an increase in average delay of greater than 5 seconds. This is considered a ***significant*** impact. (DEIR, p. 5.10-96; FEIR, p. 2-41.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-28(e)
Watt Avenue and US 50 Westbound Ramps – The cumulative analysis assumes implementation of the future interchange improvement. No additional feasible mitigation measure has been identified. The impacts of the alternative on this intersection remain **significant and unavoidable**. (DEIR, p. 5.10-96; FEIR, p. 2-41.)

Finding: The cumulative analysis assumes implementation of the future interchange improvement. No additional feasible mitigation measure has been identified. The impacts of the alternative on this intersection remain ***significant and unavoidable***. (DEIR, p. 5.10-96; FEIR, p. 2-41.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-29(a) Roadway Segments (Cumulative Plus No School Alternative) - South Watt Avenue from Jackson Road to Fruitridge Road. The alternative would increase traffic volumes on study area roadway segments and would cause significant impacts under the Cumulative Plus No School Alternative scenario at South Watt Avenue from Jackson Road to Fruitridge Road. Traffic from the

alternative would result in LOS E conditions. This is considered a ***significant*** impact. (DEIR, p. 5.10-97; FEIR, pp. 2-41 to 2-42.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-29(a)
South Watt Avenue - Jackson Road to Fruitridge Road –No feasible mitigation measure has been identified. The roadway is assumed at its maximum number of six lanes per the City of Sacramento 2030 General Plan and Sacramento County 2030 General Plan Update. Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The impacts of the alternative on this segment remain **significant and unavoidable**. (DEIR, p. 5.19-97; FEIR, pp. 2-41 to 2-42.)

Finding: No feasible mitigation measure has been identified. The roadway is assumed at its maximum number of six lanes per the City of Sacramento 2030 General Plan and Sacramento County 2030 General Plan Update. Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The impacts of the alternative on this segment remain ***significant and unavoidable***. (DEIR, p. 5.19-97; FEIR, pp. 2-41 to 2-42.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-29(b) Roadway Segments (Cumulative Plus No School Alternative) - Jackson Road from 14th Avenue to South Watt Avenue. The alternative would increase traffic volumes on study area roadway segments and would cause significant impacts under the Cumulative Plus No School Alternative scenario at Jackson Road from 14th Avenue to South Watt Avenue. Traffic from the alternative would result in LOS F conditions with an increase in volume-to-capacity ratio of greater than 0.02. This is considered a ***significant*** impact. (DEIR, p. 5.10-97; FEIR, p. 2-42.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-29(b)
Jackson Road - 14th Avenue to South Watt Avenue – This roadway segment has been assumed to be four lanes wide (City of Sacramento 2030 General Plan). Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The widening will be considered in the State Route 16 (Jackson Road) Corridor Study that will identify future right-of-way requirements. The impacts of the alternative on this segment remain **significant and unavoidable**. (DEIR, p.

5.10-98; FEIR, p. 2-42.)

Finding: This roadway segment has been assumed to be four lanes wide (City of Sacramento 2030 General Plan). Further widening would not be consistent with City of Sacramento General Plan goals and objectives to create pedestrian-friendly streets and Smart Growth Policies. The widening will be considered in the State Route 16 (Jackson Road) Corridor Study that will identify future right-of-way requirements. The impacts of the alternative on this segment remain ***significant and unavoidable***. (DEIR, p. 5.10-98; FEIR, p. 2-42.)

For these reasons, the impact remains *significant and unavoidable*.

5.10-30 Freeway Mainline (Cumulative Plus No School Alternative). The alternative would increase traffic volumes on the freeway mainline. The following freeway mainline segments, operating at LOS F without the alternative, would experience an increase in traffic volumes:

- Eastbound US 50 - 65th Street to Howe Avenue - a.m. and p.m. peak hours
- Eastbound US 50 - Watt Avenue to Bradshaw Road - a.m. peak hour
- Westbound US 50 - Bradshaw Road to Watt Avenue - p.m. peak hour
- Westbound US 50 - Howe Avenue to 65th Street - a.m. peak hour

During peak hours, LOS F operating conditions would degrade on these US 50 segments. This is considered a ***significant*** impact. (DEIR, p. 5.10-98; FEIR, p. 2-42.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-30
Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-98; FEIR, pp. 2-42, 2-110.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain ***significant and unavoidable***. (DEIR, p. 5.10-98; FEIR, pp. 2-42, 2-110.)
For these reasons, the impact remains *significant and unavoidable*.

5.10-31 Freeway Ramp Junctions (Cumulative Plus No School Alternative). The alternative would increase traffic volumes at freeway ramp junctions. The following freeway ramp junctions, operating at LOS F without the alternative,

would experience an increase in traffic volumes:

- Eastbound US 50 - 65th Street Exit - a.m. and p.m. peak hours
- Eastbound US 50 - 65th Street Loop Entrance - a.m. peak hour
- Eastbound US 50 - Watt Avenue Slip Entrance - a.m. and p.m. peak hours
- Westbound US 50 - Watt Avenue Exit - p.m. peak hour
- Westbound US 50 - 65th Street Slip Entrance - a.m. peak hour

During peak hours, LOS F operating conditions would degrade at these US 50 ramp junctions. This is considered a ***significant*** impact. (DEIR, p. 5.10-98; FEIR, pp. 2-42 to 2-43.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-31
Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-99; FEIR, pp. 2-42 to 2-43, 2-111.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain ***significant and unavoidable***. (DEIR, p. 5.10-99; FEIR, pp. 2-42 to 2-43, 2-111.)

For these reasons, the impact remains *significant and unavoidable*.

Impact 5.10-33 Freeway Ramp Queuing (Cumulative Plus No School Alternative). The alternative would increase traffic volumes on the freeway ramps. At both eastbound and westbound exit ramps to Howe Avenue, the expected queues would increase and would exceed the available storage space during peak periods. This is considered a ***significant*** impact. (DEIR, p. 5.10-99; FEIR, p. 2-43.)

Mitigation Measure (From MMP): The following mitigation measure(s) has been adopted to address this impact to the extent feasible:

5.10-33
Implement Mitigation Measure 5.10-22. However, it cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this impact would remain **significant and unavoidable**. (DEIR, p. 5.10-99; FEIR, pp. 2-43, 2-111.)

Finding: It cannot be guaranteed that the HOV lanes project on US-50 would be constructed prior to the build out of the project, therefore, for purposes of CEQA, this

impact would remain ***significant and unavoidable***. (DEIR, p. 5.10-99; FEIR, pp. 2-43, 2-111.)

For these reasons, the impact remains *significant and unavoidable*.

C. Findings Related to the Relationship Between Local Short-term Uses of the Environment and Maintenance and Enhancement of Long-term Productivity.

Based on the EIR and the entire record before the City Council, the City Council makes the following findings with respect to the project's balancing of local short term uses of the environment and the maintenance of long term productivity:

- As the Project is implemented, certain impacts would occur on a short-term level. Such short-term impacts are discussed above. Where feasible, mitigation measures have been incorporated into the Project to mitigate these potential impacts.

- The Project would result in the long-term commitment of resources to develop and operate the Project, including water, natural gas, fossil fuels, and electricity. However, mitigation measures have been incorporated into the Project to ensure that the amount and rate of consumption of these resources would not result in the unnecessary, inefficient, or wasteful use of resources. Moreover, the Project would comply with the Climate Action Plan. (DEIR, pp. 5.1-35 to 5.1-38.)

Although there are short-term and long-term adverse impacts from the Project, the short-term and long-term benefits of the project, as discussed below, justify implementation.

D. Project Alternatives.

The City Council has considered the Project alternatives presented and analyzed in the Final EIR and presented during the comment period and public hearing process. Some of these alternatives have the potential to avoid or reduce certain significant or potentially significant environmental impacts, as set forth below. The City Council finds, based on specific economic, legal, social, technological, or other considerations, that these alternatives are infeasible. Each alternative and the facts supporting the finding of infeasibility of each alternative are set forth below.

<u>Alternatives Considered and Dismissed from Further Consideration</u>

On-Site Detention Alternative

The On-Site Detention Alternative would include the development of an on-site detention basin. The detention basin would replace the Urban Farm portion of the site. Similar to the proposed project, the On-Site Detention Alternative would include 59.1 net

acres of land designated Low Density Residential located in the northwest, center, and southeast portions of the project site, as well as 8.8 net acres to facilitate the development of an elementary school. In addition, 15.1 net acres of land designated High Density Residential and 13.5 net acres of land designated Residential Mixed Use would be located in the central and southern portions of the project site. The project would include the following additional uses: 10.8 net acres of land designated Commercial located in the northeast portion of the site; 14.5 net acres of land designated Parks in three separate areas throughout the project site; 28.5 net acres of land designated Open Space/Medians located throughout the project site; and 23.8 net acres of land designated Urban Farm in the southwest portion of the project site. It should be noted that 32.3 acres of land designated Open Space/Park in the southwest portion of the project site would serve as an on-site detention basin. Similar to the proposed project, the On-Site Detention Alternative would require a rezone of the site from Heavy Industrial (M-2S and M-2S-R) to commercial and residential Special Planning District and Planned Unit Development. (DEIR, pp. 8-3, 8-4; FEIR, p. 2-120.)

It should be noted that, by definition, CEQA states that an alternative should avoid or substantially lessen one or more of the environmental effects of the project. The On-Site Detention Alternative would encompass the same amount of acreage, commercial square-footage, and a similar amount of residential units as the proposed project. Although potential impacts related to utilizing an off-site basin and conveyance infrastructure (as with the proposed project) would not occur under this alternative, such impacts were already determined to be less than significant, with implementation of mitigation measures where necessary. Thus, the On-Site Detention Alternative would likely result in similar impacts related to hydrology, water quality, and drainage as the proposed project. Consequently, the Alternative would result in overall similar impacts and would not be expected to reduce any significant impacts as compared to the proposed project. As a result, the On-Site Detention Alternative would not be considered an environmentally feasible alternative that would meet the requirements of CEQA. (DEIR, p. 8-4.)

Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative

Under the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative, the 202.8-acre site would be build out pursuant to the existing General Plan land use designations of Suburban Center and Traditional Neighborhood Medium Density (See Table 8-1). It should be noted that the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative would not include reorganization (annexation and related detachments) of the 29.5-acre Special Study Area west of South Watt Avenue. Similar to the proposed project, the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative would require a rezone to be consistent with the existing General Plan land use designations. The site is currently zoned Heavy Industrial (M-2S and M-2S-R), which allows for the “manufacturer or treatment of goods from raw materials” and continued mining operations. (DEIR, p. 8-4; FEIR, p. 2-120.)

Buildout of the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative would still result in development of the project area, but would not include a variety of Low Density, Medium Density, and High Density residential uses. In addition, this alternative would not include the development of a school or urban farm. Similar to the On-Site Detention Alternative discussed above, the Existing General Plan without Reorganization (Annexation and Related Detachments) Alternative would result in similar impacts and would not be expected to reduce any significant impacts as compared to the proposed project. Therefore, the Alternative would not be considered an environmentally feasible alternative that would meet the requirements of CEQA nor meet the basic objectives of the proposed project. (DEIR, pp. 8-4, 8-5; FEIR, p. 2-121.)

Increased Density Alternative

Under the Increased Density Alternative the site would be built out pursuant to the maximum density allowable under the existing designations, which are Suburban Center and Traditional Neighborhood Medium Density General Plan land uses. The Increased Density Alternative would include the development of approximately 3,103 residential units and 1,080,000 square feet of commercial uses, approximately 1,738 more residential units and 858,000 more square feet of commercial uses than the proposed project (See Table 8-2). The site is zoned Heavy Industrial (M-2S and M-2S-R), which allows for the “manufacturer or treatment of goods from raw materials” and continued mining operations. Similar to the proposed project, the Increased Density Alternative would include reorganization (annexation and related detachments) of the 29.5-acre Special Study Area west of South Watt Avenue. The Increased Density Alternative would require a rezone of a majority of the site to be consistent with the existing General Plan land use designations and prezoning of the reorganization (annexation and related detachments) area. (DEIR, p. 8-5; FEIR, p. 2-121.)

Although the Increased Density Alternative would require less acreage for residential uses at a higher density than the proposed project, which allows for improved pedestrian and bicycle connections, the alternative would also cause concentrated areas of high traffic, noise, air pollutants, and other related environmental issues. Therefore, the Alternative‘s overall impacts would be similar, and would not be expected to reduce any significant impacts, as compared to the proposed project. Consequently, the Increased Density Alternative would not be considered an environmentally feasible alternative that would meet the requirements of CEQA. (DEIR, p. 8-5.)

<u>Summary of Alternatives Considered</u>

The EIR analyzed the following alternatives to the proposed Project:

- No Project/No Build Alternative;
- Reduced Density Alternative; and
- Off-Site Alternative.

(DEIR, p. 8-5.)

No Project/No Build Alternative

Section 15126.6 (e)(1) of the State CEQA Guidelines requires that a “no project alternative” be evaluated in comparison to the proposed project. The No Project/No Build Alterative is defined in this section as the continuation of the existing condition of the project site. The No Project/No Build Alternative would allow the project site to continue as a former aggregate mining site utilized primarily for wash ponds, dryings beds, a conveyor belt system that transports raw aggregate reserves to the Teichert Perkins plant, and an electrical transmission line. (DEIR, p. 8-6).

The No Project/No Build Alternative would result in fewer impacts than the proposed project with respect to most environmental impact areas, including air quality and climate change; biological resources; cultural resources; geology, soils, and mineral resources; hazards and hazardous materials; hydrology, water quality, and drainage; public services; transportation and circulation; urban design and visual resources; utilities, service systems, and energy; and reorganization. It would result in roughly equal impacts with respect to parks and recreation, because it would neither generate the demand for parks and recreational facilities nor would it provide for parks and open space uses. It would result in greater impacts with respect to land use, population, and housing, because the existing zoning of Heavy Industrial (M-2S-SWR and M-2S-R-SWR) is not consistent with the General Plan land use designations for the site, which are Traditional Neighborhood and Suburban Center. (DEIR, pp. 8-6 to 8-8, 8-17 to 8-18.)

Facts in Support of Finding of Infeasibility

The No Project/No Build Alternative would allow the project site to continue as a former aggregate mining site utilized primarily for wash ponds, drying beds, a conveyor system that transports raw aggregate to the Teichert Perkins Plant for processing, and an electrical transmission line. As such, this alternative would not meet any of the eight project objectives. Specifically, it would not meet the first project objective of providing a mixed use development that embodies smart growth principles. It would not meet objectives 2, 3, and 5 pertaining to the provision of housing. It would not meet the fourth objective of providing an urban farm and recreational facilities. It would not provide commercial development as required under the sixth objective. It would not meet the multi-modal transit goals of the seventh objective. Lastly, it would not promote good planning practices as required by Objective 8. (DEIR, pp. 8-3, 8-6 to 8-8.) Thus, the No Project/No Build Alternative is infeasible, because it does not meet any of the project objectives.

Reduced Density Alternative

Under the Reduced Density Alternative the site would be built out pursuant to the minimum density allowable under the existing designations, which are Suburban Center

and Traditional Neighborhood Medium Density General Plan land uses. The Reduced Density Alternative would include the development of approximately 1,198 residential units and 135,000 square feet of commercial uses, which is approximately 167 fewer residential units and 87,000 fewer square feet of commercial uses than the proposed project (See Table 8-3). The site is zoned Heavy Industrial (M-2S-SWR and M-2S-R-SWR), which allows for the "manufacturer or treatment of goods from raw materials" and continued mining operations. Similar to the proposed project, this alternative would include reorganization (annexation and related detachments) of the 29.5-acre Special Study Area west of South Watt Avenue. The Reduced Density Alternative would require a rezone of a majority of the site to be consistent with the existing General Plan land use designations and prezoning of the reorganization (annexation and related detachments) area. (DEIR, pp. 8-8, 8-9; FEIR, p. 2-122.)

By reducing the commercial uses and residential units, the Reduced Density Alternative would reduce impacts in the following areas: land use, population, and housing; air quality and climate change; hydrology, water quality, and drainage; noise and vibration; parks and recreation; public services; transportation and circulation; and utilities, service systems, and energy. This alternative would have roughly equal impacts as the proposed project with respect to biological resources; cultural resources; geology, soils, and mineral resources; urban design and visual resources; and reorganization. However, impacts related to air quality and climate change, noise and vibration, transportation and circulation would be expected to remain significant and unavoidable with the Reduced Density Alternative. (DEIR, pp. 8-8 to 8-12, 8-18.)

Facts in Support of Finding of Infeasibility

The Reduced Density Alternative would include the development of approximately 1,198 residential units and 135,000 square feet of commercial uses, which is 167 fewer residential units and 87,000 fewer square feet of commercial uses than the proposed project. As such, the Reduced Density Alternative would be less successful than the proposed project at meeting the objectives 2, 3, and 5 related to providing residential uses, including affordable housing (Objective 5), necessary to accommodate regional needs (Objective 2) and help to reduce vehicle miles traveled (Objective 3). By providing less commercial development, this alternative would be less successful at meeting Objective 6 than the proposed project. Moreover, by providing less residential and commercial development than the proposed project, this alternative would be less successful at meeting smart growth principles (Objective 1) and promoting good planning practice (Objective 8). (DEIR, pp. 8-3, 8-8 to 8-12.) Thus, this alternative is infeasible, because it does not meet the most of the project objectives to the extent that would occur with the proposed project.

<u>Off-Site Alternative</u>

The Off-Site Alternative would involve the construction the same type and intensity of land uses as the proposed project on an alternative location. Properties in the area that are owned by the project applicant are displayed in Figure 8-1. As shown in the figure,

most of the potential alternative locations are located outside of City limits and would not meet the majority of the project objectives. The Teichert Perkins plant and Lake Park properties to the north of the proposed project site could meet project objectives due to their proximity to transit options. However, the Teichert Perkins plant is an active sand and gravel processing and sales facility; thus, if the site were to be developed with the proposed project uses, the processing and sales facility would need to be relocated to another site. The Lake Park site is near transit options as well, but would not be able to provide the same amount of land uses as the proposed project due to the size of the property. (DEIR, p. 8-12.)

As the Aspen II property is directly adjacent to the proposed project site to the east, is still in close proximity to transit, and is similar in size and existing land uses to the proposed project site, the Aspen II property would be considered the most feasible Off-Site Alternative and would generally meet the objectives of the project. Annexation of the Aspen II property would be required, as the site is not currently within City limits. However, because the property is near the City's border, annexation of the property would not be expected to cause "islands" of unincorporated territory. (DEIR, p. 8-14.)

The Off-Site Alternative would reduce impacts in the following areas: air quality and climate change and noise and vibration, but the significant and unavoidable project impacts in these areas would still occur with this alternative. This alternative would have roughly equal impacts as the proposed project with respect to biological resources; cultural resources; geology, soils, and mineral resources; hazards and hazardous materials; hydrology, water quality, and drainage; parks and recreation; public services; transportation and circulation; urban design and visual resources; and utilities, services systems, and energy. Moreover, this alternative would result in greater impacts than the proposed project with respect to land use population and housing and reorganization. (DEIR, pp. 8-12 to 8-18.)

Facts in Support of Finding of Infeasibility

The Off-Site Alternative would include development of the same type and intensity of land uses as would the proposed project, but on the adjacent Aspen II site wholly within unincorporated Sacramento County. This alternative would not be environmentally superior to the proposed project, because it would result in fewer impacts in some areas, equivalent impacts in most areas, and greater impacts in some areas. Moreover, it would not be as effective at meeting the project objectives related to providing a mixed-use community within the City of Sacramento (Objective 1), as it would require the annexation of the entire site as opposed to only 29.5 acres with the proposed project. Because the Off-Site Alternative would be located slightly further away from existing development within the City of Sacramento, it would be slightly less successful at meeting project objectives of reducing vehicle miles traveled (Objective 3) and reuse of an infill site (Objective 8). Thus, this alternative is not environmentally superior to the proposed project, and it would not be as effective as the proposed project at meeting all of the project objectives. (DEIR, pp. 8-3, 8-12 to 8-18.)

E. Statement of Overriding Considerations:

Pursuant to Guidelines section 15092, the City Council finds that in approving the Project it has eliminated or substantially lessened all significant and potentially significant effects of the Project on the environment where feasible, as shown in Sections 3A through 3D above. The City Council further finds that it has balanced the economic, legal, social, technological, and other benefits of the Project against the remaining unavoidable environmental risks in determining whether to approve the Project and has determined that those benefits outweigh the unavoidable environmental risks and that those risks are acceptable. The City Council makes this statement of overriding considerations in accordance with section 15093 of the Guidelines in support of approval of the Project.

1. <u>The Project Promotes Smart Land Use Principles</u>.

The Project promotes smart growth land use principles, because it will reuse an infill site that is close to the urban core for residential development. For example, the Project is consistent with the Sacramento Area Council of Governments (SACOG) regional "Blueprint" transportation and land use principles. Specifically, the Project location predominantly within the City of Sacramento will encourage alternative transportation choices such as walking, bicycling, and public transportation. The Project features bicycle and pedestrian routes that will enable efficient connections to local and regional transit serving the greater Sacramento area. The Project will promote Blueprint principles of compact development and use of existing assets by providing up to 1,365 residences and 130,000 square feet of commercial uses on the 232-acre infill site, resulting in an overall net residential density of approximately 14 units per acre, not including the 100 units allowed on the Commercial and Urban Farm designated portions of the site. Similarly, the Project is consistent with the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), because the Project location and project design features will reduce vehicle miles traveled and greenhouse gas emissions helping to reach regional air quality goals. Compared to business as usual conditions, the Project would result in 2020 emission reduction of 29 percent and 2030 emission reduction of 35 percent. (DEIR, pp. 5.1-35 to 5.1-38; FEIR, p. 2-48.)

2. <u>The Project Will Provide for the Beneficial Reuse of a Former Mining Site, Replacing it with a Mixed Use Development with Residential Uses, a Commercial Center, an Urban Farm, Recreational Amenities, Affordable Housing, and Open Space</u>.

The Project will result in the beneficial reuse of former mining site and replace it with a mixed use development containing a variety of residences, a school, an urban farm, recreational amenities, affordable housing, open space, and a commercial center. The Project will provide for the redevelopment of the site with up to 1,365 new residential units and up to approximately 130,000 square feet of commercial uses. (FEIR, p. 2-48.) In effect, the Project marks the transition of a largely stagnant, former industrial site to an active community that will help serve regional housing needs in a development that

is environmentally sensitive and designed with sustainability in mind. Thus, proceeding with the Project reuses the property in a manner which adds vitality to the surrounding area and helps Sacramento grow responsibly.

3. The Project is an Infill Project.

The Project is an infill project that will help the City to meet its housing goals without resorting to "greenfield" development. Infill projects develop vacant or underutilized urban sites and avoid many of the impacts of greenfield development, such as conversion of agricultural land, destruction of biological and cultural resources, contributing to urban or suburban sprawl, traffic congestion and longer vehicle trips, and growth inducement.

4. The Project Will Further Transition an Industrial Area to More Intense Land Uses.

The Project will further transition an industrial area that has been changing in recent years into more intense land uses such as office, commercial, and residential uses. Properties near the project site have undergone such intensification in a manner consistent with the City's General Plan goals and policies to help transform the predominately industrial area. Intensification from industrial to other land uses further promotes the economic development of the City. The Project continues that transition and, furthering the same General Plan goals and policies and fostering economic development. (Staff Report, pp. ____.)

5. The Project Will Provide Parks and Open Space.

The Project will provide a mix of parks and open space, and a Class I trail system to serve the residents of the project site. The Project will provide a total of 14.5 net acres of park and recreational areas that are eligible for Quimby Act Credit, as well as an additional 52.3 net acres of open space and recreational areas, including the 23.8 acre Urban Farm parcel and 28.5 acres of median boulevard parks, landscaped entries, corridors along streets, shortcuts, and slope areas. The Project would include one Community Park, one Neighborhood Park, and two Mini-Parks. In addition, the Project will provide a Class I trail system composed of an interconnected system of on-street sidewalks, Calss II and III bicycle lanes, Class I trails, and shortcuts. The comprehensive system will promote alternative modes of travel and facilitate easy access between residential, commercial, education, and recreational opportunities on the project site. Thus, the proposed parks and open space areas will be well connected and conveniently accessible to residents of the area in order to provide recreational opportunities. (DEIR, pp. 3-12 to 3-13, 5.8-4 to 5.8-10; FEIR, pp. 2-48, 2-50, 2-66, 2-86.)

6. The Project Adds a Diversity of Housing

The Project includes a range of housing types and densities. The Project will provide for up to 1,365 residential units, including up to 482 units within the Low Density Residential (LDR) portion of the site, 378 units within the High Density Residential (HDR) portion of the site, 405 units within the Residential Mixed Use (RMU) portion of the site, and 50 units each within the proposed Commercial (C) and Urban Farm (UF) designated portions of the project site. Densities would be 8.2 units/acre in the LDR designation, 25 units/acre in the HDR designation, and 30 units/acre in the RMU designation. The Mixed-Income Housing Ordinance requires that 15 percent of the dwelling units be affordable to very low income and low income households. Consistent with this requirement, the Project will include 205 income restricted housing units. (DEIR, pp. 3-7 to 3-12, 4-32; FEIR, pp. 2-48 to 2-50, 2-65.)

7. The Project Will Improve Connectivity.

The Project features multi-modal streets that will connect residents to parks, open space, commercial uses, urban farms, transit, and other amenities. The Project will also serve as a link that connects master planned communities in Sacramento County, which are currently in the planning process, to the City via a greenbelt parkway. It is anticipated that this connection will promote the use of transit options, thus facilitating efficient movement between Sacramento City and County and reducing vehicle miles traveled. The Project therefore will improve connectivity within and beyond the Project. (DEIR, pp. 3-13, 3-14, 5.10-11, 5.10-100 to 5.10-104.)

8. The Project Will Facilitate Improvements Along Jackson Highway.

The Project will provide frontage improvements to Jackson Highway which is in the process of being relinquished to the City. These frontage improvements will be important to the use of Jackson Highway as an arterial that will improve the City's transportation network. (DEIR, pp. 5.8-6, 5.11-9; FEIR, p. 3-12.)

9. The Project Promotes Sustainability and Healthy Lifestyles with the Proposed Urban Farm.

The Project will include a 23.8-acre urban farm parcel at the intersection of Rock Creek Parkway and the Aspen Promenade in the southwest corner of the project site. The intent of the urban farm is to celebrate the former agricultural heritage of the greater Brighton community along Jackson Highway and to provide local residents the ability to obtain locally-grown produce. The urban farm is designed to serve as the centerpiece of the community, and would provide a central location for residents and surrounding neighbors to obtain fresh produce and assorted agricultural goods. In addition, the urban farm could include up to 50 residential units, a potential school site or related educational facilities, and cultural, religious, or social uses. The Project would also include the establishment of a community garden where residents would be able to individually cultivate their own small garden plots. The community garden would be centrally located and in close proximity to the urban farm, and it is anticipated the community garden and urban farm would share resources and develop an interactive

relationship. The urban farm will be professionally managed to promote sustainability and healthy lifestyles. The urban farm will serve Project residents with fresh, local produce, causing a reduction in carbon emissions associated with food transportation and enabling greater access to healthy food. The urban farm will additionally have the capacity to serve individuals living outside of the Project. The urban farm's edible landscape will feature fruit and nut bearing trees to which Project residents will have access, giving the edible landscape a nutritional function in addition to an aesthetic function. Therefore, the urban farm and edible landscape contribute to the Project's overall sustainability and health benefits. (DEIR, pp. 3-7 to 3-8, 3-12 to 3-13; FEIR, p. 2-50.)

The City Council has considered these benefits and has considered the potentially significant and unavoidable environmental impact of noise from the project's demolition and construction. The City Council has determined that the economic, legal, social, technological and other benefits of the project outweigh the identified impact. The City Council has thus determined that the project benefits set forth above override the significant and unavoidable environmental impact associated with the project.

ORDINANCE NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

APPROVING CITY AGREEMENT NO. _____, A DEVELOPMENT AGREEMENT (ASPEN 1, P09-038)

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

SECTION 1. Incorporation of Agreement.

This ordinance incorporates the establishment of the development agreement between the City and Teichert Land Co. and Fruitridge Land Co., a copy of which is attached to this ordinance as Exhibit A.

Section 2. Hearing before the Planning and Design Commission.

On June 16, 2015, in accordance with Government Code section 65867 and Sacramento City Code chapter 18.16, the Planning and Design Commission conducted a noticed public hearing on an application to establish a development agreement. During the hearing, the Planning and Design Commission received and considered evidence and testimony. After the hearing concluded, the Planning and Design Commission forwarded to the City Council a recommendation to approve the proposed agreement.

Section 3. Hearing before the City Council; Findings.

On November 24, 2015, in accordance with Government Code section 65867 and Sacramento City Code chapter 18.16, the City Council conducted a noticed public hearing on the application to establish a development agreement. During the hearing, the City Council received and considered evidence and testimony concerning the proposed amendment. Based on the information in the application and the evidence and testimony received at the hearing, the City Council finds as follows:

a) The development agreement is consistent with the City's 2035 General Plan Update.

b) The proposed development agreement will facilitate Landowner's development of the property subject to the development agreement, which should be encouraged in order to meet important economic, social, environmental, or planning goals of the specific or community plan.

c) Without the agreement, Landowner would be unlikely to proceed with development of the property subject to the development agreement in the manner proposed.

d) Landowner will incur substantial costs to provide public improvements, facilities, or services from which the general public will benefit.

e) Landowner will participate in all programs established or required under the general plan or any applicable specific or community plan and all of its approving resolutions (including any mitigation-monitoring plan) which will benefit the public.

f) Landowner has made commitments to a high standard of quality and has agreed to all applicable land-use and development regulations.

Section 4. Approval and Authorization.

The City Council hereby approves the establishment of the development agreement. The City Council hereby authorizes the Director of the Community Development Department to sign on the City's behalf, on or after the effective date of this ordinance, the development agreement for Aspen 1.

Recording Requested by and Benefiting
the City of Sacramento, a Government Entity –
No Fee Required per Government Code § 6103

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk
City of Sacramento
915 I Street (Historic City Hall)
Sacramento, CA 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT

FOR

ASPEN 1
NEW BRIGHTON
[Project Application Number]

Between

CITY OF SACRAMENTO

and

TEICHERT LAND CO.
AND
FRUITRIDGE ROAD LAND CO.

Approved by
Ordinance No. ____-___
[Date]

DEVELOPMENT AGREEMENT FOR ROCK CREEK ASPEN I

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WORKING DRAFT 07/07/15

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SACRAMENTO
AND

TEICHERT LAND CO.
AND
FRUITRIDGE ROAD LAND CO.

FOR

NEW BRIGHTON ASPEN 1

This DEVELOPMENT AGREEMENT (hereinafter "Agreement") is made and entered into as of this _____ day of _____, 2015, by and between the CITY OF SACRAMENTO, a municipal corporation (hereinafter the "CITY"), and TEICHERT LAND CO., a California Corporation, AND FRUITRIDGE LAND CO., a California Corporation (hereinafter collectively the "LANDOWNERS". The CITY and LANDOWNERS hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intention of the Parties. These Recitals are intended to paraphrase and summarize this Agreement; however, the Agreement is expressed below with particularity and the Parties intend that their specific rights and obligations be determined by those provisions and not by the Recitals. In the event of an ambiguity, these Recitals may be used as an aid in interpretation of the intentions of the Parties.

A. **Definitions.** These Recitals use certain capitalized terms that are defined in Section 1.0 of this Agreement. The Parties intend to refer to those definitions when a capitalized term is used but is not defined in these Recitals.

B. **Authority.** To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risks of development, in 1979 the Legislature of the State of California adopted Article 2.5 of Chapter 4 of Division 1 of the Government Code, commencing at section 65864 (the "Statute"), which authorizes the CITY to enter into this binding Agreement with LANDOWNERS in order to establish certain rights and obligations of the Parties relative to Development of the Property for the Project. The authority for the CITY's approval of this Agreement is contained in the Statute, the City Charter, the Procedural Ordinance, other applicable City ordinances, resolutions and procedures. CITY and

LANDOWNERS desire to enter into this Agreement pursuant to the provisions of the Statute in order to provide for the orderly Development of the Project on the Property.

C. **Property Subject to Agreement.** LANDOWNERS own certain legal or equitable interests in the Property which is located within the City. LANDOWNERS seek to develop the Property for the Project consistent with the General Plan, as the General Plan may have been amended as part of the process for approval of the Project.

D. **Procedural Requirements.** The City Planning Commission and the City Council held duly noticed public hearings on the approval of the Project Entitlements, and approval of this Agreement.

E. **Environmental Compliance.** The Final Environmental Impact Report prepared for the Project was certified as adequate and complete and specific findings, Mitigation Measures, and a Mitigation Monitoring Program were approved by the City Council to allow for the Development of the Project.

F. **General Plan Compliance.** LANDOWNERS desire to facilitate implementation of the General Plan, and LANDOWNERS therefore agree to develop the Property for the Project in a manner consistent with the policies, terms and conditions of the General Plan, provided that LANDOWNERS are assured that no subsequent changes in the General Plan after the Effective Date which would affect LANDOWNERS' Vested Rights shall apply to the Property or the Project during the term of this Agreement, except as expressly provided herein, particularly in regards to Subsequent Approvals and application of a Subsequent Rule.

G. **Project Entitlements.** Development of the Property for the Project in accordance with the terms and conditions of this Agreement will provide for the orderly growth and Development of the Property in accordance with the requirements, policies, goals, standards, and objectives of the General Plan, Community Plan, Zoning Ordinance, Subdivision Ordinance, and other applicable provisions of the City Code. This Agreement limits the CITY's rights to revoke, terminate, change or amend the Project Entitlements, or to require the LANDOWNERS to comply with any ordinances or resolutions enacted after the Effective Date that conflict with or impede Development of the Property for the Project, except as expressly provided herein, particularly in regards to Subsequent Approvals and application of a Subsequent Rule.

H. **Procedural Ordinance.** The City Council adopted the Procedural Ordinance by which CITY will consider, adopt, amend and subsequently review development agreements by and between CITY and a given landowner. The Procedural Ordinance, and as it may be amended in the future after the Effective Date in accordance with the Statute, shall apply to the approval, review, amendment and enforcement of this Agreement. CITY and LANDOWNERS have taken all actions mandated by, and have fulfilled all requirements set forth in, the Procedural Ordinance for the adoption of this Agreement by the City Council.

I. **Agreement Voluntary.** This Agreement is voluntarily entered into by LANDOWNERS in order to secure a Vested Right to develop the Property for the Project and to

limit the CITY's right to subject the Property and Development of the Project to ordinances, policies, rules and regulations that may be enacted in the future which conflict, supplant, or are contrary to the express terms and conditions set out herein. This Agreement is voluntarily entered into by CITY in the exercise of its legislative discretion in order to assure the implementation of the General Plan and Community Plan, and in consideration of the agreements and undertakings of LANDOWNERS as specified in the Project Entitlements, Special Conditions, and Mitigation Measures. The Parties are entering into this Agreement voluntarily in consideration of the rights conferred and the obligations incurred as specified herein.

J. **Consideration.** Development of the Property in accordance with the terms of this Agreement requires major investment by LANDOWNERS in Public Facilities, as well as Dedications and Reservations of land for public benefit and purposes, and a substantial commitment of the resources of LANDOWNERS to achieve the public purposes and benefits of the Project for the CITY. By entering into this Agreement, CITY will receive such benefits, the assurances of implementation of the General Plan and Community Plan as applied to the Property, and the Development of the Property, which is currently vacant and/or underutilized, that will generate new tax revenues for the CITY. By entering into this Agreement, LANDOWNERS will obtain Vested Rights to proceed with Development of the Property for the Project in accordance with the Agreement's terms and conditions, and CITY's approval of the Project Entitlements may increase the value of LANDOWNERS' Property.

K. **Consistency Findings.** The City Council has reviewed and approved this Agreement. It finds that this Agreement is consistent with the General Plan, Community Plan, and Land Use and Development Regulations. The implementation of this Agreement is in the best interest of CITY because it promotes the health, safety and general welfare of its existing and future residents. The potential environmental impacts of Development of the Project on the Property were adequately considered in the environmental documentation prepared by CITY, and adoption of the Adopting Ordinance complies in all respects with the CEQA. This Agreement provides assurances that the Project will not proceed without the timely provision of Public Facilities and Public Services required to serve the Project. This Agreement is just, reasonable, and fair and equitable under the circumstances facing the CITY, and it provides sufficient benefits to the community to justify entering into this Agreement.

AGREEMENT

NOW, THEREFORE, based on the Recitals, the mutual promises and covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS AND EXHIBITS

For purposes of this Agreement and all Exhibits, the capitalized terms shall have the meanings set forth below or in the Recitals, unless the context otherwise requires or if the capitalized term is defined in a particular section. Words not defined in this Agreement shall be given their common and ordinary meaning. The word "shall" is always mandatory.

The documents that are attached to this Agreement and labeled as exhibits (Exhibits) and that are referred to in this Agreement are incorporated into this Agreement by such reference. The documents which are referenced in this Agreement or in the Exhibits which may not be physically attached to this Agreement are also incorporated into this Agreement by such reference.

1.1 **Adopting Ordinance**. The ordinance pursuant to which the City Council approves this Agreement.

1.2 **Allocation Procedures**. Those procedures set forth in Section 5.2 of this Agreement, whereunder the various land uses and densities of the Project are distributed to and among the various parcels, or portions of them, comprising the Property.

1.3 **Annual Review**. The process and procedures whereby CITY reviews, pursuant to Government Code section 65865.1, the nature and extent of compliance by LANDOWNERS and Assignee(s) with all of the terms and conditions of this Agreement, which process and procedures are as specified in the Procedural Ordinance, and in Section 5.6 of this Agreement.

1.4 **Assessment**. A special assessment (or special tax in the case of a Community Facilities District) levied on real property within all or part of the Project area for the purpose of financing Public Facilities and Public Services in accordance with the California Streets and Highways Code, the California Government Code, and/or the Sacramento City Code.

1.5 **Assessment District Policy Manual**. The document entitled "City of Sacramento Policy and Procedures for Use of Special Assessment and Mello-Roos Community Facilities District Financing for Infrastructure and Public Facilities," as adopted by the City Council on June 29, 1993 (Resolution 93-381), as said document may be amended from time to time.

1.6 **Assignee**. A third Person executing an Assignment and Assumption Agreement.

1.7 **Assignment**. The sale, assignment or other transfer by LANDOWNERS of all or part of its right, title and interest in the Property and in this Agreement to another Person, in accordance with the terms and conditions of this Agreement and the Assignment and Assumption Agreement.

1.8 **Assignment and Assumption Agreement**. The agreement in the form set out in Exhibit H, or such other form as shall be proposed by LANDOWNERS or Assignee and approved by the City Attorney.

1.9 **Building Permit**. A permit issued pursuant to Title 15 of the City Code that allows for construction of improvements on the Property as specified in the permit.

1.10 **CEQA**. The California Environmental Quality Act (CEQA), as set forth at California Public Resources Code, Division 13, commencing at section 21000 (CEQA Act), and the CEQA Guidelines as set forth in Title 14 of the California Code of Regulations commencing at section 15000 (CEQA Guidelines), and as the CEQA Act and CEQA Guidelines are amended from time to time.

1.11 **City**. The City of Sacramento.

1.12 **City Agency**. The Redevelopment Agency of the City of Sacramento, the Housing Authority of the City of Sacramento, and the Sacramento Housing and Redevelopment Agency when the City Council acts as the governing board of that agency.

1.13 **City Code**. The Sacramento Municipal Code as adopted by the City Council, as said Code may be amended from time to time, and the provisions of the Sacramento City Charter as it may apply to the provisions of the Sacramento Municipal Code and this Agreement, as said Charter may be amended by a vote of the electorate from time to time.

1.14 **City Council**. The Council of the City of Sacramento.

1.15 **City Guidelines**. The City of Sacramento Design Guidelines applicable to land development and architecture in the City of Sacramento, as said Guidelines may be amended from time to time.

1.16 **Community Plan**. The Fruitridge/Broadway Community Plan as contained in the General Plan adopted by the City Council on March 3, 2015, as said plan may be amended from time to time.

1.17 **Days**. As used in this Agreement, "days" shall mean calendar days.

1.18 Dedication. The transfer of real property, or a defined interest therein, under an Irrevocable Offer of Dedication to CITY, City Agency or Public Agency free of all encumbrances, mortgages, liens, leases, easements and other matters affecting the title except as may otherwise be expressly agreed to by CITY, City Agency or Public Agency, at no cost as specifically set forth in the Project Entitlements, Special Conditions, or Mitigation Measures. Exhibit F summarizes for the Parties' convenience the contemplated approximate location and amount of land which LANDOWNERS will be required to transfer to CITY or Public Agency, together with a categorical listing of the types of Public Facilities to be developed on said lands, as of the Effective Date.

1.19 Deed of Trust. A real property security device whereby a LANDOWNER as debtor (trustor) conveys title to real property consisting of all or a portion of the Property to a trustee as security for a debt owed to the creditor (beneficiary).

1.20 Development (or Develop). The use(s) to which the Property will be put, the buildings and improvements to be constructed on the Property, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements in accordance with the Land Use and Development Regulations, Building Permits, and all other Project Entitlements.

1.21 Development Fee. All fees now or in the future to be imposed on and/or collected by the CITY from LANDOWNERS or Assignees as a condition of Development of the Property, for the funding of construction or rehabilitation of Public Facilities, including those lawfully imposed by another Public Agency having jurisdiction and which CITY is required or authorized to collect pursuant to federal or State law, local ordinance, or agreement.

1.22 Development Plan. The LANDOWNERS' plan for Development of the Property for the Project as set forth or referenced in Exhibit B.

1.23 Discretionary Action. An approval or disapproval that requires exercise of judgment, deliberation, or a decision, and that contemplates and authorizes the imposition of revisions or conditions by CITY, including any board, commission or department and any officer or employee CITY, in the process of approving or disapproving a particular activity.

1.24 Effective Date. The date on which the Adopting Ordinance becomes effective (not the date the Adopting Ordinance was approved by the City Council).

1.25 Extension Period. A specified period of time, in five (5)-year increments, by which LANDOWNERS may extend the Term of this Agreement consistent with the requirements set forth in Section 2.1.1.

1.26 Final Environmental Impact Report. The report prepared for the Project in accordance with CEQA that was certified by the Planning Commission by its record of decision and/or by the City Council by its resolution, as described in Exhibit D.

1.27 General Plan. The General Plan of the City of Sacramento, as adopted by the City Council on March 3, 2015, and as said plan may be amended from time to time.

1.28 Inclusionary Housing Ordinance. Title 17, Chapter 17.190 of the City Code, entitled the "Mixed Income Housing Ordinance," and as said ordinance may be amended from time to time.

1.29 Irrevocable Offer of Dedication. In accordance with the provision of Government Code section 66475 et seq., an unconditional and irrevocable offer by LANDOWNERS to transfer real property, or an interest therein, to CITY or Public Agency pursuant to the provisions of the Development Plan, Project Entitlements, or Special Conditions. Exhibit G provides the form of the Dedication agreement if the Irrevocable Offer of Dedication is not set out on the tentative and final subdivision map or if the Parties desire to specify the terms of the Dedication and the acceptance of the property or interest therein.

1.30 Land Use and Development Regulations. The Zoning Ordinance, Subdivision Ordinance, and the other provisions of the City Code (including the Sign Code) applicable to Development of the Property, together with the General Plan and any other City ordinances, resolutions, master plans, rules, regulations and official policies of the City as they exist on the Effective Date, which govern or regulate land use and/or development of the Property.

1.31 Lender. A Person (or a successor in interest to such person) who has advanced funds to, or who is otherwise owed money by, a LANDOWNER as a debtor, where the obligation is embodied in a promissory note or other evidence of indebtedness, and where such note or other evidence of indebtedness is secured by a Mortgage or Deed of Trust on all or a portion of the Property.

1.32 Ministerial Action. An approval or disapproval that merely requires a determination whether there has been compliance with applicable statues, ordinances, resolutions, regulations, or conditions of approval including, without limitation, the Development Plan, Project Entitlements, Special Conditions, and Mitigation Measures.

1.33 Mitigation Measures. The measures adopted by the Planning Commission and/or by the City Council as part of the certification of the Final Environmental Impact Report as of the Effective Date which apply to Development of the Property for the Project and as may be referenced in the Project Entitlements and as described in Exhibit D, as well as those which may be added or amended and incorporated into this Agreement pursuant to this Agreement.

1.34 Mitigation Monitoring Program. The plan for implementation of the Mitigation Measures as of the Effective Date and as may be referenced in the Project Entitlements and as described in Exhibit D, and as may be amended and incorporated into this Agreement pursuant to this Agreement.

1.35 **Mortgage**. A contract by which a LANDOWNER as mortgagor (debtor) hypothecates or pledges real property consisting of all or a portion of the Property, or otherwise grants a security interest therein to a Lender (mortgagee), to secure performance under a promissory note or other evidence of indebtedness, and where the holder of the mortgage is granted a power of sale.

1.36 **NEPA**. The National Environmental Policy Act as set forth at 42 U.S.C. commencing at section 4300, the Council on Environmental Quality regulations set out in 40 CFR § 1500 et seq., applicable NEPA regulations of federal agencies, Executive Orders related to NEPA compliance, and as said Act and regulations may be amended from time to time.

1.37 **Parties**. The CITY and LANDOWNERS.

1.38 **Person**. A person, firm, association, organization, partnership, business trust, corporation or company.

1.39 **Planned Unit Development**. The New Brighton Planned Unit Development (PUD) as approved by the City Council on ____, and as that PUD may be amended from time to time.

1.40 **Planning and Development Code.** The Planning and Development Code of the City of Sacramento, which is set out in Title 17 of the City Code, and as may be amended in the future from time to time.

1.41 **Procedural Ordinance**. Chapter 18.16 of the City Code, which sets forth procedures for application, review, approval, implementation, amendment, recordation, compliance review, and related matters with respect to development agreements for lands outside of the North Natomas Community Plan area (which is governed by Ordinance No. 95-012).

1.42 **Project**. The permitted uses, location, density or intensity of use, height or size of buildings and including, without limitation, the provisions for Dedication and Reservation of land for public purposes, as set forth in the Development Plan, Project Entitlements, and Special Conditions.

1.43 **Project Entitlements**. The plans, ordinances, resolutions, maps, plan review, special permits, design review, preservation review, inclusionary housing plan, and permits and approvals, including certification of the Final Environmental Impact Report, Mitigation Measures, and Mitigation Monitoring Program, that have been approved by CITY for the Project based on the Development Plan as of the Effective Date, which are set out in Exhibits C and D, as well as all Subsequent Approvals. The Project Entitlements also include minor changes to the Development Plan approved pursuant to Section 2.3.4 and substantive changes to the Development Plan for which an amendment to this Agreement has been approved pursuant to Section 2.3.3.

1.44 **Property**. The real property owned or controlled by LANDOWNERS as described in Exhibit A.

1.45 **Protest Waiver**. The agreement set forth in Exhibit E and executed by LANDOWNERS pursuant to this Agreement or in connection with the condition of any Project Entitlements.

1.46 **Public Agency(ies)**. A city (other than CITY), county, special district, public utility, school district, regional agency formed pursuant to federal or state law, joint powers agency, municipal corporation, or a non-profit corporation formed by a public entity to provide services to or charitable benefits for the public, for which the City Council does not act as the governing board.

1.47 **Public Facilities**. All public infrastructure, facilities, improvements and amenities needed to serve the Project as identified in the General Plan the Development Plan, Project Entitlements, or Special Conditions; or as otherwise may be constructed or owned by, or conveyed to, CITY, City Agency or Public Agency, and may include, without limitation: (i) streets, alleys, bridges, pedestrian and bicycle paths, parking lots and freeway improvements; (ii) heavy and light rail and trolley lines, stations, and passenger facilities; (iii) bus rapid transit lanes and bus transfer facilities, turnouts and stops; (iv) surface and storm drainage improvements; (v) sanitary sewer improvements; (vi) water storage and transmission facilities; (vii) flood control improvements; (viii) solid waste facilities; (ix) electrical and gas utilities; (x) street lighting; (xi) police and fire stations; (xii) parks, plazas, open space, greenbelts, trails, and landscaping; (xiii) habitat conservation areas; (xiv) drainage retention and flood control basins; (xv) schools and educational facilities; (xvi) community centers, performing arts centers, and museums; and (xvii) publicly owned artwork. The Public Facilities to be constructed by LANDOWNERS pursuant to the Project Entitlements, Mitigation Measures and Special Conditions are summarized for the convenience of the Parties in Exhibit F.

1.48 **Public Financing Mechanism**. An assessment district, a community facilities district, a fee district, area of benefit district, or any similar financing mechanism imposed on real property or as a condition of development approval, excluding Development Fees.

1.49 **Public Services**. All services provided by CITY, City Agency and Public Agency to serve the residents and the businesses to be located on the Property, as may be identified in the General Plan, Development Plan, Project Entitlements, or Special Conditions; and may include, without limitation, the maintenance, operation or the provision of, as the context implies: (i) streets, alleys, bridges, pedestrian and bicycle paths, parking lots and freeway improvements; (ii) heavy and light rail and trolley transit services; (iii) bus transit services; (iv) surface and storm drainage improvements and pollution control services; (v) sanitary sewer improvements and pollution control services; (vi) water storage and transmission facilities and water services; (vii) flood control improvements; (viii) solid waste services; (ix) electrical and gas utilities; (x) street lighting; (xi) police and fire services; (xii) parks, plazas, open space, greenbelts, trails, and landscaping; (xiii) habitat conservation areas; (xiv) drainage retention and flood control basins; (xv) educational services; (xvi) community centers, performing arts centers, and museums; and (xvii) publicly owned artwork.

1.50 **PUD Guidelines**. The New Brighton Aspen I PUD Guidelines architectural and site design standards that are applicable to development of the Property for the Project as approved by the City Council and as referenced in the Project Entitlements, which PUD Guidelines are set forth in Exhibit C, and as said PUD Guidelines may be amended as provided therein.

1.51 **Reconfiguration**. The adjustment of lot lines, re-subdivision, re-parcelization, reversion to acreage, creation or elimination of air rights, or other alteration of property lines through parcel or subdivision mapping, lot line adjustment, or lot merger, which may affect the description of LANDOWNERS' Property as set out in Exhibit A.

1.52 **Reservation**. In accordance with the provision of Government Code section 66479 et seq., the transfer of real property, or a defined interest therein, to CITY, City Agency or Public Agency, free of all encumbrances, mortgages, liens, leases, easements and other matters affecting the title except as may otherwise be expressly agreed to by CITY, City Agency or Public Agency at a purchase price set out in the Reservation Agreement, the form of which is provided as Exhibit H.

1.53 **Sign Code**. Chapter 15.148 of the City Code (signs) and Chapter 12.36 of the City Code (awnings and canopies), and as said chapters may be amended from time to time.

1.54 **Special Conditions**. Those conditions, terms and requirements specified in Exhibit J.

1.55 **Special Planning District (SPD)**. The New Brighton Special Planning District (SPD) as approved by the City Council on ____, and as that SPD may be amended from time to time.

1.56 **Subdivision Ordinance**. The Subdivision Ordinance of the City of Sacramento which is set out in Title 16 of the City Code, and as said ordinance may be amended from time to time.

1.57 **Subsequent Approvals**. Any Ministerial or Discretionary approval or other action by CITY to implement the Development Plan after the Effective Date that is necessary or desirable to implement LANDOWNERS' Vested Rights under this Agreement, including Discretionary and Ministerial Actions, that is not set out as a Project Entitlement as described in Exhibits C and D.

1.58 **Subsequent Rule**. All City ordinances, resolutions, rules, regulations and official policies that are adopted after the Effective Date.

1.59 **Tentative Map**. The tentative subdivision map that subdivides LANDOWNERS' Property into legal parcels pursuant to the Subdivision Map Act (commencing at section 66410 of the Government Code) as approved by the City Council as part of the Project Entitlements, as more particularly described in Exhibit C.

1.60 **Term**. The length of this Agreement in terms of time as specified in Section 2.1, or as that time may be extended pursuant to this Agreement.

1.61 **Vested Right**. A property right conferred by this Agreement, pursuant to Government Code section 65865.4, to develop the Property for the Project in accordance with the Development Plan and consistent with the General Plan, Project Entitlements, and Special Conditions that may not be cancelled or revoked by CITY after the Effective Date, except as expressly provided in this Agreement.

1.62 **Zoning**. The division of the City into districts, and the application of zoning regulations thereto, which include (without limitation) regulation of the type of land use, density, height or bulk of buildings (structural design), setbacks, and parking as set out in the Zoning Ordinance.

2.0 GENERAL TERMS AND CONDITIONS

2.1 **Term.** The Term of this Agreement shall mean and include the Initial Term plus any Extension Period, unless it is sooner cancelled by a Party for default as provided in Sections 7.6 and 7.7, or terminated for convenience or for other reasons as provided in Section 7.8.

2.1.1 **Initial Term and Extensions.** The Term of this Agreement shall commence on the Effective Date and may extend for specified periods thereafter based on the length of the Initial Term and each Extension Period.

2.1.1.1 **Initial Term**. Twenty (20) years after the Effective Date.

2.1.1.2 **Extension Options**. LANDOWNERS shall have the right to renew this agreement on its terms and conditions, subject to any amendments, if any, as follows:

(a) As of the Exercise Date, LANDOWNERS shall not be in material default of this Agreement. The term "Exercise Date" shall mean the date that LANDOWNERS give written notice of their intention to extend the term of this Agreement, in accordance with the provisions of Section 9.2.

(b) To exercise the option to extend the term of this Agreement, LANDOWNERS shall give CITY written notice of LANDOWNERS' intention to exercise its option and notice must be given no more than 180 days prior to expiration of the initial term or any extension term, nor later than 15 days prior to the expiration of the initial term or any extension term

(c) LANDOWNERS shall be limited to two (2) extension periods consisting of five (5) years each.

2.1.2 [This section intentionally omitted]

2.1.3 **Maximum Term.** Except as provided in Sections 2.1.4, 2.1.5, 2.1.6 and 9.7 with respect to moratoriums, litigation, and cancellation or modification for default, the Parties specifically intend that under no circumstances shall the Term of this Agreement extend beyond Thirty (30) years, unless this Agreement is amended in accordance with Section 2.3.

2.1.4 Effect of Moratoriums on Term of Agreement. If a Subsequent Rule is enacted prior to the expiration of the Term of this Agreement that limits the rate of Development over time or governs the sequence of Development of the Project, and that Subsequent Rule applies to the Property as provided in Section 4.9, the Term of this Agreement shall be extended by the amount of time that the Subsequent Rule is in effect on the Property.

2.1.5 Effect of Litigation on Term of Agreement. Pursuant to Section 4.3.3, if litigation is filed under Section 4.3.3, or if a third party brings litigation as described in Section 7.1, the Term of this Agreement shall be extended by the amount of time between the date the litigation was filed and the date of the final judgment if the law, regulation or action that was the subject of the litigation had the effect of preventing or suspending Development of the Property for the Project and the final judgment allowed this Agreement to remain in full force and effect.

2.1.6 Effect of Litigation Over Cancellation or Modification for Default. Pursuant to Section 7.7.2, if LANDOWNERS institute legal proceedings to obtain judicial relief from CITY modifying or canceling this Agreement for LANDOWNERS' default, the expiration of the Term of this Agreement shall be tolled during the period of the legal proceedings if there be a judicial determination invalidating or reversing the CITY's cancellation or modification of this Agreement.

2.2 <u>Development Timing</u>.

2.2.1 Project Schedule. This Agreement contains no requirement that LANDOWNERS must initiate or complete Development of the Project or any phase thereof, or Development of the Property or any portion thereof, within the Term of this Agreement or within any period of time set by CITY. It is the intention of this provision that LANDOWNERS be able to develop the Property for the Project in accordance with LANDOWNERS' own schedule; provided, however, that Development of the Property is substantially consistent with the Development Plan, as evaluated in the Final Environmental Impact Report and subject to the conditions set out in the Project Entitlements and Special Conditions. Any act which is required to be completed within a specific time period under the terms and conditions of the Project Entitlements or Special Conditions shall be timely completed as provided therein, and any phasing provisions that are set out in a Subsequent Approval shall be applicable to the Project.

2.2.2 Application of Subsequent Rule Affecting Rate of Development. Except for moratoriums as addressed in Section 4.9, no Subsequent Rule which limits the rate of development over time shall be applicable to the Property or the Project. However, nothing herein shall be construed to relieve LANDOWNERS from any time conditions, phasing provisions, or schedule compliance as set out herein, or to excuse the timely completion of any act which is required to be completed within a specified time period, as set out in the Project Entitlements, Special Conditions, any other provision of this Agreement, any applicable provision in the City Code or the Land Use and Development Regulations, or any applicable Subsequent Rule.

2.3 Amendments, Suspension or Termination of Agreement.

2.3.1 Amendments. Except as otherwise expressly provided herein, this Agreement may be amended from time to time by the mutual written consent of the Parties in accordance with the express terms of this Agreement, the provisions of Government Code section 65868, and the Procedural Ordinance. No waiver, alteration, or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties.

2.3.2 Requests for Development Plan and Project Changes. The Parties acknowledge that nothing contained herein is intended to limit LANDOWNERS' right to apply to CITY for changes in the Development Plan and Project Entitlements, and amendments to the Land Use and Development Regulations, to allow for additional or different Development, or for a reduction in the level of Development, from that set out in and contemplated by this Agreement, subject to compliance with CEQA, Subsequent Rules, applicable state and City laws and regulations, and the applicable provisions of this Agreement. Nothing herein shall be construed as limiting the exercise of the discretion by CITY in reviewing and approving or denying any such application.

2.3.3 Substantive Changes Related to the Project and Project Entitlements. Substantive changes to this Agreement, the Development Plan, Project Entitlements, or Special Conditions by LANDOWNERS will necessitate an amendment to this Agreement to incorporate the revised Development Plan and the applicable changes to the terms and conditions of the Project Entitlements, Special Conditions, and related documents and agreements. A "substantive change" to this Agreement, the Development Plan, Project Entitlements, or Special Conditions is one that changes the Term of this Agreement or for which an application is made to modify any of the following: the permitted uses; density or intensity of use; height or size of buildings; provisions for reservation and dedication of land; conditions, terms, restrictions and requirements relating to subsequent discretionary actions; monetary contributions by a landowner; or any other material term or condition of this Agreement. If either Party notifies the other Party that an amendment is needed due to the proposed substantive changes to this Agreement, the Development Plan, Project Entitlements, or Special Conditions, the Parties shall meet and negotiate in good faith the terms of an amendment to this Agreement. The scope of the good faith negotiation is limited to such amendment(s) necessary to effectuate the substantive changes to the Development Plan contemplated in this Section 2.3.3, and shall not reopen other provisions of this Agreement not affected by the proposed amendment(s). The CITY may suspend or withhold a Subsequent Approval if reasonably required by the circumstances then existing at the time of the proposed change in the Development Plan, Project Entitlements, or Special Conditions until the Parties can come to an agreement on the terms of such an amendment or mutually agree to the termination of this Agreement.

2.3.4 Minor Changes. This Agreement need not be amended to allow for changes to this Agreement, the Development Plan, Project Entitlements, or Special Conditions that are not

substantive, as described in section 2.3.3 and the Procedural Ordinance, but rather are minor in character. The Parties acknowledge that refinement and further implementation of the Development Plan may demonstrate that certain minor changes may be appropriate with respect to Project details and performance of the Parties under this Agreement, and the Parties desire to retain a certain degree of flexibility with respect to such details and performances. If and when the Parties find and mutually agree that clarifications, minor changes, or minor adjustments are necessary or appropriate, they shall effectuate such clarifications, changes or adjustments through an operating written memorandum approved by the Parties, with the City Manager acting on behalf of CITY. After execution, the operating memorandum shall be attached to this Agreement. Further minor changes as necessary from time to time may be agreed upon by the Parties by subsequent written approval of the Parties. Unless required by the Statute or the Procedural Ordinance, no operating memorandum shall require prior notice or public hearing, nor shall it constitute an amendment to or termination for convenience in whole or in part of this Agreement. Minor changes subject to this subsection 2.3.4 shall include planning director plan review amendments and special permit minor modifications.

2.3.5 Termination. This Agreement will terminate at the earlier of the date when (i) the Term expires, (ii) it is terminated for convenience as provided in this Agreement, or (iii) it is cancelled for default as provided in Sections 7.6 and 7.7.

2.4 Interests of LANDOWNERS. LANDOWNERS represent that LANDOWNERS own a legal or equitable interest in the Property and that all other Persons holding legal or equitable interests in the Property, including the Lender, if any, have executed and are bound by this Agreement.

2.5 Binding Covenants. The burdens of this Agreement shall be covenants that run with the land and shall be binding upon the owners of the Property including, without limitation, LANDOWNERS, affiliates of LANDOWNERS, Lenders, if any, and Assignees. The benefits of this Agreement shall inure to the Parties and to their Assignees subject to compliance with Section 2.6.

2.6 Assignment.

2.6.1 Right to Assign. LANDOWNERS shall have the right to freely sell, alienate, transfer, assign, lease, license and otherwise convey all or any portion of the Property and improvements thereon as part of a contemporaneous and related sale, assignment or transfer of their interests in the Property, or any portion thereof, without the consent of CITY; provided that no partial transfer shall be permitted to cause a violation of the Subdivision Map Act (Government Code § 66410 et seq.). LANDOWNERS shall notify CITY of any sale, transfer or assignment of all of LANDOWNERS' interests in all or any portion of the Property by providing written notice thereof to CITY in the manner provided in Section 9.2 not later than thirty (30) days before the effective date of such sale, transfer, or assignment. LANDOWNERS' failure to provide such notice to CITY shall not invalidate such sale, transfer, or assignment; however, any successor in interest in ownership of all or a portion of the Property shall not benefit from the

Vested Rights conferred herein without executing and delivering to CITY an Assignment and Assumption Agreement.

2.6.2 Release. LANDOWNERS shall remain obligated to perform all terms and conditions of this Agreement unless the purchaser, transferee or Assignee delivers to CITY a fully executed Assignment and Assumption Agreement to assume all of the obligations of LANDOWNERS under this Agreement and to comply with all of the terms and conditions of this Agreement with respect to the Property, or such portion thereof sold, transferred or assigned, for Development of the Project. The form of the Assignment and Assumption Agreement shall be in substantial conformance with the form provided as Exhibit I. Upon such execution and delivery of the Assignment and Assumption Agreement, CITY shall release LANDOWNERS from all duties, liabilities and obligations under this Development Agreement with respect to the interest(s) sold, assigned or transferred only if LANDOWNERS are not in default under this Agreement as of the effective date of the Assignment.

2.6.3 Assignees. The Assignee shall be obligated and bound by the terms and conditions of this Agreement if it executes the Assignment and Assumption Agreement, and shall be the beneficiary hereof and a party hereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to Assignee by LANDOWNERS. The Assignee shall observe and fully perform all of the duties and obligations of LANDOWNERS under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred. CITY shall release Assignee from all duties, liabilities and obligations under this Development Agreement of LANDOWNERS with respect to the interest(s) that are not sold, assigned or transferred to Assignee. Any such assumption agreement shall be deemed to be to the satisfaction of the City Attorney if executed substantially in form of the Assignment and Assumption Agreement attached hereto as Exhibit I and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNERS and approved by the City Attorney prior to the effective date of the assignment.

2.7 <u>Plan or Project Entitlement Amendments Involving Assignees</u>.

2.7.1 By Assignee. If an Assignee files an application with CITY that proposes to amend the Development Plan, Project Entitlements, Special Conditions, or the Land Use and Development Regulations and such amendment could affect the Vested Rights of LANDOWNERS or of another Assignee(s), CITY shall endeavor to provide reasonable notice to LANDOWNERS and/or any other Assignee(s) before acting on such application. CITY shall not be required to obtain the prior approval of LANDOWNERS or of the other Assignee(s) to approve such application notwithstanding the terms of this Agreement or an Assumption and Assignment Agreement.

2.7.2 By LANDOWNERS. If a LANDOWNER files an application with CITY that proposes to amend the Development Plan, Project Entitlements, or the Land Use and Development Regulations and such amendment could affect the Vested Rights of an Assignee(s), CITY shall not be required to provide notice or obtain the prior approval of the Assignee(s),

notwithstanding the terms of this Agreement or an Assumption and Assignment Agreement. CITY shall only be required to provide notice to adjacent landowners of the application pursuant to then applicable provisions of the Zoning Ordinance and City Code.

2.7.3 Approval Rights. LANDOWNERS shall be solely responsible for obtaining any prior approval rights over applications to amend the Development Plan, Project Entitlements, or the Land Use and Development Regulations by an Assignee(s), and for obtaining any waivers of LANDOWNERS' applications by an Assignee(s), at the time a LANDOWNER sells, transfers or assigns a portion of the Property to a third party which may become an Assignee to this Agreement. The provisions in this Section 2.7 shall apply to LANDOWNERS' successors in interest, to each initial Assignee(s) and its successors in interest, and to all property owners and affiliates of all or a portion of the Property during the Term of this Agreement.

2.7.4 CITY Processing. In processing an application as described in this Section 2.7, CITY shall have the sole exclusive discretion to approve or deny a Discretionary Action or a Ministerial Action after the Effective Date, subject to Section 3.2, and consistent with the terms of this Agreement.

2.7.5 Indemnity. LANDOWNERS and any Assignee(s) that files an application as described in this Section 2.7 shall defend and indemnify CITY in any third-party action claiming that CITY has violated LANDOWNERS' and/or an Assignee(s)'s Vested Right under this Agreement in approving such application, in accordance with the provisions of Section 7.1; provided, however, that the indemnity provided in this Section 2.7.5 shall not extend to claims that are caused by the gross negligence or willful misconduct of CITY.

2.8 Annexation. If the obligations and commitments of the Parties set forth in this Agreement are contingent upon the annexation of all or a portion of the Property into the jurisdictional limits of the City, CITY shall cooperate with the Sacramento County Local Agency Formation Commission in expediting the annexation process so as to facilitate annexation of the Property as soon as feasible following the Effective Date. The terms and obligations of this Agreement shall become effective as to the Property being annexed as of the date of annexation.

3.0 VESTED DEVELOPMENT RIGHTS

3.1 Entitlement to Develop Project. Subject to the express terms, conditions, reservations, and exclusions as set out in this Agreement, CITY hereby grants to LANDOWNERS Vested Rights to develop the Property for the Project in accordance with the terms and conditions set out in the Development Plan, Project Entitlements, and Special Conditions, and in accordance with the Land Use and Development Regulations. The General Plan shall control in regards to any conflicts between LANDOWNERS' Vested Rights and the Land Use and Development Regulations. In Development of the Property for the Project, LANDOWNERS shall not be subject to compliance with any Subsequent Rule except as expressly set forth in this Agreement. The Development Plan, Project Entitlements, Special Conditions, and Vested Rights, which

authorize and limit Development of the Property for the Project in accordance with their respective terms, are intended to be construed in harmony with each other.

3.1.1 Compliance with Project Entitlements. The Parties acknowledge that the Subsequent Approvals will be consistent with and apply the terms and conditions of the Development Plan, Project Entitlements (including the Design Guidelines and Mitigation Measures), and Special Conditions. In addition, the location, size and type of land uses in the Development Plan may be conditioned or restricted as permitted under the Land Use and Development Regulations and as otherwise provided herein. Nothing contained in this Agreement is intended or may be construed as an assurance or representation by CITY to LANDOWNERS that the Development Plan can be fully implemented within the Term of this Agreement or that LANDOWNERS will be able to fully exercise their Vested Rights.

3.1.2 Development Inconsistent with Development Plan. If LANDOWNERS submit an application to CITY for Development that differs from the Development Plan, Project Entitlements (including the Design Guidelines, and Mitigation Measures), and Special Conditions, but that does not require an amendment to this Agreement as provided in Section 2.3.4, then LANDOWNERS' Vested Rights under this Agreement will be adjusted to include the modifications upon approval of the application by CITY. Such adjustment in the Vested Rights shall be considered and implemented as a minor change under Section 2.3.4 of this Agreement. If an application proposes or requires a substantive change to the Development Plan, Project Entitlements (including the Design Guidelines and Mitigation Measures), Special Conditions, or Land Use and Development Regulations under Section 2.3.3, then the right to develop the Property in accordance with the terms and conditions of that application, if approved, will not be vested under this Agreement unless and until this Agreement is amended to incorporate the approval pursuant to Section 2.3.3.

3.2 <u>Subsequent Approvals</u>.

3.2.1 Scope. Development of the Property for the Project is subject to all required Discretionary Actions and Ministerial Actions that have not otherwise been approved by CITY or City Agency prior to the Effective Date. Subsequent Approval(s) would include, without limitation, approval of tentative and final parcel and subdivision maps, additional tentative subdivision maps to further subdivide a parcel, special permits, variances, plan review, design review, preservation review, and grading permits and Building Permits required for Development of the Project and consistent with the Development Plan. Upon approval by CITY, LANDOWNERS' Vested Rights under this Agreement shall be deemed to include the Subsequent Approval(s).

3.2.2 Processing. Nothing contained in this Agreement shall preclude CITY from its right and responsibility to review applications for entitlements submitted by a LANDOWNER in accordance with its normal and usual procedures and practices, as they may exist at the time the application is accepted as complete, or is otherwise deemed complete by operation of law. CITY shall not unreasonably deny, delay or condition any Subsequent Approval required for

Development of the Project that is necessary or desirable to the exercise of LANDOWNERS' Vested Rights under this Agreement as long as the application is in compliance with the Development Plan, Project Entitlements, Special Conditions, and the Land Use and Development Regulations.

3.2.3 Conditions. In reviewing and approving applications for Subsequent Approvals that are Discretionary Actions, CITY may exercise its independent judgment and may impose terms, conditions, restrictions, and requirements (collectively "Conditions") as follows:

3.2.3.1 CITY may impose Conditions that are consistent with this Agreement and the policies, goals, standards and objectives of the Development Plan, Project Entitlements, Special Conditions, and Land Use and Development Regulations as may be necessary to comply with all applicable legal requirements and policies of CITY pertaining to such Discretionary Actions.

3.2.3.2 CITY may impose Conditions that are inconsistent with the provisions of this Agreement, if: (i) CITY and LANDOWNERS mutually agree to the inconsistent Conditions, or (ii) the Subsequent Approval is subject to compliance with a Subsequent Rule as provided in this Agreement, or (iii) the Conditions are imposed as a mitigation measure for compliance with CEQA, NEPA or a related environmental statute as described in Section 4.1, or (iv) additional Public Facilities are necessary to serve the Development of the Property as proposed in a LANDOWNER's entitlement application or changes in the location or size of Public Facilities is required as described in Section 4.8.

3.2.4 Additional Discretionary Actions. CITY shall not apply any Subsequent Rule that creates a requirement for any new or additional Subsequent Approvals for the Project, other than additional Ministerial Actions, except as provided in Sections 3.3. and 4.0.

3.3 <u>Subsequent Rules</u>.

3.3.1 Limitation on Application of Subsequent Rules.

3.3.1.1 Subject to Section 4.0 and except as otherwise set forth in this Agreement, during the Term of this Agreement, CITY shall not apply any Subsequent Rule as a term, condition, restriction or requirement of a Subsequent Approval if it would conflict with or impede the Vested Rights of LANDOWNERS as set out in this Agreement without LANDOWNERS' express written consent. The terms "conflict" and "impede" would include, without limitation, Subsequent Rules that would directly or indirectly modify the Project Entitlements or would substantially increase the cost of Development in order to comply with the Subsequent Rule. Application of a Subsequent Rule relating to new or increases in Development Fees and Assessments are addressed in Section 4.0.

3.3.1.2 To the extent that any Subsequent Rule which is applicable to the Property or the Project is not in conflict with or does not impede the Vested Rights of LANDOWNERS as set out in this Agreement, or is otherwise made applicable by other provisions of this Agreement,

such Subsequent Rule shall be applicable to Development of the Property.

3.3.2 No General Limitation on Future Exercise of Police Power. The CITY retains its right to exercise its broad and general police powers and to apply such powers within the Property, except when such exercise would expressly conflict with or impair a Vested Right granted to LANDOWNERS under this Agreement, as provided in Section 3.3.1.

3.3.3 No Limit on Power of CITY to Adopt Subsequent Rule. Notwithstanding anything contained herein to the contrary, this Agreement does not limit the power and right of the CITY to amend, repeal, suspend, or otherwise modify the Land Use and Development Regulations, or to adopt and amend from time to time other ordinances, resolutions, rules, and procedures governing development within the City, provision and financing of Public Facilities or Public Services, and any other matters that may be related to or affect Development of the Project on the Property or the subject matter of this Agreement; however, such Subsequent Rule shall only apply to the Property or the Project as provided in Sections 3.3 and 4.0 or as otherwise provided in this Agreement.

3.3.4 Beneficial Changes. To the extent that any Subsequent Rules would benefit LANDOWNERS and LANDOWNERS desire that the Land Use and Development Regulations as amended should be applicable to Subsequent Approvals, LANDOWNERS shall notify CITY in writing of its desire to be subject to the amended Land Use and Development Regulations, and the Parties shall mutually agree to amend this Agreement in accordance with Section 2.3 if needed.

4.0 EXCLUSIONS FROM VESTED RIGHTS

4.1 Environmental Compliance.

4.1.1 CEQA Compliance. The CITY prepared and certified the Final Environmental Impact Report for the Project and imposed certain Mitigation Measures in compliance with CEQA for approval of the Development Plan and Project Entitlements. CITY and LANDOWNERS shall comply with and perform the Mitigation Measures when and where applicable to each Party as specified in the Mitigation Monitoring Program. Because this Agreement and the Mitigation Measures are intended to mitigate all significant environmental impacts of the Project which can feasibly be mitigated, CITY shall not impose any additional mitigation measures as a condition of any Subsequent Approval, except mitigation measures that CITY determines it is required to impose under CEQA for the approval or certification of any mitigated negative declarations or subsequent or supplemental environmental impact reports that are required to be approved or certified under CEQA prior to taking action on such Subsequent Approval. Nothing contained in this Agreement limits the CITY's ability to comply with CEQA, the CEQA Guidelines, and the CITY's CEQA procedures, and as they may be amended from time to time.

4.1.2 NEPA Compliance. If the scope of the Project includes Public Facilities that are to be funded in part with federal funds or requires approval of a federal agency, the CITY shall comply with the National Environmental Policy Act (NEPA), the Council on Environmental

Quality regulations, and other related federal environmental statutes and regulations. If the environmental reports required for compliance with NEPA have not been completed prior to the Effective Date, the CITY may impose additional mitigation measures as a condition of any Subsequent Approval as CITY is required to impose for compliance with NEPA and other related federal environmental statutes and regulations that are set out as conditions of, or the basis for, approval of a categorical exclusion, environmental assessment, environmental impact statement, or permit by the applicable federal agency for construction of Public Facilities undertaken by CITY or LANDOWNERS located within the Property or required for Development of the Project.

4.2 Retained Right to Discretionary Design Review. Notwithstanding anything contained herein to the contrary, this Agreement does not limit CITY's Discretionary Actions regarding design review of all buildings and structures proposed to be developed on the Property in accordance with the Land Use and Development Regulations, Project Entitlements and PUD Guidelines. In conducting any design review, CITY will apply the PUD Guidelines and, where the PUD Guidelines do not apply, the City Guidelines. CITY shall exercise its review in such a manner that does not reduce the square footage or the floor area ratio for the subject site as otherwise allowed under the PUD Guidelines, City Guidelines or other Project Entitlements and the Land Use and Development Regulations. CITY retains the right to reasonably modify or amend the City Guidelines, though they shall only apply to the Project to the extent as such amendments are consistent with the Project Entitlements, Development Plan, and Land Use and Development Regulations and do not conflict with or impede LANDOWNERS' Vested Rights.

4.3 Changes Mandated by Other Agencies.

4.3.1 Amendment or Suspension of Agreement. Nothing in this Agreement shall preclude the application to the Property of a Subsequent Rule if the terms and conditions set out in a Subsequent Rule are specifically mandated by changes in state or federal laws or regulations or by action of a Public Agency after the Effective Date. If state or federal laws or regulations or an action by a Public Agency either (i) prevents or precludes LANDOWNERS' or CITY's compliance with one or more provisions of this Agreement, or (ii) requires changes in the Development Plan, Project Entitlements, Special Conditions, or Subsequent Approvals, the Parties shall meet and confer in good faith to determine whether the laws, regulations, or actions apply to the Property and/or the Project and whether suitable amendments to this Agreement can be made to maintain LANDOWNERS' Vested Rights and the CITY and LANDOWNERS obligations as set out in this Agreement. If the Parties are unable to agree on the terms of an amendment to this Agreement to comply with such laws, regulations, and actions, the Parties shall consider whether suspension of the applicable provision(s) of this Agreement is appropriate, and if so, the terms and conditions of such suspension. If the Parties are unable to agree on the terms of an amendment or suspension with respect to the applicable provision(s) of this Agreement, any Party shall have the right to terminate this Agreement for its convenience in whole or in part by complying with the noticing procedures set out in Section 9.2.

4.3.2 No Liability of CITY. To the extent that any actions of federal or state agencies, actions of Public Agencies, or actions of CITY required by federal or state agencies or Public

Agencies, and taken in good faith to prevent adverse impacts upon CITY by state or federal agencies or Public Agencies, have the effect of preventing, delaying, or modifying Development of the Property for the Project, CITY shall not in any manner be liable to LANDOWNERS for such prevention, delay or modification. Such actions may include, without limitation: (i) flood plain or wetlands designations, (ii) the imposition of air quality measures or sanctions, (iii) the imposition of traffic congestion or travel restriction measures, and (iv) the imposition of new or additional restrictions related to environmental contamination of the Property, regardless as to whether such conditions were known or unknown as of the Effective Date. CITY's actions to comply with such federal or state laws and regulations or actions of Public Agencies shall not be arbitrary or capricious. Nothing contained herein shall be construed as precluding CITY's contractual defenses of impossibility of performance or frustration of purpose to the extent recognized by California law.

4.3.3 Reserved Right to Contest Laws, Regulations and Actions. CITY and/or LANDOWNERS shall have the right to institute litigation challenging the validity of the laws, regulations or actions of federal and state agencies and Public Agencies as described in Section 4.3.1. If such litigation is filed, this Agreement shall remain in full force and effect until a final judgment affecting this Agreement's force and effect is issued; provided, however, that if any action that CITY would take in furtherance of this Agreement would be rendered invalid, facially or otherwise, by the contested law, regulation, or action, CITY shall not be required to undertake such action until the litigation is resolved or the law, regulation, or action is otherwise determined invalid, inapplicable, or is repealed. If the final judgment invalidates the law, regulation, or action, or determines that it does not affect the validity of this Agreement or the obligations of the Parties as set out in this Agreement, this Agreement shall remain in full force and effect. The Term of this Agreement shall be extended by the amount of time between the date when the litigation was filed and the date of the final judgment if the law, regulation, or action had the effect of preventing or suspending Development of the Property for the Project and the final judgment allowed this Agreement to remain in full force and effect.

4.4 <u>Building Codes</u>.

4.4.1 No Limit on Right of CITY Regarding Uniform Codes or Standards and Local Amendments. Notwithstanding anything in this Agreement to the contrary, this Agreement does not limit the right of CITY to adopt building, plumbing, electrical, fire, and similar uniform codes, and Public Facilities standards and specifications, or to adopt modifications of and local amendments to those uniform codes and standards and specifications, from time to time, and to require development of the Property and the Project to comply with those uniform codes and standards and specifications in effect at the time of plan review or Building Permit issuance for the Project, regardless as to whether the plans and Building Permits are requested for the Project Entitlements or for Subsequent Approvals.

4.5 <u>No Effect on Right to Tax, Assess, or Levy Fees or Charges</u>. Notwithstanding anything in this Agreement to the contrary, this Agreement does not limit the power and right of the CITY to impose new or increases in existing taxes or assessments on, or to require payment of application, processing, inspection, or building permit fees and related charges by, LANDOWNERS or any other entity or owner of property in the City. All applications by LANDOWNERS for CITY approvals, permits and entitlements shall be subject to the

application fees, processing fees, inspection fees and other similar fees within the control of the CITY that are in force and effect as of the date that the application or other request for approval is filed.

4.6 Development Fees. Except as provided in Exhibit J, LANDOWNERS shall be subject to the imposition of any new or increased development impact fees (Government Code § 66000 et seq.) or other fee, as defined in Section 1.21 as Development Fees, pursuant to the nexus study that is prepared to implement the new or increased development impact fee or program, as such nexus study may be amended from time to time.

4.7 Health and Safety and Supervening Laws. Notwithstanding the provisions in Section 3.3.1, during the Term of this Agreement the CITY may adopt and apply a Subsequent Rule to Subsequent Approvals if: (i) CITY upon notice and hearing, in the reasonable exercise of its discretion and based upon findings of fact and determinations of law, certifies to LANDOWNERS that application of a Subsequent Rule is necessary to protect persons or property from a condition which could create a serious risk to the health or safety of the public in general or to residents or employees who are occupying or will occupy the Property; or (ii) such Subsequent Rule is mandated or required by supervening federal, state, or Public Agency law, regulation or action enacted prior to or after the Effective Date. The foregoing two options include, without limitation, any flood control restrictions or requirements that may be adopted on a city-wide or lesser basis that encompasses the Property.

4.8 Changes in Location or Size of Public Facilities. If at the time of the required Dedication or Reservation of land to CITY, City Agency, or Public Agency for Public Facilities as specified in this Agreement, the location or the quantity of land required for the Public Facilities has changed from that depicted or specified in this Agreement, the Development Plan, the Project Entitlements, or the Special Conditions to such a significant degree or extent that could not reasonably have been anticipated as of the Effective Date such that the location or quantity is inconsistent with this Agreement, the Development Plan, the Project Entitlements, or the Special Conditions, the Parties shall meet and negotiate and in good faith endeavor to reach agreement on any amendments to this Agreement needed to allow Development of the Property for the Project in a reasonable manner, taking into account the changes in Public Facilities needed to serve the Project that arose after the Effective Date. If agreement is reached between the Parties, the procedures specified in Section 2.3 shall apply to amend this Agreement. If agreement is not reached, any Party shall have the right to terminate this Agreement for its convenience in whole or in part by providing notice as specified in Section 9.2.

4.9 Suspension of Development. No Subsequent Rule enacted prior to the expiration of the Term of this Agreement which purports to limit the rate of Development over time or to govern the sequence of Development of the Project shall apply to the Property, except when the CITY enacts a moratorium pursuant to a declaration of a local emergency or a state of emergency which suspends development rights, the moratorium encompasses the Property or the Project, and the basis for enactment of the moratorium complies with the provisions of Section 4.7.

5.0 CITY'S OBLIGATIONS AND COMMITMENTS

5.1 CITY's Good Faith in Processing. Subject to the provisions of this Agreement and LANDOWNERS' compliance with each and every term and condition herein, CITY agrees that it will accept in good faith for processing, review, and Discretionary or Ministerial Action, all complete applications for tentative parcel maps, zoning, planned unit development designation, planned unit development guidelines, schematic plans, parcel maps, subdivision maps, special permits, variances, design review, preservation review, Building Permits, or other entitlements for Development of the Property for the Project in accordance with the Development Plan, Project Entitlements, Special Conditions, Land Use and Development Regulations, and the terms of this Agreement. CITY shall inform the LANDOWNERS, upon request, of the necessary submission requirements for each application for a permit or other entitlement for Development and shall review said application and shall schedule the application for review and Discretionary Action by the appropriate CITY board, commission or City Council or for Ministerial Action by CITY staff.

5.2 Allocation Procedures for Uses, Units, and Building Sizes. CITY procedures and approvals for allocating the land uses, housing unit numbers and types, and densities and building square footages approved for the Project among the various parcels of land and portions thereof comprising the Property shall be in conformance with the Development Plan, Project Entitlements, and Special Conditions. Unless otherwise specified in the Development Plan, Project Entitlements, and Special Conditions, the allocation of nonresidential square footages and housing units shall be as identified in Subsequent Approvals for the Project. The appropriate entitlement to address the allocation of building square footage and housing units shall be determined by CITY. Allocations for residential development by type of housing unit and density shall be determined in the subdivision mapping process, unless CITY determines that some other method is appropriate under the circumstances.

5.3 Extension of Entitlements. All subdivision tentative maps, special permits, or any other land use entitlements of potentially limited duration previously, contemporaneously, or subsequently approved for the Property subject to this Agreement, as set out in the Development Plan, Project Entitlements, and Subsequent Approvals, shall be valid for a minimum term equal to the then remaining Term of this Agreement (including the Initial Term and any Extension Period resulting from exercise by LANDOWNERS of the options provided for in Section 2.1), or for the period stated in the Zoning Ordinance as it reads on the date of approval of the entitlement, whichever is longer, but in no event for a longer period than the maximum period of time permitted by the Subdivision Map Act (Government Code § 66410 et seq.) or Government Code for such land use entitlements. The provisions of Section 8.5 relating to estoppel certificates shall apply to any request made by LANDOWNERS to CITY with respect to the life of any entitlement covered by this Section 5.3. Nothing in this Section 5.3 shall be construed, or operate, to extend the Term of this Agreement.

5.4 Reconfiguration of Parcels. LANDOWNERS shall have the right to file applications with CITY for subdivision, lot line adjustment, lot mergers, or for master parcelization of all or part of the Property, for the purpose of Reconfiguration of the Property. Such applications shall be processed and Discretionary Action taken in accordance with the provisions of this Agreement. Where Reconfiguration requires a special permit, variance, planned unit development designation, or other entitlement applicable to the Property or portion thereof which is subject to the application, CITY reserves the right to require such entitlements as a condition of approving the application. CITY shall process such Subsequent Approvals in a manner consistent with the Development Plan and Project Entitlements as provided in Section 3.2.

5.5 Public Facilities Financing Proceedings.

5.5.1 Proceedings Initiated by LANDOWNERS. If LANDOWNERS desire to initiate proceedings for the formation of a Public Financing Mechanism to fund the construction of Public Facilities required to be funded or constructed by LANDOWNERS pursuant to the conditions of approval of the Project Entitlements or Special Conditions, LANDOWNERS shall file an application with CITY for that purpose in accordance with the Assessment District Policy Manual, as same may be amended from time to time, or such other policy document as may after the Effective Date be adopted by the City Council as a substitute therefor. CITY agrees to diligently process any such application, provided that such application: (i) is complete and is accompanied by payment of City fees applicable on the date of filing of the application; (ii) otherwise complies with the City Code as it exists on the date of the application, including but not limited to the Assessment District Policy Manual; (iii) is consistent with City policies and procedures; (iv) provides for a property value to lien ratio and other financial terms that are reasonably acceptable to CITY; (v) provides for all funding requirements established by CITY for the purpose of payment of the costs of outside consultants needed, in CITY's sole discretion, to establish the Public Financing Mechanism; and (vi) provides that the specific consultants (e.g., bond counsel, financial advisors, underwriters, or other consultants as may be necessary under the circumstances) shall be selected by CITY in its sole discretion.

5.5.2 Alternative Financing Methods. Notwithstanding any other provision of this Agreement to the contrary, CITY agrees that upon request made by LANDOWNERS, CITY will consider making exceptions to the Assessment District Policy Manual to allow for alternative methods of financing Public Facilities; provided, however, that CITY reserves its discretion to condition use of any such alternatives on satisfaction of performance preconditions and to consider underwriting considerations and criteria. Further, CITY may in its reasonable discretion deny any such request upon grounds, including, without limitation, consistency of application of its policies and the potential for establishing negative precedent.

5.5.3 Maintenance Districts. LANDOWNERS may, following the procedures specified in Section 5.5.1, request that CITY establish one or more maintenance districts for the purpose of financing the maintenance of landscaping, lighting, or other Public Facilities,

whereunder lands benefiting from the Public Facilities and their maintenance are assessed for a proportionate share of the maintenance cost.

5.6 Annual Review. In accordance with Government Code § 65865.1 and the Procedural Ordinance, CITY shall annually during the Term review the extent of good faith compliance by LANDOWNERS with the terms of this Agreement. Failure of CITY to conduct the Annual Review shall not constitute a waiver by CITY or LANDOWNERS of the right to conduct future Annual Review or to otherwise enforce the provisions of this Agreement, nor shall a Party have or assert any defense to such enforcement by reason of any such failure. The failure of CITY to undertake such review, shall not, in itself, invalidate the terms of this Agreement or excuse any party hereto from performing its obligations under this Agreement. The Annual Review shall be limited in scope to compliance with the terms and conditions of this Agreement.

5.6.1 Proceedings. The procedures specified in the Procedural Ordinance for conduct of the Annual Review by the City Manager and City Council shall apply to each Annual Review of this Agreement. At least ten (10) days prior to the commencement of any Annual Review by the City Council, CITY shall deliver to LANDOWNERS a copy of any public staff reports and other documents to be used or relied upon in conducting the review. LANDOWNERS shall be permitted an opportunity to respond to CITY's evaluation of LANDOWNERS' performance by written and oral testimony at the public hearing to be held before the City Council, if LANDOWNERS so elects. At the conclusion of the Annual Review, CITY shall make written findings and determinations on the basis of substantial evidence, as to whether or not LANDOWNERS or their successors and any Assignees have complied in good faith with the terms and conditions of this Agreement.

5.6.2 Failure of Compliance. Any determination by the City Council of LANDOWNERS' failure to comply with the terms and conditions of this Agreement shall be a default subject to the notice requirements and cure periods set forth in Section 7.6.

6.0 LANDOWNERS' OBLIGATIONS AND COMMITMENTS

6.1 Project Entitlements and Special Conditions. LANDOWNERS shall be obligated to comply with the terms and conditions set out in the Project Entitlements and Special Conditions for Development of the Property for the Project, and with the terms and conditions of this Agreement. When required to obtain a Subsequent Approval, LANDOWNERS shall execute a mitigation monitoring agreement and such other agreements as may be necessary in CITY's judgment to implement any Mitigation Measure and the Mitigation Monitoring Program or to comply with other terms of this Agreement, and shall fully cooperate with CITY in implementing the Mitigation Measures and Mitigation Monitoring Program and the terms of such other agreements.

6.2 LANDOWNERS' Waivers. LANDOWNERS hereby agree to the provisions of the Protest Waiver, which is a comprehensive waiver of protest rights with respect to CITY's establishment and implementation of Public Financing Mechanisms and Development Fees, and

in levying assessments and taxes pursuant thereto, and CITY's actions in implementing the Project Entitlements and Special Conditions. As set forth in the Protest Waiver, LANDOWNERS reserve the right to protest the actual amount of any fee, assessment, or tax levy, or other CITY charge imposed on or allocated to the Property pursuant to the Project Entitlements, Special Conditions, or this Agreement. The Protest Waiver shall be binding on LANDOWNERS by LANDOWNERS' execution of this Agreement if LANDOWNERS fail to separately execute the Protest Waiver provided as Exhibit E.

6.3 Public Facilities Construction by LANDOWNERS. When required by the conditions of approval of the Development Plan, Project Entitlements, Special Conditions, and/or Subsequent Approvals, or by any applicable reimbursement agreements, and in accordance with CITY specifications and standards in effect as of the date of construction, LANDOWNERS shall diligently construct the specified Public Facilities required for Development of the Property for the Project substantially consistent with the Development Plan.

6.4 Park and Open Space Development. At the time of filing final subdivision map(s), CITY may require LANDOWNERS to develop some or all of the parks and open spaces located within that final map, as provided in the Special Conditions or as may be specified in the Tentative Map conditions, under the terms of CITY's standard form Park Credit/Reimbursement Agreement. LANDOWNERS shall receive credit for the cost of developing those parks and open spaces as provided in City Code Chapter 18.44.

6.5 Levies Imposed by Public Agencies. LANDOWNERS shall be responsible for: (i) all fees (including Development Fees), charges, assessments, special taxes, and levies of any sort imposed by any federal, state or Public Agency in the future as a charge for financing of Public Facilities and Public Services for the Project and for Mitigation Measures imposed for the purpose of mitigation of environmental impacts associated with the provision of the Public Facilities or Public Services; (ii) all special benefit assessments, special taxes, and levies of any sort associated with construction of or maintenance of Public Facilities, where the Property is located within a district formed for that purpose by any federal, state, or Public Agency; and (iii) ad valorem real estate taxes and utility fees and taxes. If any of the fees, charges, assessments, special taxes, or levies covered by this Section 6.5 are imposed and/or collected by or with the assistance of CITY, LANDOWNERS shall nevertheless be responsible therefor. Failure to pay such fees, charges, assessments, taxes, or levies when due shall be a default under this Agreement. However, nothing in this Agreement shall be construed to limit LANDOWNERS' right to protest, in accordance with applicable provisions of law, the formation of any assessment district, the amount of any assessment levied by or on behalf of such district on the Property or any portion thereof, or the nature and amount of any tax, fee, assessment, or charge imposed, except as provided in Section 6.2.

6.6 Local, State and Federal Laws. LANDOWNERS shall assure that the construction of the Project is carried out in conformity with all applicable federal and state laws and regulations, and the laws and regulations of Public Agencies which have jurisdiction over Development of

the Property. Before commencement of Development of the Property, including, without limitation, grading of land or construction of any buildings, structures, or other works of improvement upon the Property, LANDOWNERS shall at their own expense secure any and all certifications and permits which may be required by any federal or state agency or a Public Agency having jurisdiction over such development. LANDOWNERS shall permit only persons or entities that are duly licensed in the State of California, County of Sacramento, and City of Sacramento, as applicable, to perform grading, development, or construction work on the Property for Development of the Project.

6.7 Transfer of Land. As set forth in the Development Plan, Project Entitlements, and Special Conditions, LANDOWNERS have agreed to transfer lands by Dedication or Reservation that are needed for Public Facilities to CITY, City Agency, or Public Agency as specified or appropriate. LANDOWNERS shall transfer the land required to be transferred by Dedication to CITY, City Agency, or Public Agency utilizing the Irrevocable Offer of Dedication agreement form provided as Exhibit G or by placing a Dedication or an Irrevocable Offer of Dedication, as directed by CITY, on a final subdivision or parcel map in accordance with Government Code §§ 66439 and 66447. LANDOWNERS shall transfer the land required to be transferred by Reservation to CITY or to a Public Agency utilizing the Reservation form provided as Exhibit H and in accordance with Government Code section 66480. LANDOWNERS shall transfer the land required to transferred by Dedication or by Reservation at such time as is either: (i) required pursuant to a condition or term of any entitlement for use or Development of the Property; or (ii) requested by CITY, City Agency or Public Agency where LANDOWNERS have not applied for an entitlement for use or Development of the Property, but the land is needed, in CITY's, City Agency's and/or Public Agency's sole discretion, for purposes of construction and improvement of Public Facilities. CITY shall accept such transfers of land by Dedication or Reservation, as provided therein.

6.8 Allocation Dispute Resolution. Where a dispute exists between LANDOWNERS, Assignee, and/or any successor or successors in interest with respect to any matter involving the CITY's allocation of the land uses, housing units, densities and building square footages for or on the Property in compliance with the Development Plan and Project Entitlements as set out in Section 5.2, such dispute shall be resolved by arbitration, utilizing the commercial arbitration procedures of the American Arbitration Association, or some other alternative dispute resolution procedure mutually agreed upon by the parties involved in the dispute. In no case shall CITY, City Agency, Public Agency, and their respective elective and appointive members of boards, commissions, officers, agents and employees be a party to such dispute or to the dispute resolution procedures. All of the provisions of this Agreement relating to LANDOWNERS' obligation to defend and indemnify CITY and payment of CITY costs shall apply to all disputes relating directly or indirectly to such allocation.

6.9 Annual Report. LANDOWNERS shall annually, within thirty (30) days after each anniversary of the Effective Date, submit to the City Manager a brief written report on the progress of Development of the Property for the Project as authorized under this Agreement

during the prior twelve (12) month period. The annual report shall include, at a minimum, (i) the additional square footage of commercial and office development and the number of housing units constructed or under construction, (ii) the Public Facilities constructed or under construction by LANDOWNERS, and (iii) the land Dedications and Reservations conveyed to CITY, City Agency, or Public Agency. The CITY will review the annual report in accordance with Section 5.6. LANDOWNERS shall pay a processing fee for each annual review in the amount established by resolution of the City Council.

6.10 Indemnification. LANDOWNERS agree to defend and indemnify CITY, City Agency, Public Agency and their respective elective and appointive members of boards, commissions, officers, agents and employees against any liability for damage or claims for damage for personal injury, including death, or property damage, arising out of or relating in any way to actions or activities to Develop the Property, whether undertaken by LANDOWNERS or LANDOWNERS' affiliates, contractors, subcontractors, agents or employees. Said indemnification pursuant to this Section 6.10 shall not extend to claims that are based on an indemnified Party's gross negligence or willful misconduct.

6.11 Reimbursement for Agreement Costs. LANDOWNERS agree to reimburse the CITY for reasonable and actual expenses incurred by CITY that relate directly to CITY's review, consideration, and execution of this Agreement. Such expenses include, without limitation, recording fees, ordinance publishing fees, any special meeting and notice costs, and staff time, including preparation or staff reports relating to approval of this Agreement and the Adopting Ordinance, and preparation and review of this Agreement and any changes requested by LANDOWNERS or by the City Attorney's Office. The cost for the preparation, processing and review of this Agreement by the City Attorney's Office is $140.00 per hour. Such expenses shall be paid by LANDOWNERS within thirty (30) days of receipt of a detailed written statement of such expenses.

6.12 Inclusionary Housing Requirements. LANDOWNERS have filed an Inclusionary Housing Plan, which has been approved as part of the Project Entitlements. The Inclusionary Housing Plan specifies that an Inclusionary Housing Agreement is to be recorded against all or a portion of the Property to secure compliance with these conditions. LANDOWNERS shall implement the Inclusionary Housing Plan and execute and comply with the terms of the Inclusionary Housing Agreement. However, in the event that the City adopts a new Inclusionary Housing Ordinance prior to the recording of a final residential subdivision map, LANDOWNERS, at their discretion, may select to comply with the new Inclusionary Housing Ordinance terms in place of the Inclusionary Housing Plan for that final subdivision map.

7.0 LITIGATION, DEFAULT, AND TERMINATION

7.1 Litigation by Others.

7.1.1 Third Party Challenge to Agreement or Entitlements. The Parties agree to cooperate in good faith in the defense of any litigation (which shall include any and all claims,

actions, or other proceedings of any kind) instituted by a third party challenging the validity of any portion of this Agreement, or its application or effectiveness, at any time during its Term, including without limitation (i) any litigation by a third party challenging the proceedings taken for its approval (including the CEQA requirements), (ii) any litigation by a third party challenging the validity of any of the Project Entitlements (including CEQA challenges), (iii) any litigation by a third party to enforce the application of a voter approved initiative to Development of the Property for the Project, or (iv) any litigation by a third party challenging any other act undertaken by the Parties in furtherance of this Agreement or its terms, including without limitation Subsequent Approvals.

7.1.2 Defense, Indemnity, and Release. In all such litigation, the following shall apply:

7.1.2.1 CITY will promptly notify LANDOWNERS of any litigation filed and served on CITY arising out of, concerning, or in any way connected to this Agreement or the Project, or any portion of either. The CITY may, in its sole discretion, either defend such litigation or tender its defense to LANDOWNERS.

7.1.2.2 If CITY determines to defend the litigation itself, LANDOWNERS shall be entitled, subject to court approval, to join in or intervene in the action on their own behalf, or to advocate in favor of validity of this Agreement or any challenged entitlement. In such a case, each Party shall bear its own attorney fees and costs.

7.1.2.3 If CITY determines to tender the defense of the litigation to LANDOWNERS, CITY shall promptly notify LANDOWNERS of its determination. LANDOWNERS shall, upon such notice from CITY, at LANDOWNERS' expense, defend, indemnify, and hold harmless CITY, its officers, employees, and agents, and each and every one of them, from and against the litigation, including the issuance of or the refusal to issue any permits prior to or during the pendency of the action. LANDOWNERS' obligation to indemnify and hold harmless shall include all damages, costs of suit, fees (including attorney's fees awarded under Code of Civil Procedure section 1021.5 or otherwise), and expenses of every type and description, including the cost of preparing the administrative record, fees, and/or costs reasonably incurred by CITY for its staff attorneys or outside attorneys, and any fees and expenses incurred in enforcing this provision, where such damages, costs of suit, fees, and expenses are claimed by or awarded to any party against CITY or otherwise incurred by the CITY. CITY shall have the right to approve the legal counsel providing the CITY's defense under this Section 7.1.2, which approval shall not be unreasonably withheld. If a conflict of interest arises between CITY and LANDOWNERS in the joint defense of the action, then, in CITY's sole discretion, LANDOWNERS shall provide CITY separate legal counsel acceptable to CITY at LANDOWNERS' reasonable expense, or CITY shall retain its own counsel at CITY's expense. LANDOWNERS shall have the right to settle such litigation without CITY's consent thereto, provided LANDOWNERS accept the defense and obligation without reservation, and that such settlement does not obligate CITY to make any payment or perform any obligation, or otherwise prejudice CITY, as determined by CITY in its sole discretion.

LANDOWNERS shall bear all attorney fees and costs associated with such defense from and after the date of the tender. However, CITY may at any time after the tender elect to assume representation of itself; in that event, from and after the date CITY gives notice of its election to do so, CITY shall be responsible for its own attorney fees and costs incurred thereafter.

7.1.2.4 With respect to approvals and entitlements governed by the Subdivision Map Act, California Government Code section 66410 et seq., the obligations under this Agreement shall be construed to be consistent with and shall apply to the extent permitted under California Government Code section 66474.9. In these cases, if CITY should fail to promptly notify LANDOWNERS of the litigation or cooperate fully in the defense, LANDOWNERS shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees to the extent California Government Code section 66474.9 applies. LANDOWNERS shall not be required to pay or perform any settlement of such claim, action, or proceeding unless the settlement is approved in writing by LANDOWNERS.

7.1.2.5 LANDOWNERS unconditionally and forever release and discharge CITY, its officers, employees, and agents, and each and every one of them, from all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal) that in any way arise from, or are connected with, the issuance of or the refusal to issue any building or other permit for the Project while any litigation concerning the Application, the Project, or any portion of either, is pending. This release and discharge covers all claims, rights, liabilities, demands, obligations, duties, promises, costs, expenses, damages, and other losses or rights of any kind, past, present, and future, whatever the theory of recovery, and whether known or unknown, patent or latent, suspected or unsuspected, fixed or contingent, or matured or unmatured. LANDOWNERS hereby waive all rights they have or may have in the future under section 1542 of the California Civil Code, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which is known by him must have materially affected his settlement with the debtor.

_____ _____ _____

CITY INITIALS LANDOWNERS' INTITALS

7.1.3 Effect of Judgment. If, in such litigation, a final judgment or other final order is issued by the court which has the effect of invalidating or rendering ineffective, in whole or in part, any provision of this Agreement or the Agreement itself, or any Project Entitlement or Subsequent Approval, the following shall apply:

7.1.3.1 If the judgment or order includes a provision for attorney fees and/or costs of the successful party or parties, LANDOWNERS shall pay the entire cost thereof, without right of offset, contribution, or indemnity from CITY, irrespective of anything to the contrary in the judgment or order.

7.1.3.2 CITY and LANDOWNERS shall meet and endeavor, in good faith, to attempt to reach agreement on any amendments needed to allow Development of the Property for the Project to proceed in a reasonable manner, taking into account the terms and conditions of the court's judgment or order. If agreement is reached, the procedures for amending this Agreement as specified in Section 2.3 shall apply. If agreement is not reached, either party shall have the right to terminate this Agreement for its convenience by giving the other party notice as provided in Section 9.2.

7.1.3.3 If amendment is not required, and the court's judgment or order requires CITY to engage in other or further proceedings, CITY agrees to comply with the terms of the judgment or order expeditiously, subject to LANDOWNERS' payment of CITY's costs to comply with the terms of the judgment or order.

7.1.4 No CITY Liability for Damages. Notwithstanding any other provision of law or any provision of this Agreement to the contrary, in no event shall CITY, City Agency, Public Agency, or their respective elective and appointive members of boards, commissions, and officers, agents and employees be liable to LANDOWNERS in damages in any litigation instituted by a third party as described in this Section 7.1.

7.2 Force Majeure and Enforced Delay. In addition to other specific provisions of this Agreement, performance by either Party hereunder shall not be deemed in default where delay or inability to perform is due to: (i) war, insurrection, terrorist acts, riots or other civil commotions; (ii) vandalism or other criminal acts; (iii) strikes, walkouts, or other labor disputes; (vi) acts of God, including floods, earthquakes, fires, casualties, or other natural calamities; (v) enactment of conflicting or supervening federal or state laws or regulations; (vi) shortages of materials and supplies or delivery interruptions; or (vii) litigation instituted by third parties challenging the validity of this Agreement or Subsequent Approvals. A Party's financial inability to perform shall not be a ground for claiming an enforced delay. The Party claiming force majeure or enforced delay shall notify the other Party of its intent to claim a permitted delay and the specific ground for such delay as soon as is reasonable based on the circumstances. Upon request of either Party, a written extension of time for such cause shall be granted for the period of the force majeure or enforced delay, and the Term of this Agreement shall be extended by amendment in accordance with Section 2.3.

7.3 Waiver. Except as otherwise expressly provided herein to the contrary, by entering into this Agreement LANDOWNERS waive their rights to challenge the fairness or appropriateness, as applied to the Property and/or the Project, of: (i) the Development Plan, Project Entitlements, Special Conditions; (ii) Public Financing Mechanisms and Development Fees; (iii) the Dedications and Reservations for Public Facilities and Public Services; (iv) the Inclusionary Housing Ordinance; (iv) the Land Use and Development Regulations; and (v) all actions implemented in furtherance of the foregoing as specified herein.

7.4 Legal Actions by Parties. In addition to the provisions set out in Sections 7.6 and 7.7, and any other rights or remedies as set out in this Agreement, either Party may institute legal

action to cure, correct, or remedy any default by any other Party to this Agreement, to enforce any covenant or obligation herein, or to enjoin any threatened or attempted violation hereunder. Subject to any mutual extensions, notice, and opportunity to cure, the term "default" shall mean a material failure of performance or a substantial and unreasonable delay in performance by either Party of any of term, condition, obligation, or covenant of this Agreement. Default by either Party may include, without limitation, a material failure to: (i) transfer land for Public Facilities as required by Dedication or Reservation, (ii) undertake construction of Public Facilities, and/or (iii) implement or comply with the terms and conditions of the Project Entitlements, including the Mitigation Measures, and the Special Conditions.

7.4.1 No CITY Liability for Damages. Notwithstanding any other provision of law or any provision of this Agreement to the contrary, in no event shall CITY, City Agency, Public Agency or their respective elective and appointive members of boards, commissions, and officers, agents, and employees be liable in damages for any breach, default, or violation of this Agreement, it being specifically understood and agreed that the Parties' sole legal remedy for a breach, default, or violation of this Agreement shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement.

7.4.2 Limitation of Legal Actions. No initiation of legal proceedings shall be filed by a Party unless such action is filed within one hundred and eighty (180) days from the date of discovery by the aggrieved Party of the facts underlying the claim of default, and the date of discovery being that the date that the facts became known or should have become known to the aggrieved Party based on the circumstances of the default.

7.4.3 Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, the state in which the Agreement is signed. The Parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Sacramento, California. Nothing in this Agreement shall be construed to prohibit the Parties from engaging in alternative dispute resolution processes prior to initiating legal proceedings, including, without limitation, mediation and arbitration, upon the discretion and mutual consent of the Parties.

7.4.4 Standard of Review. LANDOWNERS agree and acknowledge that CITY has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of CITY. To the extent CITY acts in an adjudicatory manner for any Subsequent Approval by conducting hearings, receiving evidence, and making findings of fact, such actions shall be reviewed under principles of administrative mandamus in accordance with applicable law.

7.5 <u>Attorney Fees</u>. In any arbitration, quasi-judicial, administrative, or judicial proceeding (including appeals), brought by either Party to enforce or interpret any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable

relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs, expenses, and disbursements in connection with such action, including the costs of reasonable investigation, preparation, and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party. For purposes of this Section 7.5 and any other portion of this Agreement relating to attorney fees, reasonable attorneys fees of the City Attorney's Office shall be $140 per hour inclusive of direct, indirect, and overhead costs and applicable CITY staff costs, such as costs for record preparation, shall be calculated at maximum of $140 per hour inclusive of direct, indirect, and overhead costs.

7.6 Default. Subject to any extensions of time by mutual consent of the Parties, and subject to the cure provisions set forth herein, any default (as that term is defined in Section 7.4) of this Agreement shall constitute a breach, and the non-defaulting Party may cancel this Agreement for default.

7.6.1 LANDOWNERS Default. In addition to any other remedy specified in this Agreement, if notice of default has been given by CITY to LANDOWNERS, CITY shall not be obligated to issue any Building Permit or grant any Subsequent Approval for the Project until such time as the default is cured. If notice of default is given by CITY with respect to only a portion of the Property or the Project that is affected by LANDOWNERS' default as specified in the CITY's notice of default, only those Building Permits and Subsequent Approvals applicable to that portion of the Property and/or the Project shall be affected by the suspension of Building Permits and Subsequent Approvals until the such time as the default is cured. In no event shall a default of an Assignee of a portion of the Property prevent LANDOWNERS from receiving Building Permits and Subsequent Approvals for the remainder of the Property pursuant to the terms of the Assignment and Assumption Agreement, except as specified herein. In no event shall a default of LANDOWNERS prevent an Assignee from receiving Building Permits and Subsequent Approvals for Assignee's portion of the Property pursuant to the terms of the Assignment and Assumption Agreement, except as specified herein.

7.6.2 CITY Default. In addition to any other remedy specified in this Agreement, if notice of default has been given by LANDOWNERS to CITY, any resulting delays in LANDOWNERS' performance caused by CITY's default shall not constitute a LANDOWNER default, or be grounds for termination or cancellation of this Agreement.

7.6.3 Nonwaiver. Waiver of any default under this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent default either of the same or of another provision of this Agreement.

7.6.4 No Cross Default. Where a portion of the Property has been transferred in accordance with the Assignment provisions of this Agreement and notice of default has been given by CITY to an Assignee: (i) neither LANDOWNERS nor any non-defaulting Assignee shall be liable for the default of that Assignee; (ii) the rights of LANDOWNERS and non-defaulting Assignees under this Agreement shall not be affected by the default of that Assignee; and (ii) CITY shall not be in default or otherwise liable to LANDOWNERS or a non-defaulting

Assignee for the CITY's action to declare a default. In no event shall a default of an Assignee of a portion of the Property prevent LANDOWNERS or non-defaulting Assignees from receiving Building Permits and Subsequent Approvals for the remainder of the Property pursuant to the terms of the Assignment and Assumption Agreement, except as specified herein. In no event shall a default of LANDOWNERS prevent non-defaulting Assignees from receiving Building Permits and Subsequent Approvals for the remainder of the Property pursuant to the terms of the Assignment and Assumption Agreement, except as specified herein. Notwithstanding the foregoing, CITY, in its sole discretion, shall have the right, following notice and hearing, to terminate this Agreement, as to some or all non-defaulting Parties and Assignees, for CITY's convenience, if CITY certifies to the non-defaulting Parties and Assignees that the default of the defaulting Party or Assignee would prevent or impede CITY's performance of its obligations to the non-defaulting Parties and Assignees under this Agreement.

7.6.5 Cure Period. In the event of an alleged default of any term or condition of this Agreement, the Party alleging such default shall give the other Party notice in writing as provided in Section 9.2 specifying the nature of the alleged default, the manner in which said default may be satisfactorily cured, and a reasonable period of time in which to cure the default, which shall not be less than thirty (30) days. If requested by either Party, the Parties shall meet and confer in an attempt to resolve the matter raised by the notice of default. During any such cure period, the Party charged shall not be considered in default for purposes of cancellation or termination of this Agreement and neither Party may institute legal proceedings related to the alleged default.

7.7 Remedies After Expiration of Cure Period. After expiration of the cure period, if the alleged default has not been cured in the manner set forth in the notice and to the satisfaction of the Party issuing the default notice, the non-defaulting Party may at its option: (i) institute legal proceedings to obtain appropriate judicial relief including, without limitation, mandamus, specific performance, injunctive relief, or cancellation of this Agreement; or (ii) give the other Party notice of intent to cancel this Agreement.

7.7.1 Public Hearing. If notice of intent to cancel this Agreement is given by the non-defaulting Party, CITY shall schedule the matter for public hearing before the City Council to review the matter and make specific written findings regarding the alleged default pursuant to Government Code section 65868 and the Procedural Ordinance. Where LANDOWNERS are the Party alleged to be in default, CITY shall provide LANDOWNERS: (i) a reasonable opportunity to respond to all allegations of default at such public hearing; (ii) at least thirty (30) days prior written notice of the date, time, and place of the public hearing; and (iii) copies of all CITY staff reports prepared in connection therewith at least five (5) days prior to the hearing. LANDOWNERS shall be given an opportunity to be heard at the public hearing. The burden of proof whether a LANDOWNER is in default shall be on CITY, the burden of proof whether the CITY is in default shall be on the LANDOWNERS, and the burden on whether default has been properly cured shall be on the Party alleged to be in default.

7.7.2 Cancellation or Modification of Agreement—LANDOWNERS Default. At the conclusion of the public hearing, if the City Council finds, based on substantial evidence, that either of the LANDOWNERS was in default and the default has not been cured to the satisfaction of CITY, or if the City Council determines that because of the default a serious risk to the public health or safety exists, this Agreement shall be either cancelled for breach as of the date of the City Council's determination, or the City Council may modify this Agreement and impose such conditions as are reasonably necessary to address the default and/or protect the interests of the CITY and the public. LANDOWNERS may thereafter institute legal proceedings to obtain appropriate judicial relief including, without limitation, mandamus, specific performance, or injunctive relief. Expiration of the Term of this Agreement shall be tolled during the period of legal proceedings if there be a judicial determination invalidating or reversing the CITY's cancellation or modification of this Agreement.

7.8 <u>Termination for Convenience</u>.

7.8.1 Termination Upon Completion of Development. This Agreement shall terminate as to each parcel of land contained within the Property when that parcel of land: (i) has been fully developed; (ii) all occupancy permits for the buildings constructed thereon have been issued by CITY; (iii) CITY has accepted the Public Facilities constructed by LANDOWNERS thereon or required to serve that parcel; (iv) CITY, City Agency and/or Public Agency has accepted the Dedications or Reservations thereon; and (v) all of LANDOWNERS' obligations in connection therewith as set out in this Agreement are satisfied, as reasonably determined by CITY. CITY shall, upon written request made by LANDOWNERS to CITY's Community Development Department, determine if the Agreement has terminated with respect to any parcel of land contained within the Property, and shall not unreasonably withhold termination as to that parcel if LANDOWNERS' obligations therewith are satisfied. LANDOWNERS shall pay to CITY a fee commensurate with the cost of processing the request and making such a determination, including, without limitation, CITY's administrative and legal expenses. Such fee shall be determined in accordance with CITY's established fees and charges then in effect.

7.8.2 Multi Family and Single Family Residential Projects. This Agreement shall automatically terminate and be of no further force and effect as to any single family residence or multi-family building, and the lot or parcel upon which said residence or building is located, when CITY has issued an occupancy permit for that residence or building.

7.8.3 Termination Upon Mutual Consent of the Parties. This Agreement may be terminated prior to the expiration of the Term by mutual written agreement of the LANDOWNERS and CITY and/or between CITY and Assignee, and any such termination shall not be binding on Assignee or LANDOWNERS, as applicable, if it has not executed the written agreement with CITY.

7.8.4 Termination by Expiration of Term. This Agreement shall expire as of the date of the expiration of the Term, without notice or any further action of either Party, unless at least

fifteen (15) days prior to said expiration, the Term is extended by mutual agreement of the Parties as set out in an amendment.

7.8.5 Termination for Convenience. Whenever this Agreement expressly provides for the termination of this Agreement for convenience, the terminating Party shall exercise such right to terminate the Agreement for its convenience by providing the other Party with written notice of termination as provided in Section 9.2 at least thirty (30) days prior to the effective date of termination as set out in the notice.

7.9 Recorded Notice of Termination or Cancellation. Upon termination or cancellation of this Agreement, CITY shall, on its own initiative and/or upon LANDOWNERS' request, record a notice of such termination or cancellation against the Property or specific parcels of land in a form satisfactory to the City Attorney that the Agreement has been terminated or cancelled. The notice shall be recorded by CITY within thirty (30) days after CITY's determination that this Agreement is terminated or cancelled. The aforesaid notice may specify, and LANDOWNERS agree, that termination or cancellation shall not affect in any manner any continuing obligations under this Agreement which survive its termination or cancellation as set out herein or in a recorded covenant.

7.10 Effect of Cancellation/Termination on LANDOWNERS' Obligations. Cancellation or termination of this Agreement as to the Property or any portion thereof shall not affect any of the LANDOWNERS' obligations to comply with the Development Plan, Project Entitlements, Special Conditions, Public Financing Mechanisms, Development Fees, Land Use and Development Regulations, and Subsequent Approvals. The foregoing includes, without limitation, tentative maps, special permits, plan reviews, variances, Building Permits, and all other entitlements, permits, and approvals issued for the Property and/or the Project prior to the effective date of cancellation or termination which are required: (i) for LANDOWNERS to complete construction of any improvements on the Property for which a final map had been recorded or Building Permit had been issued; (ii) for CITY to provide any Public Facilities and/or Public Services to serve improvements on the Property either completed prior to the effective date of cancellation or termination or to be completed under the Building Permits issued and final maps recorded prior to the effective date, or to serve residents and businesses that are then occupying the Property or will occupy the Property under the Building Permits issued and final maps recorded prior to the effective date; and (iii) for LANDOWNERS' performance of obligations under the Land Use and Development Regulations, Project Entitlements, or Special Conditions which had otherwise been deferred under the terms of this Agreement. Notwithstanding the cancellation or termination of this Agreement or anything contained herein to the contrary, LANDOWNERS shall also be obligated to comply with any covenants of this Agreement that are to survive after cancellation or termination of this Agreement, whether express or implied, or which have been recorded against the Property under the terms of a separate agreement.

8.0 LENDER PROVISIONS

8.1 Lender Rights and Obligations.

8.1.1 No Impairment. Neither of the LANDOWNERS entering into this Agreement nor their defaults under this Agreement shall alter, defeat, render invalid, diminish, or impair the lien of any Mortgage or Deed of Trust on the Property made in good faith by the Lender and for value. This Agreement shall not prevent or limit either LANDOWNER in any manner, at that LANDOWNER's sole discretion, from encumbering its Property or any portion thereof or any improvement thereon by any Mortgage, Deed of Trust, or other security instrument securing financing with respect to development of the Property or adjacent properties for the Project.

8.1.2 Prior to Lender Possession. No Lender shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges which are liabilities of LANDOWNERS or LANDOWNERS' successors in interest, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Nothing in this Section 8.1 shall be construed to grant to a Lender rights beyond those of LANDOWNERS hereunder, or to limit any remedy CITY has hereunder in the event of default by LANDOWNERS, including, without limitation, suspension, cancellation for breach, and/or refusal to grant entitlements with respect to the Property.

8.1.3 Lender in Possession. A Lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a Mortgage or Deed of Trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges which are obligations of LANDOWNERS, and which remain unpaid as of the date such Lender takes possession of the Property or portion thereof. However, a Lender shall not be eligible to apply for or receive entitlements with respect to Development of the Property for the Project, or otherwise be entitled to Develop the Property or devote the Property to any uses or to construct any improvements thereon, other than the Development contemplated or authorized by this Agreement and subject to all of the terms and conditions hereof, including payment of all fees and charges (delinquent, current, and accruing in the future), and entering into an Assignment and Assumption Agreement to assume all obligations of LANDOWNERS hereunder. No Lender, or successor thereof, shall be entitled to the rights and benefits of the LANDOWNERS hereunder or entitled to enforce the provisions of this Agreement against CITY unless and until such Lender or successor thereof qualifies as a recognized Assignee under the provisions of Section 2.6 of this Agreement and Lender cures LANDOWNERS' default to the CITY's satisfaction as provided in Section 8.3.

8.2 Notice of LANDOWNER's Default. If CITY receives notice from a Lender requesting a copy of any notice of default given a LANDOWNER hereunder and specifying the address for service thereof, then CITY shall deliver to such Lender within thirty (30) days of sending the notice of default to such LANDOWNER a copy of the default notice.

8.3 Lender's Right to Cure. Each Lender shall have the right (but not the obligation) during the same period of time available to LANDOWNERS to cure or remedy, on behalf of a LANDOWNER, the default claimed and set forth in CITY's written default notice. Such action shall not entitle a Lender to develop the Property or otherwise partake of any benefits of this

Agreement unless such Lender shall assume and perform all obligations of such LANDOWNER hereunder under the terms of the Assignment and Assumption Agreement.

8.4 Other CITY Notices. If CITY receives notice from a Lender requesting a copy of any notice, including a notice of default, issued by CITY to LANDOWNERS pursuant to the terms of this Agreement, a copy of said notices shall be sent to Lender at the address provided herein within thirty (30) days of sending the notice to LANDOWNERS.

8.5 Estoppel Certificates. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to issue a writing known as an estoppel certificate, certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith, including Lenders. An estoppel certificate provided by CITY establishing the status of this Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the Party requesting the certificate.

9.0 MISCELLANEOUS PROVISIONS

9.1 No Joint Venture, Partnership, or Other Relationship. Nothing contained in this Agreement or in any other document executed in connection with this Agreement shall be construed as creating a joint venture or partnership between CITY and LANDOWNERS. Each Party is acting as an independent entity and not as an agent of the other in any respect. No relationship exists as between CITY and LANDOWNERS other than that of a governmental entity regulating the development of private property, and the owner of such private property.

9.2 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the CITY and LANDOWNERS, or LANDOWNERS' successors in interest, and to Lender, if applicable. Notice shall be effective on the date delivered in person, or on the third day after it is deposited in the United States Mail, addressed as set forth below, with postage prepaid:

Notice to the CITY:	City of Sacramento 915 I Street Sacramento, CA 95814 ATTN: City Manager
Notice to the LANDOWNERS:	Teichert Land Co.

Attention: President
3500 American River Drive
Sacramento, CA 95864

AND

Fruitridge Road Land Co.
Attention: President
3500 American River Drive
Sacramento, CA 95864

with copies to:

StoneBridge Properties
Attention: President
3500 American River Drive
Sacramento, CA 95864

Taylor & Wiley
Attention: James Wiley
2870 Gateway Oaks Dr. Suite 200
Sacramento, CA 95833

Any Party may change the address to which notices are to be mailed by giving written notice of such changed address to each other Party in the manner provided herein.

9.3 Integrated Documents/Entire Agreement. This Agreement, the Exhibits, and the documents incorporated by reference in this Agreement or in the Exhibits are to be considered as one document and default of any of the provisions contained herein or therein shall be considered a default of this Agreement. This Agreement, including the Exhibits and documents incorporated herein by reference, integrates all of the terms and conditions related or incidental to its subject matter and constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

9.4 Severability. If any provision of this Agreement is held invalid, void, or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected, and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties as provided in Section 2.3. If any provision of this Agreement is held invalid, void, or unenforceable, and the remainder of the Agreement cannot be enforced without failure of material consideration to any Party, either Party shall have the right, in its sole discretion, to terminate this Agreement for its convenience upon providing written notice of such termination to the other Party and specifying the effective date thereof. If either Party so elects to terminate this Agreement, such election shall not affect in any manner the terms and conditions of any entitlement granted by CITY with respect to the Property, or any portion thereof, prior to the termination date, except as specified in Section 7.10.

9.5 Precedence. If any direct conflict or inconsistency arises between this Agreement and the Land Use and Development Regulations, or between this Agreement and a Subsequent Rule, the provision of this Agreement shall have precedence and shall control over the conflicting or inconsistent provisions of the Land Use and Development Regulations or the Subsequent Rule, except as provided in Sections 3.3 and 4.0.

9.6 Recording. The City Clerk shall cause a copy of this Agreement to be recorded with the Sacramento County Recorder no later than ten (10) days following the Effective Date. If the Sacramento County Recorder refuses to record any Exhibit, the City Clerk may replace it with a single sheet bearing the Exhibit identification letter, title of the Exhibit, the reason it is not being recorded, and that the original Exhibit, certified by the City Clerk, is in the possession of the City Clerk and will be reattached to the original when it is returned by the Sacramento County Recorder to the City Clerk.

9.7 Referendum. CITY shall not submit the Adopting Ordinance to a referendum by action of the City Council on its own motion without LANDOWNERS' written consent. This Agreement shall not become effective if a referendum petition is filed challenging the validity of the Adopting Ordinance. If the Adopting Ordinance is the subject of a referendum, LANDOWNERS shall have the right to terminate this Agreement for its convenience by providing written notice to CITY as provided in Section 9.2 not later than thirty (30) days after the referendum petition is certified as valid by the County elections officer, or such later time as allowed in writing by the City Manager. The Parties' obligation to perform under this Agreement shall be suspended pending the outcome of any such referendum election. The Term of this Agreement shall be extended by the amount of time between the date the petition for referendum is certified as valid by the County elections office and the date on which the results of the special election are certified as valid by the County elections officer.

9.8 Construction. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. All Parties have had the opportunity to be represented by legal counsel of their own choice in the preparation of this Agreement, and no presumption or rule that "an ambiguity shall be construed against a drafting party" shall apply to the interpretation or enforcement of any provision hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain, and shall be disregarded in the construction and interpretation of this Agreement.

9.9 Time. Time is of the essence of each and every provision hereof.

9.10 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

9.11 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of Parties and their successors and Assignees, including Lenders. No Person who is not a qualified successor of a Party or an Assignee pursuant to Sections 2.6 and 8.1.3 of this Agreement, or who has not become a party by duly adopted amendment to this Agreement, may claim the benefit of any provision of this Agreement.

9.12 Effect of Agreement Upon Title to Property. In accordance with the provisions of Government Code section 65868.5, from and after the time of recordation of this Agreement, the Agreement shall impart such notice thereof to all persons as is afforded by the recording laws of the State of California. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

9.13 Survivorship. The LANDOWNERS' obligations arising under this Agreement pertaining to indemnity and attorneys fees as set out in Sections 2.7.5, 6.8, 6.10, 7.1 and 7.5, and LANDOWNERS' rights and obligations regarding approved entitlements as set out in Section 7.10, shall survive the expiration, termination, or cancellation of this Agreement.

9.14 Covenant of Good Faith and Cooperation. CITY and LANDOWNER'S agree that each of them shall at all times act in good faith and cooperate with one another in order to carry out the terms of this Agreement. Any information which is readily available and required by one Party from the other Party in order to carry out that Party's obligations under this Agreement shall be provided to that Party within a reasonable period of time and at no cost.

9.15 Prior Agreements. There are no oral or written representations, understandings, undertakings or agreements between the Parties related to Development of the Property that are not contained in or expressly referred to in this Agreement, and any such representations, understandings, undertakings, or agreements are superseded by this Agreement. No evidence of any such representations, understandings, undertakings, and agreements shall be admissible in any proceeding of any kind or nature related to the terms and conditions of this Agreement, or its interpretation or default. This Agreement is specifically intended by the Parties to supersede all prior written agreements, if any, for the Development of the Property which may exist between CITY and LANDOWNERS, except as may be specified in the Special Conditions. The provisions of Sections 2.7.5, 6.8, 6.10, and 7.1 of this Agreement relating to indemnification and defense of CITY by LANDOWNERS shall be applicable to any claim whatsoever against CITY by an Assignee or a third party arising out of or in any way relating to any existing or future agreement between the Parties, or between LANDOWNERS and City Agency, relating to the Development of the Property.

9.16 Power of Eminent Domain. It is understood that LANDOWNERS may be required by CITY to utilize its best good faith efforts to acquire certain parcels and land and rights-of-way which are not currently owned by LANDOWNERS and necessary to construct the Public Facilities as required by CITY to serve the Project. Should it become necessary due to LANDOWNERS' failure to acquire such lands and rights-of-way, the CITY shall negotiate the

purchase of the needed land and rights of way to allow LANDOWNERS or CITY to construct the Public Facilities that are required to be constructed by LANDOWNERS or CITY to serve the Project under this Agreement. If necessary, in accordance with the procedures established by State law, CITY may use its power of eminent domain to condemn such lands and rights-of-way. LANDOWNERS shall pay for CITY's costs associated with CITY's acquisition and condemnation proceedings unless such costs are paid through a Public Financing Mechanism or Development Fee. If CITY is unable or prevented from acquiring or condemning the necessary land and rights-of-way to enable LANDOWNERS or CITY to construct the Public Facilities required under this Agreement, then the Parties will meet to negotiate the terms of an amendment to this Agreement, including, without limitation, changes to the Project Entitlements and LANDOWNERS' Vested Rights. Nothing in this Section 9.16 is intended or shall be deemed to constitute a determination or resolution of necessity by CITY to initiate condemnation proceedings and nothing in this Section 9.16 or in this Agreement is intended or shall be construed to constitute a prohibition against CITY or City Agency to exercise its power of eminent domain to condemn LANDOWNERS' Property.

9.17 Counterparts. This Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the Parties has executed such a counterpart.

9.18 Authority. Each of the signatories to this Agreement represent that he or she is authorized to sign the Agreement on behalf of such Party, all approvals, acts, ordinances, and consents which must be obtained to bind such Party have been obtained, no further approvals, acts, ordinances, or consents are required to bind such Party to this Agreement, and he or she is signing to guarantee the performance of such Party's obligations under this Agreement.

9.19 Final Form of Exhibits. It is the intention of the Parties, and the Parties expressly agree, that the Exhibits to this Agreement may be modified by CITY, in cooperation with LANDOWNERS, after City Council approval of the Adopting Ordinance and execution of this Agreement by the Parties, and prior to recordation, in order to conform the contents of the Exhibits to the final City Council approval of the Project.

[REMAINING PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the CITY and LANDOWNERS have executed this Agreement as of the dates set forth below.

CITY:

CITY OF SACRAMENTO,
a municipal corporation

By: _____
City Manager

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

LANDOWNERS:

TEICHERT LAND CO.,
A California corporation

By:_____

Name:_____

Title:_____

Date: _____

By:_____

Name:_____

Title:_____

Date: _____

AND

FRUITRIDGE ROAD LAND CO.,
a California Corporation

By:_____

Name:_____

Title:_____

Date: _____

By:_____

Name:_____

Title:_____

Date: _____

(ATTACH NOTARY ACKNOWLEDGMENTS)

WORKING DRAFT 07/07/15

DELETE PAGE **EXECUTION PAGE FOR LENDER**

_____, a _____ (herein "LENDER") owns an equitable interest in the Property described in Exhibit A of this Agreement as the beneficiary of that certain deed of trust and assignment of rents dated _____ and recorded on _____, as Instrument ___, in Book ____, Page __, Official Records, Sacramento County, California.

LENDER hereby executes this Agreement and agrees to be bound by the terms and condition hereof, subject to the limitations set forth in Section 8.1.

LENDER requests that it be provided with copies of all notices mailed to LANDOWNER pursuant to the terms of this Agreement and that said copies be addressed as follows:

_____
_____
_____
Attn:_____

LENDER:

_____

By:_____

Name:_____

Title:_____

Dated:_____

(ATTACH APPROPRIATE ACKNOWLEDGMENT)

EXHIBIT A

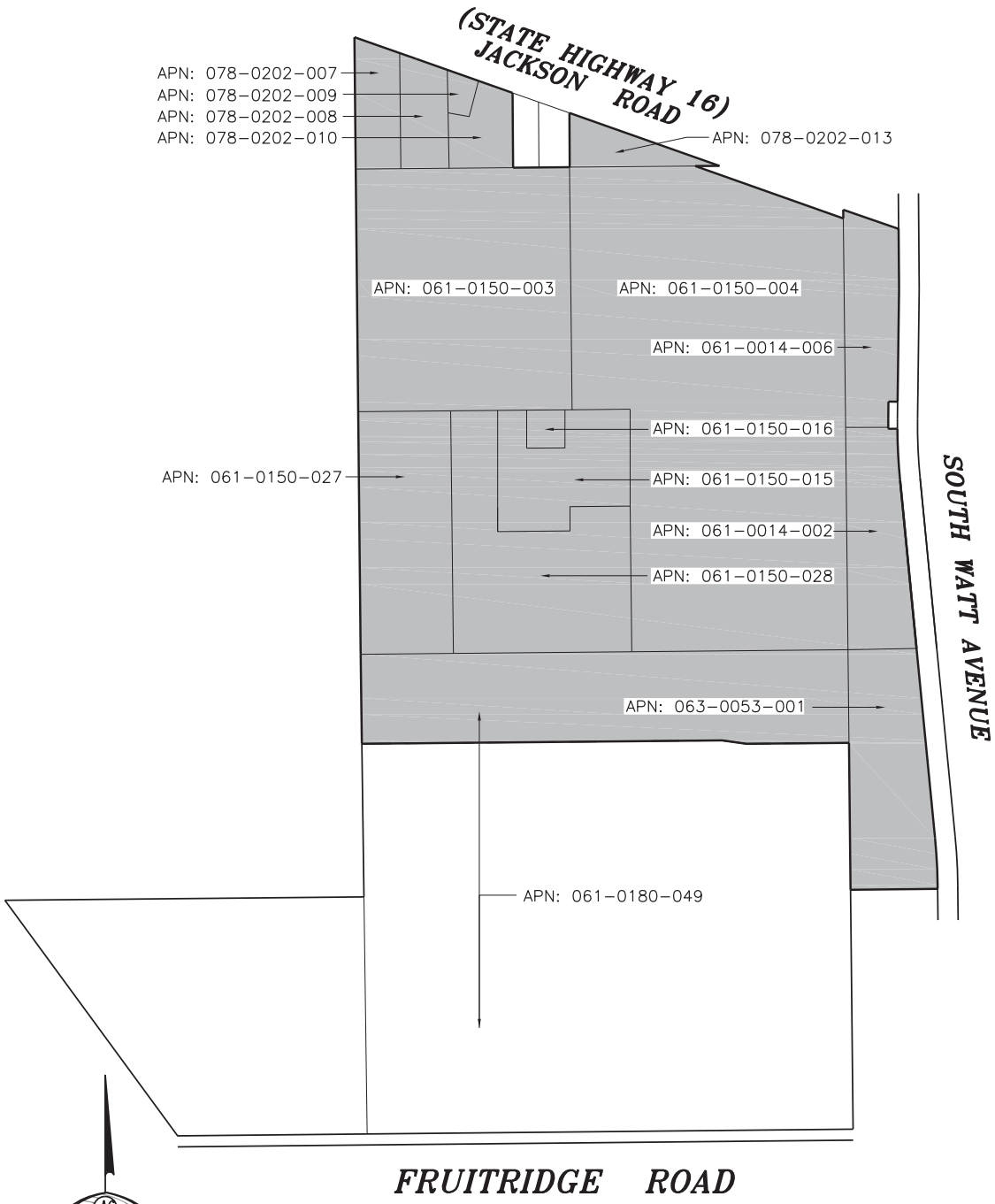
DESCRIPTION OF LANDOWNERS' PROPERTY

THE PROPERTY CONSISTS OF PARCELS OF LAND IDENTIFIED BY THE ASSESSOR PARCEL NUMBERS LISTED, AND AS MORE PARTICULARLY SHOWN AND DESCRIBED, IN EXHIBIT A-1, ATTACHED AND INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE.

EXHIBIT TO ACCOMPANY DESCRIPTION

ASPEN 1

CITY OF SACRAMENTO, CALIFORNIA
JUNE 2015



N

0 300 600 1200
SCALE: 1"=600'

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

EXHIBIT 'A'

#1426.026

LEGAL DESCRIPTION
FOR
ASPEN 1
DEVELOPMENT AGREEMENT

A portion of the southeast quarter of Section 13 and a portion of the east half of Section 24, Township 8 North, Range 5 East, Mount Diablo Baseline & Meridian, a portion of the west half of Section 19, Township 8 North, Range 6 East, Mount Diablo Baseline & Meridian, also being a portion of land as shown on an Amended Record of Survey, filed in Book 85 of Survey Maps, at Page 19, Sacramento County Records, in the County of Sacramento, State of California, described as follows:

BEGINNING at the north quarter corner of said Section 24, also shown on said Amended Record of Survey; thence along the boundary of said Record of Survey, along the west line of said southeast quarter, North 00°34’31” West, a distance of 719.96 feet to a point of intersection with the southwesterly right-of-way line of Jackson Road, also being the northwest corner of the boundary as shown on said Record of Survey; thence along said southwesterly right-of-way line, South 70°38’59” East, a distance of 356.74 feet; thence continuing, South 70°34’16” East, a distance of 559.07 feet; thence leaving said southwesterly right-of-way line continuing along said boundary, South 00°21’37” East, a distance of 408.23 feet to a point of intersection with the south line of said southeast quarter, also being the north line of the east half of said Section 24; thence along said south line, North 89°29’53” East, a distance of 309.39 feet; thence leaving said south line, along said boundary, North 00°22’07” West, a distance of 296.16 feet to a point of intersection with said southwesterly right-of-way line; thence along said southwesterly right-of-way line and said boundary, the following four (4) courses and distances:

1. South 70°34’16” East, a distance of 868.81 feet;
2. South 89°29’53” West, a distance of 132.01 feet;
3. South 70°34’16” East, a distance of 297.09 feet;
4. South 70°29’49” East, a distance of 560.65 feet to a point of intersection with the east line of said Section 24;

Thence along said east line, also being said southwesterly right-of-way line, North 00°36’55” West, a distance of 47.92 feet; thence leaving said east line, continuing along said southwesterly right-of-way line, South 70°52’51” East, a distance of 319.87 feet to a point of intersection with the west right-of-way line of South Watt Avenue, also being the northeast corner of the boundary as shown on said Record of Survey; thence continuing along said boundary, also being said west right-of-way line, the following two (2) courses and distances:

1. South 00°25’09” East, a distance of 329.82 feet;
2. South 00°42’40” West, a distance of 613.55 feet;

Thence leaving said west right-of-way line continuing along said boundary, North 89°17’20” West, a distance of 50.00 feet; thence South 00°42’40” West, a distance of 92.46 feet; thence along a tangent curve concave to the east having a radius of 3105.00

EXHIBIT B

PROJECT DEVELOPMENT PLAN

THE PROJECT EXHIBITS COMPRISING THE DEVELOPMENT PLAN INCLUDE THE EXHIBITS SHOWING THE GENERAL PLAN LAND USE DESIGNATION, SPD, PUD SCHEMATIC PLAN, AND PUD GUIDELINES, WHICH EXHIBITS ARE ATTACHED AND INCORPORATED HEREIN, AND LABELED AS EXHIBITS B1, B2, B3 and B4, RESPECTIVELY.

NOTE: SUBSTANTIVE CHANGES TO THE ATTACHED EXHIBITS OR THEIR TERMS AND CONDITIONS REQUIRE AN AMENDMENT TO THIS AGREEMENT TO BECOME VESTED UNDER SECTION 2.3.3 OF THE AGREEMENT.

EXHIBIT B1

GENERAL PLAN LAND USE DESIGNATION

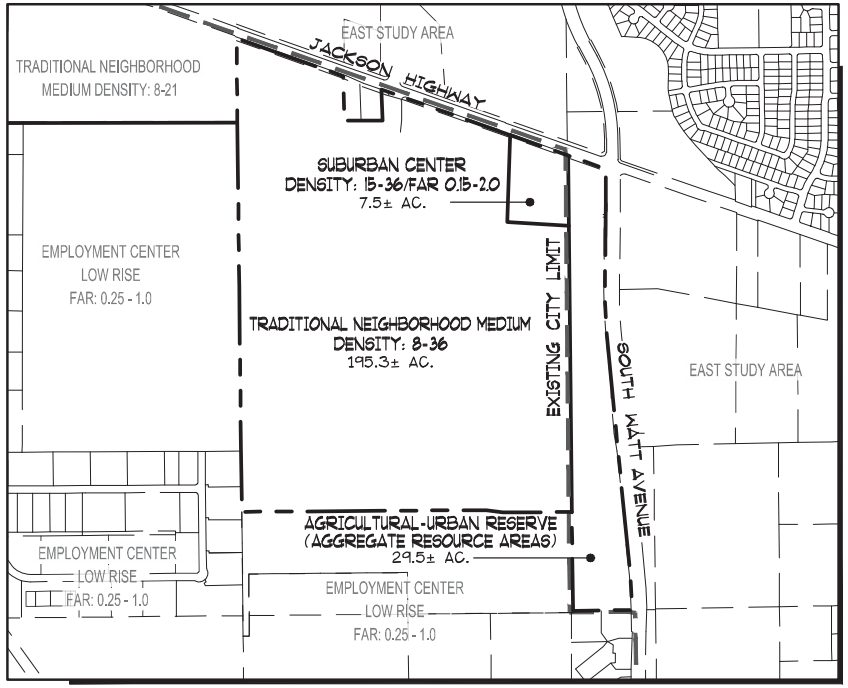
General Plan Amendment Exhibit

ASPEN 1-NEW BRIGHTON SPD (PUD)

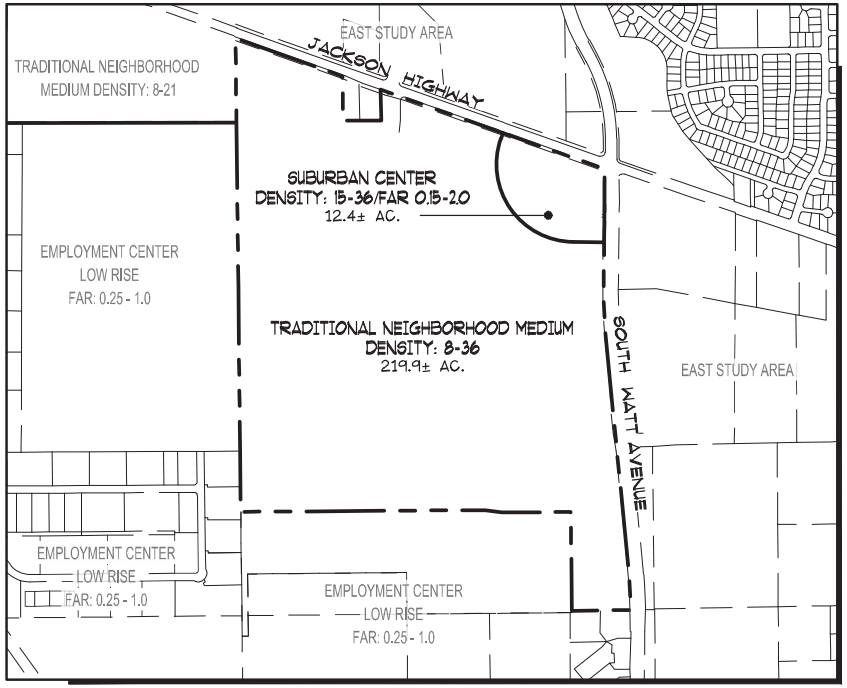
City of Sacramento, California

JUNE 2, 2015

SHEET 5 OF 6



Existing General Plan



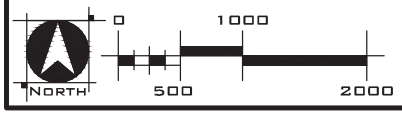
Proposed General Plan

SHEET INDEX

SHEET NO.	EXHIBIT
1.	COVER SHEET/KEY MAP/NOTES/SECTIONS
2.	TENTATIVE SUBDIVISION MAP
3.	LARGE LOT TENTATIVE MAP
4.	PUD SCHEMATIC PLAN
5.	GENERAL PLAN AMENDMENT EXHIBIT
6.	REZONE EXHIBIT

SUMMARY TABLE

DESIGNATION LAND USE	EXISTING	PROPOSED	DIFFERENCE
TRADITIONAL NEIGHBORHOOD MEDIUM DENSITY 8-36	195.3	219.9	+24.6
SUBURBAN CENTER DENSITY: 15-36/FAR 0.15-2.0	7.5	12.4	+4.9
AGRICULTURAL-URBAN RESERVE (AGGREGATE RESOURCE AREAS)	29.5	0	-29.5
	232.3 ± Acres	232.3 ± Acres	



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

J:\1000-s\1426-RockCreek\Aspen_1\Planning\Exhibits\GPA_Aspen-1.dwg 6/2/2015 9:50 AM Brooks Taylor

EXHIBIT B2

NEW BRIGHTON SPD

EXHIBIT B3

PUD SCHEMATIC PLAN

SPD - PUD SCHEMATIC PLAN
ASPEN 1 - NEW BRIGHTON

CITY OF SACRAMENTO, CALIFORNIA

SHEET 4 OF 6

Revised MARCH 2013
Revised March 2012
Revised July 7, 2010
Created June 2010

LEGEND	Acres (gross)
Low Density Residential	86.0
High Density Residential	19.3
Residential Mixed Use	17.0
Commercial (0.25 – 2.0 FAR)	12.4
School (Underlying Residential Zoning)	9.8
Urban Farm	26.7
Open Space	28.8
Park	16.6
Major Roads	15.7
TOTAL	232.3

SHEET INDEX

NORTH

SWA
Laguna Beach
Sacramento
San Francisco
Los Angeles
Houston
Dallas
Shanghai

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C Street, Bldg. 100-B Tel: 916.341.7760
Sacramento, CA 95816 Fax: 916.341.7767

EXHIBIT B4

PUD GUIDELINES

THE NEW BRIGHTON PUD GUIDELINES ARE INCORPORATED BY REFERENCE WITH THE COVER PAGE CONSTITUTING THIS EXHIBIT.

A NEW PARK COMMUNITY

NEW BRIGHTON

PUD GUIDELINES

PREPARED BY STONEBRIDGE PROPERTIES, LLC 3500 AMERICAN RIVER DRIVE SACRAMENTO CA 95864

EXHIBIT C

PROJECT ENTITLEMENTS

THE FOLLOWING PROJECT ENTITLEMENTS, INCLUDING THE ORDINANCES, RESOLUTIONS, PERMITS, AND FINDINGS AND CONDITIONS ATTACHED TO SUCH ENTITLEMENTS, **AS OF THE EFFECTIVE DATE OF THIS AGREEMENT,** ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE.

NOTE: SUBSTANTIVE CHANGES TO THE FOLLOWING ENTITLEMENTS OR THEIR TERMS AND CONDITIONS REQUIRE AN AMENDMENT TO THIS AGREEMENT TO BECOME VESTED UNDER SECTION 2.3.3 OF THE AGREEMENT. CHANGES (INCLUDING ADDITIONS) TO THE MITIGATION MEASURES AFTER THE EFFECTIVE DATE OF THIS AGREEMENT WILL BE INCORPORATED INTO THIS AGREEMENT WITHOUT THE NEED FOR AN AMENDMENT TO THIS AGREEMENT, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

Commission or City Council	Date of Hearing	Description of Approved Entitlements	Ordinance, Resolution or Record of Decision

EXHIBIT D

PROJECT ENVIRONMENTAL CERTIFICATION

FINAL ENVIRONMENTAL IMPACT REPORT AND MITIGATION MEASURES

RESOLUTION NO. _____ CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PROJECT, ADOPTING FINDINGS OF FACT, MITIGATION MEASURES, AND STATEMENT OF OVERRIDING CONSIDERATION, AND APPROVING THE MITIGATION MONITORING PROGRAM WAS APPROVED BY THE CITY COUNCIL ON _____ AND IS INCORPORATED IN THIS AGREEMENT BY THIS REFERENCE.

NOTE: IF THE CITY APPROVES ANY CHANGES TO THE MITIGATION MEASURES AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, THOSE CHANGES WILL BE INCORPORATED INTO THIS AGREEMENT WITHOUT THE NEED FOR AN AMENDMENT TO THIS AGREEMENT, UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT.

EXHIBIT E

PROTEST WAIVER PROVISIONS

LANDOWNERS understand and agree that financing and maintenance of the Public Facilities required under the Development Plan, Project Entitlements, and Special Conditions may be accomplished through a variety of Public Financing Mechanisms, including, without limitation, a combination of special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), and Development Fees, all of which mechanisms are designed to spread the cost of the Public Facilities in accordance with benefit to the properties included in such Public Financing Mechanisms and other fee programs and methodologies. LANDOWNERS further understand and agree that an important component of this Agreement is LANDOWNERS' advance consent to the formation of, or implementation of, any such Public Financing Mechanisms, and LANDOWNERS' agreement not to protest or contest such formation, implementation or fee imposition.

Accordingly, LANDOWNERS agree for themselves, their constituents, successors and assigns that they fully, finally, and forever waive and relinquish any right they may have to protest or contest the formation or implementation of any Public Financing Mechanism to fund and maintain Public Facilities, together with any rights they may have to contest the imposition of any related fees, assessments, taxes, or other charges. Nothing in this Agreement, however, shall prevent LANDOWNERS from presenting CITY any information or opinions regarding any Public Financing Mechanism that CITY may from time to time consider establishing or imposing, which information or opinions relate to the dollar amount of any fees, assessments, taxes or other charges imposed by CITY.

If a Public Financing Mechanism or Development Fee is proposed for adoption by CITY, which Public Financing Mechanism or Development Fee directly and significantly conflicts with the Nexus Study adopted by the City Council in connection with establishment of the financing mechanism or fee, LANDOWNERS shall have the right to protest only the actual amount of the directly and significantly conflicting proposed fee, charge, special tax, or assessment proposed to be levied, charged, assessed or taxed against the Property by virtue of the proposed Public Financing Mechanism or Development Fee . However, LANDOWNERS' right to protest, or object shall be waived unless LANDOWNERS' protest or objection is made at or before the time of the public hearing wherein the proposed Public Financing Mechanism or Development Fee is established by the City Council.

LANDOWNERS shall not have the right, in connection with any land use entitlement proceeding with respect to the Property, to judicially challenge the Public Financing Mechanism or Development Fee, or the fees, charges, assessments or special taxes as applied to the Property

or the Project for Public Facilities, and waive any statutory or common law right to withhold payment or to pay such fees, charges, assessment or special taxes under protest. For purposes of this Agreement, "fees, charges, assessments or special taxes" shall include any monetary exaction or payment required to be paid by LANDOWNERS by virtue of or relating to Development of the Property.

Without limiting the generality of the foregoing, LANDOWNERS for themselves, their constituents, successors and assignees specifically, as to the Property, agree to the following:

(1) Waive, and hereby grant advance consent to the formation and implementation of any and all special assessment districts, tax districts (such as Mello-Roos Community Facilities Districts), fee districts or other Public Financing Mechanisms of a similar nature recommended or established by CITY for the purpose of financing and maintaining Public Facilities .

Without limiting the generality of the foregoing, LANDOWNERS specifically waive: (i) the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 of the Streets and Highways Code, beginning at section 2800), together with associated provisions of the California Constitution; (ii) the provisions of any other statute designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism; and (iii) the provisions of any procedure embodied in the Sacramento City Code designed to provide a protest or contest procedure in connection with formation and implementation of a district or similar financing mechanism.

(2) Waive, and hereby grant advance consent to the establishment or imposition of any and all Development Fees and special fees, exactions, development fees, assessments, taxes or other charges established by CITY for the purpose of financing and maintenance of Public Facilities. Without limiting the generality of the foregoing, LANDOWNERS specifically waive: (i) to the extent applicable, those statutory and constitutional provisions specified in paragraph (1) above; and (ii) the provisions of Government Code sections 66000, et seq., or any other provision of law providing a procedure for contest or protest of establishment or imposition of Development Fees, and special fees, exactions, development fees, assessments, taxes or other charges of a similar nature.

(3) Agree to: (i) affirmatively petition CITY, where applicable, for the formation of all special districts and other Public Financing Mechanisms that have been or will be in the future selected or recommended by CITY ; (ii) execute an irrevocable proxy or proxies when necessary (such as in the formation of, or imposition of taxes relative to, a Mello-Roos Community Facilities District) authorizing a representative designated by CITY, who will vote in favor of establishing the specific Public Financing Mechanism in question; and (iii) execute immediately upon presentation any document which is required or convenient for the formation of the district or facilitation of the particular Public Financing Mechanism.

LANDOWNERS agree and specifically represent to CITY that it is fully aware of all of its legal rights relative to the waivers, advance consents and other agreements set forth herein,

having been fully advised by its own independent attorneys. Having such knowledge and understanding of its rights, LANDOWNERS have nevertheless voluntarily entered into the Agreement, of which this Exhibit is a material part. LANDOWNER is aware that CITY is relying on the representations contained in this Exhibit in entering into the Agreement.

EXHIBIT F

SUMMARY LISTING AND MAP OF LAND DEDICATIONS AND RESERVATIONS AND PUBLIC FACILITIES TO BE CONSTRUCTED BY LANDOWNER

A SUMMARY LISTING AND MAP OF THE APPROXIMATE LOCATION AND PURPOSES OF THE LAND DEDICATIONS AND RESERVATIONS ARE ATTACHED AS EXHIBITS F-1 AND EXHIBIT F-2.

EXHIBIT F-1

SUMMARY OF LAND DEDICATIONS, RESERVATIONS
AND CONSTRUCTION OF PUBLIC FACILITIES BY LANDOWNERS

A. Dedicated Rights-of-Way:

- Dedication of public streets
- PUE adjacent to public streets, private alleys, and as otherwise specifically set forth in the Project entitlements

B. Dedicated Parks and Trails:

- Parks Lots X and P (Irrevocable Offer of Dedication in fee)
- Public Trail (Recreation Easement)

C. Public Facilities to be Dedicated:

- Open space lots E, G, K, Q, T, U, V, W, Y (Irrevocable Offer of Dedication in fee)
- Median Lots Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK (Irrevocable Offer of Dedication in fee)

EXHIBIT F-2A

DEDICATED RIGHTS-OF-WAY

EXHIBIT F2-A
DEDICATED RIGHTS-OF-WAY
ASPEN 1

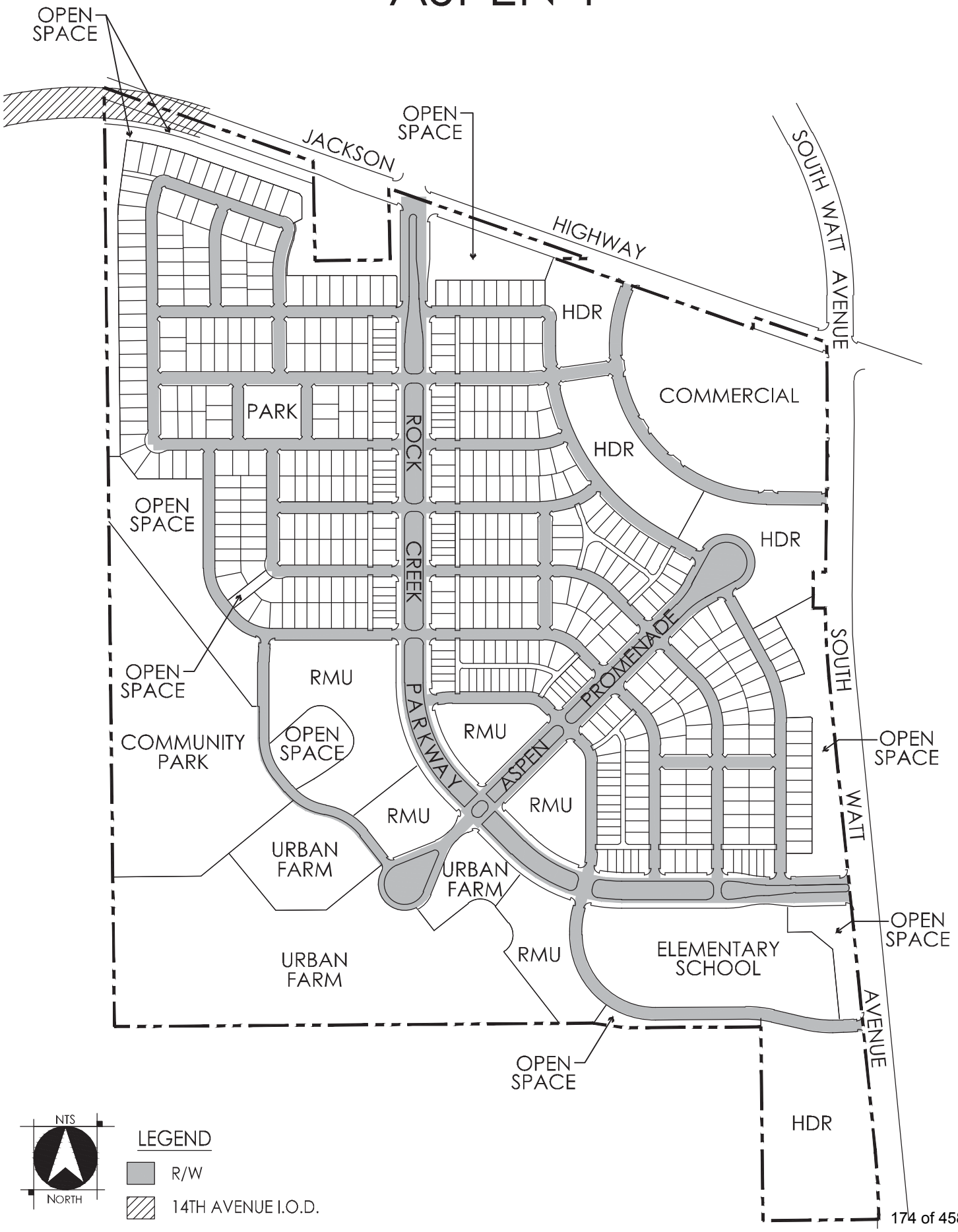


EXHIBIT F-2B

DEDICATED PARKS AND TRAILS

EXHIBIT F2-B
DEDICATED PARKS AND TRAILS
ASPEN 1

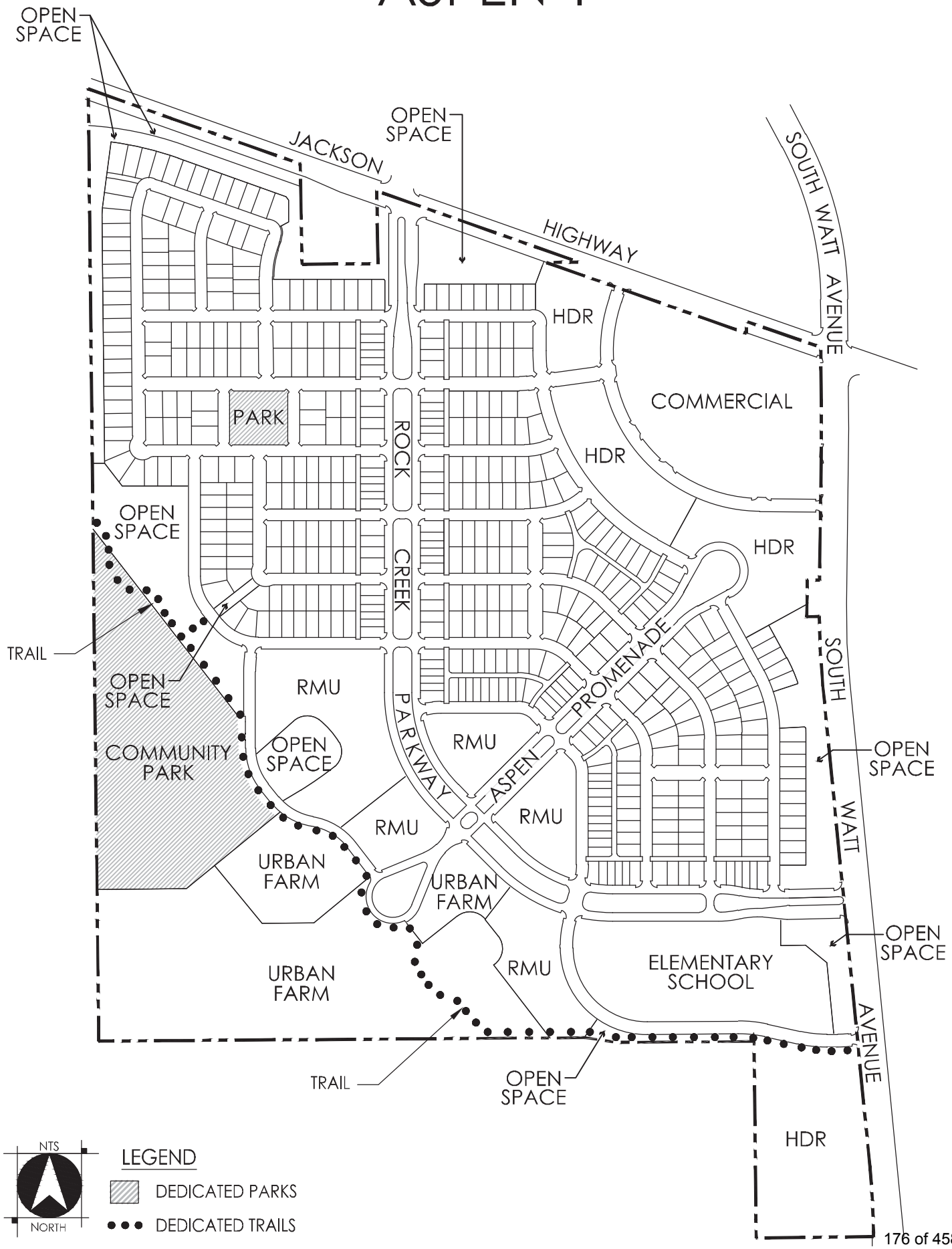


EXHIBIT F-2C

PUBLIC FACILITIES TO BE DEDICATED

EXHIBIT F2-C
PUBLIC FACILITIES TO BE DEDICATED
ASPEN 1

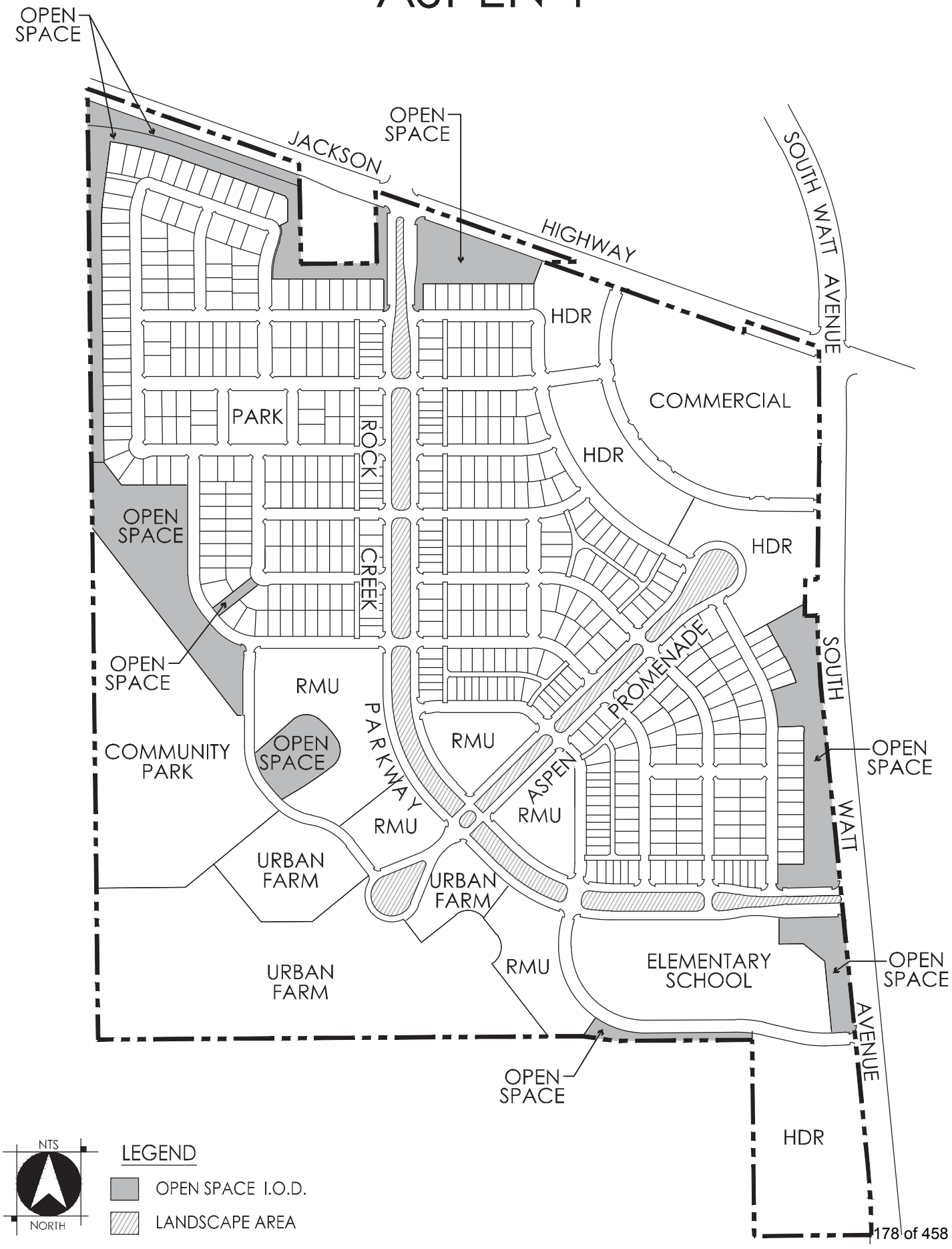


EXHIBIT G

IRREVOCABLE OFFER OF DEDICATION FORM

SEE ATTACHED

WORKING DRAFT 07/07/15

Recording Requested by and Benefiting
the City of Sacramento, a Government Entity –
No Fee Required per Government Code § 6103

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk
City of Sacramento
915 I Street (Historic City Hall)
Sacramento, CA 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

IRREVOCABLE OFFER TO DEDICATE
(IN FEE OR EASEMENT)

_____, a _____, ("GRANTOR") hereby irrevocably offers to dedicate in (fee or easement) to the CITY OF SACRAMENTO, a municipal corporation ("CITY"), that certain real property ("Property") in the City of Sacramento, County of Sacramento, State of California, described as follows:

See Exhibit A, legal description, and Exhibit B, exhibit map, attached hereto and made a part hereof.

GRANTOR, for itself, its successors and assigns hereby waives any claims for any and all damages which: (i) will accrue to the remaining property of the undersigned by reason of its severance from that portion the Property subject to this offer to dedicate, (ii) taking compensation, if any, or (iii) damages on account of the location, establishment, construction or operation of the public facilities to be located on the Property. The foregoing waivers shall include any and all rights or claims that GRANTOR may have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation. GRANTOR acknowledges for itself, its successors and assigns that it has been advised to seek the advice of counsel on the issue of waiver of severance and other damages, and has either done so or has chosen not to do so despite being given such advice.

GRANTOR acknowledges and agrees as follows:

1. This offer is given pursuant to Government Code section 7050, and is irrevocable upon its recordation in the office of the County Recorder, County of Sacramento.

2. This offer may be accepted at any time by the City Council of CITY. This offer may be terminated only in the manner specified in the Streets and Highways Code, commencing at section 8300, for summary vacation of streets or highways.

3. CITY assumes no responsibility or liability whatsoever with respect to the Property or occurrences thereon, as a consequence of the offer set forth herein.

4. GRANTOR shall not create, nor permit to be created, any lien, encumbrance or other title impediment of any sort or nature on or affecting the Property.

5. At the time CITY accepts this offer, GRANTOR shall insure that the Property is free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except (a) easements or rights-of-way for public utilities, if any, and (b) item which CITY has expressly consented in writing, if any.

6. If there are improvements upon the Property placed thereon either before or after this offer is recorded, GRANTOR shall have full legal responsibility, without cost to CITY, to remove such improvements, if this offer is accepted by CITY.

7. To the best of GRANTOR's knowledge, there are no notices or other information giving GRANTOR reason to believe that any conditions existing on the Property or in the vicinity thereof subject or could subject an owner of the Property to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use. As used in this offer, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Property shall be governed by the provisions of section 8 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by CITY prior to acceptance of the offer.

8. GRANTOR agrees and covenants to indemnify and defend CITY and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the presence, use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property as long as the Property is used by CITY for the purpose for which it was dedicated. GRANTOR further agrees and understands that CITY does not, and shall not be deemed to, waive any rights against GRANTOR which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage

available to CITY. The provisions of this Section 8 shall survive the acceptance of the Property by CITY hereunder.

9. This offer is made by GRANTOR for itself, its heirs, successors and assigns, and shall be fully binding on such heirs, successors and assigns.

GRANTOR represents and warrants that the GRANTOR owns the entire fee interest in the Property and therefore has the legal right to execute this offer. The individual executing this offer on behalf of GRANTOR represents and warrants that he or she has been authorized to do so by GRANTOR and that GRANTOR shall thereby be obligated to perform the terms of this offer.

IN WITNESS WHEREOF, GRANTOR has executed this offer on the date set forth below.

GRANTOR(s):

_____

By: _____
Title:
Print Name:

Date: _____

EXHIBIT H

RESERVATION AGREEMENT FORM

SEE ATTACHED

WORKING DRAFT 07/07/15

Recording Requested by and Benefiting
The City of Sacramento, a Government Entity –
No Fee Required per Government Code § 6103

Documentary Transfer Tax Not Required:
Revenue and Taxation Code ' 11922

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Clerk
City of Sacramento
915 I Street (Historic City Hall)
Sacramento, CA 95814

RESERVATION OF REAL PROPERTY AGREEMENT

THIS RESERVATION AGREEMENT (herein "this Agreement") is entered into this _____ day of _____, 20___, (the "Effective Date") by and between _____ (herein "LANDOWNERS") and _____ (herein "PUBLIC AGENCY").

RECITALS

A. LANDOWNERS have entered into a Development Agreement (herein "the Development Agreement") dated _____, with the City of Sacramento, pursuant to which LANDOWNERS agreed to develop certain property more particularly described in the Development Agreement located in the _____ Community Plan Area, subject to certain conditions and obligations set forth in the Development Agreement.

B. Pursuant to the Development Agreement, LANDOWNERS are required to reserve a portion of the Property (herein "the Reservation Parcel") for the future development by PUBLIC AGENCY of specified public facilities.

C. The purpose of this Reservation Agreement is to specify the purchase price and schedule for acquisition of the Reservation Parcel.

AGREEMENT

NOW, THEREFORE, LANDOWNERS AND PUBLIC AGENCY HEREBY AGREE AS FOLLOWS:

1. Property Ownership

LANDOWNERS hereby certify that they are the owner in fee title of the real property situated in the City of Sacramento as depicted in Exhibit A, which is attached hereto and incorporated herein by this reference ("Property").

2. Consideration for Reservation

LANDOWNERS' offer to reserve a portion of the Development Property for future sale to PUBLIC AGENCY as described herein is made in furtherance of a condition of approval by the City of Sacramento for LANDOWNER to develop the Property.

3. Reservation Parcel

Subject to the conditions set forth herein, LANDOWNERS shall designate, set aside, and irrevocably offer to sell to PUBLIC AGENCY for _____ purposes a portion of the Property consisting of _____ as the Reservation Parcel, which is depicted on Exhibit A and described in Exhibit B, which is attached hereto and incorporated herein by this reference. If a conflict between Exhibits A and B, Exhibit B shall prevail.

4. Purchase Price

In accordance with Government Code section 66480, the purchase price for the Reservation Parcel shall be based on the fair market value of the property at the time of the filing of the tentative map that encompasses the Reservation Parcel, plus the taxes paid and any other costs incurred by LANDOWNERS for the maintenance of the Reservation Parcel, including interest costs incurred on any loan covering the Reservation Parcel, from the date of filing of the referenced tentative map to the date of acquisition.

5. Documents and Agreements

At the time of filing the tentative map that encompasses the Reservation Parcel, the LANDOWNERS shall provide PUBLIC AGENCY the following documents that were prepared within the prior six months: (i) an appraisal of the fair market value of the Reservation Parcel prepared by a licensed MAI appraiser, (ii) a phase I environmental site assessment of the Reservation Parcel, (iii) a preliminary title report for the

Reservation Parcel, and a (iv) a form purchase and sale agreement for transfer of title to the Reservation Parcel.

6. Acquisition Schedule

In accordance with Government Code section 66480, PUBLIC AGENCY shall have two years from the date of the filing of the final subdivision or parcel map that encompasses the Reservation Parcel, and such longer period if LANDOWNERS are obligated to complete improvements to the Reservation Parcel and such improvements are not completed within the referenced two year period, to close escrow to acquire the Reservation Parcel. This period of time may be extended by mutual agreement of the parties.

7. Acquisition of Reservation Parcel

LANDOWNERS shall negotiate with PUBLIC AGENCY in good faith to determine the fair market value of the Reservation Parcel, the purchase price, and reasonable terms and conditions of the purchase and sale agreement. PUBLIC AGENCY shall have the sole and absolute discretion to determine whether to purchase the Reservation Parcel at the price and based on the terms and condition in this Agreement and the documents referenced in Section 5, above. Nothing contained in this Agreement shall be construed as binding the PUBLIC AGENCY to purchase the Reservation Parcel.

8. Encumbrances and Improvements

From the date of this Agreement and until PUBLIC AGENCY acquires the Reservation Parcel, or provides written notice to LANDOWNERS of PUBLIC AGENCY's determination to terminate this Agreement and release LANDOWNERS from their obligation to set aside the Reservation Parcel for acquisition by PUBLIC AGENCY, LANDOWNERS shall not construct or cause to be constructed on the Reservation Parcel: (i) any structures, including, without limitation, buildings, driveways, or signs; (ii) any utilities not existing on the Reservation Parcel as of the Effective Date of this Agreement; or (iii) the planting of any trees, although Reservation Parcel may be landscaped.

9. Hazardous Substances

To the best of LANDOWNERS' knowledge, there are no notices or other information giving LANDOWNERS reason to believe that any conditions existing on the Reservation Parcel or in the vicinity thereof subject or could subject an owner of the Reservation Parcel to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use. As used in this offer, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that

is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Reservation Parcel shall be governed by the provisions of Section 10 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by PUBLIC AGENCY prior to close of escrow.

10. Hazardous Substances Indemnity

LANDOWNERS agree and covenant to indemnify and defend PUBLIC AGENCY and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the presence, use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Reservation Parcel. LANDOWNERS further agree and understand that PUBLIC AGENCY does not, and shall not be deemed to, waive any rights against LANDOWNERS which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available to PUBLIC AGENCY. The provisions of this Section 10 shall survive the transfer to title of the Reservation Parcel to PUBLIC AGENCY hereunder.

11. Notices

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the PUBLIC AGENCY and LANDOWNERS or LANDOWNERS' assigns and successors, and to Lender, if applicable. Notice shall be effective on the date delivered in person, or the date when received if such notice was mailed to the address of the other party as indicated below:

Notice to the PUBLIC AGENCY: _____
_____
_____
_____

Notice to the LANDOWNER: _____
_____
_____
_____

Notice to Lender: _____
_____
_____
_____

Any party may change the address to which notices are to be mailed by giving written notice of such changed address to each other party in the manner provided herein.

12. Successors and Assigns

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

LANDOWNERS:

By: _____

PUBLIC AGENCY:

By: _____

WORKING DRAFT 07/07/15

EXHIBIT I

ASSIGNMENT AND ASSUMPTION AGREEMENT FORM

SEE ATTACHED

WORKING DRAFT 07/07/15

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Assignment") is entered into this _____ day of _____, 20___, by and between _____, a _____ (hereinafter the "LANDOWNERS"), and _____, a _____ (hereinafter "ASSIGNEE. The LANDOWNERS and ASSIGNEE hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

A. LANDOWNERS have entered into a Development Agreement with the City of Sacramento dated _____ (herein "the Development Agreement"), pursuant to which LANDOWNERS obtained vested rights to develop certain property as more particularly described in the Development Agreement (herein "the Property") for the project referred to as _____ (herein "the Project"), subject to LANDOWNERS' compliance with certain conditions and obligations set forth in the Development Agreement.

B. LANDOWNERS intend to transfer a portion of the Property to ASSIGNEE (herein the "Assigned Parcel(s)") under the terms of a written agreement between LANDOWNERS and ASSIGNEE dated _____ (the "Exchange Agreement").

C. LANDOWNERS have agreed to assign to ASSIGNEE, and ASSIGNEE has agreed to assume from LANDOWNERS, all of the rights and obligations under the Development Agreement as they relate to the Assigned Parcel (s).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Date; Termination. This Assignment shall be effective as of the "Closing Date," as defined in the Exchange Agreement (the "Effective Date"). If the Exchange Agreement terminates prior to the closing thereunder, this Assignment shall automatically terminate and the Parties shall have no further obligations hereunder.

2. Assignment and Assumption. As of the Effective Date, LANDOWNERS hereby assign and transfer to ASSIGNEE any and all of LANDOWNERS' rights under the Development Agreement as they relate to the Assigned Parcel(s), and ASSIGNEE hereby accepts and assumes all of the duties and obligations of LANDOWNERS under the Development Agreement as they relate to the Assigned Parcels(s). ASSIGNEE hereby agrees to observe and fully perform all of the duties and obligations of LANDOWNERS under the Development Agreement, and to be subject to all of the terms and conditions thereof, with respect to the Assigned Parcel(s).

3. Assumption Terms and Conditions. LANDOWNERS and ASSIGNEE understand and agree that this Assignment is subject in particular to Section 2.6 of the Development Agreement, which reads as follows:

"2.6 **Assignment.**

2.6.1 **Right to Assign.** LANDOWNERS shall have the right to freely sell, alienate, transfer, assign, lease, license and otherwise convey all or any portion of the Property and improvements thereon as part of a contemporaneous and related sale, assignment or transfer of its interests in the Property, or any portion thereof, without the consent of CITY; provided that no partial transfer shall be permitted to cause a violation of the Subdivision Map Act (Government Code § 66410 et seq.). LANDOWNERS shall notify CITY of any sale, transfer or assignment of all of LANDOWNERS' interests in all or any portion of the Property by providing written notice thereof to CITY in the manner provided in Section 9.2 not later than thirty (30) days before the effective date of such sale, transfer or assignment. LANDOWNERS' failure to provide such notice to CITY shall not invalidate such sale, transfer or assignment; however, any successor in interest in ownership of all or a portion of the Property shall not benefit from the Vested Rights conferred herein without executing and delivering to CITY an Assignment and Assumption Agreement.

2.6.2 **Release.** LANDOWNERS shall remain obligated to perform all of terms and conditions of this Agreement unless the purchaser, transferee or Assignee delivers to CITY a fully executed Assignment and Assumption Agreement to assume all of the obligations of LANDOWNERS under this Agreement and to comply with all of the terms and conditions of this Agreement with respect to the Property, or such portion thereof sold, transferred or assigned, for Development of the Project. Upon such execution and delivery of the Assignment and Assumption Agreement, CITY shall release LANDOWNERS from all duties, liabilities and obligations under this Development Agreement with respect to the interest(s) sold, assigned or transferred only if LANDOWNERS are not in default under this Agreement as of the effective date of the Assignment.

2.6.3 **Assignees.** The Assignee shall be obligated and bound by the terms and conditions of this Agreement if it executes the Assignment and Assumption Agreement, and shall be the beneficiary hereof and a party hereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to Assignee by LANDOWNERS. The Assignee shall observe and fully perform all of the duties and obligations of LANDOWNERS under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred. CITY shall release Assignee from all duties, liabilities and obligations under this Development Agreement of LANDOWNERS with respect to the interest(s) that are not sold, assigned or transferred to Assignee. Any such assumption agreement shall be deemed to be to the satisfaction of the City Attorney if executed substantially in form of the Assignment and Assumption Agreement attached hereto as Exhibit I and incorporated herein by this reference, or such other form as shall be proposed by LANDOWNERS and approved by the City Attorney prior to the effective date of the assignment."

4. Assignee Development Agreement. At the request of the City, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s) in accordance with the same terms and conditions as set out in the Development Agreement, subject only to those changes in the Development Agreement that are mutually agreed to by both City and ASSIGNEE, and subject to processing of the approval of that development agreement in accordance with City's Procedural Ordinance.

5. No Cross-Default. The Parties acknowledge and agree that the respective obligations of LANDOWNERS and ASSIGNEE under the Development Agreement shall be separate and independent from one another, such that a default by LANDOWNERS of any of the LANDOWNERS' duties and obligations will not constitute a default under the Development Agreement by ASSIGNEE, and a default by ASSIGNEE of any of the ASSIGNEE's duties and obligations will not constitute a default under the Development Agreement by LANDOWNERS, and the City's rights and remedies under the Development Agreement shall apply only to the Party, and the Property or Assigned Parcel(s), that is the subject of the default. Any duties and obligations under the Development Agreement that apply to both the Property and the Assigned Parcel(s) must be complied with by both LANDOWNERS and ASSIGNEE, but as separate obligations.

6. Successors and Assigns. All of the covenants, terms and conditions set forth in this Assignment shall be binding upon and shall inure to the benefit of the Parties and to their respective heirs, successors and assigns.

7. Legal Advice. ASSIGNEE agrees that it has read, and has sought and received all required legal and other expert consultation with regard to the duties and obligations set out in the Development Agreement to which ASSIGNEE is herby bound, and fully understands all of its terms and conditions. ASSIGNEE further agrees that: (i) LANDOWNERS have furnished ASSIGNEE with a copy of all documents and materials containing or relating to terms and conditions of development of the Assigned Parcel(s); (ii) ASSIGNEE has read and understands

all of the terms and conditions of said documents and materials; and (iii) with such knowledge and understanding, which includes the nature and extent of the fees, taxes, assessments and other public financing mechanisms and obligations inherent in such documents and materials, nevertheless has voluntarily, freely and knowingly assumed and agreed to perform all of obligations and requirements, and be bound by all of the provisions of such documents and materials, in addition to the express terms and conditions of the Development Agreement.

8. Representations; Entire Agreement. ASSIGNEE hereby affirms and acknowledges that City has not made any representations, commitments or promises to ASSIGNEE that are contrary to or different from the express terms and conditions of the Development Agreement, unless such terms and conditions have been set forth in writing and approved by ASSIGNEE and the City Council prior to the execution of this Assignment. This Assignment contains the entire agreement of the Parties, no other understanding whether verbal, written or otherwise exists between the Parties, and no prior verbal or written communications regarding this Assignment shall be binding on any Party.

9. Further Assurances. The Parties agree to execute all such additional instruments and documents and to take all such additional actions, as may be reasonable and necessary to carry out the provisions of this Assignment.

10. Notices. All notices required or provided for under this Assignment shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the other Parties and to Lender, if applicable. Notice shall be effective on the date delivered in person, or the date when received if such notice was mailed to the address of the other Party(ies) as indicated below:

Notice to the LANDOWNERS: _____
_____
_____
_____

Notice to the ASSIGNEE: _____
_____
_____
_____

Notice to Lender: _____
_____
_____

Any Party may change the address to which notices are to be mailed by giving written notice of such changed address to each other Party(ies) in the manner provided herein.

11. Governing Law. The Assignment shall be governed by and construed in accordance with the laws of the State of California.

12. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date and year first above written.

By:_____
LANDOWNERS

By:_____
ASSIGNEE

EXHIBIT J

SPECIAL CONDITIONS

I. PURPOSE AND INTENT

The definitions applicable to the body of the Agreement shall apply to this Exhibit J. Under no circumstances can Development of the Property proceed without satisfaction of the conditions specified in this Exhibit J. These Special Conditions shall constitute binding and legally enforceable obligations of LANDOWNERS and their successors and assigns, and binding and legally enforceable requirements and conditions for the Development of the Property for the Project, in addition to other obligations, requirements and conditions imposed as set out in the Agreement.

II. PARTIES' OBLIGATIONS

A. Vested Rights of Existing Uses.

The CITY hereby acknowledges that the Vested Rights granted the LANDOWNERS pursuant to Section 3.0 of this Agreement include existing uses that are addressed in the New Brighton SPD. These uses include all industrial and agricultural uses existing in the New Brighton SPD that become nonconforming upon rezoning with the New Brighton SPD suffix. Existing uses are: Surface mining and reclamation; Aggregate pre-wash facility; Conveyor line and related facilities; Soil drying beds and ponds; Water ponds and related facilities; and, Agricultural fields; as well as all then existing buildings, structures, and equipment. These industrial operations may continue in operation, and shall not be subject to Chapter 17.232 of the Planning and Development Code with respect to additions, enlargements, relocation, repair and reconstruction, change to another nonconforming use, or discontinuance, until such time as the use is transitioned to the land uses established in the New Brighton SPD.

B. Fair Share Contributions to Regional Facilities.

1. California Department Of Transportation Facilities

LANDOWNERS hereby agree to pay their "fair share" for impacts to state highway facilities from the Aspen 1 New Brighton Project. LANDOWNERS agree to either pay a state highway facilities impact fee developed as part of the Jackson Highway Corridor Joint Traffic Impact Study subject to approval by Caltrans and the City of Sacramento, or pay a fair share fee at the time of building permits based upon either

Table 1 or 2 as negotiated with Caltrans and the City. Prior to the issuance of the first building permit, LANDOWNERS shall provide notice to the CITY as to which Table, LANDOWNERS will be using and that shall be the fee table through the build out of the project.

Table 1 - Aspen 1 US 50 HOV Lane Fair Share Cost by PM Peak Hour Trips

Land Use	Quantity	External PM Peak Hour Trips[1]	Percent Total External Trips	Share of HOV Lane Cost	Cost per Quantity
S.F. Residential	482 DU	326	20.5%	$82,595	$171.36
M.F. Residential	783 DU	370	23.2%	$93,743	$119.72
Office	75 ksf	79	5.0%	$20,015	$266.87
Retail	120 ksf	819	51.4%	$207,501	$1,729.18
Total		1,594		$403,855	

Notes: 1 = Table 5.10-15 Draft EIR Aspen 1 - New Brighton, July 2012. Distribution of costs based upon PM Peak Hour net external trips. School site exempted.

DU = Dwelling Unit ksf = 1,000 square feet

Table 2 - Aspen 1 US 50 HOV Lane Fair Share Cost - Reduced Retail Share

Land Use	Quantity	External PM Peak Hour Trips[1]	Percent Total External Trips	Share of HOV Lane Cost	Cost per Quantity
S.F. Residential	482 DU	326	41.7%	$168,407	$349.39
M.F. Residential	783 DU	370	47.3%	$191,023	$243.96
Office	75 ksf	79	5.0%	$20,015	$266.87
Retail	120 ksf	819	6.0%	$24,231	$201.93
Total		1,594		$403,855	

Notes: 1 = Table 5.10-15 Draft EIR Aspen 1 - New Brighton, July 2012. Distribution of costs based upon PM Peak Hour net external trips with an adjustment made to reduce impact on retail. School site exempted.

DU = Dwelling Unit ksf = 1,000 square feet

2. Transit

LANDOWNERS hereby agree that as a condition of issuance of building permits on the project, the applicant shall have a transportation management plan approved by the City that addresses transit connectivity to light rail and/or Hi-Bus transit service. The plan shall include a funding component for transit service operations. However, this condition shall not apply if the project site has been included in a new special district formed to help finance transit connectivity improvements and services to light rail and/or Hi-Bus from within the Aspen 1 project area, annexed to an existing special district for the same purpose or the applicant has otherwise provided, to the City's satisfaction, for finance of such transit connectivity.

C. Evidence of Achieving Urban Level of Flood Protection By 2025

Prior to approval of any final map, LANDOWNERS shall submit substantial evidence to the CITY that either flood control mechanisms exist or will exist by 2025 that result in an urban level of flood protection for the property being developed pursuant to the final map being approved.

RESOLUTION NO.

Adopted by the Sacramento City Council

INTITIATING THE ASPEN 1 ANNEXATION (REORGANIZATION) (**P09-038 AND M09-032**)

APN: 063-0014-002, 003, 005, 006; 063-0053-001

BACKGROUND

A. The City Planning Commission conducted a public hearing on July 16, 2015, and the City Council conducted a public hearing on November 24, 2015, concerning the above annexation (reorganization).

1. This action of reorganization is being taken pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56700 et. seq.).

2. This reorganization is the Annexation to City of Sacramento and Detachment from the following: Cordova Recreation and Parks District; Sacramento Metropolitan Fire District; County Service Area #1; and Sacramento County Water Maintenance District Zone #40.

3. The exterior boundaries of the affected territory subject to this reorganization is attached hereto as Exhibits A, and incorporated herein by reference.

4. The reasons for the reorganization are as follows:

   a. The affected territory is within the Sphere of Influence of the City.

   b. The annexation represents a logical and reasonable extension of the City boundaries since it is surrounded on the south, east, and west by the existing City limits;

   c. The annexation would facilitate the more efficient provision of municipal services, including compliance with uniform City planning and development standards; and

   d. The annexation will provide greater protection from inappropriate land uses adjacent to existing land uses.

5. The regular County Assessment Roll will be utilized.

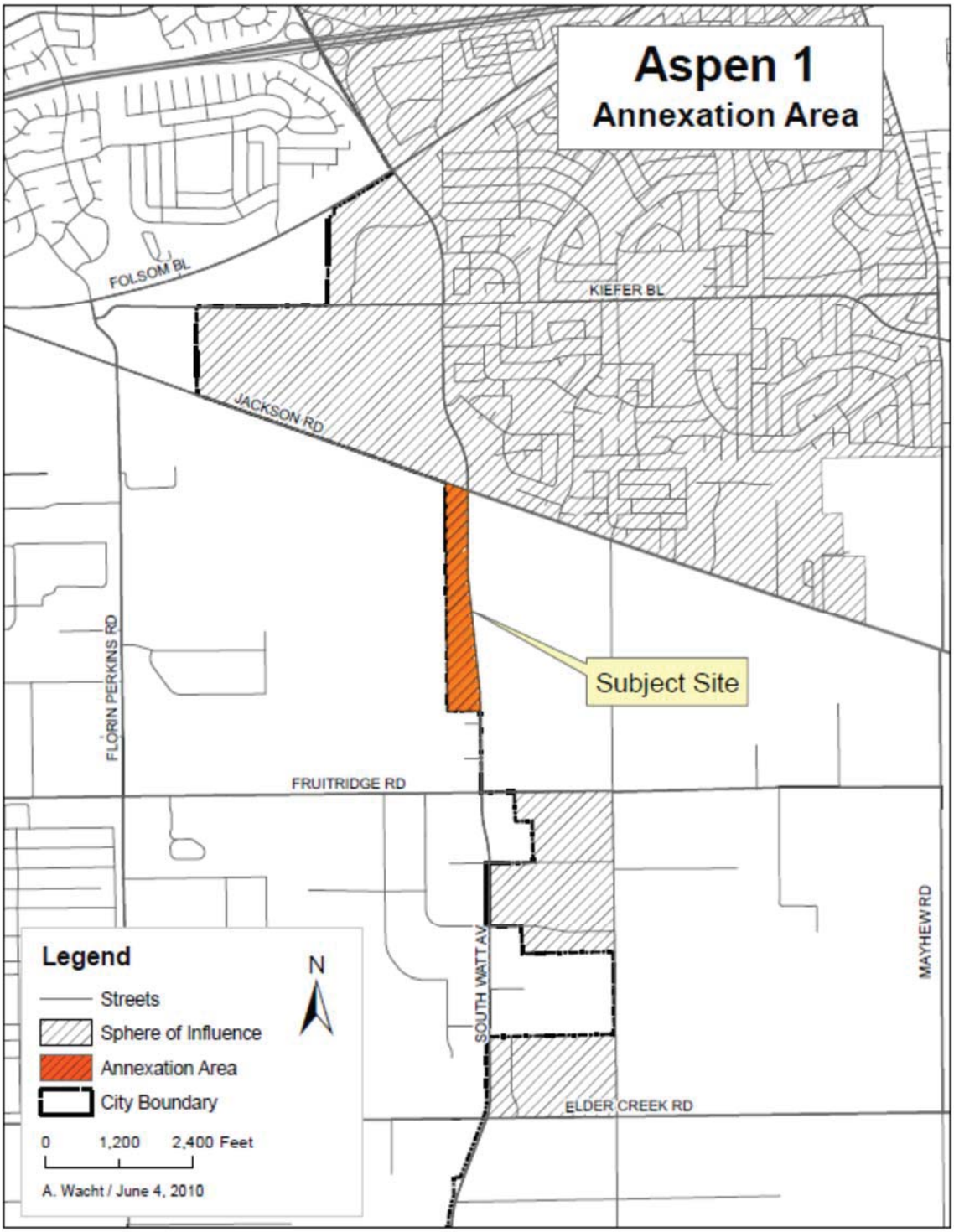
BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Sacramento hereby initiates the reorganization described above, and requests that proceedings be taken for the proposal pursuant to Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56700, et al).

Table of Contents:

Exhibit A Aspen 1 Annexation Map

Exhibit A Aspen 1 Annexation Map



RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE PROPOSED ASPEN 1 PLANNED UNIT DEVELOPMENT PROJECT

BACKGROUND

A. State law (Water Code Section 10910) requires a water supply and demand analysis (Water Supply Assessment) for development projects of a certain size or type, which would include the Aspen 1 Project, based on the City's Urban Water Management Plan.

B. The Water Supply Assessment evaluates projected water supplies, determined to be available by the City for the project during normal, single dry and multiple dry years over a 20 year period. The City prepared the Water Supply Assessment for the Aspen 1 Project.

C. On July 16, the City Planning and Design Commission held a noticed public hearing on the Aspen 1 Project in accordance with Government Code Sections 65353 and 65453, received and considered evidence, and forwarded to the City Council a recommendation to adopt the entitlements for the project.

D. On November 24, 2015 the City Council conducted a noticed public hearing in accordance with Government Code Sections 65355 and 65453, considered the Environmental Impact Report, and received and considered evidence concerning the entitlements for the project.

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

Section 1. The Water Supply Assessment for the proposed Aspen 1 Planned Unit Development Project, dated _____, and attached hereto, is approved.

City of Sacramento
SB 610/SB 221 Water Supply Assessment and Certification Form

This form may be used to complete water supply assessments for projects located in an area covered by the City's most recent Urban Water Management Plan.

Note: Please do not use this form if the projected water demand for your project area was not included in the City's latest Urban Water Management Plan. To review the City's Urban Water Management Plan, please visit: http://www.cityofsacramento.org/utilities/urbanwater/index.html

Project: Aspen 1 (New Brighton)

Date: July 9, 2015

Project Applicant (Name of Company): Stonebridge Properties, LLC

Applicant Contact (Name of Individual): Mike Isle

Phone Number: (916) 484-3237

E-mail: misle@teichert.com

Address: 3600 American River Drive, Suite 160, Sacramento, CA 95864

Project Applicant to fill in the following:

1. Does the project include:

Type of Development	Yes	No
A proposed residential development of 500 or more dwelling units	X	
A shopping Center employing more than 1,000 persons or having more than 500,000 square feet?		X
A Commercial Office building employing more than 1,000 persons or having more than 250,000 square feet?		X
A proposed hotel or motel, or both, having more than 500 rooms		X
A proposed industrial, manufacturing, or processing plant or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area		X
A mixed use project that includes one or more of the projects specified above		X
A project that would demand an amount of water equivalent to, or greater than, the water required by a 500 dwelling unit project	X	

If the answer is no to all of the above, a water supply assessment is not required for the project.

2. Is the projected water demand for the project location included in the City's 2010 Urban Water Management Plan, adopted October 18, 2011?

Yes: X No:_____

If the answer is no, you cannot use this form. Please refer to the requirements of SB 610 for preparing a water supply assessment.

3. Please fill in the project demands below:

Type of Development	Land Use Category	Demand Factor		Proposed Development			Current Zoning		
		Residential Water Use Factor, afy/dwelling unit	Non-Residential Water Use Factor, afy/employee	Number Dwelling Units	Number Employees	Total Demand	Number Dwelling Units	Number Employees	Total Demand
Residential - Low	Rural Residential (RR)	.61	.09						
	Suburban Neighborhood Low Density (SNLD)								
	Traditional Neighborhood Low Density (TLDR)								
Residential - Medium	Suburban Neighborhood Medium Density (SMDR)	.39	.09						
	Urban Neighborhood Low Density (ULDR)								
Residential - High	Suburban Neighborhood High Density (SHDR)	.12	.04						
	Traditional Neighborhood Medium Density (TMDR)			860		103.2			
	Urban Neighborhood Medium Density (UMDR)								
	Traditional Neighborhood High Density (THDR)								
Mixed Use	Employment Center Mid Rise (ECMR)	.19	.09						
	Suburban Center (SCnt)			455	3500	401			
	Suburban Corridor (Scor)								
	Traditional Center (TCnt)								

Mixed Use - Higher Density	Urban Center High (UCntHigh)	.15	.04						
	Urban Center Low (UcntLow)								
	Urban Corridor High (UCorHigh)								
	Urban Corridor Low (UCorLow)								
Central Business District	Central Business District (CBD)	.15	.02						
	Urban Neighborhood High Density (UHDR)								
Commercial	Regional Commercial (RC)	.15	.09						
	Employment Center Low Rise (ECLR)								
Industrial	Industrial (IND)		.14						
Public	Public/Quasi-Public (PUB)	.37	.17						
Park	Parks and Recreation (PRK)	.37	.17						
Open Space	Open Space (OS)	0	0						
Other	26.7 Acres of Urban Farm @ 3.6 ACFT/AC/Yr	3.6		26.7		96			
Other	9.8 acre Elementary School @ 1.5 acft/ac/yr	1.5		9.8		15			
Other	16.6 Ac Park @ 3 acft/ac/yr	3		16.6		50			
Total Demand (AFY)						665			

4. Required Elements of Water Supply Assessment (Water Code § 10910)

A. Water supply entitlements, water rights or water service contracts (Water Code § 10910(d)):

The City's water supply entitlements, water rights and water service contract are identified and discussed in the Urban Water Management Plan, Chapters 4, and 5.

All infrastructure necessary to deliver a water supply to the project is in place, excepting any distribution facilities required to be constructed and financed by the project applicant: Yes: _____ No: X

B. Identification of other sources of water supply if no water has been received under City's existing entitlements, water rights or water service contracts (Water Code § 10910(e)):

Not applicable.

C. Information and analysis pertaining to groundwater supply (Water Code § 10910(f)):

Addressed by Urban Water Management Plan, Chapters 2, 4 and 5.

Verification of Water Supply
(for residential development of more than 500 dwelling units)

Based on the City's most recent Urban Water Management Plan, are there sufficient water supplies for the project during normal, single dry and multiple dry years over a 20 year period?

Yes: X No: _____

By: Brett Ewart

Title: Senior Engineer

Date: 7/13/2015

Brett Ewart, PE

Digitally signed by Brett Ewart, PE
DN: cn=Brett Ewart, PE, o=DOU, ou=Water Resources and Engineering, email=bewart@cityofsacramento.org, c=US
Date: 2015.07.13 11:48:54 -07'00'

This box to be filled in by the City

Distribution:

Applicant
Development Services Department (Org: 4913) – Assigned Planner (Antonio Ablog)
Utilities Department (Org: 3334) - Development Review (Tony Bertrand)
Utilities Department (Org: 3332) - Capital Improvements (Brett Ewart)

RESOLUTION NO.

Adopted by the Sacramento City Council

RESOLUTION AMENDING THE GENERAL PLAN LAND USE MAP *FROM* ±195.3 ACRES OF TRADITIONAL NEIGHBORHOOD MEDIUM DENSITY, ±7.5 ACRES OF SUBURBAN CENTER, AND ±29.5 ACRES OF SPECIAL STUDY AREA (TO BE ANNEXED) *TO* ±219.9 ACRES OF TRADITIONAL NEIGHBORHOOD MEDIUM DENSITY, AND ±12.4 ACRES OF SUBURBAN CENTER (P09-038)

BACKGROUND

A. On July 16, 2015 the Planning Commission conducted a public hearing on, and forwarded to the City Council its recommendation on the Aspen 1 Project, and

B. On November 24, 2015 after giving notice as required by Sacramento City Code section 17.812.010 (2)(b), the City Council conducted a public hearing on the Project, receiving and considering evidence concerning it.

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

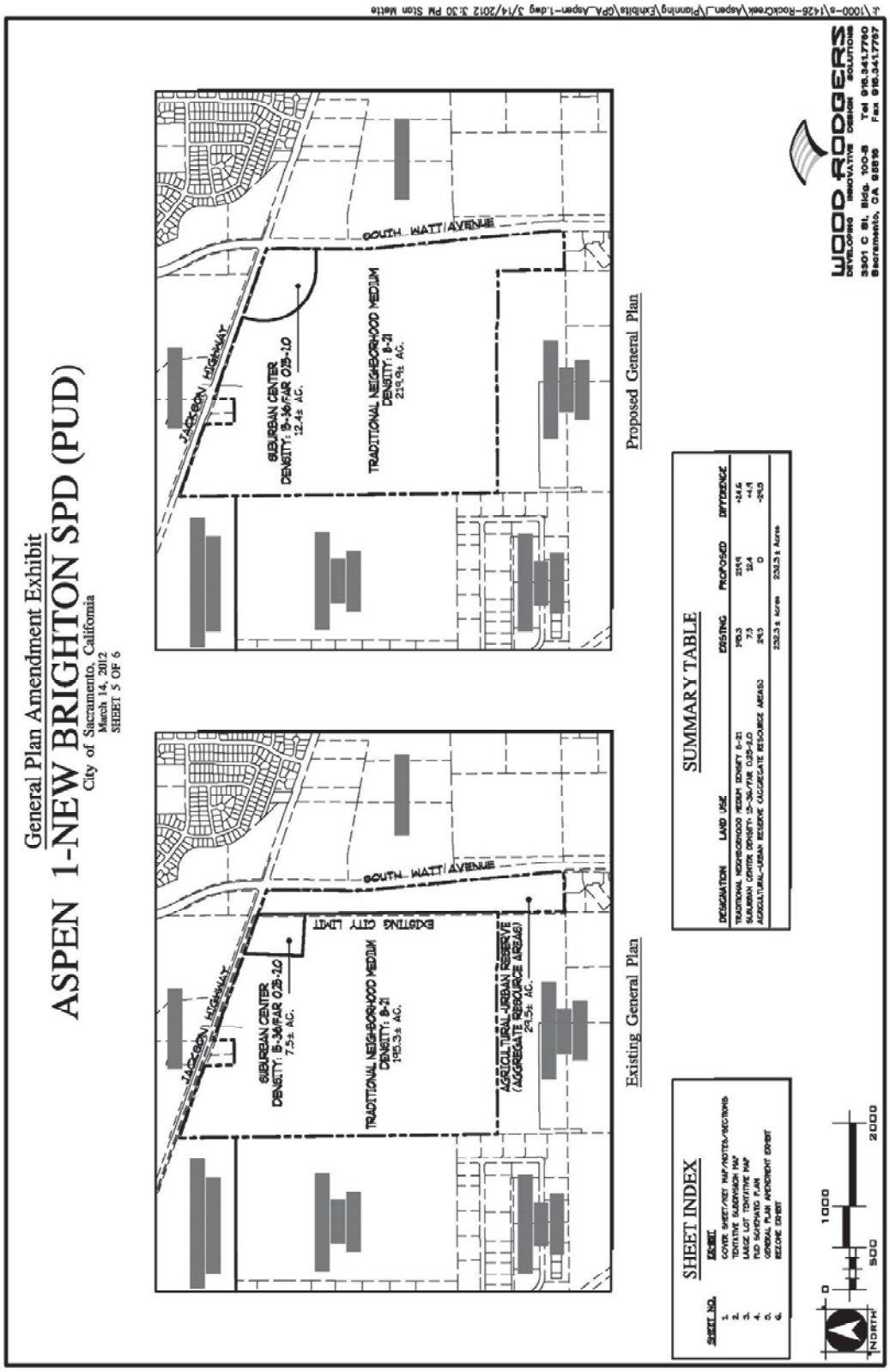
Section 1. The statements in paragraphs A and B of the Background are true.

Section 2. Based on the oral and documentary evidence received at the hearing on the Aspen 1 Project, the City Council approves the General Plan Amendment for the Aspen1 Project as set forth in Exhibit A by amending the General Plan designations *from* ±195.3 acres of Traditional Neighborhood Medium Density, ±7.5 acres of Suburban Center, and ±29.5 acres of Special Study Area (to be annexed) *to* ±219.9 acres of Traditional Neighborhood Medium Density, and ±12.4 acres of Suburban Center

Section 3. The amendment described in Section 2 is internally consistent with the goals, policies, and other provisions of the General Plan, and it promotes the public health, safety, convenience, and welfare of the City.

Section 4. Exhibit A is a part of this Resolution.

Exhibit A: General Plan Amendment



ORDINANCE NO.

Adopted by the Sacramento City Council

AN ORDINANCE ADDING CHAPTER 17.446 TO THE SACRAMENTO CITY CODE RELATING TO THE ASPEN 1 SPECIAL PLANNING DISTRICT

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

Section 1 Chapter 17.446 is added to the Sacramento City Code to read as follows

Chapter 17.446 New Brighton Special Planning District

17.446.010 Purpose and goals.

A. The New Brighton Special Planning District ("New Brighton SPD") encompasses an area historically referred to as the Brighton Township dating to the 1880's. Most recently the area has been the site of extensive sand and gravel mining, and presents the opportunity for development of an urban infill and reuse community. The purpose of the New Brighton SPD is to work in concert with the New Brighton Planned Unit Development (PUD) Guidelines to guide development of a mix of single-family and multi-family housing, commercial centers, urban farming areas, educational facilities, and recreational parks and open spaces.

B. The goals of the New Brighton SPD are as follows:

1. Create, facilitate, and encourage the flexible transition of the New Brighton SPD from historic industrial uses to a new urban mixed-use development;

2. Provide a greater mix of permitted and conditionally permitted uses and income types, while promoting the harmonious co-existence of these land uses by emphasizing high quality architecture and site planning.

3. Foster healthy communities through urban farming, community gardens, and a comprehensive network of open space, trails, and recreational amenities.

4. Allow for the continued use and orderly transition of existing industrial uses to urban land uses.

17.446.020 New Brighton SPD Boundaries.

The New Brighton SPD is comprised of approximately 232 acres of property located at the southwest corner of Jackson Highway and South Watt Avenue as illustrated by Figure 1.

17.446.030 Conflicting Requirements.

Development within the New Brighton SPD shall be subject to the regulations and development standards set forth in this Chapter, in addition to the regulations of this Title and Code. If a conflict between the provisions of this Chapter and other provisions of this Title and Code occurs, the provisions of this Chapter shall apply.

17.446.040 New Brighton Planned Unit Development.

The boundaries of the New Brighton SPD are coterminous with the boundaries of the New Brighton Planned Unit Development. All development in the New Brighton SPD is subject to Chapter 17.452 relating to development in a planned unit development.

17.446.050 Continuation of Industrial Uses.

All industrial uses existing in the New Brighton SPD that become nonconforming upon rezoning with a New Brighton SPD suffix , including all then existing buildings, structures, and equipment, may continue in operation, and shall not be subject to Chapter 17.232 with respect to additions, enlargements, relocation, repair and reconstruction, change to another nonconforming use , or discontinuance, until such time as the use is terminated and able to transition to the land uses established in the New Brighton SPD Industrial uses that may continue include:

Surface mining and reclamation
Aggregate pre-wash facility
Conveyor line and related facilities
Soil drying beds and ponds
Water ponds and related facilities
Agricultural fields.

17.446.060 A - Agricultural Zone.

A. Purpose.

The primary purpose of this zone is to promote wellness and create community through the introduction of an urban farm in the heart of the New Brighton SPD. The A Zone is the primary zone for the urban farm which implements the overall vision of the New Brighton SPD by providing a place to produce, showcase, and distribute local produce. This zone is intended to provide support for all aspects of the urban farm including education, food production, housing, retail sales, and restaurants, with a requirement that a minimum of 15 acres be utilized for general agricultural activities involving the raising, producing, and keeping of plants and livestock.

A. Allowed Uses. The following uses are permitted in the A zone within the New Brighton SPD:

1. The permitted uses found in Title 17.200.110A (A zone) and 17.216.610A (C-1 zone). Exception: Up to a maximum of 50 residential units are permitted in the 28± acres of A zone in the SPD.

2. The conditional uses found in Title 17.200.110B (A zone) and 17.216.610B (C-1 zone) subject to conditional use permit review and approval. Exception: ”Assembly- cultural, religious, social use” as defined in Title 17.108.020 is a permitted use without a conditional use permit.

3. A maximum of 15,000 square feet of manufacturing/production facilities related to agriculture products produced in the 28 acres of A zone (such as the pressing of olive oil, the packing of fruit) is permitted.

4. The accessory uses found in Title 17.200.110C and Title 17.216.610C.

17.446.070 AOS – Agricultural-Open Space Zone

In addition to the permitted and conditional uses listed in 17.200.210A and B, a produce stand not exceeding 120 square feet is a permitted use and a produce stand exceeding 120 square feet is permitted subject to Zoning Administrator conditional use permit review and approval.

17.446.070 Other Zones

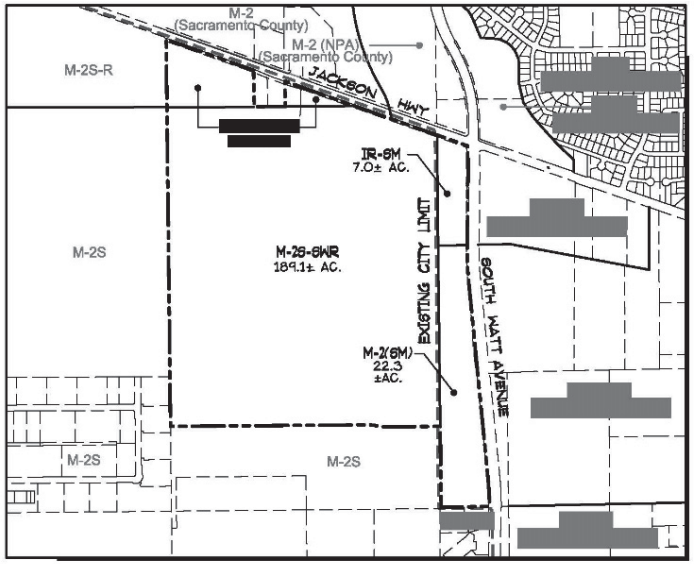
Development in all zones other than the A and AOS zones within the New Brighton SPD shall be subject to the regulations of the underlying zone and the adopted PUD Development Guidelines and Schematic Plan.

Figure 1 – New Brighton SPD Boundaries and Zoning

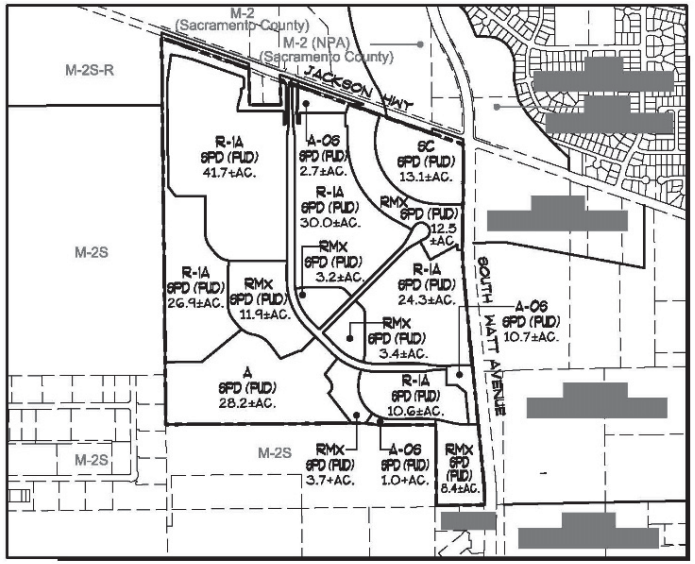
Rezone Exhibit

ASPEN 1-NEW BRIGHTON SPD (PUD)

City of Sacramento, California
March 14, 2012
SHEET 6 OF 6



Existing Zoning



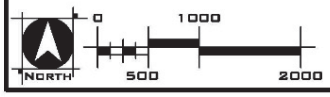
Proposed Zoning

SHEET INDEX

SHEET NO.	EXHIBIT
1.	COVER SHEET/KEY MAP/NOTES/SECTIONS
2.	TENTATIVE SUBDIVISION MAP
3.	LARGE LOT TENTATIVE MAP
4.	PUD SCHEMATIC PLAN
5.	GENERAL PLAN AMENDMENT EXHIBIT
6.	REZONE EXHIBIT

SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
M-2S-SWR	HEAVY INDUSTRIAL	189.1	0	-189.1
M-2S-R-SWR	HEAVY INDUSTRIAL	13.9	0	-13.9
M-2 (SM)	HEAVY INDUSTRIAL	22.3	-	-22.3
IR (SM)	HEAVY INDUSTRIAL	7.0	-	-7.0
R-1A SPD (PUD)	SINGLE FAMILY RESIDENTIAL	0	133.5	+133.5
RMX SPD (PUD)	MULTI-FAMILY RES/MIXED USE	0	43.1	+43.1
SC SPD (PUD)	SHOPPING CENTER	0	13.1	+13.1
A-OS SPD (PUD)	PARKS/OPEN SPACE	0	14.4	+14.4
A SPD (PUD)	URBAN FARM	0	28.2	+28.2
		232.3± Acres	232.3± Acres	



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Sacramento, CA 95816 Fax 916.341.7767

J:\1000-s\1426-RockCreek\Aspen_J\Planning\Exhibits\RZ_Aspen-1.dwg 3/14/2012 10:56 AM Stan Mette

ORDINANCE NO.

Adopted by the Sacramento City Council

AMENDING TITLE 17 OF THE SACRAMENTO CITY CODE BY REZONING/PREZONING APPROXIMATELY 232.3 ACRES FROM ±189.1 ACRES OF HEAVY INDUSTRIAL SOLID WASTE RESTRICTED (M-2S-SWR), ±13.9 ACRES OF HEAVY INDUSTRIAL SOLID WASTE RESTRICTED REVIEW (M-2S-R-SWR), ±22.3 ACRES OF HEAVY INDUSTRIAL (M-2 (COUNTY)), AND ±7.0 ACRES OF INDUSTRIAL RESERVE (IR (COUNTY)) TO ±133.5 ACRES OF SINGLE UNIT/DUPLEX (R-1A- SPD-PUD), ±43.1 ACRES OF RESIDENTIAL MIXED-USE (RMX-SPD-PUD), ±13.1 ACRES OF SHOPPING CENTER (SC-SPD-PUD), ±14.4 ACRES OF AGRICULTURE-OPEN SPACE (A-OS-SPD-PUD), AND ±28.2 ACRES OF AGRICULTURE (A-SPD-PUD)

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

SECTION 1

As used in this ordinance, "**Property**" means the real property depicted in attached Exhibit A consisting of approximately 232.3 acres.

SECTION 2

Title 17 of the Sacramento City Code ("the Planning and Development Code") is hereby amended by rezoning the Property from ±189.1 acres of Heavy Industrial Solid Waste Restricted (M-2S-SWR), ±13.9 acres of Heavy Industrial Solid Waste Restricted Review (M-2S-R-SWR), ±22.3 acres of Heavy Industrial (M-2 (County)), and ±7.0 acres of Industrial Reserve (IR (County)) to ±133.5 acres of Single Unit/Duplex (R-1A- SPD-PUD), ±43.1 acres of Residential Mixed-Use (RMX-SPD-PUD), ±13.1 acres of Shopping Center (SC-SPD-PUD), ±14.4 acres of Agriculture-Open Space (A-OS-SPD-PUD), and ±28.2 acres of Agriculture (A-SPD-PUD).

SECTION 3

The rezoning of the Property by this ordinance is consistent with the applicable land-use designation, use, and development standards in the City's General Plan; with the goals, policies, and other provisions of the General Plan; and with any applicable specific plan. The amendment promotes the public health, safety, convenience, and welfare of the City.

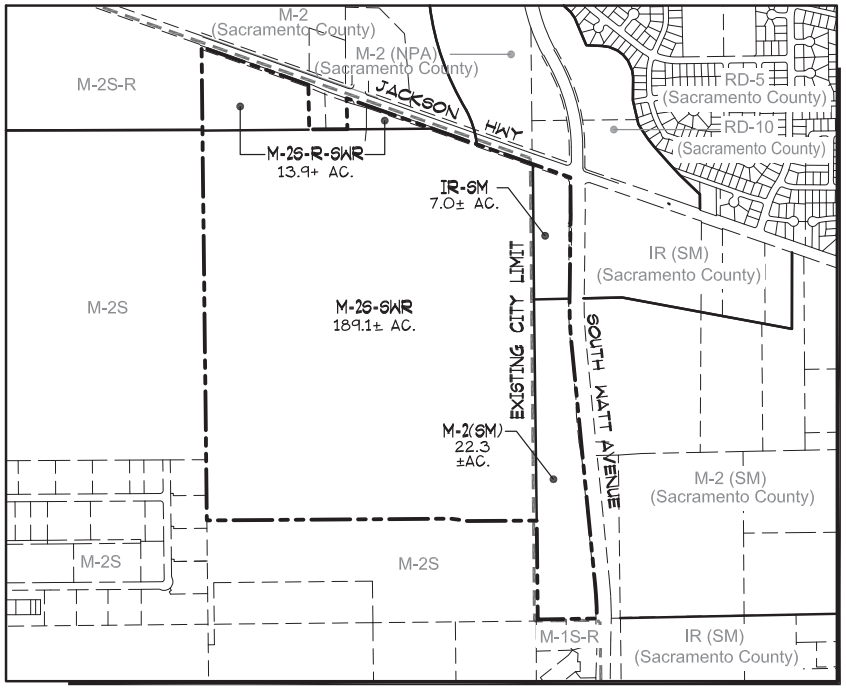
SECTION 4

The City Clerk is hereby directed to amend the City's official zoning maps to conform to this ordinance.

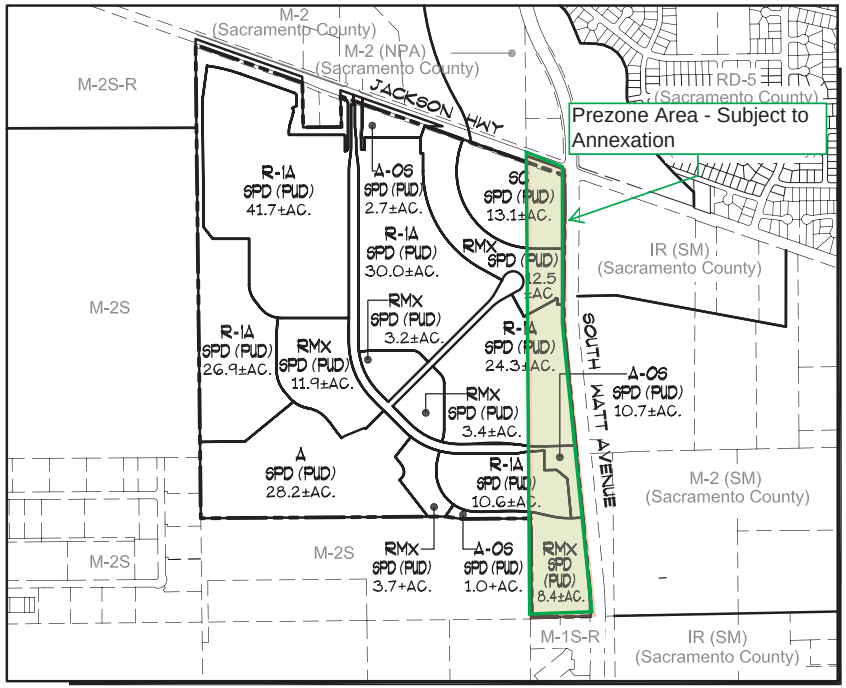
Rezone/Prezone Exhibit

ASPEN 1-NEW BRIGHTON SPD (PUD)

City of Sacramento, California
March 14, 2012
SHEET 6 OF 6



Existing Zoning



Proposed Zoning

SHEET INDEX

SHEET NO.	EXHIBIT
1.	COVER SHEET/KEY MAP/NOTES/SECTIONS
2.	TENTATIVE SUBDIVISION MAP
3.	LARGE LOT TENTATIVE MAP
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SUMMARY TABLE

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IR (SM)	HEAVY INDUSTRIAL	7.0	-	-7.0
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RMX SPD (PUD)	MULTI-FAMILY RES/MIXED USE	0	43.1	+ 43.1
SC SPD (PUD)	SHOPPING CENTER	0	13.1	+ 13.1
A-OS SPD (PUD)	PARKS/OPEN SPACE	0	14.4	+ 14.4
A SPD (PUD)	URBAN FARM	0	28.2	+28.2
		232.3 ± Acres	232.3 ± Acres	

NORTH
0 1000
500 2000

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Exhibit A - Rezone/Prezone Map

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING THE ASPEN 1 PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES AND SCHEMATIC PLAN (P09-038)

BACKGROUND

A. On July 16, 2015, the Planning and Design Commission conducted a public hearing on, and forwarded to the City Council the Aspen 1 Project with a recommendation of approval; and

B. On November 24, 2015 the City Council conducted a public hearing, for which notice was given pursuant to Sacramento City Code section 17.812.010 (2)(b) and received and considered evidence concerning the Aspen 1 Project.

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

Section 1. Based on the verbal and documentary evidence received at the hearing on the Aspen 1 Project, the City Council approves the Aspen 1 Planned Unit Development Guidelines and Schematic Plan.

Section 2. The City Council approves the Aspen 1 PUD Development Guidelines and Schematic Plan based on the following Findings of Fact:

1. The adoption of the PUD is consistent with the applicable general plan land use designation, use, and development standards; the goals, policies, and other provisions of the general plan; and any applicable specific plan; and

2. The designation promotes the public health, safety, convenience, and welfare of the city; and

3. The zoning classification of the subject parcels is consistent with the proposed adoption of the planned unit development,

Section 3. The Planned Unit Development Guidelines and Schematic Plan for the Aspen 1 PUD are adopted as attached hereto as Exhibit A and Exhibit B.

Section 4. Exhibits A and B are a part of this Resolution.

Exhibit A – PUD Schematic Plan

SPD - PUD SCHEMATIC PLAN
ASPEN 1 - NEW BRIGHTON

CITY OF SACRAMENTO, CALIFORNIA

SHEET 4 OF 6
Revised MARCH 2013
Revised March 2012
Revised July 7, 2010
Created June 2010

LEGEND	Acres (gross)
Low Density Residential	86.0
High Density Residential	19.3
Residential Mixed Use	17.0
Commercial (0.25 – 2.0 FAR)	12.4
School (Underlying Residential Zoning)	9.8
Urban Farm	26.7
Open Space	28.8
Park	16.6
Major Roads	15.7
TOTAL	232.3

A NEW PARK COMMUNITY

NEW BRIGHTON

PUD GUIDELINES

PREPARED BY STONEBRIDGE PROPERTIES, LLC 3500 AMERICAN RIVER DRIVE SACRAMENTO CA 95864

New Brighton PUD Guidelines

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON _____

COUNCIL RESOLUTION _____

Prepared by

STONEBRIDGE PROPERTIES, LLC

3500 American River Drive • Sacramento, CA 95864

In Conjunction With

WOOD RODGERS
3301 C Street, Bldg 100-B • Sacramento, CA 95816
(916) 341-7760 • www.woodrodgers.com

JDA
JEFFREY DEMURE + ASSOCIATES
ARCHITECTS · PLANNERS
1117 Windfield Way, Suite 110
El Dorado Hills, CA 95762
916.941.3700

SWA
Laguna Beach
Sausalito
Houston
Dallas
San Francisco
580 Broadway
Suite 200
Laguna Beach
CA 92651
949.497.5471
Fax 949.494.7861

Monica Simpson ASLA, LEED®AP
Planning + Landscape Architecture
305 North Coast Highway Suite T
Laguna Beach, CA 92651
949-375-2523 cell

MOGAVERO NOTESTINE ASSOCIATES
2012 K Street
Sacramento, California 95811
(916) 443-1033

williams + paddon
ARCHITECTS // PLANNERS // PEOPLE
2237 Douglas Boulevard, Suite 160
Roseville, California 95661
(916) 786-8178

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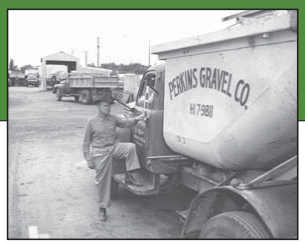
Chapter 1: Introduction

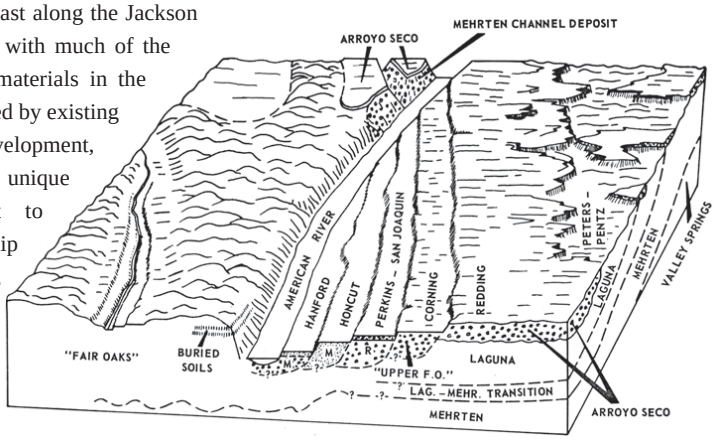
1.1 SITE HISTORY AND CONTEXT

The Aspen 1-New Brighton Project (New Brighton) is located within an area historically referred to as the Brighton Township, one of 14 original townships in Sacramento County dating to the 1880's. Once dubbed the "Best Town that Doesn't Exist," the Brighton Area has a long and productive history dating back over 8,000 years, made possible by the rich bounty nature provided. The terrain is comprised of fossil rivers, which have resulted in an abundance of sand, gravel, cobble, and fertile soils that have nurtured vast and varied land uses and settlement patterns over thousands of years.

The earliest inhabitants of the property were the Valley Nisenan, Native American Indians who settled along the American River watersheds and utilized the rich abundance of fish, game, and vegetation for food; wood and tules for housing; and stone and wood for tools and trade. Nisenan society flourished prior to the exploration and settlement of Sacramento (hastened by European exploration of the area) and the Spanish Land Grant system, which gave title of the land to John Sutter. Native American methods of managing the land gave way to larger scale farming operations, which ushered in a new agricultural era to the Brighton community. The new immigrants raised cattle, maintained dairy operations, and cultivated the land for dry farming and a variety of row crops, eventually transforming the Brighton area into an agricultural cornucopia referred to as the "Strawberry Capital of the World." With the advent of rail service, roadways, and the automobile, farming operations began to expand outward from Sacramento as the need for farming in close proximity to urban areas began to fade.



The years leading up to World War II brought numerous changes to the Brighton Area as demand increased for homes, businesses, and new roadways to serve the Sacramento region. In response to these changes, Teichert and other sand and gravel mining companies began mining operations in the area to provide the construction materials required to support the increased demand. In the years following World War II, growth in the Sacramento region continued, and mining activities progressed steadily to the east along the Jackson Highway corridor. Today, with much of the high quality construction materials in the area depleted and surrounded by existing and planned urban development, the Plan Area presents a unique opportunity for Teichert to restore the Brighton Township and create New Brighton, an innovative urban infill and reuse community.

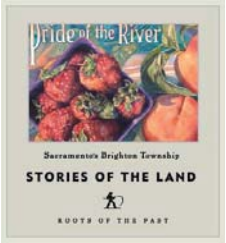


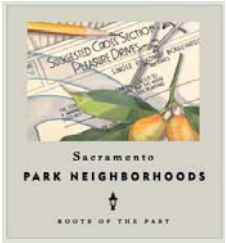
Major Land Forms and Soils Along the Lower American River

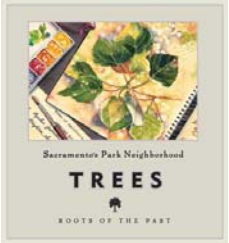
In 2004, the City of Sacramento began its General Plan update process as the Sacramento Area Council of Governments (SACOG) was in the final stages of refining its Blueprint for the region. Growth in the Sacramento region was charting a new course, with a greater emphasis on "smart growth," capitalizing on infill and reuse opportunities to reduce the region's dependence on "greenfield development" in order to accommodate a burgeoning population. During this same period, Teichert created StoneBridge Properties, LLC (StoneBridge), in order to establish a new direction for Teichert's land holdings in the region. StoneBridge's stated purpose is in part: to reinvigorate former Teichert industrial lands by master planning and building new communities with a vision for sustainable growth.

As the master plan process began, it was recognized that an appreciation and understanding of the area's history would provide an important context for appropriate community planning and design. In order to provide a comprehensive historical context, StoneBridge

has prepared and published three books. The first book, *Stories of the Land*, chronicles the history of the Brighton Township. The second book, *Sacramento Park Neighborhoods*, takes an introspective look at some of Sacramento's most successful park neighborhoods and why they have withstood the test of time to remain some of the most popular and desirable communities in which to live. The third book, *Sacramento's Park Neighborhood Trees*, studies the various varieties of tree species in Sacramento's Park Neighborhoods and provides guidance for reintroduction of large tree species to new communities to create the coveted tree canopy that is Sacramento's signature landscape feature. Important considerations discovered during the creation of these books, such as historical references and successful elements from Sacramento's beloved Park Neighborhoods, are incorporated within these guidelines to provide the foundation for a highly successful new park neighborhood that embraces its historical agricultural roots through urban farming and abundant opportunities for a healthy and sustainable community.







1.2 LOCATION AND SETTING

New Brighton is a new 232± acre master-planned community situated within the City of Sacramento's eastern edge, located in close proximity to the existing neighborhoods of Rosemont and College Glen. As shown on Figure 1-1 (Vicinity Map), the Plan Area is situated at the southwest corner of South Watt Avenue and Jackson Highway and is located approximately 1.2 miles south of Highway 50 and 6.5 miles east of downtown Sacramento.

The New Brighton Planned Unit Development (PUD) is part of what is commonly referred to as Aspen 1, which is owned and operated by Teichert Land Company and is a former aggregate mine site utilized for sand and gravel extraction in the 1960's. Due to mining operations, the site is characterized by varied topography, which range in elevation from 12 feet MSL to 53 feet MSL. The subject site

Figure 1-1: Vicinity Map

also contains an electrical transmission line which transects the site in a northwesterly-to-southwesterly direction. Since mining of the site was completed, the site has provided areas for agriculture, a nursery, and supporting uses for the Teichert Perkins Plant.

As illustrated by Figure 1-2 (General Plan Land Use Map), General Plan Land Use Designations within the Plan Area include Traditional Neighborhood Medium Density and Suburban Center. The New Brighton Special Planning District (SPD) Ordinance and these PUD Guidelines are designed to implement the General Plan Designations through the following zoning designations:

1. R-1A (Single-Family Residential Zone)
2. RMX (Residential Mixed-Use Zone)
3. SC (Shopping Center Zone)
4. A (Agricultural Zone)
5. A-OS (Agricultural Open Space Zone)

The New Brighton SPD defines the uses and process within the Plan Area which would otherwise not be allowed but for the adoption of the SPD.

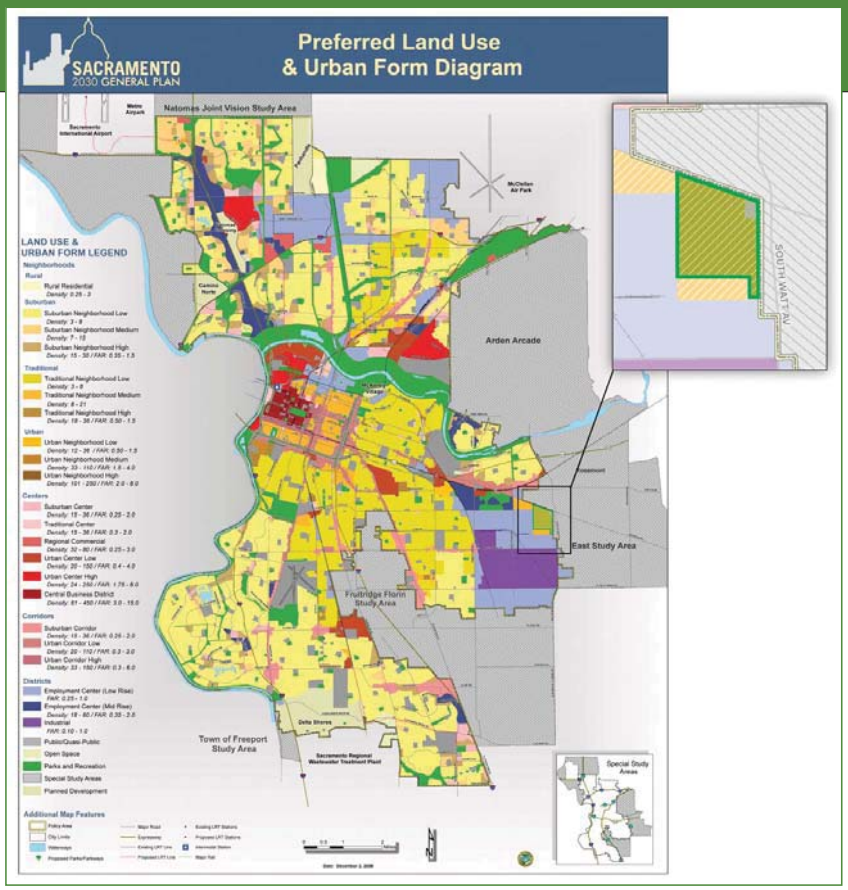


Figure 1-2: General Plan Land Use Map

1.3 PURPOSE

The purpose of this document is to work in concert with the SPD Ordinance to guide the planning and design of individual projects within the Plan Area. These PUD Guidelines provide a comprehensive overview of the design criteria and development standards required to implement the desired physical form of the community and its key features. The PUD Guidelines address land use, site design, sustainability, architecture, landscaping, circulation, and other components to create a distinguished community comprised of high quality architecture, ample open space and recreational areas, and a balanced mixture of uses.

These PUD Guidelines function to (1) implement the City of Sacramento General Plan goals for the Plan Area; (2) establish a design framework within which developers, builders, and architects/designers can conceive and produce high-quality design and construction within the development; and (3) create a design review framework by which to evaluate, critique, and approve development projects on individual sites within the Plan Area. These Guidelines will be used in conjunction with the SPD Ordinance to supplement and replace zoning standards for the property, which would otherwise apply under the City of Sacramento's Planning and Development Code (Title 17). In addition, these Guidelines provide written and graphic descriptions of planning and design concepts based on smart growth and environmentally responsible design solutions.

Variations to these standards may be considered for projects with special project and design characteristics during the City's review process. This document is intended to encourage and direct a high level of design quality to the project site while permitting flexibility for creative expression and innovative design solutions.

1.4 PUD GUIDELINE DOCUMENT AUTHORITY

The Plan Area consists of property within the City limits of the City of Sacramento and is subject to the land use and jurisdictional authority of the City's relevant ordinances and codes. Adoption of these PUD Guidelines is subject to the California Environmental Quality Act (CEQA) and requires consistency with the City's General Plan. The General Plan provides the overall guidance for the City's physical development by setting forth general goals, objectives, policies, and programs for the entire City planning area. The SPD Ordinance and these PUD Guidelines implement the City General Plan with specific development standards and design guidelines for the Plan Area, governing individual project applications and construction. This set of guidelines establishes a link between the General Plan and future individual project level development proposals.

1.5 PUD ADMINISTRATION OVERVIEW

1.5.1 COMPLIANCE

This project, as a Planned Unit Development, and its associated SPD Ordinance, as approved and adopted by the Sacramento City Council, will serve as a supplement to the existing Planning and Development Code (Title 17) for the Plan Area. The City Council, Planning and Design Commission, and City Planning Staff will use these Development Guidelines as a vehicle to review specific development proposals and to implement the project's vision and regulations. Future development proposals and plans, whether individual buildings or collectively phased projects, must comply with these Guidelines, as well as the General Plan and Planning and Development Code, where applicable. These Development Guidelines are intended to be used by City staff, property owners, architects, landscape architects, designers, builders, and developers in the planning and design of projects within the Plan Area.

1.5.2 CONFLICTS WITH CITY CODE

Should particular elements in these Guidelines conflict with development standards or regulations in the Planning and Development Code, these Development Guidelines shall prevail. Conversely, any particular element or provision not specifically covered in these Guidelines shall be subject to the provisions of the Planning and Development Code.

1.5.3 PROCEDURES FOR APPROVAL AND AMENDMENT

The procedure for approval of development under, as well as amendments to these Guidelines are as set forth in Section 17.452 of Title 17 of the Sacramento City Code, as may be amended from time to time.

1.5.4 DESIGN REVIEW PROCESS

Development in the New Brighton PUD is subject to the site plan and design review process as indicated in Chapter 17.808, Article 1 of the Sacramento City Code as may be amended from time to time. These guidelines shall serve as the guidelines applicable to any development project proposed in the PUD (17.600.100.D)

1.6 LAND USE TRANSITION

Upon the time of adoption of the PUD Guidelines, the existing Plan Area was characterized by a mixture of land uses. These land uses include mining supportive uses, such as a conveyor belt, soil drying beds and ponds, and water ponds, among others. Although the timing of the phase-out of these facilities is undetermined, it is the clear intent of the New Brighton PUD Guidelines to work in concert with the New Brighton SPD Ordinance to provide the ability to transition to urban land uses over time, at a schedule to be determined by the landowner.

The continuance of existing land uses is contemplated within the New Brighton SPD Ordinance, which specifies the following language related to the continued use of the Plan Area for industrial uses.

All industrial uses existing in the New Brighton SPD that become nonconforming upon rezoning with a New Brighton SPD suffix , including all then existing buildings, structures, and equipment, may continue in operation, and shall not be subject to Chapter 17.232 with respect to additions, enlargements, relocation, repair and reconstruction, change to another nonconforming use , or discontinuance, until such time as the use is terminated and able to transition to the land uses established in the New Brighton SPD. Nonconforming industrial land uses shall mean the following uses:

1. *Surface mining and reclamation.*
2. *Aggregate pre-wash facility.*
3. *Conveyor line and related facilities.*
4. *Soil drying beds and ponds.*
5. *Water ponds and related facilities.*
6. *Agricultural fields.*

While it is anticipated that the continuation of industrial uses will occur for some time, they will eventually be replaced by the land uses identified by the PUD Schematic Plan and associated PUD Guidelines. The transition of land uses is anticipated to occur gradually, with the eventual urbanization of the Plan Area anticipated to occur in stages as areas and uses are gradually removed from industrial use. In the event that development occurs while some or all existing uses are still in operation, mitigation measures identified in the Project EIR for potential noise and dust impacts shall be incorporated.

1.7 DOCUMENT ORGANIZATION

The New Brighton PUD Guidelines have been prepared according to the following structure to guide future users within the Plan Area.

Chapter 1: Introduction

Chapter 1 summarizes the history and context of the Plan Area, its location and purpose, authority, and its organization and structure.

Chapter 2: Community Framework

This chapter describes the overall vision and goals for the New Brighton community, specifies the main design and planning principles, and explains the physical framework for key elements such as land use and circulation, community centers, residential land uses/densities, and open space and park elements.

Chapter 3: Parks, Open Space, and Recreation

This chapter sets forth design principles and guidelines for all open space and recreational features within the Plan Area. Guidelines for such elements as the urban farm, community gardens, community park, neighborhood parks, small "teardrop" mini-parks, medians, slope and perimeter treatment of buffer areas, and treatment within the power line easement is addressed.

Chapter 4: Landscape Design

Chapter 4 establishes the overall planting scheme for the project. Community landscape elements including street trees, project entries, park design, perimeters and slopes, edible landscape, Low Impact Development (LID) design, plant palettes, irrigation standards, fencing and wall design, paving and hardscape, lighting, street furniture, and other related measures are covered.

Chapter 5: Circulation and Streetscape

Chapter 5 sets forth the circulation master plan, which will provide a variety of interconnected modes of transportation to serve the community. Street sections designed for efficient modes of pedestrian and bicyclist travel are set forth, as are alternative street standards for LID design, trail networks and transit planning.

Chapter 6: Residential Neighborhoods

This chapter incorporates design principles, development standards, and architectural guidelines based upon historic architectural styles found within Sacramento Park neighborhoods to assist homebuilders in creating unique, memorable, meaningful, and relevant communities.

Chapter 7: Commercial Centers

Chapter 7 describes design principles and development standards for commercial areas within the Plan Area based upon historically relevant local architectural styles.

Chapter 2: Community Framework

2.1 COMMUNITY VISION

New Brighton is a new community in the City of Sacramento which draws upon its rich and varied history to establish a new park neighborhood that showcases the best elements of new community design while featuring historical references to its agrarian past.

Over centuries, this property has provided and nurtured a variety of lifecycles: originally providing homes and sustenance for the Valley Nisenan Native American culture, later becoming the agricultural breadbasket of the Sacramento Region with its rich bounty of agriculture, and subsequently for the last 50 years providing construction materials for a thriving State Capital. Once again the time has come for the property to provide for a new group of Californians, with a lifestyle of sustainable and environmentally sensitive living, shopping, employment, and renewed local agriculture with wellness as its unifying theme.

This project presents a rare opportunity for the City of Sacramento to weave an infill and reuse site into the existing fabric of the Community. By focusing high-quality development into this strategic location, the project can provide critical recreational, housing, community, and commercial services while helping to reinvigorate the area. These PUD Guidelines are presented as a vision for the transition of the area and set forth the necessary standards and guidelines to implement this vision.

Chapter **02**

Community Framework

The descriptions and exhibits presented in the following pages describe and illustrate the roadmap to create a new park community that is reflective of its history, environment, and the culture of its surroundings. This plan will provide new opportunities for a variety of healthy lifestyles, including opportunities to recapture elements of the earlier agrarian era of local agriculture and community gardening.

As illustrated by the schematic land use plan on **Figure 2-1** and also depicted in **Appendix A**, the proposed PUD will consist of a mixture of land uses including single-family and multi-family housing, commercial centers, urban farming areas, educational facilities, and recreational parks and open spaces. These meaningful open spaces are patterned after the most successful elements of historic and traditional Sacramento Park neighborhoods such as Land Park, McKinley Park, Curtis Park, and Oak Park. By introducing the appropriate mix of iconic architecture, civic space layout and design, small neighborhood-serving retail, and a human scale to the massing of buildings, these land uses and design principles will guide the transition of this former aggregate mining area into a vibrant mixed-use community embodying smart growth principles. With this in mind, the following set of general guiding principles will serve to implement future individual development projects according to the stated vision.

Figure 2-1: Schematic Land Use Plan

2.2 GUIDING PRINCIPLES

GUIDING PRINCIPLE 1: PROMOTE WELLNESS

Provide abundant opportunities for health and wellness through the provision of outdoor recreational systems and access to fresh local produce.

In order to provide for the wellness of the community, a number of critical elements have been set forth within the project. Opportunities for outdoor activities are abundant, with trails, a Community Park, Neighborhood Park, and two Mini-Parks distributed throughout the community and within easy walking and biking distance of residents. In addition, the Urban Farm has been centrally located to provide residents with the option of foregoing their vehicles and instead utilizing the internal transit or trail system to obtain fresh, locally grown produce and farm products.

GUIDING PRINCIPLE 2: CREATE COMMUNITY

Establish recognizable theming and create numerous opportunities for social interaction in order to reinforce a sense of community.

The physical form of the Plan Area will utilize consistent theming which references the Plan Area's rich agricultural history and some of the best elements of Sacramento's Park neighborhoods. Upon entering the community, streetscapes will introduce lush landscaped boulevards, generously sized planter areas, and opportunities for agricultural landscapes in entry features, along perimeter slope areas, and within community gardens. Options for social interaction will come in many forms, including community events and festivals at the Urban Farm, recreational activities within the various park and open space locations, and informal encounters within the Community Commercial and Four Corners Village Center District.

GUIDING PRINCIPLE 3: REINVIGORATE EXISTING AREAS

Complete the life cycle of a former mining site by weaving it into the fabric of existing communities.

This project represents a tremendous opportunity to transform an underutilized property into an active and contributing community. The land use plan has been designed to offer important retail and employment opportunities to an underserved area, with trail and transit connections aligned to connect with off-site properties. New Brighton will also provide a wide variety of new and different housing types to the existing community. In addition, recreational areas and the Urban Farm will help establish social interaction and community involvement for residents in and around the Plan Area.

GUIDING PRINCIPLE 4: PROMOTE SUSTAINABLE PRACTICES

Incorporate environmentally sensitive design practices into the community.

The Plan Area has been designed to demonstrate sustainable design practices through a variety of measures including energy efficient design, urban forests, and Low Impact Development (LID), which are intended to reduce the overall footprint of the community. Since the Plan Area is an infill-reuse site, it provides an extraordinary opportunity to promote sustainable design practices, demonstrating options that may be incorporated into other projects within the larger community.

An urban forest plan has been included in the landscape design of the project site to provide tree varieties and locations which present numerous benefits to the Plan Area. Properly located trees and appropriate species selection can improve air quality through reduced energy usage, increased pollutant uptake, and reduced tree emissions. In addition, trees can help reduce storm water runoff velocities, reduce erosion, and in turn help improve water quality.

LID measures are integrated into the Plan Area in order to reduce storm water runoff volume through hydromodification and to improve water quality. The use of LID measures has been incorporated into many of the open space and recreational facilities within the Plan Area, including streets, medians, planter areas, parks, and the Urban Farm. Through the use of techniques such as bio-swales, infiltration strips, bio-retention, rain gardens, and modified street sections, downstream areas will benefit from reduced storm water flows and improved water quality.

GUIDING PRINCIPLE 5: INCLUDE A MIXTURE OF USES

Create a community which embraces a mixture of land uses to encourage walkability and foster alternative modes of travel.

The land use plan includes a variety of land use types and mixed densities which are intended to provide employment, commercial, recreational, and housing opportunities within easy walking distance. The spatial relationship between land uses is intended to foster neighborhood interaction and minimize vehicular trips, providing for a range of community needs within the Plan Area.

GUIDING PRINCIPLE 6: FOSTER A DISTINCTIVE BLEND OF ARCHITECTURE

Establish distinctive architectural design and character which will reinforce a strong sense of community.

An important lesson learned from an analysis of Sacramento's Park Neighborhoods is how strongly communities react and coalesce around architectural identity. Proper architectural forms establish a strong physical presence and help delineate the overall personality and essence of a community. The architectural design guidelines set forth within these PUD Guidelines draw upon the most successful examples of local and regional architecture found within Sacramento's Park Neighborhoods and set forth an architectural palette for designing an eclectic variety of public and private spaces.

GUIDING PRINCIPLE 7: ENCOURAGE ALTERNATIVE MODES OF TRAVEL

Reduce automobile trips by facilitating transportation options.

As identified by Guiding Principle 5, New Brighton has been designed to provide a variety of uses and densities within the Plan Area. Access to diverse land uses such as the Community Commercial, Urban Farm, Elementary School, and Four Corners neighborhood commercial area is provided through an interconnected transportation system designed to simplify access and reduce the need for automotive travel. Techniques used to encourage alternative modes of travel include the use of the following:

1. Properly located land uses including local-serving neighborhood retail and civic uses in proximity to residential areas.
2. A modified grid pattern street system, which utilizes shorter block sizes.
3. Shortcuts from residential areas to commercial and recreational opportunities.

4. Pedestrian-friendly street sections, which include separated sidewalks, wide planters for large street trees, and on-street bike lanes along collector roadways.
5. An off-street trail system linking the residential neighborhoods to commercial, recreational, school, and Urban Farm locations.
6. A "transit ready" street section for Rock Creek Parkway, which is capable of providing future median transit options such as a shuttle, trolley, electric vehicle, or Bus Rapid Transit (BRT).

2.3 LAND USE CONCEPT

The Land Use Plan encompasses 232 acres of former aggregate mining land which is strategically located at the southwest corner of South Watt Avenue and Jackson Highway. As discussed in the preceding section, wellness, community, reinvigoration of community through infill/reuse, sustainability, a mixture of land uses, distinctive architecture, and alternative modes of travel are the hallmarks of the Land Use Plan. These guiding principles have been incorporated into the Conceptual Land Use Plan illustrated by **Figure 2-1** and **Table 2-1** to create the foundation of a mixed-use community comprised of three land use districts. These land use districts integrate a mix of land uses that are compatible, accessible, economically efficient, and organized around major thematic elements to create a definitive "sense of place."

The three Land Use Districts of New Brighton are as follows:

- Community Commercial District
- Four Corners Village Center District
- Traditional Neighborhoods District

These land use districts are illustrated by Figure 2-2 and their key features are described in the remaining portion of this chapter. Design guidelines and development standards for associated uses are set forth in Chapters 3 through 7 of these PUD Guidelines.

Table 2-1: Land Use Summary

Designation	Units	Estimated Bldg. SF	Gross	Net[1] Acres	Net Density
Low Density Residential	482		86.0	59.1	8.2
High Density Residential	378		19.3	15.1	25.0
Residential Mixed Use	405	59,000	17.0	13.5	30.0
Commercial	50	130,000	12.4	10.8	*
Urban Farm	50	33,000	26.7	23.8	*
Elementary School[2]			9.8	8.8	
Parks			16.6	14.5	
Open Space/Medians			28.8	28.5	
Major Roads			15.7		
Total	1,365	222,000	232.3		

[1] *Net Acres excludes public streets, alleys, slopes, and landscape easements.*

[2] *Proposed school site. Should school district not build on-site, property will revert to its underlying residential zoning.*

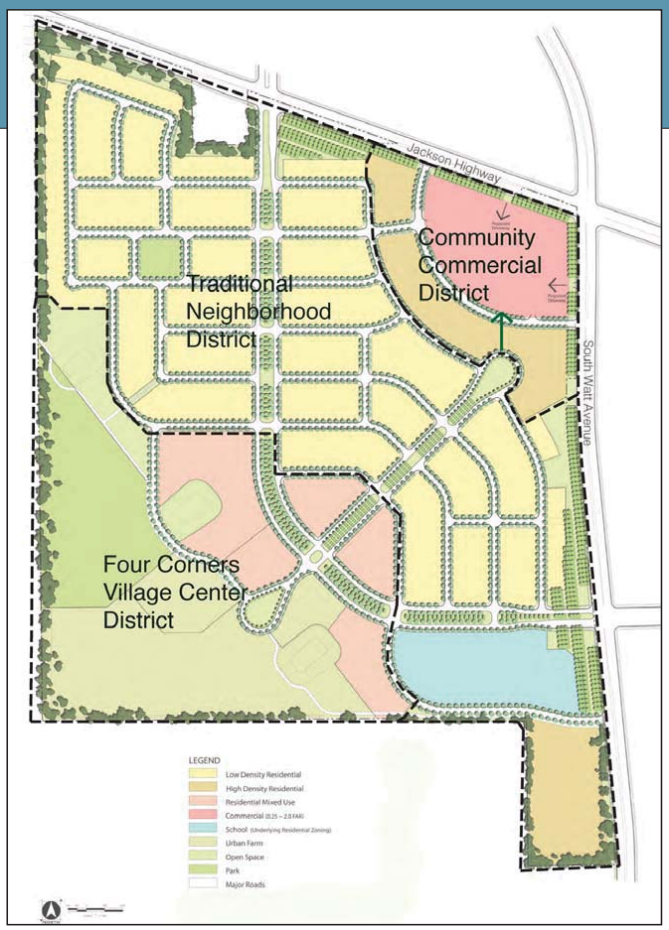


Figure 2-2: Land Use Districts

2.3.1 COMMUNITY COMMERCIAL DISTRICT

The Community Commercial District is located at the northeast corner of the community, at the junction of South Watt Avenue and Jackson Highway. This location provides tremendous visibility and accessibility from within the Plan Area as well as to travelers along the South Watt Avenue and Jackson Highway Corridors. As shown in Figure 2-3 the Land Use Plan takes advantage of this strategic location by placing the Community Commercial District along the axis of the Aspen Promenade, linking it to the Four Corners Village Center District both visually and physically. By connecting these two Districts, they form anchors at either end of the Aspen Promenade, which helps to facilitate joint use activities and easy travel between both districts.

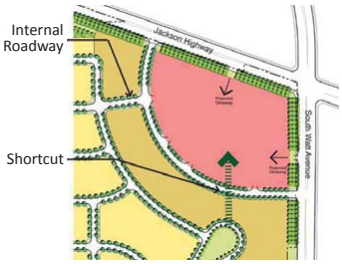


Figure 2-3: Community Commercial District

The Community Commercial District will provide a commercial and multi-family anchor to the community, with easy access to a heavily traveled corridor and transit. This concentrated node of density will help facilitate transit ridership within the Plan Area and along the planned South Watt Avenue BRT Corridor. Multi-family uses will provide synergy between the commercial and multi-family sites, which will strengthen the commercial corner and foster activity. In addition, alternative modes of travel will be facilitated by a pedestrian-friendly street section along Aspen Promenade, an internal road connection from the Plan Area to the District, and a "Shortcut" (see Figure 2-4), which connects the Plan Area to the Community Commercial District.

Figure 2-4: "Shortcut"

2.3.2 FOUR CORNERS VILLAGE CENTER DISTRICT

The nucleus of the Community is located at the southwest portion of the Plan Area, at the junction of the Aspen Promenade and Rock Creek Parkway. As shown in Figure 2-5, this central District has been designed to provide a lively combination of mixed uses, neighborhood-oriented services, recreational areas, and the Urban Farm, all of which will support

Figure 2-5: Four Corners Village Center District

transit and foster community interaction. This District is notable for the concentration of uses it supports and the manner in which it relates to the remaining two Districts within the Plan Area through a combination of easy access from Rock Creek Parkway and the off-street trail system, which interconnects various neighborhoods within the Plan Area to this District.

While varied in nature, land uses within the Four Corners Village Center District will provide an appropriate level of activity and energy to reinforce the sense of a community core. Ground level land uses on the east side of Rock Creek Parkway may include high density residential, neighborhood-serving commercial, and community facilities such as an ampitheater, health club, post office, community meeting hall, agricultural supporting uses, and iconic landscape features. Second floor uses may include additional high density residential and/or office space designed to overlook this District and provide a unique lifestyle choice for a more urban residential experience.

The southwest side of Rock Creek Parkway within the Four Corners Village Center District provides a glimpse into the Urban Farm and Community Park. The Urban Farm, a key component of the land plan, provides a palpable connection to locally grown fresh produce and recaptures some of the rich agricultural history of the area through educational and cultural activities associated with farming. The Urban Farm, in conjunction with the comprehensive open space and park facilities in the District, serves to promote the guiding principles of wellness and community envisioned by the New Brighton Community.

2.3.3 TRADITIONAL NEIGHBORHOODS DISTRICT

As illustrated by Figure 2-6, the Traditional Neighborhoods District encompasses the primary core of the Plan Area. Situated between the Four Corners Village Center District to the southwest and the Community Commercial District to the northeast, this District will provide distinguished residential neighborhoods reminiscent of Sacramento's finest Park Communities. This District is comprised of residential units of various densities with neighborhoods organized according to a gridded street system with short block lengths, pedestrian-friendly streets, and large planter areas to promote walkability.

As set forth in greater detail in Chapter 6 of these PUD Guidelines, the Traditional Neighborhoods District shall provide high quality homes, rich in architectural character and varied in size and density. Homes will reinforce a strong streetscape through architectural variations as well as garage type and placement. Homes along Rock Creek Parkway will be alley loaded and shall face the street to present a strong architectural statement and frame the roadway with a stately presence, while other home sites will offer a combination of recessed garages, detached garages, and accessory dwelling units above garages to enliven the neighborhood and create a diverse and dynamic streetscape.

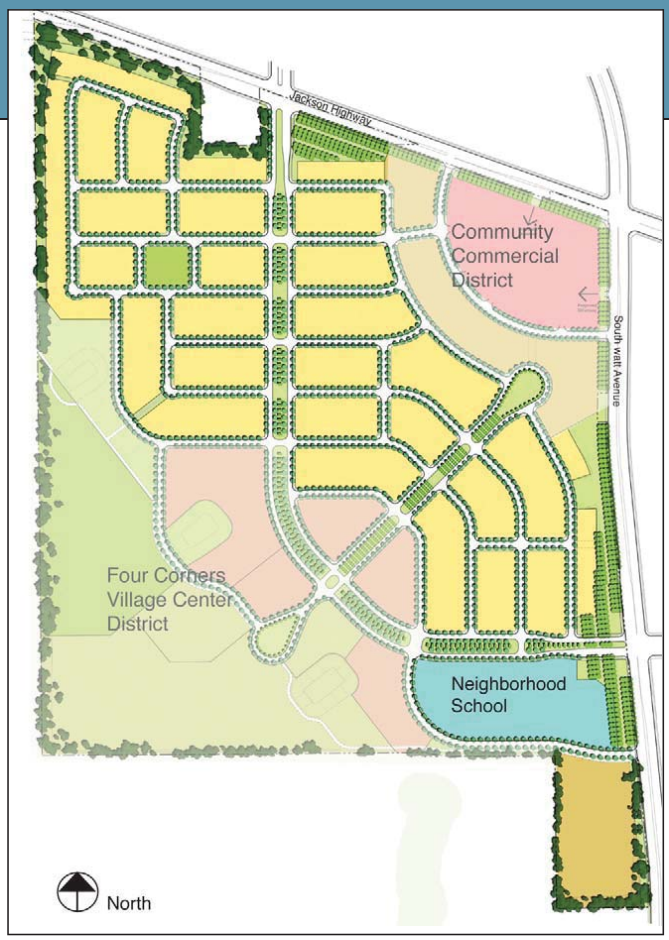


Figure 2-6: Traditional Neighborhoods District

Chapter 3: Parks, Recreation, and Open Space

3.1 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

This chapter sets forth the framework to establish the Plan Area as a true park community that emphasizes wellness through the establishment of a comprehensive open space and recreational system. Open Space and recreational areas provide the backbone to a successful community; and this project has incorporated a variety of parks, trails, landscaped medians, and an urban farm to serve a wide variety of interests and age groups.

The centerpiece of the Parks, Recreation, and Open Space Master Plan is the Urban Farm, which will be established to serve as the nucleus of the community. The Urban Farm provides a location to cultivate and purchase fresh produce, provide educational opportunities, and hold community events and farmers markets. Agricultural theming related to the Urban Farm extends well beyond its borders into all parts of the Plan Area through community gardens, edible landscaping, perimeter planting, wildlife attracting hedgerows, and community landscape palettes.

The Urban Farm will be tied into the overall Plan Area through a series of on-street and off-street trails, promenades, and landscaped medians, which are designed to extend the "park experience" throughout the Plan Area as illustrated by Figure 3-1. Visitors will immediately notice the distinctive nature of the community as they are greeted by parkways

Figure 3-1: Parks, Recreation, and Open Space Master Plan

which are reminiscent of roadways located within Sacramento's Park Neighborhoods. The "park experience" will extend from these large generously landscaped median areas to the greater network of park and open space areas, which include a community park, neighborhood park, several mini-parks, and trails.

Chapter 16.64 of the Sacramento City Code calls for a minimum of 5.0 acres of parkland per 1,000 population, and the parkland calculation is summarized in Table 3-1. This project provides a total of 14.5 net acres of park and recreational areas which are eligible for Quimby Credit with an additional 52.3 acres of open space and recreational areas. This area includes 23.8 net acres of Urban Farm and 28.5 net acres of median boulevard parks, landscaped entries, corridors along streets, shortcuts, and slope areas.

Parkland dedication requirements are typically based on zoning and maximum density; however, a small lot tentative subdivision map was included with the application, allowing the parkland requirement to be precisely calculated for these PUD Guidelines. It should be noted that if the Land Use totals are amended with a Tentative Subdivision Map, this could affect the calculation of required parkland and may require a reduction or increase in the parkland dedication or in-lieu fee obligations under the City of Sacramento Code 16.64.

Table 3-1: Quimby (Park Requirement) Calculations

Land Use	Density DU / AC	Acres (net)	Max. Units	Park Factor	Park Acres Required
RMU	30.0	13.5	405	0.0088	3.56
HDR	25.0	15.1	378	0.0088	3.33
Urban Farm	-	-	50	0.0088	0.44
Commercial	-	-	50	0.0088	0.44
SFD	8.2	59.1	482	0.0149	7.18
				Total Parkland Required	14.95
				Total Parkland Provided	14.50

Note: Parkland requirements are based on maximum units as approved on the Tentative Subdivision Map. In the event residential densities or unit counts are modified, the amount of parkland required may change requiring adherence to Chapter 16.64 of the Sacramento City Code.

3.2 PARK, RECREATION, AND OPEN SPACE ELEMENTS

3.2.1 THE URBAN FARM

As illustrated by Figures 3-2 and 3-3, the Urban Farm is located at the southwest corner of the Plan Area, strategically placed at the intersection of Rock Creek Parkway and the Aspen Promenade. Designed to serve as the centerpiece of the community, the Urban Farm will provide a central location for residents and surrounding neighbors to obtain fresh produce and assorted agricultural goods. In addition, the Special Planning District allows for additional uses normally not found in the agricultural zone such as up to 50 residential units, a potential school site or related educational facilities within the farm site, and a community barn which can host community events such as farmers markets, barn dances, outdoor movies, harvest festivals, and craft fairs. In order to perform the multitude of functions envisioned for the site, activities within the Urban Farm site shall conform to the following guidelines:

Urban Farm Guidelines:

A. Agricultural Activities

- The use of pesticides and herbicides should be minimized. Sustainable farm practices shall be used, with Certified Organic Status as an option to pursue.
- The site shall be designed and maintained such that fertilizers will not drain onto adjacent property.
- Reuse of stormwater and treated wastewater shall be used to the extent possible.

Figure 3-2: Urban Farm Location

Figure 3-3: Urban Farm Conceptual Plan

- The Urban Farm may be utilized for stormwater storage in emergency events.
- Farm equipment shall only be utilized between the hours of 7 am and 6pm and may be subject to the requirements of the City Noise Ordinance.
- All farm-related buildings and structures must comply with building and zoning codes.
- Outdoor lighting shall be carefully designed to minimize or eliminate interference with adjacent land uses.
- Equipment shall be stored in secured buildings or fenced compounds and screened from public view.
- All chemicals and fuels must be stored in an enclosed, locked structure.
- Pesticides or herbicides may be applied only in accordance with state and federal regulations.
- Animal pens must be fenced with appropriate materials, locked, and secured.
- Livestock is anticipated at the Urban Farm. Animals that are permitted in the Agricultural Zone per the Sacramento City Code are permitted in the Urban Farm Area. The operators of the farm may place additional restrictions on the types of animals permitted at the farm.

B. Buffers

- Animal pens shall be located a minimum of 200 feet from residential land uses.
- Hedgerows or other landscape screening shall be required where the urban farm abuts residential areas in order to reduce the potential for dust transmission.
- Crops must be set back a minimum of 50 feet from residential property lines, with transitional ground cover, shrubs, and trees or access roads in the area between crops and property lines.

- A landscape plan for the proposed landscaped buffer along the farm boundaries shall be prepared identifying the type and location of fencing and the location, species, sizes, and quantities of all plant material.

C. Programming (See Figure 3-3)

- Farm buildings may consist of a multipurpose barn, processing facilities, classrooms, offices, restaurant, and a packing house. In addition, private housing for caretaker/interns located away from public access may be included.
- Water quality basins shall be incorporated into the farm to provide pollutant removal and storm water storage.
- Grounds shall be organized to clearly differentiate between areas intended for public access and areas exclusively for farming activities not open to the general public.
- The design of the site should incorporate sustainable features in crop management, in both building and landscape design.

3.2.2 COMMUNITY GARDENS

The establishment of a Community Garden is an important element of this project. The safety and vitality of a healthy community relies heavily upon the vested pride of ownership that residents have for their neighborhood. The Community Garden is a place where neighbors can invest in the beauty and vitality of their community by individually cultivating their own small plots while fostering a focal point for neighborhood gatherings and social interaction.

The Community Garden is centrally located and in close proximity to the Urban Farm as shown in Figures 3-4 and 3-5. It is anticipated the Community Garden and Urban Farm will share resources and develop an interactive relationship.

Community Garden Guidelines:

- Automobile parking will be shared with adjacent uses. The Garden will provide bike racks and storage facilities and should be linked to pedestrian trails.
- Building structures shall be minor and designed to complement surrounding uses in a manner that is consistent with the architectural guidelines of the Urban Farm.
- A tool shed or other structure for storing tools, supplies, and materials shall be incorporated into the design.

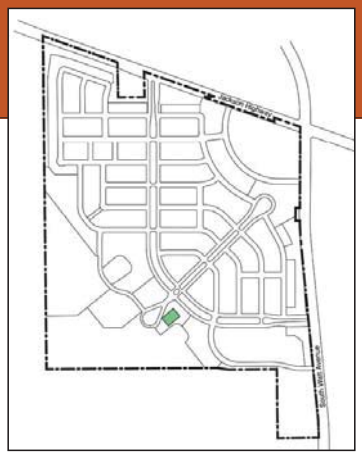


Figure 3-4: Community Garden Location

Figure 3-5: Community Garden Conceptual Plan

- Seating such as benches or picnic tables where gardeners can sit, relax, and take a break in shaded areas will be thoughtfully incorporated. Trash receptacles, drinking fountains, and restrooms will be included.
- Landscape treatment shall be consistent with the concepts developed for parks and other open space elements.
- A children's area, which can include special small plots for children, a sand box, and limited play equipment will be included in the design.
- A small outdoor meeting area such as a small amphitheater or informal group of benches will be a part of the Community Garden.

3.2.3 COMMUNITY PARK

The Community Park is strategically located in the southwestern portion of the Plan Area adjacent to the Urban Farm parcel and west of the power lines as shown in Figures 3-6 and 3-7. It is well positioned for convenient access to area roadways and is located within a half mile of most residential areas within the Plan Area. The Community Park has been designed with homes fronting onto the park, providing eyes on the street. The park is located to provide easy access from transit and bicycle routes along Rock Creek Parkway and the Class I trail system, which ties into the Community Park and Urban Farm locations.

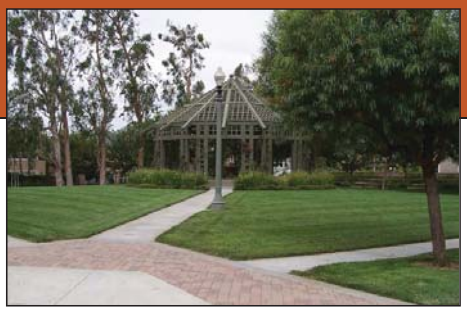
The Community Park is intended to meet recreational needs within a 2-3 mile radius. In addition to neighborhood park amenities, a community park may include: a large group picnic area with shade structure, a community garden, a neighborhood/community skate park, restroom, on-site parking, bicycle trail, a nature area, a dog park, lighted sports fields, or sport courts.

Figure 3-6: Community Park Location

Figure 3-7: Community Park

Community Park Guidelines:

- Programming of the Community Park should include elements to address the needs of a diverse community.
- Park circulation should be designed to provide pedestrian access from the surrounding neighborhoods and the Urban Farm.
- Parking facilities should provide for a variety of transportation modes, including bicycle and automobile. Bicycle racks shall be provided in convenient locations. Parking shall be located as to provide shared use opportunities with other public facilities such as adjacent schools and the Urban Farm.
- Parking will be designed in accordance with the City's current parking standards including the City's Parking Lot Tree Shading Design and Maintenance Guidelines.
- LID design features shall be incorporated into the design of the Park in order to collect and capture park generated drainage and runoff and convey it through landscaped and vegetated areas prior to re-entering the underground drainage system.
- Park programming shall consider opportunities for shared facilities or conjunctive uses with the Urban Farm including such uses as outdoor learning areas, picnic, and festival areas.
- Easily accessible and adequate restrooms, drinking fountains, trash/recycling receptacles, benches, lighting, and other amenities shall be provided within the Community Park.



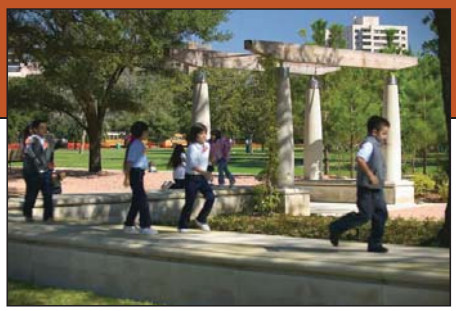


Figure 3-8: Neighborhood Park Location

3.2.4 NEIGHBORHOOD PARK

This project includes a Neighborhood Park located in the northwest quadrant of the Plan Area, as shown in Figures 3-8 and 3-9. This Neighborhood Park has been designed as a traditionally shaped square park to seamlessly integrate and complement the grid nature of the Land Use Plan. It is intended to provide a local gathering space for residents within the Plan Area.

The Neighborhood Park is intended to be used by people who live within a ½ mile radius, or within walking or bicycling distance of the park. Some neighborhood parks are situated adjacent to an elementary school; improvements are usually oriented toward the recreational needs of children. Park amenities may include a tot lot, adventure area, unlighted sports fields or sport courts, a group picnic area, and/or parking limited to on-street. Primary park elements may also include landscaping, irrigation, turf, trees, site furniture, walkways, entry improvements, signage, drinking fountain, children's play area (tot lot and adventure area); picnic area with shade structure and sports courts. Structures and amenities should be designed to reflect the Park Neighborhood design of the community and should be reflective of its landscape and architectural character.

Neighborhood Park Guidelines:

- Park circulation should be designed to provide pedestrian access from the surrounding neighborhoods.
- Parking for the Neighborhood Park shall be provided on adjacent streets.

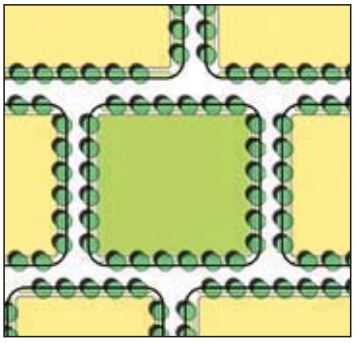


Figure 3-9: Neighborhood Park

- Homes should be designed to front onto the Neighborhood Park where possible; and, in instances where homes do not front on, the use of porches, windows, or other enhanced architectural treatments are acceptable.
- LID design features shall be incorporated into the park design through the use of rain gardens, pervious surfaces, and vegetative swales.
- Park design should incorporate unique cultural elements or focal points consistent with the New Brighton history into the design to create a distinct identity.

3.2.5 MINI-PARKS

There are two teardrop shaped Mini-Parks proposed within the Plan Area at either end of Aspen Promenade as illustrated by Figure 3-10.

They provide a green terminus and focal point at either end of the project's signature street, and signal an important pedestrian connection between the High Density Residential and Commercial at the northeasterly end and the mixed-use nature of the Four Corners Area and the Urban Farm at the southwesterly end of the Plan Area.

The Mini-Parks are intended to provide a local gathering space for residents for informal activities and interaction. Although they are relatively small in scale, Mini-Parks provide a useful function and can accommodate a range of activities and amenities as conceptually shown in Figures 3-11 and 3-12. Programming for Mini-Parks can be simple, but they should be designed to reflect the Park Neighborhood design of the Community in landscape palette and architectural character. The northern Mini-Park is adjacent to residential and should accommodate active and passive uses in a garden setting. These uses could include children's play areas, picnicking, tree alleys, arbors, and small shade structures.

Figure 3-10: Mini-Park Location

Figure 3-11: Mini-Park Conceptual Plan

The southern Mini-Park shall be designed to be compatible with community events at the Urban Farm, with flexibility for larger gatherings such as an amphitheater, farmers market, or informal activity lawn.

Figure 3-12: Mini-Park Conceptual Plan

Mini-Park Guidelines:

- Park circulation should be designed to provide pedestrian access from the surrounding neighborhoods and the Urban Farm.
- Parking for the Mini-Park should be provided on adjacent streets.
- Homes should be designed to front onto the Mini-Parks where possible; and, in instances where homes do not front on, the use of porches, windows, or other enhanced architectural treatments are acceptable.
- LID design features should be incorporated into the park design through the use of rain gardens, pervious surfaces, and vegetative swales.
- Mini-Parks should provide areas for seating, bike parking, trash receptacles, picnic areas, and shade structures.

3.2.6 MEDIANS AND PROMENADES

In order to emulate the history and embody the design of Sacramento's Park Neighborhoods, generously landscaped boulevard parks have been incorporated into the Plan Area. These "boulevard" parks are intended to create signature streets which provide lush landscaping, visual and recreational opportunities, facilitation of transit, and opportunities for Low Impact Development. Located as shown in Figure 3-13, these generously proportioned landscape medians will be a significant contributor to the scenic value and unique character of the community.

Rock Creek Parkway, the main collector road through the community, provides a wide median intended to provide a dramatic backdrop for homes and neighborhood areas along its frontage. As shown in Figure 3-14, its primary functions include facilitating future transit, pedestrian access, limited recreational opportunities, and providing areas for LID features to capture urban runoff.

Aspen Promenade, the project's primary signature street, connects the more intense commercial site and high density residential sites in the northeast corner of the site to the Four Corners and the Urban Farm in the southwest

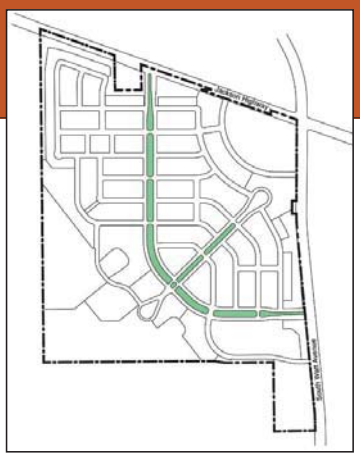
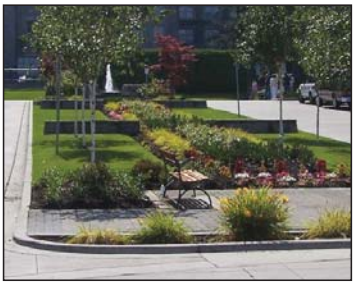


Figure 3-13: Median Locations



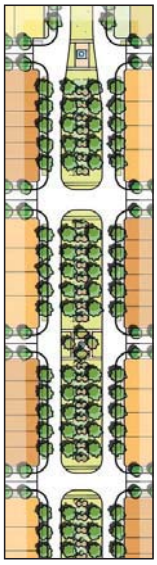


Figure 3-14: Rock Creek Parkway/Aspen Promenade Conceptual Programming

corner of the site. Designed as a wide median reminiscent of T Street in the Elmhurst neighborhood of Sacramento, this median will be designed to accommodate water quality features and limited neighborhood programming.

Median Guidelines:

- Roadway cross sections should conform to those shown on the approved Tentative Subdivision Maps and illustrated by Chapter 5 of these PUD Guidelines.
- LID design features shall be incorporated into the design through the use of a vegetative swale system.
- Pedestrian access to the medians shall be provided by pedestrian crosswalks at designated street intersections.
- Passive uses are encouraged such as rose gardens, themed plant gardens, tree allees, or arbors with seating areas. Limited active uses such as bocci ball and horseshoes may be provided.
- Landscape treatments shall be consistent with the concepts developed for parks and other open space elements.

3.2.7 PERIMETER AND SLOPE

The total area and size of perimeter open space lands within the Plan consists of approximately 12 acres of buffer, entry, and slope landscaping that includes recreational trails and water quality features. As shown in Figures 3-15, 3-16, and 3-17, the perimeter landscape provides a clear physical identity for the plan as well as providing connections for paths and trails to link community features. Due to the topographic conditions of the site, slopes are necessary for a large portion of the perimeter. These slopes and generous entry setbacks provide opportunities for additional landscaping and buffering of adjacent arterial roadways.

Perimeter and Slope Guidelines:

- The steepness of the slope shall vary with a maximum of 2:1. Trails and steps may be used in limited areas for access to commercial facilities and community features.
- As illustrated by Figures 3-16, and 3-17 uses within the perimeter areas may include entry features, ornamental landscaping, naturally planted open space, hedgerows, orchard and/or agricultural planting, paths, walks, bicycle trails, and small pocket parks.
- All vegetation proposed for the perimeter landscape shall be designed and maintained to minimize fire hazards.

Figure 3-15: Perimeter Open Space Locations

Figure 3-16: Perimeter Open Space Locations

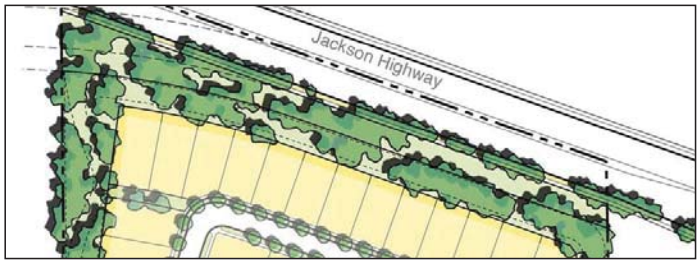


Figure 3-17: Perimeter Open Space Conceptual Plan

- Vegetated swales and water quality basins are important visual and aesthetic features of the perimeter open space and shall be designed in accordance with the project landscape guidelines.

3.2.8 ADDITIONAL OPEN SPACE AREAS

Figure 3-18 identifies additional open space areas within the Plan Area. These open space properties include portions of the land beneath the power line easement, slopes for the transmission towers, and a mid-block paseo, totaling an additional 7+ acres of designated open space. As illustrated by Figure 3-19, uses may include parking areas for the Community Park, bicycle trails, water quality systems, and landscaping of slopes for transmission towers. A block-long shortcut provides convenient and direct pedestrian access between intersections for residents north of the Community Park.

Figure 3-18: Additional Space Locations

Figure 3-19: Additional Open Space Conceptual Plan

Additional Open Space Guidelines:

- Uses should include signage features for the park, naturally planted open space, orchard planted parking areas, paths, walks, bicycle trails, and small pocket parks.
- All vegetation proposed under the transmission line shall be designed and maintained to minimize any encroachment hazards in accordance with Sacramento Municipal Utility District (SMUD) and Western area Power Agency (WPA) standards for powerline easements. Access to the towers shall be maintained and may be combined with the bike trail.
- Vegetated swales and water quality basins are important visual and aesthetic features of the community open space and shall be designed in accordance with the project landscape guidelines.
- Pedestrian features such as benches and trash receptacles are to be incorporated as appropriate.
- Open space may include programmed uses such as dog parks or other uses compatible and complementary to the Community Park.
- Landscaping and maintenance between the additional open space and the community park will match in design and planting selection to provide a continuous visual appearance. In addition, no fencing shall be provided between the Additional Open Space Area and the Community Park in order to provide the sense of one large open space.

Chapter 4: Landscape Design

4.1 INTRODUCTION

This chapter has been established to work in concert with the Parks, Recreation, and Open Space Master Plan set forth in Chapter 3 to provide the necessary detail to implement the concept of a Park Community within the Plan Area. As stated throughout these PUD Guidelines, landscape is a critical component of the project's identity. As an ever-present visual element along the streets, edges, medians, and parks, landscape plays an important role in establishing the identity of the Plan Area. The landscape design for the project drew inspiration from two primary sources: first, the historic Sacramento Park Neighborhoods that are known for their tree-lined and shade-dappled streets and, second, the traditional agricultural landscape of the Sacramento Valley with its regular geometry of hedgerows, orchards and row crops.

In addition to the inspiration drawn from tree-lined streets and agricultural landscapes, the project features the incorporation of green infrastructure or LID landscape practices into the overall project design. LID principles incorporate drainage features seamlessly into the landscape through shallow surface vegetated drainage areas in order to reduce stormwater runoff velocities and volumes through hydromodification and to improve the water quality of downstream runoff.

This chapter addresses the elements found within the landscape realm and includes guidelines and standards for planting design, street trees, project entries, parks, perimeter slopes and open space, edible landscaping, LID features, plant palettes, irrigation, fences and walls, paving, lighting, and street furniture. The guidelines and standards set forth within this chapter will provide a closely coordinated, cohesive, and memorable landscape experience within the Community.

4.2 PLANTING DESIGN

An emphasis on tree planting serves as the primary focus of the landscape plans. Long-term development of shaded streets, parks, buffers, parking areas, and other locations is one of the primary determinants of community character and quality living environments. General planting guidelines are discussed below followed by a description of the primary landscape features of the project.

Planting Design Guidelines:

- Highlight the planting of long-lived species that are indigenous or well adapted to the climate and soils of the site.
- Landscape should emphasize the use of drought-tolerant, native adapted landscape species particularly in parks and other open space areas.
- Turf should be limited to parks, schools, or other active uses and/or high visibility areas. Low groundcover and native grasses should be used as an alternative to turf wherever possible.
- Avoid planting tree species with invasive root systems near utility lines and paving. Such species may be used in larger setback areas and open space areas provided there is adequate clearance.
- Planting design should consider location and orientation when adjacent to buildings to maximize solar orientation and reduce building heating and cooling.
- Encourage energy-efficient landscaping techniques by using local materials, on-site composting, and chipping to reduce green waste hauling.
- Plants should be selected for scale, color, and texture and planted in larger masses for ease of maintenance.
- Planting design should consider year-round interest and seasonal character through the careful use of flower and leaf color.
- Landscape design shall provide effective screening of parking areas, retaining walls, utility enclosures, utility cabinets, service areas, or service corridors to reduce negative visual impacts.
- Screen landscaping should incorporate evergreen plant species in order to maintain year-round leaf cover.

4.3 COMMUNITY LANDSCAPE ELEMENTS

Primary landscape components of the Plan Area including street trees, entries, parks, perimeter slopes, edible landscapes and open spaces, are set forth in the subsequent sections of this Chapter. Consistent with the Guiding Principle of promoting wellness within this PUD, opportunities for edible landscaping are provided in order to further promote the connection of community to land. All landscape elements described within this Chapter should conform to the Plant Palette provided in Table 4-1.

4.3.1 STREET TREES

Street trees are the backbone of the Plan Area's neighborhoods and tree type should be selected from the Plant Palette provided in Table 4-1 based on the hierarchy and importance of the street within the community. Street trees are utilized on every street, located within an enlarged planter strip or parkway between the curb and pedestrian walkway. In addition to the street trees, a key aspect to creating an identifiable image for the project will be landscaping at project entries.

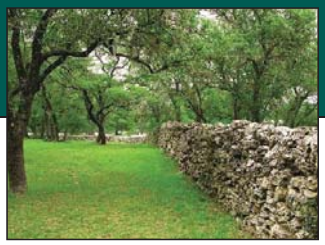
Perimeter streets include Jackson Highway and South Watt Avenue which are inspired by the regular geometry of hedgerows orchards and row crops. The trees shall consist of multiple rows of regularly spaced trees, matched in height and appearance, to create an orchard-like appearance.

Street Tree Guidelines:

- As illustrated by Figure 4-1, street tree plantings are required along all public streets and shall be installed by the builder parallel to the curb and centered in the planter strips.
- Local streets shall be framed by regular plantings of canopy street trees and a minimum of 8-foot parkway between curb and sidewalk.
- Portions of Jackson Highway and South Watt Avenue will be planted to screen the adjacent out-parcel on Jackson Highway and buffer residential uses from South Watt Avenue.
- Rock Creek Parkway and Aspen Promenade shall have multiple rows of regularly spaced trees. They will be matched in height and form to create a traditional shaded boulevard experience. Within these large medians small pocket parks shall be provided with accent plants and detailed landscape features.
- Trees shall be planted at sufficient intervals to accommodate mature growth. Maximum spacing should be no more than 30 feet on center.

Figure 4-1: Street Tree Plantings

- Street trees should be pruned to provide a minimum 8-foot clear space between the lower branch and the pedestrian walkway to allow for clearance for vehicles, pedestrians, and bicycle passage.
- Accent trees which provide seasonal color and visual interest should be planted at project entries and important intersections.
- Tree species may vary along primary roadways and local roads to create neighborhoods identified by particular tree species.
- Trees shall be planted from a minimum of fifteen (15) gallon containers or larger.



4.3.2 PROJECT ENTRIES

Project entries at South Watt Avenue and Jackson Highway provide an opportunity to distinguish the Plan Area from other communities in the region. As illustrated by Figure 4-2, primary project entries should be simple and understated with orchard tree plantings as the dominant element in order to reinforce the agricultural identity of the Plan Area. Entry design will also incorporate elements such as hardscape, pavers, signage, lighting, etc., to create a memorable landscape gateway.

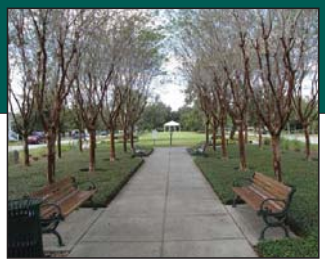
Figure 4-2: Primary Project Entries

Project Entry Guidelines:

- Orchard trees, native, or ornamental grasses should be the dominant elements. Accent color can be provided with lavender, rosemary or other appropriate plant types.
- Materials should have a classic and timeless appeal, be durable and simple in form, but appropriate to the scale of Jackson Highway and South Watt Avenue.
- Additional materials should be kept to a minimum to establish a uniform identity and avoid a cluttered landscape and architectural palette.

4.3.3 PARKS

As illustrated by Figure 4-3, parks within New Brighton can have both formal and informal planting designs relating to adjacent uses and program requirements. The landscape will have a manicured appearance, although native-adapted and low water-using plants should be emphasized. Smaller parks will lend themselves to formal planting treatments interspersed with large graceful shade trees while larger parks such as the Community Park will provide areas for active recreation.



Park Landscape Guidelines:

- The Community Park shall have plantings that incorporate agricultural theming with small groves of trees in highly visible areas combined with informal masses of trees and plantings in and around activity areas.
- Each park shall be designed as not only a visual space that has a definite character but also one that has areas for informal activities, shaded areas, seating areas, and viewing and/or strolling gardens.
- Each park shall incorporate one unique garden or architectural feature that complements the community design such as an arbor, trellis, or sculpture. Larger parks can include gazebos, pergolas, or follies.

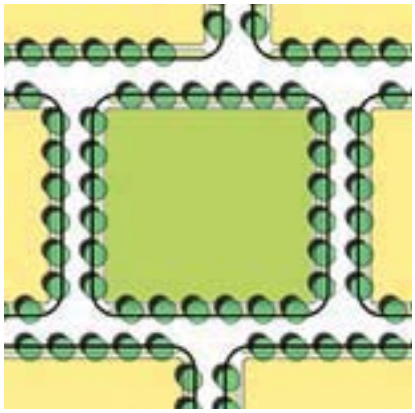


Figure 4-3: Parks

4.3.4 PERIMETERS AND SLOPES

Perimeter and slope areas provide a unique opportunity to incorporate a mixture of landscape materials suitable for agricultural production, screening, or ornamental and native-adapted landscape. Orchard-type plantings, such as olive and almond, can be utilized in many areas to complement the agrarian landscape of the Plan Area and provide agricultural products. **Figures 4-4** and **4-5** illustrate design options for perimeter and slope plantings where screening or ornamental landscapes are desired and plantings utilize native-adapted and low water plants grouped in large masses to achieve a natural appearance. Grading and planting design shall be carefully coordinated to enhance the quality and character of the community.

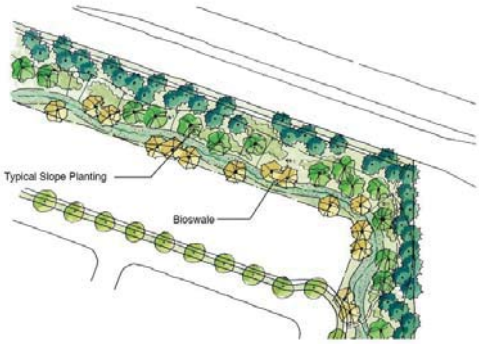


Figure 4-4: Design Options for Perimeter and Slope Plantings

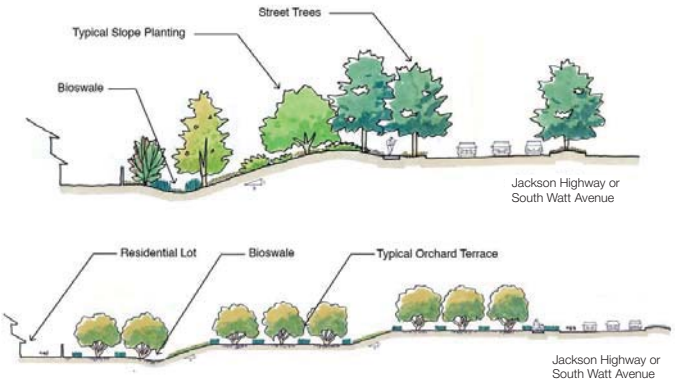


Figure 4-5: Design Options for Perimeter and Slope Plantings

Perimeter Slopes and Open Space Guidelines:

- Grading and planting design for slopes and bioretention areas shall be unified to ensure plant species respond to grade changes and moisture levels associated with the design.
- Shrubs and trees will be planted to screen adjacent uses as appropriate.
- Contoured grading shall be executed without severe breaks in slopes to achieve a natural appearance.

- Native grasses shall be used for all slope areas where orchard or ornamental plant and tree species are not used in order to provide erosion control.
- Agricultural plant palettes should be utilized along slope areas to the extent possible.

4.3.5 EDIBLE LANDSCAPE

An important emphasis on community agriculture is intended to be reinforced by planting design and landscape throughout the Plan Area. In addition to the urban farm and community garden, edible landscaping should be used wherever possible. Edible landscapes combine fruit and nut trees, berry bushes, vegetables, herbs, edible flowers, and ornamental plants into aesthetically pleasing designs. These designs can incorporate any garden style and can be included almost anywhere in the community landscape. The edible landscape recognizes that an aesthetically pleasing landscape and the production of fresh, delicious food can go hand-in-hand. Edible landscaping can be incorporated in school gardens, commercial and multi-family sites, trails, parks, and other spaces so that residents can enjoy the benefits of edible plants integrated into their landscapes.

Edible Landscaping Guidelines

- Edible landscape designs should resemble an ornamental garden and create balance, unity, rhythm, interconnection, and pattern in the landscape while integrating a host of food-producing plants into the design.
- Fruit trees can be grown as large trees in the landscape or trained as fences in an “espalier.”
- A wide range of berry-producing shrubs and brambles (raspberries) can work well as hedges, living fences, or screens.
- Vining plants such as hardy kiwi and grape can climb along an arbor, pergola, fence line, or trellis.

- Food-producing plants should be mixed with ornamental plants. The edible landscape garden should include non-edible tree, shrub, and perennial species.

4.4 LOW IMPACT DEVELOPMENT (LID) LANDSCAPE

The term LID is one of many used to describe the practices and techniques employed to provide advanced storm water management that seeks to maintain and use vegetation and open space to optimize natural hydrologic processes to reduce stormwater runoff. Through means such as infiltration, evapotranspiration, and reuse of rainwater, LID techniques manage water and water pollutants at the source and thereby reduce or prevent urban runoff impacts to rivers, streams, lakes, coastal waters, and ground water.

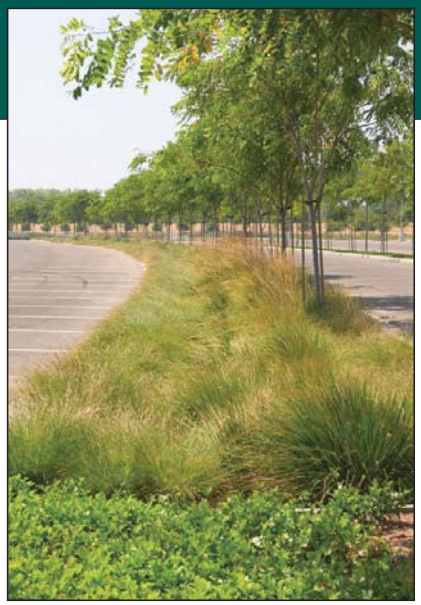
As illustrated by Figure 4-6, LID features are incorporated throughout the Plan Area and they include both formal and informal plantings depending on the location of the facility. LID features are meant to be an invisible design element that presents itself as a natural, integral part of the landscape design rather than a separate uncoordinated feature.

LID features in the Plan Area include a comprehensive system of open space and landscaped areas which are intended to improve stormwater quality and reduce runoff volumes. This comprehensive system includes modified street designs as discussed in Chapter 5 of these PUD Guidelines, enlarged planter strips adjacent to all streets, large medians in Rock Creek Parkway and Aspen Promenade, and a number of open space and recreational areas intended to provide for the infiltration and reduction of stormwater flows. Figures 4-7 and 4-8 provide conceptual examples of some of the LID techniques utilized within the Plan Area.

In addition to the LID features in the medians and open space, New Brighton includes a range of creative landscape design approaches for the residential, park, and commercial areas of the project. All project areas are encouraged to incorporate the following practices:

LID Guidelines:

- Plant large canopy street trees where appropriate to intercept rainwater, encourage root uptake, and facilitate evapotranspiration.
- Construct infiltration and conveyance trenches in planting strips planted with native and/or adapted vegetation to provide detention and infiltration depending on design.
- Build bioretention systems in planting strips or in open space and perimeter landscape areas. These systems use special soil mixes that promote tree root growth, runoff treatment, and infiltration depending on design.
- Bioswale channels in Rock Creek Parkway and Aspen Promenade should resemble a native grass-lined channel, linear in nature,



complementing the formal boulevards.

- Construct interconnected vegetated swales in the large parkways and medians as a part of the roadway system.
- Residential areas should landscape with a vegetative strip to provide on-lot detention, filtering of rainwater, and groundwater recharge.
- Buildings should have disconnected gutters and downspouts from roofs and direct flows to rain gardens or bioswales.
- Use permeable pavers, porous pavement, or other permeable material for walkways and parking areas where possible.

Figure 4-6: Preliminary LID Concept Plan

- Tree and plant species for bioretention and bioswale areas shall be selected from the approved plant palette shown in Table 4-1 of this chapter
- Perimeter open space edges of the project should allow for vegetated swales at the bottom of slope banks to convey stormwater into small bioretention basins.

4.5 PLANT PALETTE

Plant materials have been selected to establish a unique landscape character. These plants are particularly well suited to the soils, climate, and water requirements for the area. The list is not intended to be exhaustive but to provide a clear guide for selection. Additional plants may be used that are compatible with this list and are consistent with the intent of these PUD Guidelines.

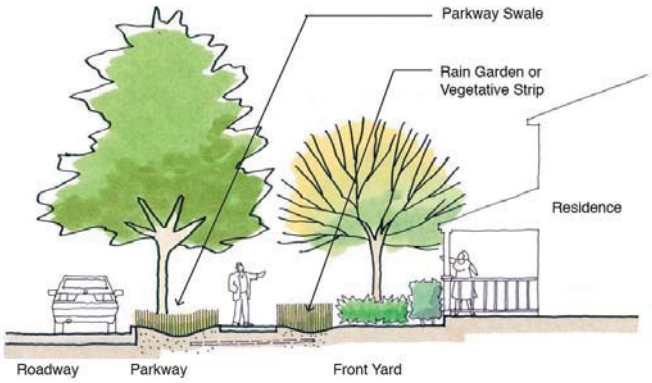


Figure 4-7: Conceptual Examples of LID Features

Figure 4-8: Conceptual Examples of LID Features

Table 4-1: Plant Palette

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Trees										
Acer negundo 'variegatum'	Variegated Box Elder				●		●	●		●
Acer saccharum	Sugar Maple				●		●	●		●
Aesculus californica	California Buckeye			●	●		●	●		●
Alnus rhombifolia	White Alder				●		●	●		●
Cercis canadensis	Eastern Redbud			●						
Cercis occidentalis	Western Redbud			●	●					
Citrus varieties	Oranges - Navel, Valencia, Satsuma, Mandarin, Lemon			●		●	●	●	●	
Diospyro Kaki	Persimmon			●		●		●		
Ficus Carica	Common Fig			●			●			
Fraxinus americana varietals	American Ash		●	●				●		
Fraxinus pennslyvanica varietals	Green Ash		●	●				●		
Fraxinus uhdei	Evergreen Ash		●					●		

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Ginko Biloba	Ginko		●					●		
Juglans hindsii	California Black Walnut					●	●	●		
Lagerstroemia indica	Crape Myrtle - Multi Stemmed	●		●				●	●	
Lauris nobilis	Sweet Bay	●		●				●	●	
Liquidambar styraciflua	Sweet Gum			●				●	●	
Liriodendron tulipifera	Tulip Tree		●	●				●	●	
Malus species	Crabapple	●		●		●		●	●	
Olea europaea	Olive					●	●	●	●	
Olea europaea 'Swan Hill'	Fruitless Olive	●		●		●	●	●	●	
Phoenix canariensis	Canary Island Date Palm	●		●		●		●	●	
Pinus eldarica	Afghan Pine						●	●	●	
Pinus halepensis	Aleppo Pine						●	●	●	
Pistacia chinensis	Chinese Pistache		●		●		●	●	●	

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Platanus acerfolia	London Plane Tree		●		●					
Platanus racemosa	California Sycamore	●	●		●		●	●	●	●
Populus fremontii	Western Cottonwood				●	●	●			●
Populus nigra spp	Theve Poplar, Lombardy Poplar	●			●	●	●	●		
Prunus cascade snow	Cascade Snow Cherry					●				
Prunus dulcis	Almond					●				
Prunus serrulata	Japanese Flowering Cherry					●				
Prunus x blireiana	Flowering Plum					●				
Pryus calleryana varieties	Callery Pear	●	●	●	●	●		●	●	
Quercus agrifolia	Coast Live Oak	●	●	●	●		●	●	●	
Quercus buckleyi	Texas Red Oak		●		●			●	●	
Quercus coccinea	Scarlet Oak		●		●			●		
Quercus douglasii	Blue Oak		●		●			●	●	

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Quercus Ilex	Holly Oak	●	●		●			●	●	
Quercus lobata	Valley Oak		●		●		●	●	●	
Quercus macrocarpa	Bur Oak		●		●		●	●	●	
Quercus robur ‘ Skymaster’	Skymaster Oak		●		●			●	●	
Quercus ruber	English Oak	●	●		●			●	●	
Quercus rubra	Red Oak	●	●		●			●	●	
Quercus shumardii	Shumard Red Oak	●	●		●			●	●	
Quercus suber	Cork Oak		●		●		●	●		
Quercus virginiana	Southern Live Oak	●	●		●				●	
Schinus molle	California Pepper			●	●		●	●		
Taxodium mucronatum	Mexican Cypress			●	●			●		
Tillia cordata, americana	Linden	●			●				●	

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Ulmus parvifolia	Chinese Elm	●	●		●				●	
Umbellularia californica	California Bay	●	●		●	●			●	
Zelkova Serrata 'green vase'	Green Vase Zelkova	●	●		●		●		●	
Large Shrubs										
Aesculus californica	California Buckeye			●	●	●	●	●	●	●
Arbutus spp	Madrone			●	●	●	●	●	●	●
Carpenteria californica	Bush Anemone						●			
Cercis occidentalis	Redbud			●	●	●		●	●	
Cornus spp	Dogwood			●		●		●	●	
Feijoa sellowiana	Pineapple Guava			●		●	●	●	●	
Heteromeles arbutifolia	Toyon					●	●	●	●	●
Hibiscus syriacus	Rose of Sharon			●				●	●	
Melaleuca nesophila	Pink Melaleuca			●			●	●	●	
Punica granatum	Pomegranate					●		●		
Rhus integrifolia	Lemonadeberry					●	●	●		

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Salix spp	Willow				●		●	●		
Sambucus mexicana	Blue Elderberry				●		●	●		
Medium Shrubs										
Abelia grandiflora	Glossy Abelia					●		●	●	
Alyogyne huegelii	Blue Hibiscus			●				●	●	
Brunfelsia pauciflora	Yesterday-Today-and-Tomorrow			●				●	●	
Buddlea davidii	Butterfly Bush			●				●	●	
Calliandra spp	Fairyduster, Flame Bush			●				●	●	
Ceanothus spp	Wild Lilac	●					●	●	●	
Elaeagnus pungens	Silverberry					●	●	●	●	
Grevillea noellii, rosmainifolia	Grevillea					●		●	●	
Lavandula spp	Lavender	●		●		●	●	●	●	
Lavatera spp	Rose Mallow	●				●	●	●	●	
Leonotis leonurus	Lions Tail	●				●		●	●	

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Ligustrum japonicum 'texanum'	Japanese Privet					●			●	
Lupinus albifrons	Silver Bush Lupine					●		●	●	
Mahonia aquifolium	Oregon Grape	●			●	●	●	●	●	
Myrtus communis	True Myrtle					●	●	●	●	
Pelargonium spp	Geranium	●	●			●		●	●	
Philadelphus lewisii	Mock Orange					●		●	●	
Pittosporum species	Pittosporum	●				●		●	●	
Plumbago auriculata	"Royal Cape"	●				●		●	●	
Raphiolepis indica	India Hawthorne	●	●			●		●	●	
Romneya coulteri	Matilija Poppy					●	●	●	●	
Rosa spp	Rose	●		●	●	●		●	●	
Rosmarinus officinalis varietals	Rosemary	●	●			●		●	●	
Ruellia californica	Ruellia					●		●	●	●
Teucrium sp	Germander					●		●	●	

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Viburnum species	Viburnum					●		●	●	
Xylosma congestum	Shiny Xylosma	●				●	●	●	●	
Small Shrubs										
Agapanthus spp "Storm Cloud"	Lily of the Nile	●	●			●		●	●	
Angiogozanthos flavidos	Kangaroo Paw	●		●		●		●	●	
Baccharis pilularis	Coyote Bush	●	●			●	●	●	●	
Brunfelsia pauciflora	Yesterday-Today-and-Tomorrow	●				●	●	●	●	
Buddlea davidii	Fairy Duster	●				●		●	●	
Buxus species*	Boxwood	●	●			●		●	●	
Caesalpinia pulcherrima	Spice Bush	●				●	●	●	●	
Callistemon viminalis "Little John"	Little John Bottlebush	●				●		●	●	
Calycanthus occidentalis	Western Sweetshrub	●				●	●	●	●	●
Cistus spp	Rockrose	●				●	●	●	●	
Dietes spp	Fortnight Lily	●	●		●	●		●	●	

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Erigeron spp	Buckwheat	●					●	●	●	●
Euryops pectinatus	Island Bush Snapdragon	●					●	●	●	●
Gambelia speciosa	Showy Greenbright	●					●	●	●	
Helianthemum nummularium	Rockrose	●					●	●	●	
Hemerocallis hybrids*	Daylily	●	●					●	●	
Pittospporum tobira dwarf varietals	Pittosprum	●	●					●	●	
Raphiolepis indica dwarf varietals	India Hawthorne	●	●					●	●	
Salvia spp	Sage	●	●		●		●	●	●	●
Spirea sp	Spirea	●					●	●	●	
Westringia fruticosa	Coast Rosemary		●				●	●	●	
Yucca	Yucca						●			
Grasses										
Aristida purpurea	Purple Three Awn				●	●	●	●	●	
Carex spp	Sedge	●	●		●	●	●	●	●	●

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Elymus spp	NCN				●	●	●	●	●	●
Festuca californica	California Fescue				●	●	●	●	●	●
Festuca spp	Fescue	●	●		●	●	●	●	●	
Iris douglasiana	Doulas Iris	●	●		●	●	●	●	●	●
Juncus patens	Common Rush				●	●	●	●	●	●
Juncus textills	Basket Rush				●	●	●	●	●	●
Muhlenbergia rigens	Deer Grass	●			●	●	●	●	●	●
Pennisetum spp	Fountain Grass	●			●	●	●	●	●	
Scirpus sp	Tule				●	●	●	●	●	●
Ground covers										
Arctostaphylus spp	Manzanita	●	●			●	●	●	●	
Baccharis pilularis twin Peaks	Dwarf Coyote Bush	●	●				●	●	●	
Ceanothus gloriosis	California Lilac	●	●				●	●	●	
Cotoneaster sp	Cotoneaster	●					●	●	●	

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Hypericum calycinum	St. Johns Beard	●						●	●	
Lantana spp	Lantana	●						●	●	
Lonicera japonica	Honeysuckle	●	●					●	●	
Potentilla fruticosa	Shrubby Cinquifoil	●	●					●	●	
Ribes malvaceum	Chaparral Currant	●			●		●	●	●	
Ribes speciosum	Flowering Gooseberry	●			●		●	●	●	
Rosmarinus off. Prostratus	Prostrate Rosemary	●	●					●	●	
Trachelospermum asiaticum	Asiatic Jasmine	●	●					●	●	
Trachelospermum jasminoides	Star Jasmine	●	●					●	●	
Vaccinium ovatum	Evergreen Huckleberry						●	●	●	
Vinca major	Periwinkle	●	●					●	●	
Vines										
Campsis spp	Trumpet Creeper	●				●		●	●	
Jasminum spp	Jasmine	●				●		●	●	

Chapter 4: Landscape Design

Table 4-1: Plant Palette (continued)

Botanical Name	Common Name	Parkways	Streets	Accents	Bioswales	Farm and Orchards	Open Space / Slopes	Parks	Commercial	Native or Cultivar
Lonicera japonica	Honeysuckle	●				●	●	●	●	
Parthenocissis tricuspidata	Boston Ivy					●	●	●	●	
Rosa spp	Climbing Rose	●				●	●	●	●	
Vitis spp	Wild Grape	●				●		●	●	
Wisteria chinensis	Chinese Wisteria	●				●		●	●	

4.6 IRRIGATION AND WATER CONSERVATION

The use of native and adapted plants which require low water use and possess resistance to pests and diseases is encouraged. Less watering, fertilizing, and chemical control required for landscape design reduces the need for irrigation and associated water use. The irrigation system should be designed to conserve water resources by efficiently and uniformly distributing water.

Irrigation design should be based upon the California Department of Water Resources State Model Water Efficient Landscape Ordinance (AB 1881) and the *Irrigation Association's Turf & Landscape Irrigation Best Management Practices*, 2005 edition, or best available data and tailored to the climate of the City of Sacramento.

Irrigation and Water Conservation Guidelines:

- Irrigation design should accommodate hydrozones accordingly. For example, separate zones are required for shrub beds and turf beds. Trees should be put on a separate system when possible. Systems should also be separated by sun exposure, i.e., north/east exposures versus south/west exposures.
- Automatic irrigation systems shall include a rain shutoff valve.

- Moisture sensors should be installed at appropriate intervals in commercial and mixed-use areas and along streetscapes to minimize overwatering.
- The reuse of stormwater and treated wastewater should be incorporated into landscape design to the extent possible.
- Turf and groundcover should be irrigated with a conventional spray system, using head-to-head spray coverage. Misting spray heads in turf areas should be avoided.
- Shrubs and trees should be irrigated with a drip system or MPR heads to provide deeper, more even watering and promote water conservation.
- Irrigation controls should be screened from view from the street by landscaping or other attractive site materials.

- Soil should be mulched with 3-4 inches of organic material, such as wood chips, to reduce evaporation, keep the soil temperature even, and control weeds.
- Roof water collection systems should be used as much as feasible to reuse roof runoff for irrigation.

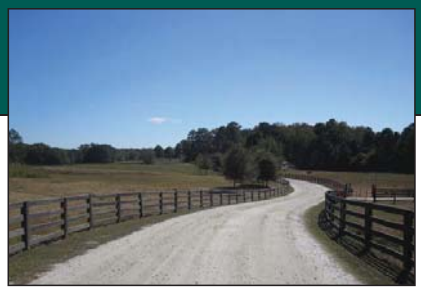
4.7 FENCES AND WALLS

Fencing and walls should be made from high quality materials and relate to the character of each unique area within the community. In general, high masonry walls along collector and arterial streets should be avoided; and in areas adjacent to open space, parks, and view corridors, fencing should be permeable to allow visual access. As shown in Figure 4-9, fencing and walls within the Plan Area are intended to distinguish project areas while creating a welcoming appearance that encourages and controls pedestrian movement between residential, commercial, and public use areas.

Articulated Fencing

Fences and Walls Guidelines:

- Where noise attenuation is required along arterial



Post and Rail Fencing

Low Gabion Wall

roadways, berming, gabion, or drystack appearing walls should be used to avoid the use of long, uninterrupted masonry sound walls.

- When used, front yard fencing may consist of fencing or walls with a maximum height of four (4) feet. Materials shall be limited to stone, masonry, or finished wood product and should be used in combination with a hedge or shrub from the approved plant palette. On corner lots, front yard fencing shall be continuous along the front and side property line along a street.
- Privacy fences that occur along lot lines or between structures should not be visible from major public streets or public use areas.
- Solid fences or walls used for privacy or security may be used in either side or rear yard conditions. Fencing shall be limited to six (6) feet in height and, in areas facing a public street or alley, must incorporate a change in articulation for the top 12-18 inches of the fence.

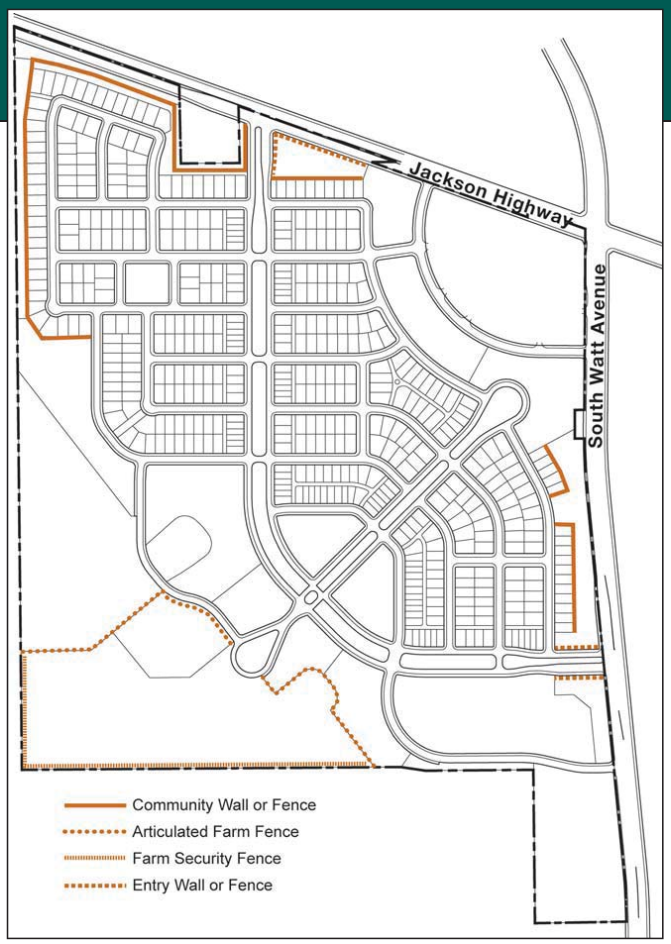


Figure 4-9: Fencing and Walls within Plan Area

- Design of private fences shall be compatible with the building architecture and should be consistent within each residential neighborhood or development phase. Fences or walls shall be of durable construction and shall present a "finished" appearance from adjacent properties.
- For corner lots, side yard fencing along street frontages shall be located a minimum of five feet (5') from the sidewalk. In instances where a privacy fence ties into front yard fencing, a transition fence with a maximum average height of 54 inches shall be used. **Figure 4-10** provides an example of a transition fence.

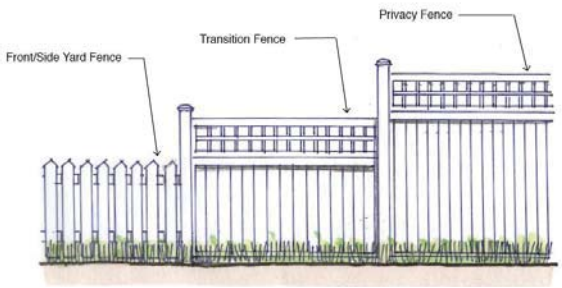
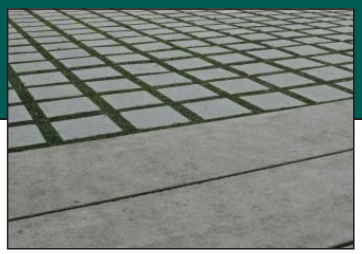


Figure 4-10: Example Transition Fence

- Fences or walls connecting two separate units, and visible from the public streets, should be of the same material and color and be compatible with the building architecture.
- To reduce their visual prominence, walls and fences should be used in combination with tree, vine, shrub, and hedge planting.
- View fences are intended to allow views of open space from private lots while providing security. View fences may consist of wood or steel posts with wood pickets, wire mesh, or decorative wrought iron and shall not exceed six (6) feet in height. View fences are required where residential uses abut open space areas and slopes when they are not adjacent to arterial roads such as Jackson Highway or South Watt Avenue.
- Chain link fencing is prohibited on residential properties but may be used to provide security of large public, recreation facilities, or agriculture properties. All chain link fencing shall be green or black, vinyl-clad fencing, or equivalent, with posts to match.
- Where appropriate, fencing along the perimeter of the Urban Farm shall consist of post and pole or post and rail type fencing.



4.8 PAVING AND HARDSCAPE

Paving surfaces and hardscape design should complement the design scheme of pedestrian-oriented spaces. The use of color, texture, and material add to the visual interest of pedestrian spaces, particularly in public gathering areas such as plazas and promenades and along commercial walkways. Visual appeal should be balanced with functionality and incorporate materials that provide for on-site stormwater retention and/or contribute to groundwater recharge.

Paving and Hardscape Guidelines:

- Paving surfaces on residential lots should be limited to the driveway, walkways, and patios. Alternative paving treatments and materials are encouraged such as concrete unit pavers, brick, flagstone, decomposed granite, or exposed aggregate.
- Paving suitable for residential uses that can be used to increase permeability includes: concrete-paving strips used alternately with turf or groundcovers (for driveways), pervious concrete pavers, and stone or brick paving on an aggregate base.
- Paved surfaces in commercial and mixed use areas should incorporate pervious paving treatments in plazas, parking lots, and pedestrian walkway areas.
- Pervious paving treatments must conform to ADA accessibility requirements.
- Incorporate recycled and waste products into the construction process where conventional concrete paving is used. This conserves resources and minimizes energy waste. Recycled concrete can be used as aggregate, and fly ash can be added to concrete mixes.

- In general, configure pavers in a herringbone or other pattern perpendicular to the direction of travel.
- The use of pavers, colored and stamped concrete or asphalt, or other materials is encouraged to delineate parking areas along roadways.

4.9 LIGHTING

Lighting throughout the Plan Area is an integral part of the overall community image. In addition to ensuring the safety of residents and users, lighting shall serve to highlight important community elements including Rock Creek Parkway, Aspen Promenade, neighborhood and community parks, pedestrian paths, and off-street trails. Landscape lighting shall be limited to important landscape areas, entry and sign features, or pedestrian use areas. Efficient lighting design can improve nighttime visibility by avoiding glare, minimize building and site light trespass onto neighboring property, and reduce sky glow, in order to increase visibility of the night sky.

Lighting Guidelines:

- Typical streetlights throughout the Plan Area shall utilize ornamental pedestrian-scale fixtures. Fixture styles and colors shall be compatible with architectural elements of the community, and the color of light poles and fixtures shall be consistent throughout the Plan Area.
- Off-street trail systems and pedestrian shortcuts shall utilize low level lighting sources such as lighted bollards or other comparable solutions.
- Lighting shall be designed and located to minimize ambient light levels throughout the community while maintaining consistency with public safety standards.
- Lighting shall be designed to minimize glare and the direct view of light sources. No lighting shall blink, flash, or be of unusually high intensity or brightness.
- Light should be generated by efficient light sources to save energy and minimize operating costs.
- Athletic field and court lighting shall be planned to minimize illumination of neighboring uses.

4.10 SITE FURNITURE

Site furniture, water features, and public art add a level of detail and design that enlivens public spaces and provides opportunities for people to gather and interact. Correctly placed and well-designed site amenities enhance the usability and appearance of community spaces including parks, trails, transit stops, streets, plazas, courtyards, and building entries. Seating, tables, bollards, bicycle racks, trash receptacles, flagpoles, lighting standards, and tree grates should be considered as part of the initial site design. Site furniture should be compatible in size, design, and color with the surrounding architecture and landscape design but not dominate the landscape.

Site Furniture Guidelines:

- Slight variety in product types within the same family of styles is encouraged to maintain continuity in design but avoid an overly commercial feel. Urban areas should be more modern whereas furniture in natural areas can incorporate wood.
- Furnishings should be designed and selected for safety, ease of maintenance, and replacement.
- A variety of seating types should be provided for different public spaces, including café seating, benches, seat walls, and movable seating.
- Seating should be coordinated with shade trees and/or structures.
- Water features are encouraged as a visual and acoustic element.
- Public art should be incorporated into project site design in a variety of ways such as murals, street furniture, play equipment, signage and sculpture.

4.11 PARKING LOT LANDSCAPING

Landscaping is incorporated into the design of parking lots to soften paved areas, reduce heat during the summer months, and provide shade and wayfinding. Landscaping, low screen walls, landscaped berms, and other design elements should be used to screen parking areas from streets. Landscape helps filter pollutants from the air, reduces the visual impact of large expanses of parking areas, and reduces heat gain.

Parking Lot Landscape Guidelines:

- Parking lots should be planted with trees to provide a minimum of 50% shading after 15 years in conformance with all applicable City of Sacramento codes.
- Pedestrian routes through parking lots should be clearly designated with paving and landscaping. Entryways to major building entries should also be clearly visible.
- Sight distance requirements should be maintained at parking lot entries.
- Pervious pavements and surfaces shall be utilized in conjunction with agricultural planting palettes to the extent possible for parking lot design.
- Various techniques such as berming, hedges, and the use of recessed parking areas is encouraged to reduce the visual impact of parking areas.
- The use of all weather surfaces such as decomposed granite or compacted aggregate base is encouraged in parking areas within the Urban Farm subject to final approval by the City of Sacramento.
- Electric car charging facilities should be included in all commercial and multi-family parking lots. When possible, the use of solar charged electric vehicle chargers shall be utilized.

Chapter 5: Circulation

5.1 CIRCULATION MASTER PLAN

The circulation network provides a hierarchy of streets and travel ways designed to support the wide range of uses and activities within the Plan Area as depicted on **Figure 5-1**. The network of streets, bikeways, trails, transit, and pedestrian walks was developed to foster easy connectivity for residents and visitors traveling between neighborhoods and to reduce the need for automotive travel within the Plan Area and the larger community.

The modified grid system of streets allows for the efficient dispersal of vehicular traffic; however, median breaks and stop controls are strategically placed to discourage speeding and cut-through traffic and to encourage longer distance automobile travel to gravitate toward Rock Creek Parkway, which is the main collector street.

In order to facilitate pedestrian walkability, block lengths typically average 500 feet, which results in a pedestrian-scaled street pattern designed to encourage walking and increase the opportunity for interaction between neighbors. In addition, pedestrian and bicyclist use is facilitated by an interconnected network of on-street and off-street trails, street crossings, and shortcuts to simplify alternative modes of travel within the Plan Area.

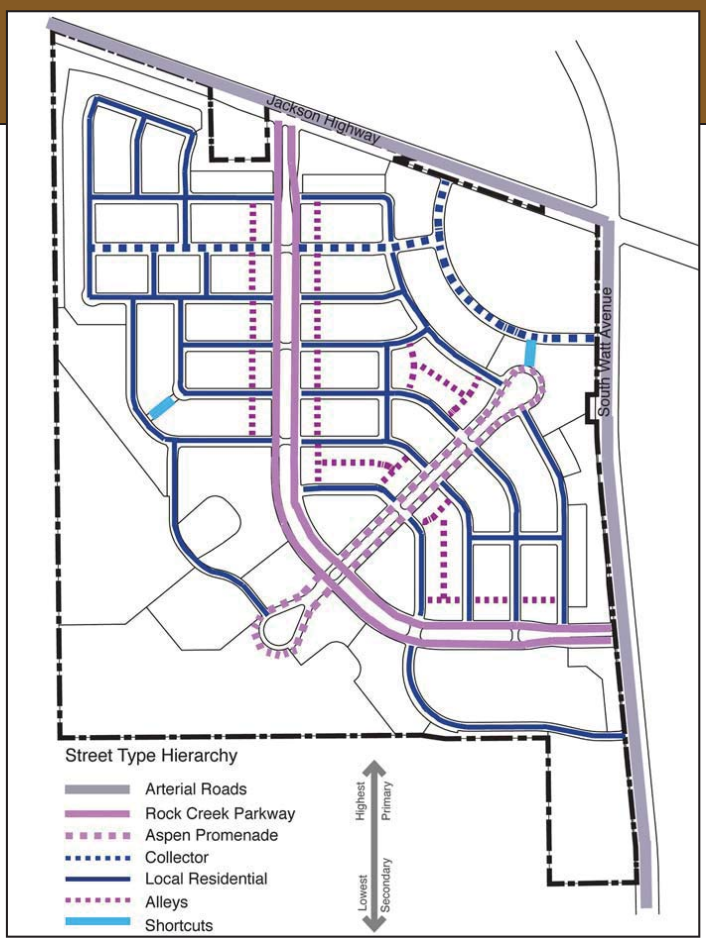


Figure 5-1: Conceptual Circulation Network

All roadways will be built with separated sidewalks; and, in an effort to accommodate larger tree species and reduce future maintenance conflicts, planter strips have been widened from the City standard. Shaded pedestrian walks, streets, and front yard areas will provide a comfortable, human-scale environment and will promote the Park Neighborhood feel intended for the Plan Area. As described in the preceding Chapter 4, the aesthetically pleasing tree-lined streets and boulevards will have the added benefit of providing an Urban Forest, which reduces energy usage and improves air quality through a carefully selected plant palette.

5.2 DESIGN PRINCIPLES

The framework for the circulation system set forth in this Chapter is based upon the following design principles:

1. Include a mix of land uses to capture/internalize trips on-site, reduce Vehicle Miles Traveled (VMT) and associated Greenhouse Gas (GHG) emissions.
2. Provide abundant opportunities for walking and bicycling through the provision of short block lengths, sidewalks, bike lanes, off-street trails, and nonvehicular shortcuts to shorten travel distances.
3. Coordinate with Regional Transit (RT) and other transit providers to tie higher density land uses and commercial/employment services into planned transit routes along South Watt Avenue and area roadways.
4. Design Rock Creek Parkway as a multi-modal collector street which facilitates vehicles, bicyclists, pedestrians, and future transit opportunities within the street section.

5. Reinforce the pedestrian-friendly nature of roadways and trail systems with tree canopied walkways combined with inviting architecture and lighting palettes.

6. Establish simple lines of travel and strong visual connections between the Urban Farm and higher density residential and commercial portions of the Plan Area through Aspen Promenade.

7. Provide continuous extensions of the park experience throughout the Plan Area by incorporating wide park-like medians along Rock Creek Parkway and Aspen Promenade.

8. Adopt street design standards which create an interconnected system of medians, planter strips, and modified roadway design standards such as cross gutters, road crowning, and curb cuts to facilitate LID and stormwater reduction and conveyance. Final street standards are subject to final approval of Tentative Maps.

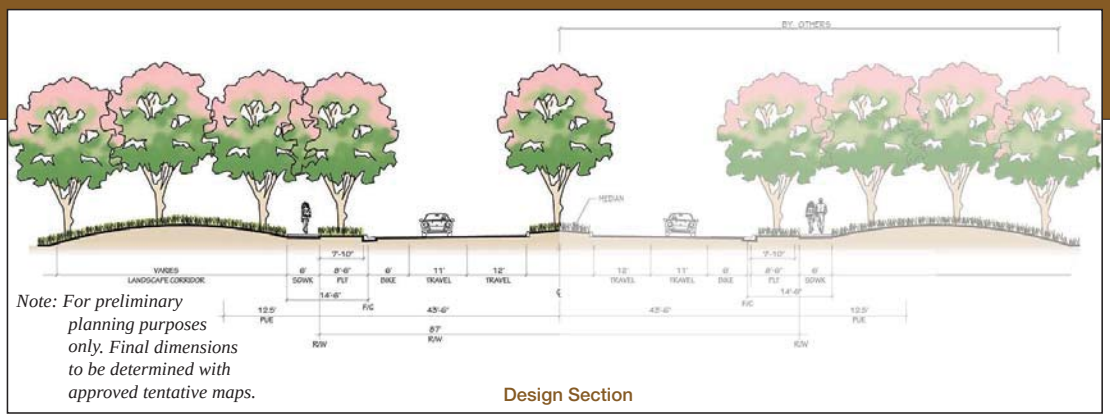
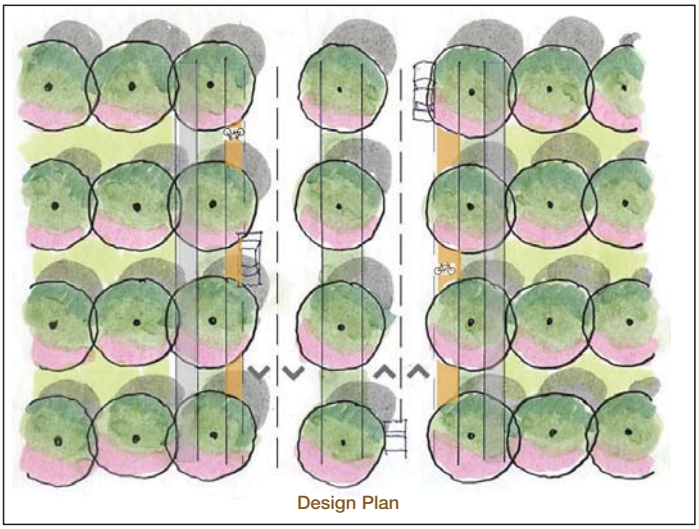


Figure 5-2: Jackson Highway and 14th Avenue Extension Road Network

5.3 ROAD NETWORK

5.3.1 JACKSON HIGHWAY AND 14TH AVENUE EXTENSION

Jackson Highway abuts the northern edge of the Plan Area and is designated as a 4-lane divided arterial. The City of Sacramento General Plan proposes to realign Jackson Highway to the west in order to connect to the extension of 14th Avenue, providing an alternate east-west route to relieve congestion on Folsom Boulevard. Right-of-way for this realignment will be reserved at the northwest corner of the Plan Area as part of an Irrevocable Offer of Dedication (IOD) on the Tentative Maps. While Jackson Highway was considered a State Highway during the preparation of these PUD Guidelines, it has been designed as an urban corridor to facilitate automotive, transit, bicycle, and pedestrian traffic adjacent to the Plan Area.



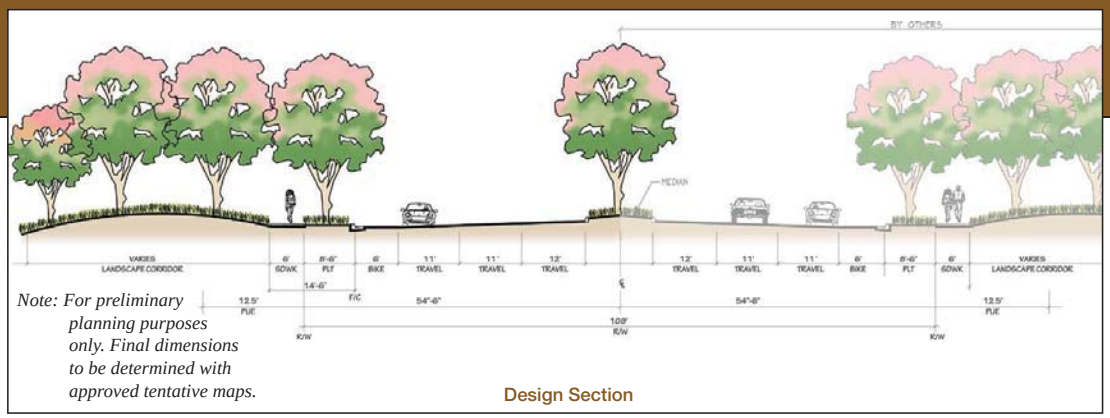
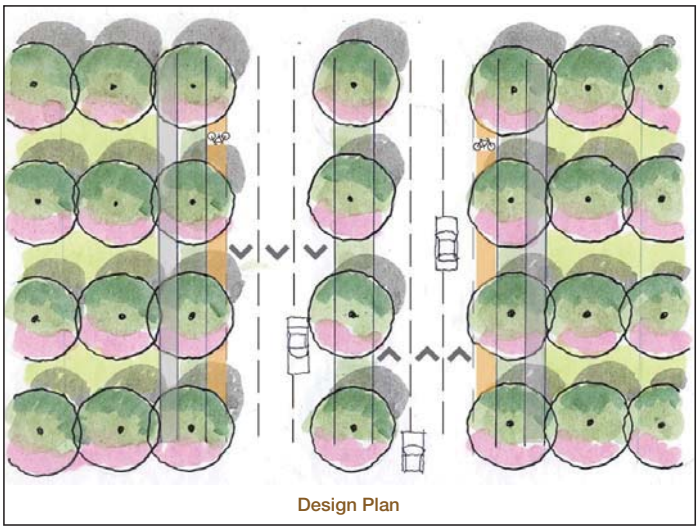
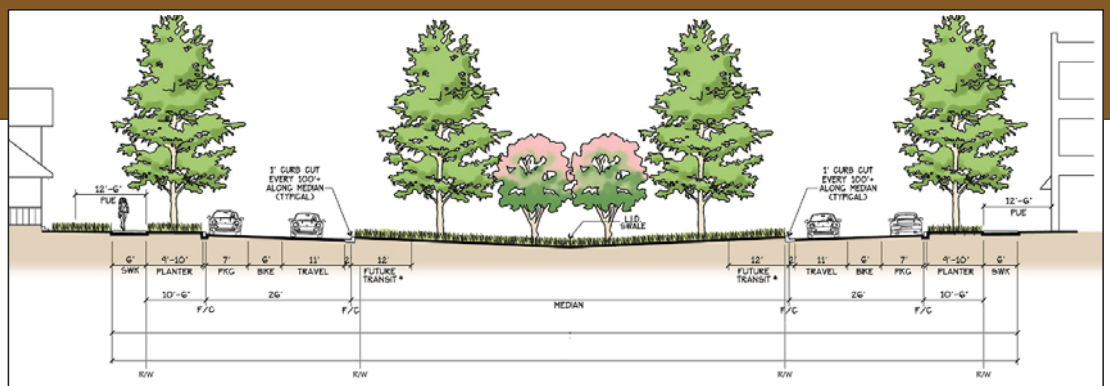


Figure 5-3: South Watt Avenue Road Network

5.3.2 SOUTH WATT AVENUE

South Watt Avenue is a primary 6-lane north-south arterial designed to convey cross-town traffic at moderate speeds. Located along the eastern edge of the Plan Area, it is designed to serve Bus Rapid Transit (BRT) and facilitate access to and from the Watt Avenue light rail station and Highway 50 which is approximately 1½ miles to the north. Access to and from the Plan Area to South Watt Avenue is designed to occur at the signalized intersection of Rock Creek Parkway and South Watt Avenue, as well as two right-in, right-out intersections.

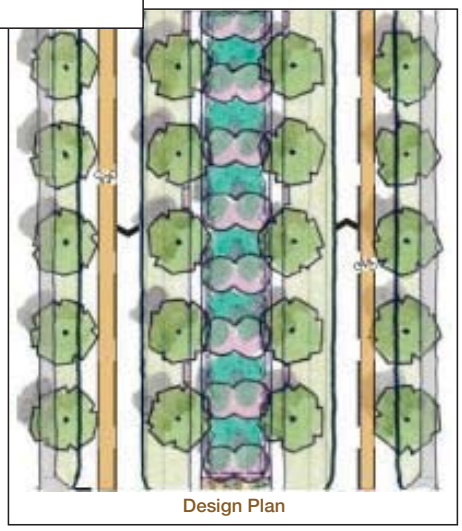




Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.

Design Section

Location Map

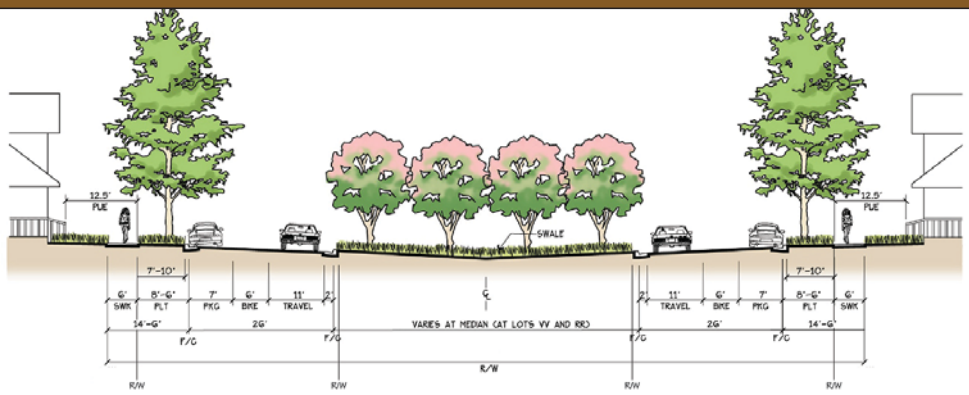


Design Plan

Figure 5-4: Rock Creek Parkway Road Network

5.3.3 ROCK CREEK PARKWAY

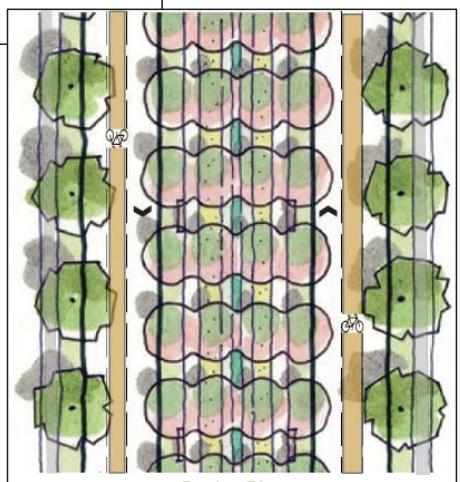
Rock Creek Parkway has been designed as the signature street within the Plan Area, with a formal parkway design consisting of a wide median, stately trees which connect neighborhoods to community open space and activity areas, and a transit-ready street system. Rock Creek Parkway will provide one lane of vehicular travel in each direction, on-street parking, a Class II bicycle lane, sidewalk and planter, and a 12-foot transit corridor on either side of the wide median. Although the precise type and location of future transit use is unknown at this time, it is anticipated that future transit design shall be coordinated with the City of Sacramento and Sacramento Regional Transit (RT) and may consist of bus or shuttle service, Bus Rapid Transit (BRT), rubber tired or electric streetcar, electric vehicle, or similar type use. In order to ensure future transit capability, the 12-foot transit area shown on the approved street section shall be set aside as a reservation for transit on the final recorded maps for the project. Planting within the reservation area shall be limited to shrubs and grasses in order to eliminate the need for future tree removal.



Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.

Design Section

Location Map

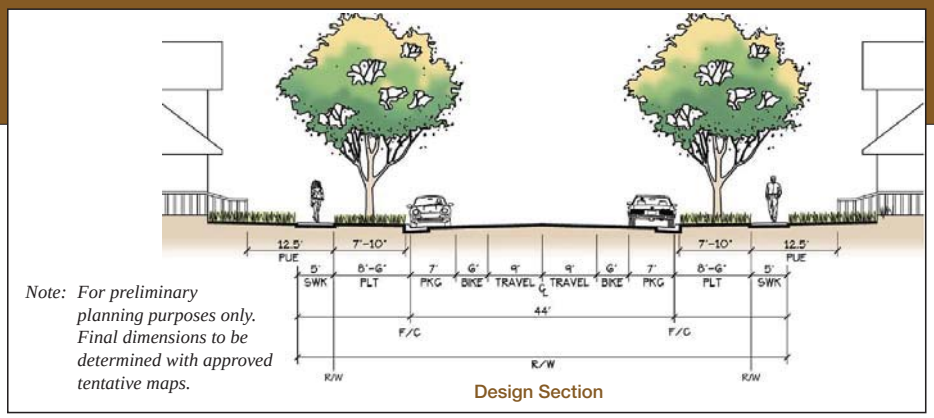


Design Plan

Figure 5-5: Aspen Promenade Road Network

5.3.4 ASPEN PROMENADE

Aspen Promenade serves as the second prominent parkway within the project, and has been designed to intersect Rock Creek Parkway at the heart of the community. Designed with one lane of travel in each direction and on-street bike lanes, and supplanted by a generously landscaped median, Aspen Promenade provides a physical and visual connection between higher density residential and community commercial land uses at the northeastern corner of the project site and the Four Corners Community Center District. A teardrop shaped mini-park marks the terminus of this street connection from which a shortcut will extend up to the multi-family and community commercial area. The roadway will be built for slower travel speeds and to foster easy pedestrian connectivity and use of portions of the median area.

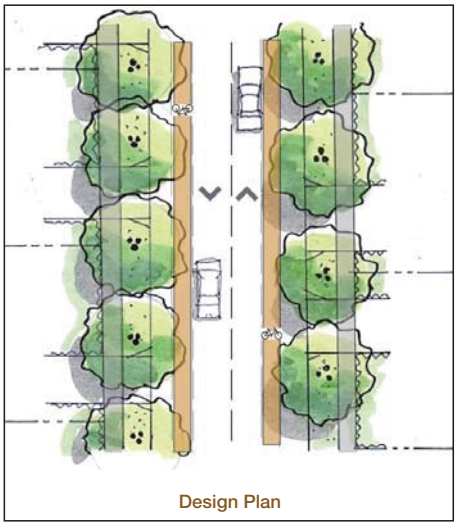


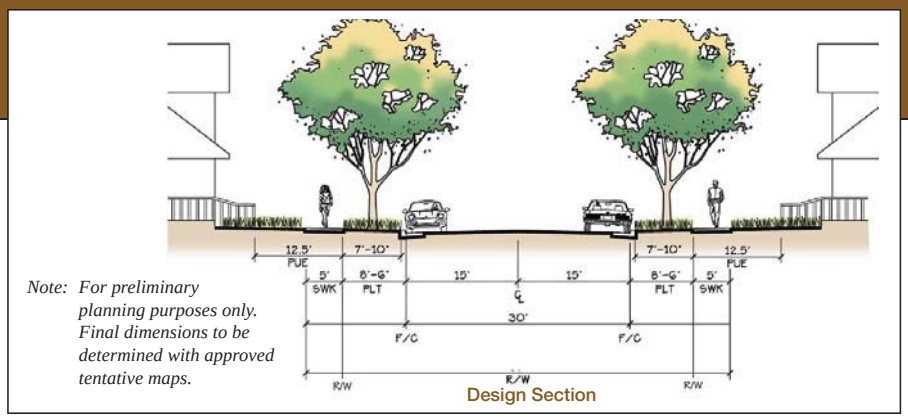
Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.

Figure 5-6: Residential Collector Roadways

5.3.5 RESIDENTIAL COLLECTOR

All residential roadways within the Plan Area have been designed to reinforce the pedestrian friendly nature of the community and to facilitate alternative modes of travel. Residential roadways incorporate detached sidewalks, enlarged planter areas with large canopy trees, and a narrow roadway section to slow traffic and facilitate pedestrian use. The residential collector is designed as a two-way roadway which provides for on-street parallel parking, similar to local roadway sections, but designed to support higher traffic volumes and a Class II bike lane. Due to short block lengths and the modified grid pattern of the project, vehicular traffic volumes on residential roadways will be low, resulting in a limited need for this street section. It is anticipated that this street section will be primarily used to connect Rock Creek Parkway and the Traditional Neighborhoods District to the Community Commercial District at the northeast corner of the Plan Area.



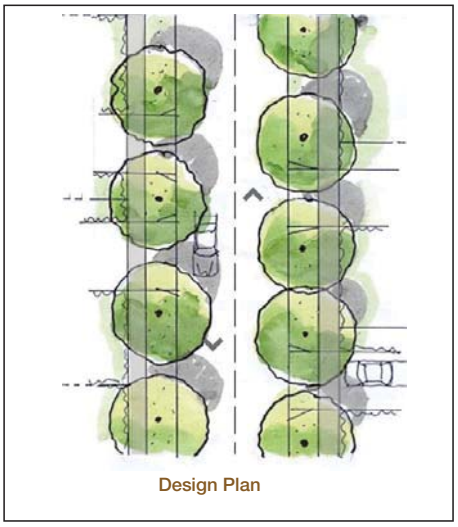


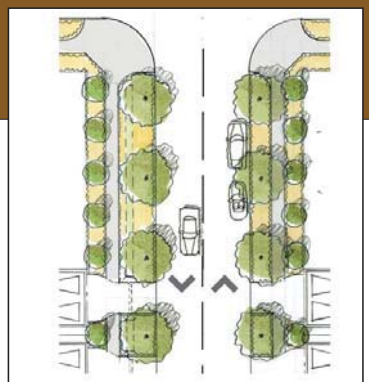
Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.

Figure 5-7: Local Residential Roadways

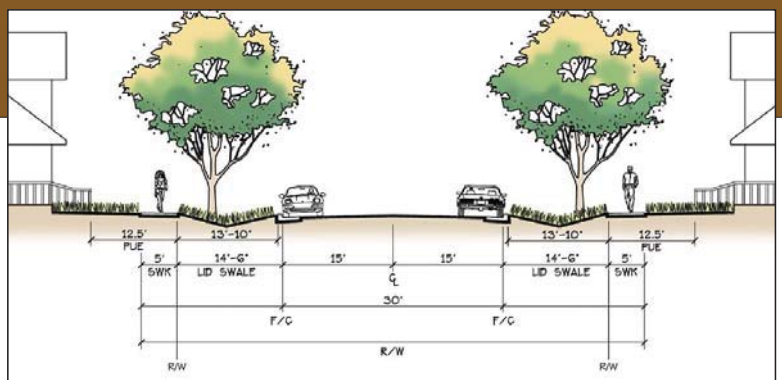
5.3.6 LOCAL RESIDENTIAL

In order to implement many of the guiding principles contained within these PUD Guidelines, including wellness, promoting sustainable practices, and facilitating alternative modes of travel, the Land Use Plan is based upon a modified grid concept which disperses vehicular traffic and facilitates the use of smaller local roadways. Local residential streets within the Plan Area are designed with separated sidewalks and large planters which exceed City of Sacramento design standards in order to provide areas for large canopy trees and to minimize future maintenance issues associated with mature tree growth. While the primary roadway section among local residential streets remains constant throughout the Plan Area, variations in planter size, on-street parking, sidewalks, and the use of Class I trails occur to accommodate the use of LID principles and to simplify pedestrian and bicyclist connections to land uses such as schools, parks, and the urban farm.

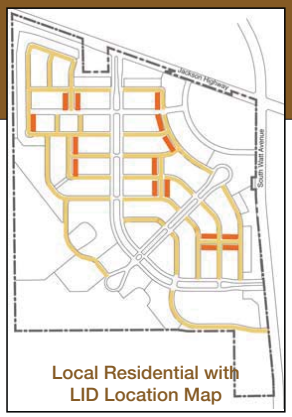




Local Residential with LID Design Plan



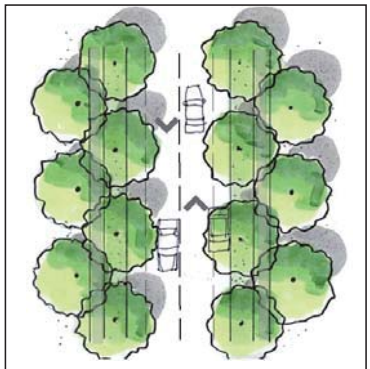
Local Residential with LID Design Section



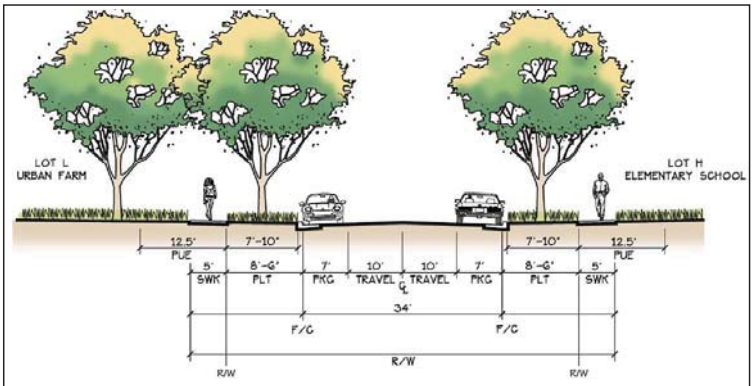
Local Residential with LID Location Map

Figure 5-8: Local Residential Roadways with LID Design

Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.



Local Residential Adjacent to Urban Farm Design Plan

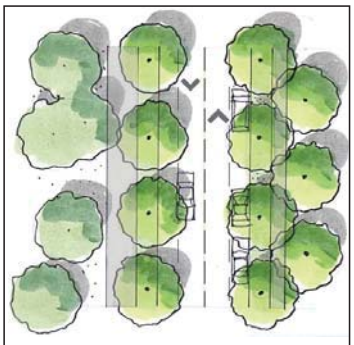


Local Residential Adjacent to Urban Farm Design Section

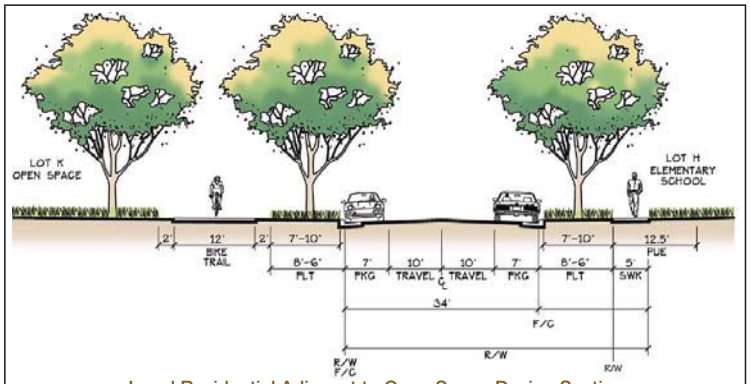
Local Residential Adjacent to Urban Farm Location Map

Figure 5-9: Local Residential Roadways Adjacent to Urban Farm Design

Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.



Local Residential Adjacent to Open Space Design Plan



Local Residential Adjacent to Open Space Design Section

Local Residential Adjacent to Open Space Location Map

Figure 5-10: Local Residential Roadways Adjacent to Open Space Design

Note: For preliminary planning purposes only. Final dimensions to be determined with approved tentative maps.

5.3.7 ALLEYS

Alleys and alley-loaded housing product are an important component of the land use plan. Alleys have been strategically located adjacent to Rock Creek Parkway and Aspen Promenade in order to allow prominent front entries along major parkways and to minimize the appearance of garage doors and avoid driveway conflicts.

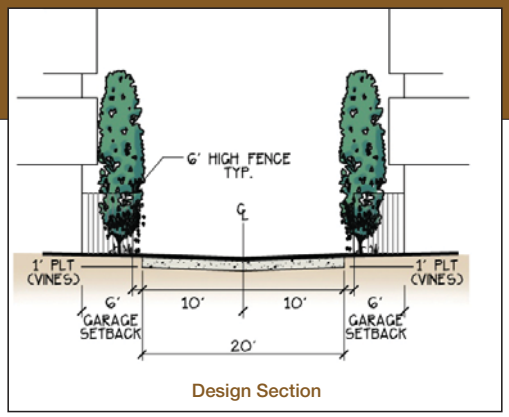


Figure 5-11: Alleys

5.3.8 ALTERNATIVE STREET STANDARDS

New Brighton will utilize modified street standards to facilitate incorporation of LID/H-M facilities. The modifications are required to keep the stormwater flow at the street level and direct the stormwater to the LID/H-M facilities which are landscape planters and medians rather than allowing the stormwater to enter drainage inlets and pipe systems. These facilities within the Plan Area may include the following items, most of which facilitate disconnecting the impervious cover from directly draining into the storm drain system. These facilities initially direct flow onto or through vegetated features and LID facilities before entering the storm drain system.

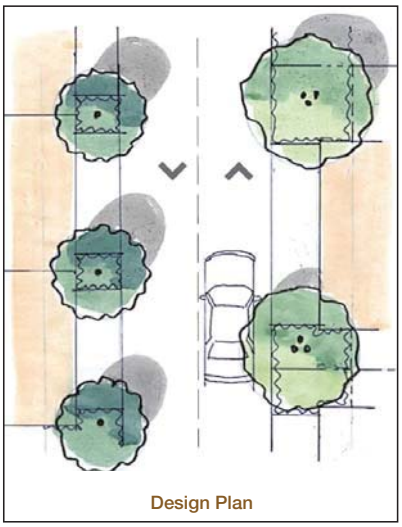
A. **Median Gutter Drain:** Curb cut to allow a drainage flow into the planters/median swales.

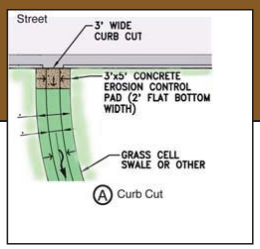
B. **Street cross slope to center or one side of street:** To allow drainage to flow to median or planter.

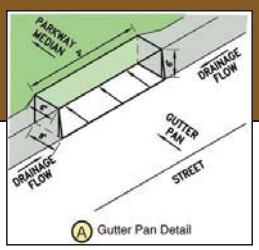
C. **Larger front yard and side yard planters:** Increase from approximately 6 feet to 8 feet or 14 feet.

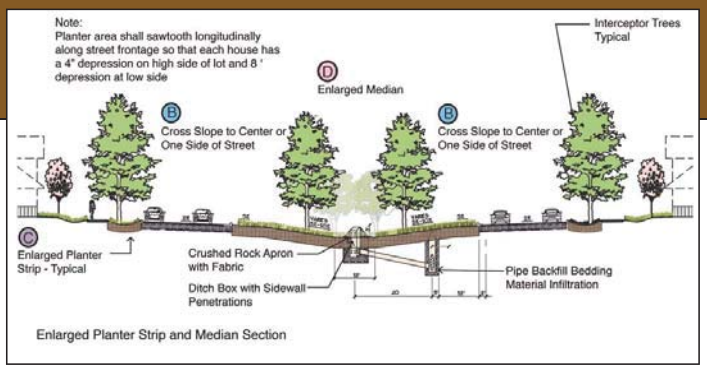
D. **Larger medians:** To increase bio-retention, infiltration, evapo-transpiration and provide detention storage.

E. **Cross Gutters:** To keep drainage at street level to allow drainage to planter or median.

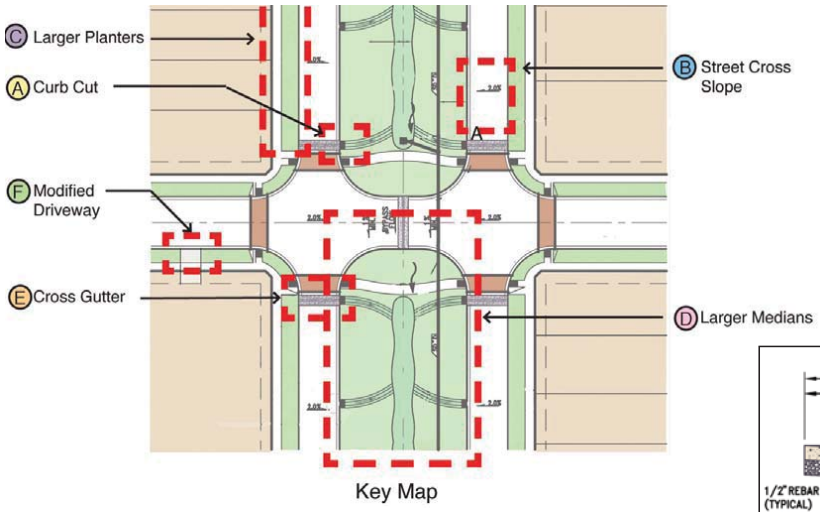


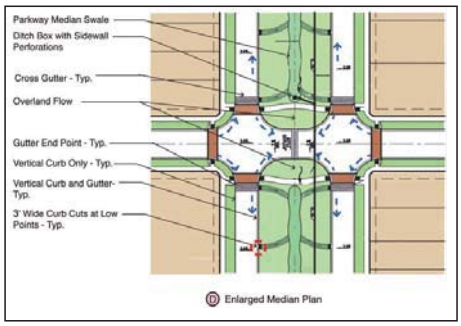


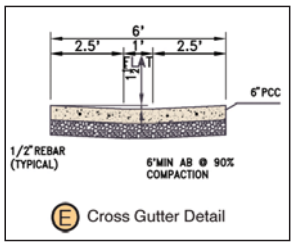




F. **Modify driveway discharge to sidewalk planter:** Allows lot driveway drainage to enter sidewalk planter versus running directly to curb and gutter.







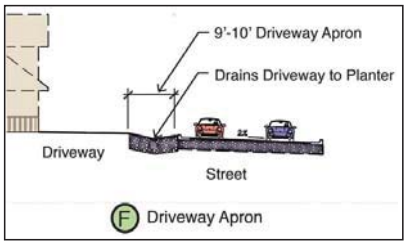


Figure 5-12: Conceptual Alternative Street Standards. Subject to final review and approval by the City of Sacramento.

5.4 TRAIL NETWORK

The provision of a comprehensive trail and bikeway network within the Plan Area is a critical element in promoting the guiding principles of the PUD set forth in Chapter 2. The proposed trail network within the Plan Area is comprised of an interconnected system of on-street sidewalks, Class II and III bicycle lanes, Class I trails, and shortcuts. This comprehensive system promotes alternative modes of travel and facilitates easy access between residential, commercial, educational, and recreational opportunities within the Plan Area and greater community without the use of automobiles.

Trails provide an easily accessible outdoor resource for many forms of recreation, most notably bicycling and walking. Trails greatly increase community access to physical activity and fitness opportunities. A well defined trail system not only increases mobility but can effect the quality of community life. Trails can express community character and pride, aesthetics of the local environment, access to the outdoors, opportunities for socialization, and increased mobility.

The general framework for perimeter connections to the Plan Area trail network is contained within the City of Sacramento Pedestrian Master Plan shown in Figure 5-13 and the City of Sacramento Bikeways Map shown on Figure 5-14. As shown, Jackson Highway and South Watt Avenue are planned as pedestrian street corridors, while a future trail is conceptually planned along the powerline easement which passes through the Four

Figure 5-13: City of Sacramento Pedestrian Master Plan

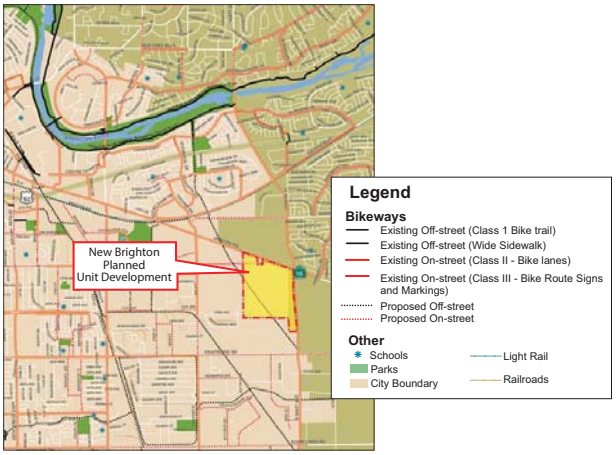


Figure 5-14: City of Sacramento County Bikeways Map

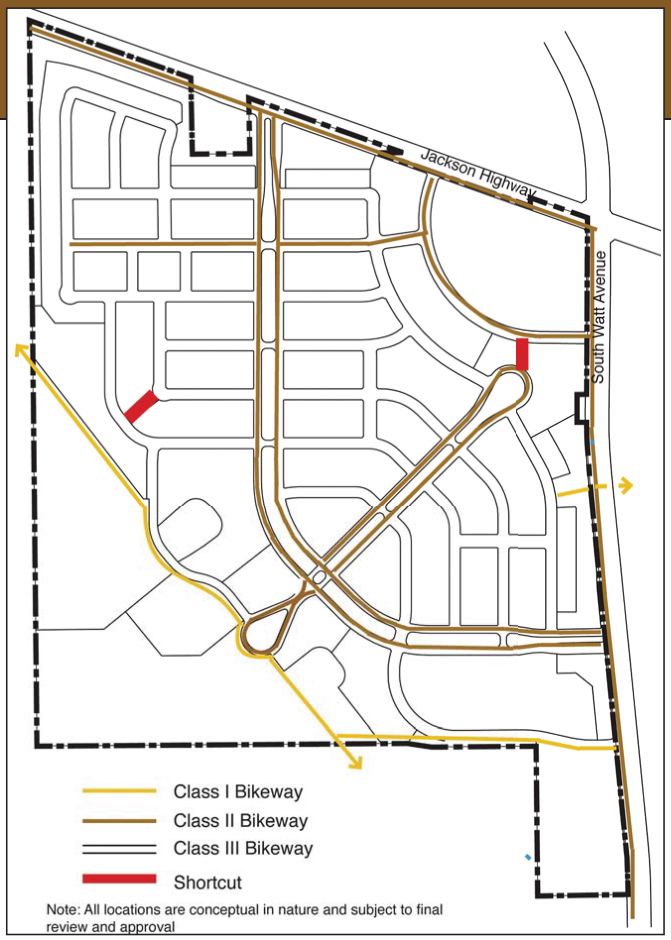


Figure 5-15: New Brighton Trails Plan

Corners Community Center District. In addition to these off-site systems, South Watt Avenue and Jackson Highway are designated to include Class II bicycle lanes.

The trail network within the Plan Area has been designed to connect to the planned off-site trail network and will be developed as shown by Figure 5-15. The trail network shown on Figure 5-15 will utilize a variety of bikeways and trails which are classified in Table 5-1.

Table 5-1: New Brighton Trail Classifications

CLASS	SURFACE	DESCRIPTION
I	Paved	Off-street multi-use bicycle and pedestrian path. Class I trails are used in the Plan Area to faciliate access between the elementary school, urban farm, and powerline corridor trail system.
II	Paved	Signed on-street bicycle routes with a striped lane. Class II bicycle routes within the Plan Area include Jackson Highway, South Watt Avenue, Rock Creek Parkway, Aspen Promenade, and Collector Streets.
III	Paved	Signed on-street bicycle routes without a striped lane. Class III bicycle routes comprise all roadways within the Plan Area which do not have a separate striped lane.
N/A	Varies	Shortcuts vary in size and surface but are intended to provide an all-weather surface to facilitate pedestrian movement between uses and shorten travel distance.

5.5 PUBLIC TRANSIT

Planning for public transit is a key component in the design of any community to allow mobility for those that do not have access to vehicles and to encourage those with vehicles to utilize alternative modes of travel. This project has been designed to support transit use through the following design features:

- **Transit Friendly Roadway Design.** As outlined throughout the PUD Guidelines and specified in this Chapter, Rock Creek Parkway has been designed as a "transit ready" roadway section with the ability to accommodate two 12-foot exclusive travel lanes. These exclusive travel lanes are intended to support any combination of future transit including but not limited to shuttle, bus, BRT, rubber tire or electric streetcar, electric vehicle, or similiar type use.
- **The Four Corners Node of Density.** Based upon early involvement and coordination with RT, a mixture of higher density residential, commercial, and community uses have been centered within the Four Corners Community Center District within the heart of the Plan Area. Land uses have been designed to create a destination that will support transit stops at this location at the intersection of Rock Creek Parkway and Aspen Promenade.
- **Concentration of Activities.** South Watt Avenue is designated to provide future Bus and Bus Rapid Transit/High Bus service as indicated by the RT Transit Master Plan and SACOG Metropolitan Transportation Plan (MTP). In support of those uses, two nodes of development have been located along South Watt Avenue. The first node of development is comprised of the Community Commercial District, which includes commercial and high density residential at the intersection of South Watt Avenue and Jackson Highway. This location can provide a transit stop along its eastern edge for southbound transit service. The second node of development along South Watt Avenue occurs at the southwest corner of Rock Creek Parkway and South Watt Avenue. The proposed elementary school site and multi-family parcel are strategically sited at this location to provide easy access to the planned transit systems along South Watt Avenue and Rock Creek Parkway.

Future transit stops at these locations shall be coordinated with the City of Sacramento and RT and, at a minimum, should adhere to the following guidelines:

- The design of transit stops, lighting, trash bin containers, and other street furniture shall be consistent with the landscape and street furniture guidelines contained within Chapter 4 of these guidelines.
- Street trees, landscaping, benches, and lighting should be designed to provide a pleasant, shaded, and safe environment for waiting riders.
- Adjacent buildings should be located close to sidewalks so that there are "eyes-on-the-street" to improve the sense of security. Retail commercial uses are encouraged to incorporate outdoor seating and/or plazas in their landscape design.
- Transit stops provide an opportunity to make a unifying architectural statement and can provide a good location for a community information board or kiosk. Creation of public gathering spaces or activity nodes near transit stops is encouraged.

Chapter 6: Residential Neighborhoods

6.1 INTRODUCTION

Residential neighborhoods within the Plan Area are comprised of a variety of single-family detached, attached, affordable, and multi-family housing types interconnected and tied together by a comprehensive system of tree-lined walkable streets, neighborhood- and community-serving commercial, open space, recreational opportunities, and community spaces. By employing a design palette of authentic architectural styles and creative site planning techniques, residential neighborhoods within the Plan Area will embody a strong architectural identity reminiscent of Sacramento's Park Neighborhoods.

Chapter 6 has been organized to begin with community-wide single-family design principles, which apply to all single-family development within the Plan Area. These design principles set forth basic standards and guidelines that pertain to all single-family development, regardless of architectural style or location.

Subsequent to the single-family design principles, development standards and defining characteristics for each of the single-family lot types within the Plan Area are described. Development standards including lot characteristics, setbacks, garage type and orientation, and building massing are addressed in this section. Annotated illustrations accompany many of these standards to graphically illustrate development standards and simplify interpretation.

Community-wide multi-family residential development standards are also addressed in this chapter and are set forth in a similar manner to the single-family section. They begin with multi-family design principles and are accompanied by development standards unique to the multi-family residential sites within the Plan Area. Chapter 6 concludes with a detailed architectural guidelines section, which identifies the architectural styles and details appropriate for New Brighton.

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2 COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2.1 DIVERSITY OF STREETSCAPE

An eclectic and diverse streetscape is a defining characteristic of great park neighborhoods. Simple and elegant planning and design elements can change the essence of a community while maintaining an overall unified theme. The intent of this section is to articulate the standards and unique defining elements by which the residential neighborhoods of New Brighton shall be built.

A. Master Home Plan Requirements

To achieve variation in residential neighborhoods, a minimum number of master home plans (master home plans are defined as unique floor plans with a distinct footprint with regard to placement and relationship of garage, front door, and building massing) and associated elevations shall be provided in each sub-neighborhood. (A sub-neighborhood is defined as the portion of the overall New Brighton neighborhood, to be built upon by one specific builder.)

Number of Lots	Floor Plans (Min.)	Architectural Styles (Min.)	Color Schemes per Style (Min.)
Less than 50	Four (4)	3	3
50-100	Five (5)	3	3
100-150	Six (6)	4	3
Greater than 150	Seven (7)	4	3

A maximum of one secondary architectural style is permitted in any sub-neighborhood; the remaining elevations must all represent primary architectural styles. (See Section 6.6 for information on primary and secondary architectural styles.)

B. Massing and Roof Form

Proportion and placement of architectural forms and elements must be appropriately and authentically applied in a manner consistent with the historical architectural style being represented. Roof articulation in the form of proper roof pitches and forms also plays a significant role in the authenticity and diversity of the streetscape and creates an aesthetically pleasing “roof bounce” or skyline effect.

- Massing must be appropriate and authentic to the architectural style (e.g., The Prairie style has a very horizontal character and it would be inappropriate to have dominant vertical massing).
- One out of every three homes should have a significantly different roof form than its neighbors (e.g., forward-facing gable versus side-facing gable).
- Front porches, when appropriate to the building style as defined in Section 6.6, must have a minimum depth of six (6) feet.

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

C. Single-Family Attached

Single-family attached product types provide an opportunity to create a defined edge along the primary spine road of Rock Creek Parkway. Row homes can be used to create an eclectic urban edge, while manor homes can depict the sense of large historic estates. Bungalow courts, which are allowed throughout the Plan Area, add interest to the streetscape and a unique living environment.

ROW HOMES	
Row homes provide a unique opportunity for a very traditional architectural statement, and there are certain defining elements that the row homes must exhibit. When designing row homes, which are typically narrow in nature, the quantity, scale, and placement must be judicious to not overwhelm the scale of the building.	• While row home units will be attached, each unit should have its own identity within the building. To accomplish this, facades should break at property lines to allow for change of material, color, and, in some cases, architectural style.
	• Front doors must be visible from the street.
	• Walk-up design is encouraged, with the door raised a half-story from the street to create a traditional brownstone effect with a welcoming stoop.
	• To avoid dominant unbroken planes, row homes should provide vertical articulation at the front elevation.
	• Varied setbacks for different components of the home, such as garages, second floors, balconies, etc., are encouraged.
	• Massing of forms should be established using the fundamental characteristics of the selected architectural style.

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

MANOR HOMES

Manor homes are single-family attached town homes designed with the appearance of one large estate home. The massing, form, and scale of the architectural elements utilized in designing manor homes must be consistent with the concept that the building is one statement as a whole, rather than a series of individual expressions.

- Massing of forms should be established using the fundamental characteristics of the selected architectural style.
- Manor homes must be designed with one architectural style over the entire building to give the appearance of one large home, rather than a series of individual residences.
- Detailing should be applied such that repetition is based on style, rather than on individual residential units. (E.g., if bay windows are a style-appropriate building element, the bay windows should be used authentically to complement the entire building expression, rather than repeated over the entire facade in a repetitive manner.)

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

BUNGALOW COURTS

Bungalow courts can create an opportunity for a node of small cottages interspersed between traditional single-family homes, as seen in the Park Neighborhoods of Sacramento.

- Bungalow courts are created through the joining of several single-family detached lots arranged around a single common green space.
- Homes within bungalow courts should primarily be single story.
- Garages may either be accessed by alleys running perpendicular to the street or be detached and grouped, accessed by a secondary street or alley.

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

D. Staggered Setbacks

A variety of front yard setbacks animates and articulates the streetscape and reduces the canyon effect and monotony that can be apparent with identical setbacks.

- One out of every three contiguous homes should have a two-foot (2') minimum offset from its neighbors.
- Additional and more frequent setback staggering is encouraged.

E. Repetition

Avoiding repetition of identical floor plans or architectural styles is important to create a sense of permanence and the effect of a community that has been built over time.

- The same floor plan with the same architectural style should be no less than five (5) lots away in any direction (on the same side of the street as well as the opposite side of the street).
- Not more than two two-story homes can be adjacent to each other on lots 40' wide and greater.

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2.2 FOUR-SIDED ARCHITECTURE

The continuation of style-specific architectural elements from the front facade around to the side and rear elevations creates an authentic architectural statement. As defined in the Architectural Guidelines found in Section 6.6, there is a minimum level of enhancement required on all homes based on architectural style. Each style of architecture has a matrix representing minimum and enhanced elements that are inherent to each style. Blank, unadorned building faces are never permitted; a certain minimum amount of detail is required. It is recognized, however, that there are situations where a building face is virtually hidden and adding additional architectural elements is unproductive. The following section identifies enhanced lot situations as well as the four-sided enhancements that are required on these lots.

Figure 6-1 identifies home sites that are visible from multiple angles, public ways, open space, community edges, and major arterials. Homesites identified as either an enhanced lot or corner lot are subject to the requirements in subsections A and B which follow.

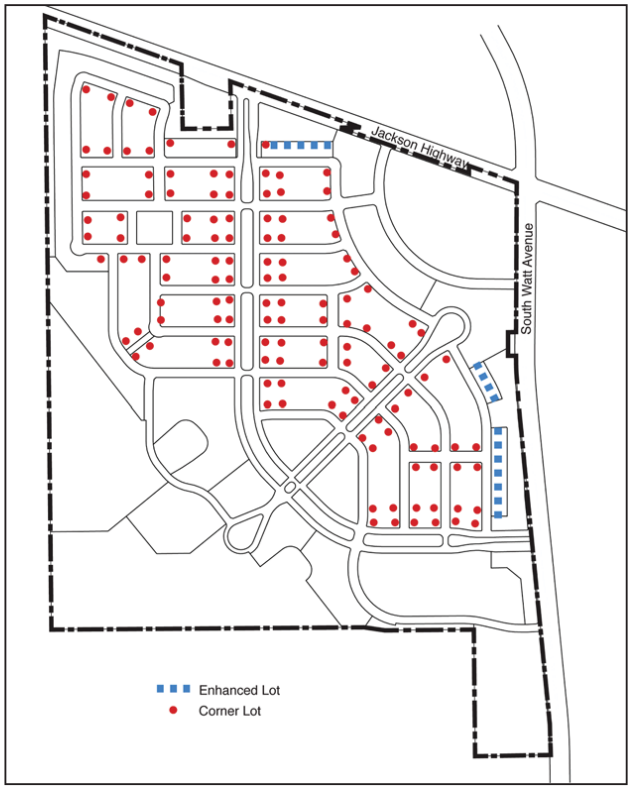


Figure 6-1: Enhanced Home Sites

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

A. Corners

Corner lots are viewable from more than one street and must therefore address multiple viewing angles.

- All corner lots defined as lots which have two or more frontages along public streets/alleys must employ at least four enhancements from the enhanced elements portion of the corresponding architectural style matrix (found in Section 6.6) on all street-adjacent building faces (in addition to the minimum enhancements required for all homes).
- Unique entry and garage configurations are encouraged to give the effect of creating two "fronts" to a home and address both streets. An example solution would be to situate the front door to address the primary roadway and the garage off the secondary roadway.
- When appropriate to the architectural style, wrap-around porches are an encouraged corner solution.

B. Enhanced Lots

Home sites that are highly visible, as identified on Figure 6-1, warrant special attention to any visible building faces to present an authentic and cohesive appearance.

- All highly visible sites identified on Figure 6-1 as enhanced lots must employ at least three enhancements from the enhanced elements portion of the corresponding architectural style matrix (found in Section 6.6) on all building faces adjacent to public ways, open space, community edges, and/or major arterials (in addition to the minimum enhancements required for all homes).

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2.3 ACTIVE AND PASSIVE SIDES

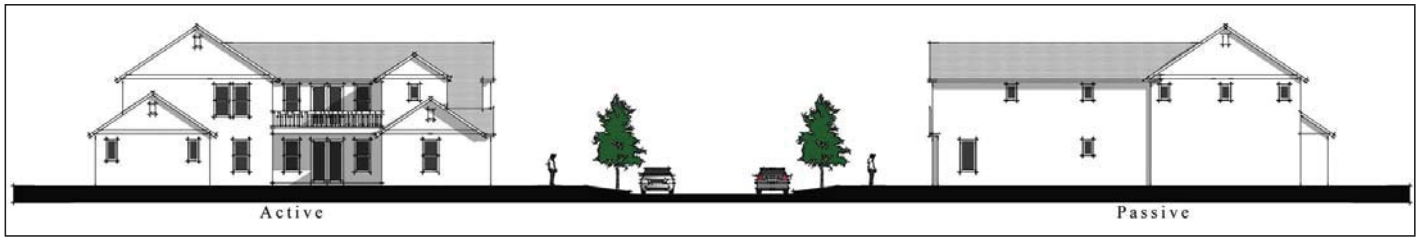


Figure 6-2: Active and Passive Sides

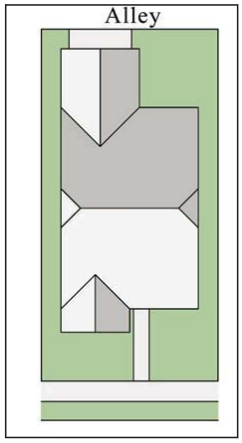
ACTIVE AND PASSIVE SIDES	
Side yards offer a unique opportunity for private outdoor space that can be easily overlooked when not planned effectively. To promote the utilization of these spaces, it is important to designate active and passive sides to each home. The active side of a home is identified as having more and larger windows and the most usable outdoor living space. The passive side of the house has fewer and smaller windows to promote privacy for the neighbor's active side. This creates a relationship between homes and helps create an enhanced living environment.	• Active and passive sides should be adjacent to each other to ensure privacy for the active side. • Reciprocal use easements are encouraged when utilizing passive and active sides to allow for more usable side yard area. • For side drive or pushback garage lots, the wall adjacent to the side drive must be active. • Active and passive side design should be incorporated on lots 50 feet in width and less and is encouraged on larger lot sizes.

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES

6.2.4 GARAGES

Reducing garage dominance on the streetscape and moving living space closer to the street creates street scenes that are inviting and safe with an "eyes on the street" environment. Using design features that enhance a home's architectural style and relegating the garage to a less visible position promotes a more pedestrian-oriented neighborhood.

There are six permitted garage orientations at New Brighton: alley-loaded attached and detached, side drive attached and detached, recessed attached, and side street entry at corner lots.



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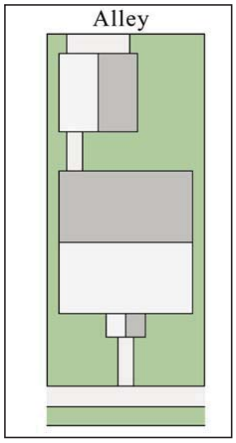


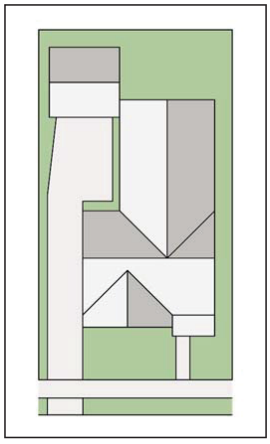
Detached

ALLEY-LOADED

The most effective form of mitigating garage dominance is to remove garages completely from the streetscape through the use of alleys. New Brighton allows either attached or detached garages in an alley configuration. Attached garages provide the benefit of direct access to the home from the garage; however, yard space is diminished in this situation. Detached garages allow for more yard space, while sacrificing direct access to the home from the garage. Each alternative has benefits, and a mixture of both configurations is encouraged.

- A 6-foot apron must be provided at all alley-loaded garages. If length is greater than 6 feet, it must be a minimum of 18 feet to discourage parking in sub-standard spaces.

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES



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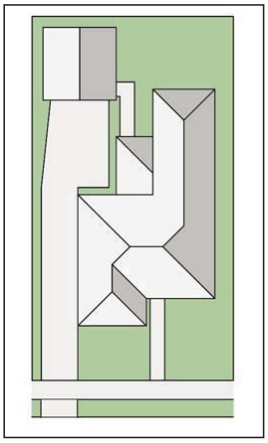


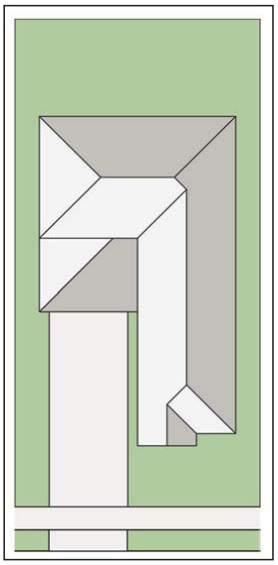
Detached

SIDE DRIVE

Lots that are accessed from the street must reduce the visual impact of the garage on the streetscape. There are three allowable methods for mitigating street-loaded garages: a side drive with an attached garage, a side drive with a detached garage, or a recessed attached garage. A side drive is defined as a driveway with a length of at least 40% of the total lot depth (measured from back of sidewalk to rear fence line). Anything less than this length is defined as a recess.

- The drive aisle width must be 10 feet minimum (exclusive of landscape except for Hollywood Drives).
- Side drives may only be paired (two contiguous homes with driveways directly adjacent to one another) on one out of every five lots with at least two lots in between sets of paired drives to ensure variety.
- To avoid conflict with curb cuts and necessary directional signage, driveways may not be adjacent to corners.
- Hollywood Drives are encouraged (two paving strips of between 2.5 and 3.5 feet wide separated by a minimum 3-foot wide planting strip).

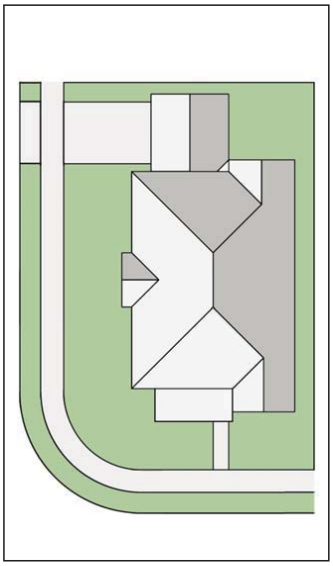
COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES



RECESSED ATTACHED

An alternative to a full side drive is a recessed attached garage, wherein the length of the driveway is less than 40% of the total lot depth (measured from back of sidewalk to rear fence line).

- The garage must be recessed a minimum of 5 feet from living space.
- Driveways must be a minimum of 18 feet deep.
- Recessed attached garages are acceptable on two out of every four plans in a street-loaded master home plan series.

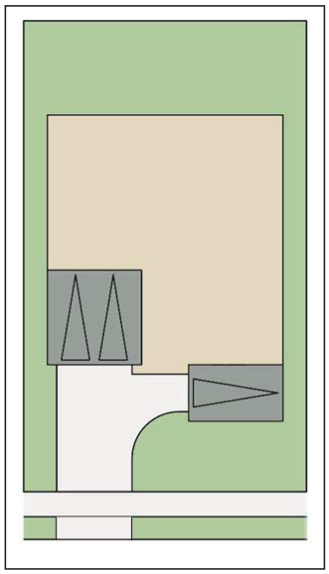


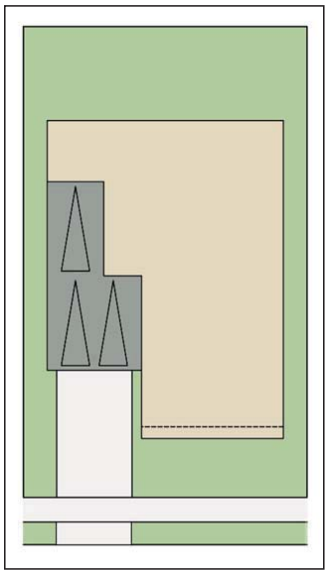
CORNER LOT SIDE STREET ENTRY

Lots situated at corners are permitted to situate the driveway and garage off the secondary roadway (side street).

- When designing to address a corner lot situation, the garage entry and front door entry should have a perpendicular relationship to one another to address each street.

COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES



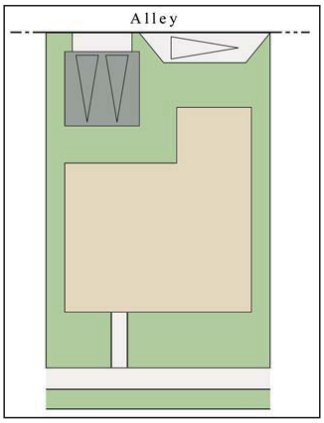


THREE CAR GARAGES

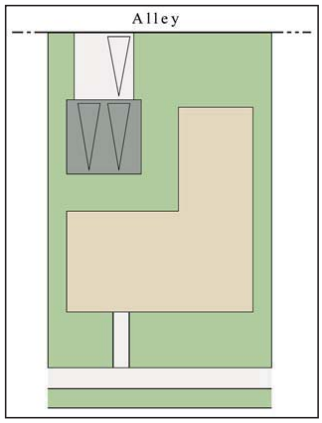
Garages accommodating more than two cars are allowable only in a split or tandem configuration per the following diagrams.

- Three car front-loaded garages are never permitted.

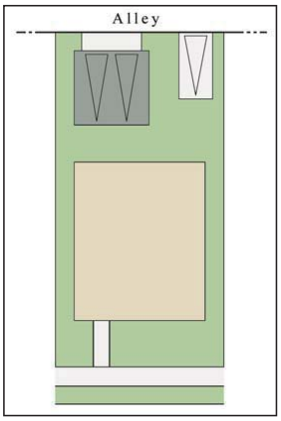
COMMUNITY-WIDE SINGLE-FAMILY DESIGN PRINCIPLES



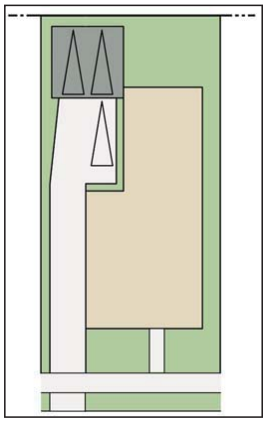
Parallel Parking Pocket



Rear Driveway



Dedicated Parking Space Adjacent to Garage



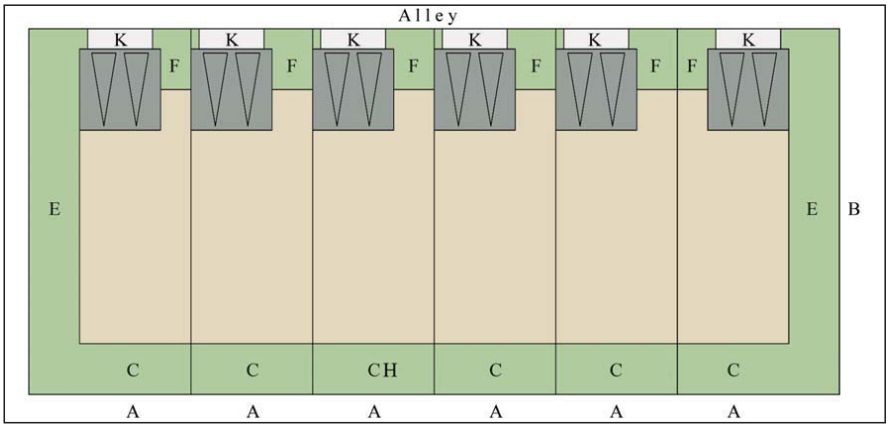
Side Drive

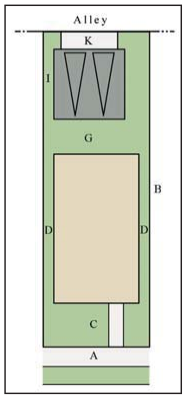
6.2.5 ACCESSORY DWELLING UNITS

Accessory dwelling units add dimension and vibrancy to the streetscape and, when located on alleys, serve to activate and enliven the alley. Often referred to as carriage units or granny flats, these homes provide an affordable housing means for relatives, friends, boomerang children, or renters. Accessory dwelling units are defined as being located above or adjacent to garages with primary access via a separate entrance outside of the primary residence.

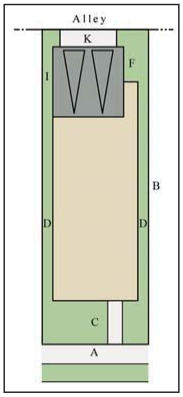
- Accessory dwelling units should occur on 10% of all single-family detached lots with a width of 40 feet and greater. The use of these units is encouraged to provide diversity to single-family residential neighborhoods.
- Accessory dwelling units are permitted above garages that are alley-loaded attached and detached as well as side drive attached and detached garages.
- Accessory dwelling units must have dedicated entries separate from the principal residence and not requiring passage through the garage. However, access integrated into the garage structure is encouraged (e.g., a dedicated exterior door to an interior vestibule and stair).
- Accessory dwelling units should strive to provide one dedicated off-street parking space. A parallel parking pocket, a front or rear driveway, or a dedicated parking space adjacent to the garage are all acceptable solutions.

6.3 SINGLE-FAMILY DEVELOPMENT STANDARDS - THE THIRTIES





Alley Detached

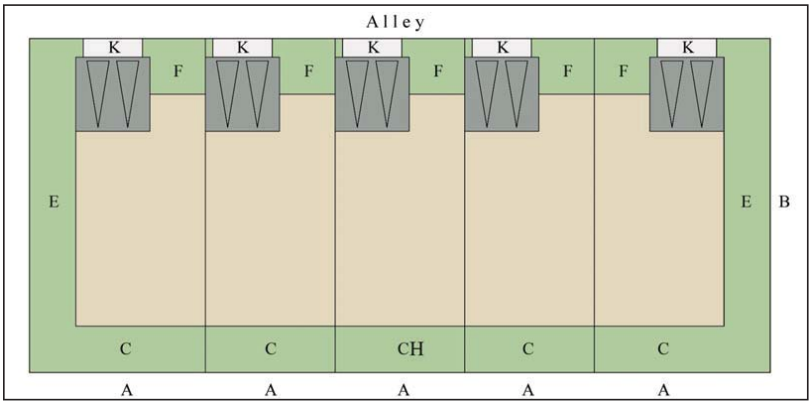


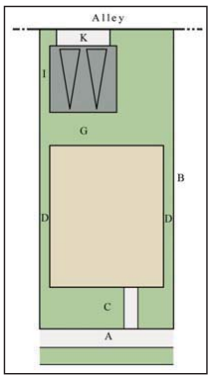
Alley Attached

THE THIRTIES					
Lot Characteristics	**A** - Width (Min.)	30'	Garage Setbacks	**I** - Side	3'
	B - Depth (Min.)	90'		**J** - Rear	3'
Principal Building Setbacks (Min.)	**C** - Front	12.5'		**K** - Alley Driveway	6'
	D - Side (Single-Family Detached)[1]	5'	Garage Orientation	Alley-Loaded (Attached or Detached)	Permitted
	E - Corner Lot Side Yard Along Street	12.5'		Side Drive (Attached or Detached)	Not Permitted
	F - Rear (to Living Space)	15'		Recessed Attached	Not Permitted
	G - Minimum Distance Between Principal Building and Detached Garage	10'		Corner Lot Side Street Entry (Attached or Detached)	Permitted
	H - Front Porch	12.5'	Maximum Building Height		35'

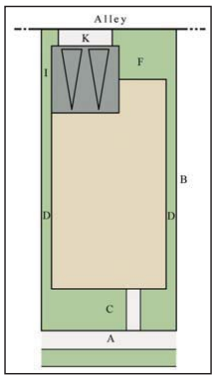
[1] Single-family attached (fee simple row homes) are permitted on 30' x 90' lots. Building-to-building setback between single-family attached clusters is 10' minimum. All other setbacks remain consistent. • [2] All setbacks are minimum unless otherwise specified.

SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FORTIES





Alley Detached



Alley Attached

THE FORTIES					
Lot Characteristics	**A** - Width (Min.)	40'	Garage Setbacks	**I** - Side	3'
	B - Depth (Min.)	90'		**J** - Rear	3'
Principal Building Setbacks (Min.)	**C** - Front	12.5'		**K** - Alley Driveway	6'
	D - Side (Single-Family Detached)[1]	5'	Garage Orientation	Alley-Loaded (Attached or Detached)	Permitted
	E - Corner Lot Side Yard Along Street	12.5'		Side Drive (Attached or Detached)	Not Permitted
	F - Rear (to Living Space)	15'		Recessed Attached	Not Permitted
	G - Minimum Distance Between Principal Building and Detached Garage	10'		Corner Lot Side Street Entry (Attached or Detached)	Permitted
	H - Front Porch	12.5'	Maximum Building Height		35'

[1] *Single-family attached are permitted on 40' x 90' lots. Building-to-building setback between single-family attached clusters is 10' minimum. All other setbacks remain consistent.*
[2] *All setbacks are minimum unless otherwise specified.*

SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FORTIES

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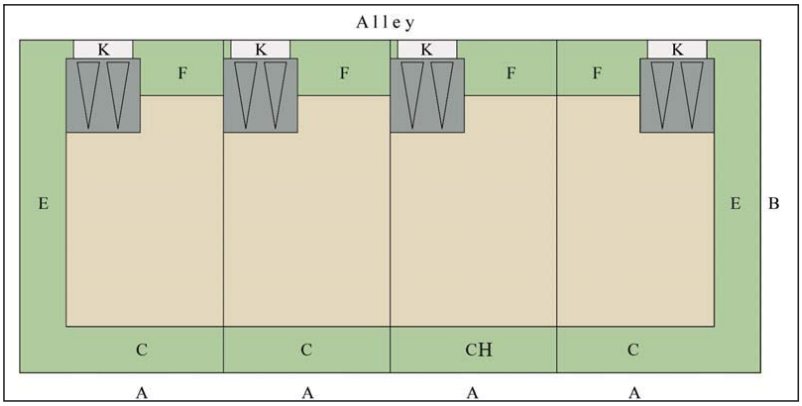
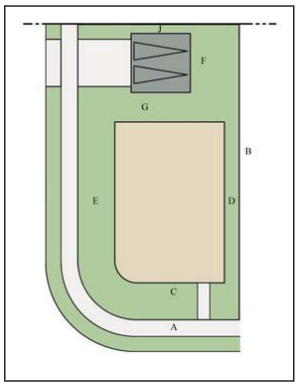
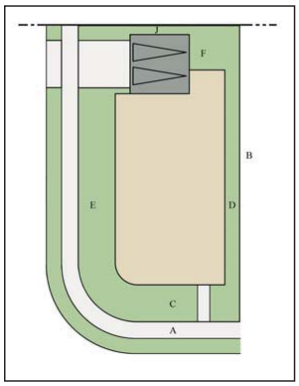
SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FORTY-FIVES





Corner Side Drive - Detached

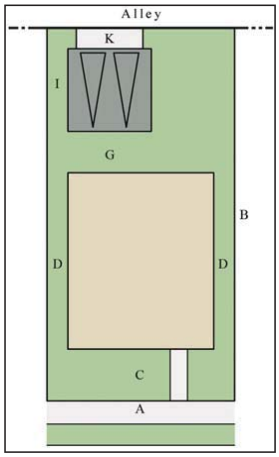


Corner Side Drive - Attached

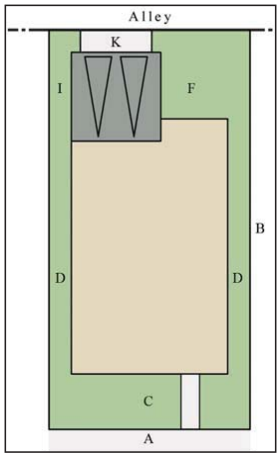
THE FORTY-FIVES					
Lot Characteristics	**A** - Width (Min.)	45'	Garage Setbacks	**I** - Side	3'
	B - Depth (Min.)	90'		**J** - Rear	3'
Principal Building Setbacks (Min.)	**C** - Front	12.5'		**K** - Alley	6'
	D - Side (Single-Family Detached)[1]	5'		**L** - Minimum Clear Space in Front of Garage Doors	24'
	E - Corner Lot Side Yard Along Street	12.5'	Garage Orientation	Alley-Loaded (Attached or Detached)	Permitted
	F - Rear (to Living Space)	15'		Side Drive (Attached or Detached)	Permitted
	G - Minimum Distance Between Principal Building and Detached Garage	10'		Recessed Attached	Permitted
				Corner Lot Side Street Entry (Attached or Detached)	Permitted
	H - Front Porch	12.5'	Maximum Building Height		35'

[1] *Single-family attached are permitted on 45' x 90' lots. Building-to-building setback between single-family attached clusters is 10' minimum. All other setbacks remain consistent.*
[2] *All setbacks are minimum unless otherwise specified.*

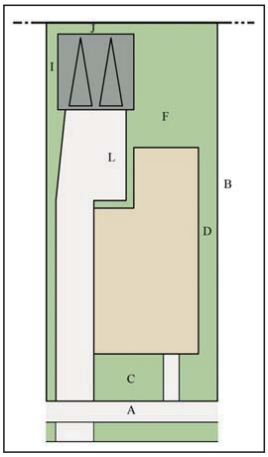
SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FORTY-FIVES



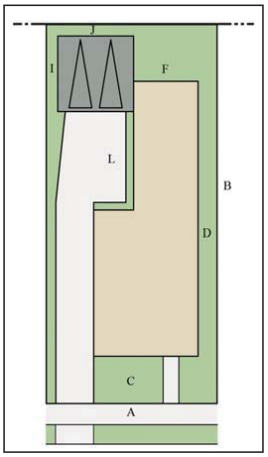
Alley Detached



Alley Attached



Side Drive Detached



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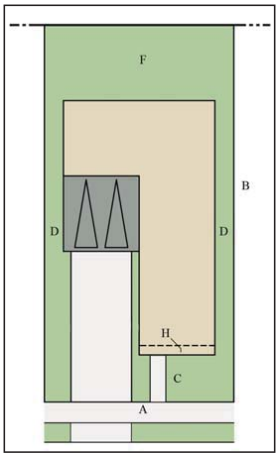
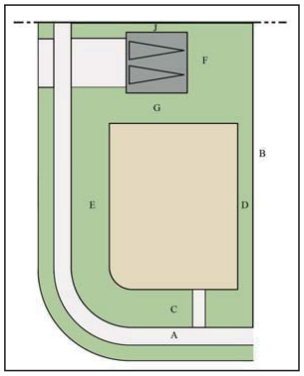
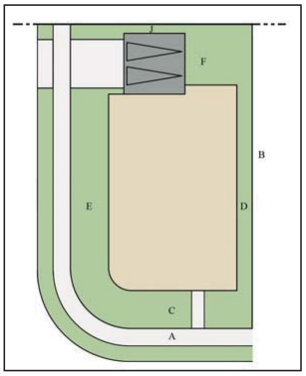


Recessed Garage

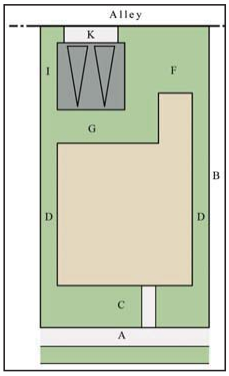
SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FIFTIES AND LARGER



Corner Side Drive - Detached



Corner Side Drive - Attached

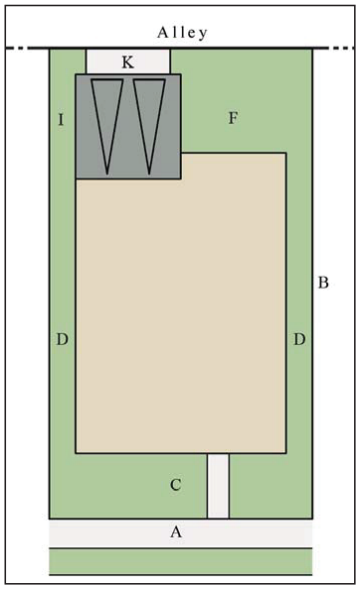


Alley Detached

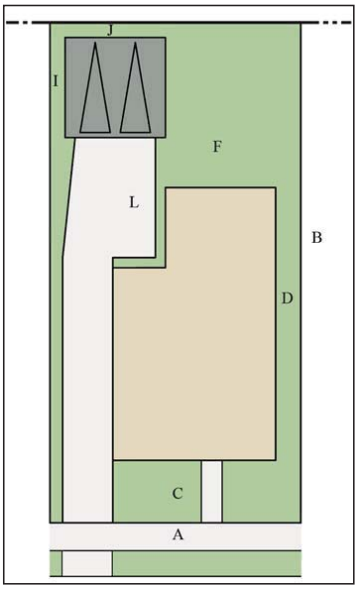
THE FIFTIES AND LARGER					
Lot Characteristics	**A** - Width (Min.)	50'	Garage Setbacks	**I** - Side	3'
	B - Depth (Min.)	100'		**J** - Rear	3'
Principal Building Setbacks (Min.)	**C** - Front	12.5'		**K** - Alley Driveway	6'
	D - Side (Single-Family Detached)[1]	5'		**L** - Minimum Clear Space in Front of Garage Doors	24'
	E - Corner Lot Side Yard Along Street	12.5'	Garage Orientation	Alley-Loaded (Attached or Detached)	Permitted
	F - Rear (to Living Space)	20'		Side Drive (Attached or Detached)	Permitted
	G - Minimum Distance Between Principal Building and Detached Garage	10'		Recessed Attached	Permitted
				Corner Lot Side Street Entry (Attached or Detached)	Permitted
	H - Front Porch	12.5'	Maximum Building Height		35'

[1] *All setbacks are minimum unless otherwise specified.*

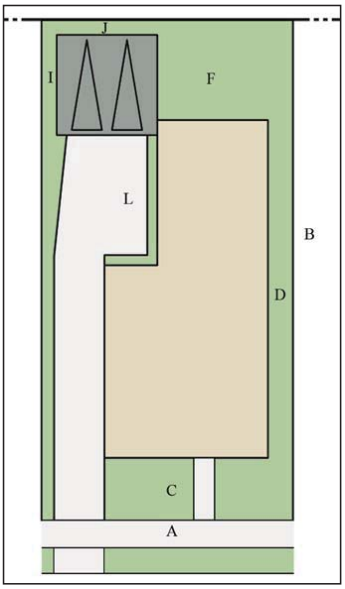
SINGLE-FAMILY DEVELOPMENT STANDARDS - THE FIFTIES AND LARGER



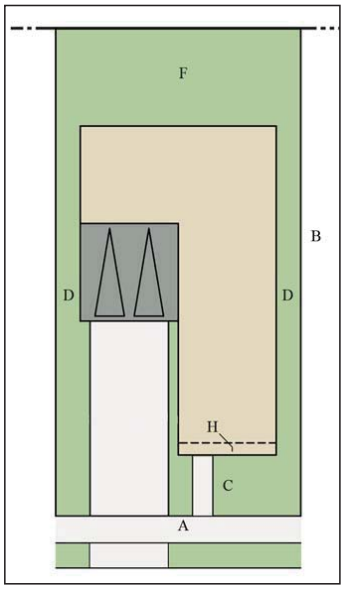
Alley Attached



Side Drive Detached



Side Drive Attached



Recessed Attached

DEVELOPMENT STANDARDS - SUMMARY

	Lot Characteristics								Garage Setbacks				Garage Orientation				
	A - Width (Min.)	**B** - Depth (Min.)	**C** - Front	**D** - Side (Single-Family Detached)[1]	**E** - Corner Lot Side Yard Along Street	**F** - Rear (to Living Space)	**G** - Minimum Distance Between Principal Building and detached Garage	**H** - Front Porch	**I** - Side	**J** - Rear	**K** - Alley Driveway	**L** - Minimum Clear Space in Front of Garage Doors	Alley-Loaded (Attached or Detached)	Side Drive (Attached or Detached)	Recessed Attached	Corner Lot Side Street Entry (Attached or Detached)	**Maximum Building Height**
THE THIRTIES	30’	90’	12.5’	5’	12.5’	15’	10’	12.5’	3’	3’	6’	N/A	Permitted	Not Permitted	Permitted	Permitted	35’
	[1] Single-family attached (fee simple row homes) are permitted on 30’ x 90’ lots. Building-to-building setback between single-family attached clusters is 10’ minimum. All other setbacks remain consistent. *[2] All setbacks are minimum unless otherwise specified.*																
THE FORTIES	40’	90	12.5’	5’	12.5’	15’	10’	12.5’	3’	3’	6’	N/A	Permitted	Not Permitted	Permitted	Permitted	35’
	1 Single-family attached are permitted on 40’ x 90’ lots. Building-to-building setback between single-family attached clusters is 10’ minimum. All other setbacks remain consistent. *[2] All setbacks are minimum unless otherwise specified.*																
THE FORTY-FIVES	45’	90’	12.5’	5’	12.5’	15’	10’	12.5’	3’	3’	6’	24’	Permitted	Permitted	Permitted	Permitted	35’
	1 Single-family attached are permitted on 45’ x 90’ lots. Building-to-building setback between single-family attached clusters is 10’ minimum. All other setbacks remain consistent. *2 All setbacks are minimum unless otherwise specified.*																
THE FIFTIES AND LARGER	50’	100’	12.5’	5’	12.5’	20’	10’	12.5’	3’	3’	6’	24’	Permitted	Permitted	Permitted	Permitted	35’
	[1] All setbacks are minimum unless otherwise specified.																

6.4 COMMUNITY-WIDE MULTI-FAMILY DESIGN PRINCIPLES

The Plan Area provides the opportunity for two different multi-family product types at two density levels. Multi-family residential is defined as attached-for-rent or for-sale residential product. Residential mixed-use is defined as attached-for-rent or for-sale residential product vertically or horizontally related to an office or commercial use, such as office, retail, or restaurant use.

6.4.1 DIVERSITY OF STREETSCAPE

As with the single-family detached sub-neighborhoods, multi-family and residential mixed-use areas should also exhibit streetscape diversity, while drawing from a more selective pool of architectural styles. Sub-neighborhoods have an opportunity to present an eclectic streetscape with a variety of product types to achieve different densities. For example, row homes can be designed to look like a series of individual architectural statements, whereas larger multi-family buildings can be designed to emulate large stately manor homes with one architectural style. The intent of this section is to define the standards by which the multi-family and residential mixed-use neighborhoods shall be built.

A. Four-Sided Architecture

Multi-family buildings generally have access on all sides, whether pedestrian, vehicular, or visual. As such, defining architectural elements and detailing from the front elevation must be carried to the sides and rear of all multi-family buildings.

- At least three style-specific architectural details from the enhanced elements portion of the corresponding architectural style matrix as specified under each style found in Section 6.6 must be continued on all sides of multi-family buildings.
- Details must be selected from the matrix corresponding to the selected architectural style. It is not acceptable to apply details that are not style appropriate in an attempt to remedy a poorly designed facade.
- When multi-family product is alley-loaded, a sense of activity and “eyes-on” the alley is encouraged through outdoor living space in the form of second or third floor balconies.
- Garage doors are prohibited from facing the perimeter of the individual multi-family project.
- Detached garage units, when present, must be internal to the individual multi-family project in order to prevent the sense of a walled fortress with blank walls facing streets or other product types.

MULTI-FAMILY DEVELOPMENT STANDARDS

B. Massing

When designing multi-family buildings, proportion and placement of architectural elements is critical. When a condominium or apartment building is designed to look like one large home, the scale of architectural forms and elements must be cohesive with the scale of the overall building.

- End units must have articulation, such as windows and doors facing sidewalks and public ways.
- Unarticulated or windowless walls are not permitted.
- Massing of forms should be established using the fundamental characteristics of the selected architectural style.

MULTI-FAMILY DEVELOPMENT STANDARDS

6.5 MULTI-FAMILY DEVELOPMENT STANDARDS

MULTI-FAMILY RESIDENTIAL		
Basic Criteria		
Average Density (Net)		25 Units per Acre
Setbacks		
Minimum to Public Street or Property Line (Back of walk)	One-Story	10’
	Two-Story	10’
	Three-Story	10’
Minimum to Interior Street/Private Drive	One-Story	5’
	Two-Story	5’
	Three-Story	5’
Minimum Building to Building	One-Story	10’
	Two-Story	15’
	Three-Story	20’
Garage Setback from Public Street		18’
Maximum Building Height	This dimension includes the height of the building from finished grade to top of ridge for sloped roofs.	35’

MULTI-FAMILY RESIDENTIAL	
Site Characteristics	
Minimum Parking	Per City Code

Notes:

[1] *See Chapter 4: Landscape Design for landscape and lighting requirements.*

[2] *All setbacks are minimum unless otherwise specified and apply to the entire building.*

[3] *Setbacks may require conformance with public utility easements*

The following Architectural Guidelines are detailed and will be used by Design Review Board(s) established in the New Brighton PUD as well as the City of Sacramento in evaluating projects within the Plan area. Variations to these design standards may be considered during the City's site plan and design review process. The Architectural Guidelines are intended to encourage and direct a high level of design quality to the project site while permitting flexibility for creative expression and innovative design solutions.

6.6 Architectural Guidelines

The concept, inspiration, and vision for New Brighton is based on a unique and compelling design character derived from the timeless Park Neighborhoods of Sacramento: McKinley Park and East Sacramento, Land Park, Curtis Park, and Oak Park. With their iconic architecture, landmark community buildings, and tree-lined streets, these neighborhoods represent some of Sacramento's finest and most desirable neighborhoods.

These distinct neighborhoods can be grouped into the manor neighborhoods and the bungalow neighborhoods. The manor neighborhoods have grand stately homes representative of the more formal styles. Although there are certainly cottage and bungalow-scale homes in these neighborhoods, they are primarily characterized through larger estate homes. The bungalow neighborhoods are distinguished by their smaller scale, more modest and comfortable homes. Still with a great deal of detailing and charm, the neighborhoods are reminiscent of early twentieth century European and American architectural styles.

The Plan Area has examples of both the formal manor scale and the informal bungalow scale and recalls the sense of permanence and legacy found in these neighborhoods by employing similar street patterns, lot sizes, and open spaces. The thirteen distinctive architectural styles presented herein include the most prevalent historical architectural styles of these significant neighborhoods (listed to the right and organized into ten Primary Styles and three Secondary Styles).

When interspersed throughout the neighborhoods, this collection of architectural styles will create a diverse and eclectic streetscape through massing and form, material and color, and detailing. The variety of styles will energize and animate the streetscape, creating a dynamic and vibrant community.

Each style lends itself to a specific scale, which corresponds directly to an appropriate minimum lot size. The community offers a wide range of lot sizes; and, as such, the following table defines the appropriate applicable lot size for each architectural style. The architectural styles are broken

The American Farmhouse
The Colonial Revival
The Craftsman
The English Cottage
The French Cottage
The Italian Renaissance
The Monterey
The Prairie
The Spanish Eclectic
The Tudor Revival
• • • • •
The International
The Italianate
The Moderne

down into Primary Styles and Secondary Styles. The Primary Styles represent those that are most prevalent in the Park Neighborhoods of Sacramento and, likewise, should be most prevalent in the Plan Area. The Secondary Styles would have occurred later in the evolution of the neighborhoods and therefore are not as prevalent within the neighborhoods. As such, these styles will appear less often.

The following architectural guidelines define the history and intent of each style, identify key style elements, and provide a matrix that identifies the recommended elements for each style along with applicable enhanced elements. Additionally, sketches of primary style elements and

	PRIMARY STYLES										SECONDARY STYLES		
LOT SIZE	AMERICAN FARMHOUSE	COLONIAL REVIVAL	CRAFTSMAN	ENGLISH COTTAGE	FRENCH COTTAGE	ITALIAN RENAISSANCE	MONTEREY	PRAIRIE	SPANISH ECLECTIC	TUDOR REVIVAL	INTERNATIONAL	ITALIANATE	MODERNE
>60’	●	●	●			●	●	●	●	●	●	●	●
60’	●	●	●			●	●	●	●	●	●	●	●
55’	●	●	●	●	●	●	●	●	●	●	●	●	●
50’	●	●	●	●	●	●	●	●	●	●	●	●	●
45’			●	●	●	●		●	●	●	●	●	●
40’			●	●	●	●		●	●	●	●	●	●
30’			●	●	●	●			●	●	●	●	●
Bungalow Courts			●	●	●				●				●
Manor Homes	●*	●*				●*	●*		●*	●*			
Row Homes and Multi-Family Attached	●	●				●	●		●	●		●	●

* *When utilized on attached building types, the entire building must be designed with the specified style such that the composition of details gives the appearance of one larger building or home as opposed to a series of individual residences.*

details and pictorial examples of both a historic and present day version of the style are represented. With the intent of creating authentic representations of these architectural styles, all of the recommended elements outlined on the style specific matrix should be provided along with three enhanced elements.

To further define the architecture of the Plan Area, the following statements apply to all styles herein:

- On styles utilizing stucco, smooth or imperfect smooth stucco is the only allowed finish (further defined per style on pages to follow).
- Manufactured stone must be applied authentically, wrapping outside corners and terminating at inside corners.
- All material changes must occur on an inside corner.
- Fascia gutter should be avoided.
- Concrete rake tiles should be avoided.
- Garage doors should complement architectural style.
- House lights should complement architectural style.
- When shutters are used, each shutter must be sized to one-half of entire adjacent window width.
- Builders may choose to incorporate one Secondary Architectural Style for inclusion in their Master Home Plan series; the remaining style offerings in the series should pull from the ten Primary Architectural Styles.

Each style section within this document is broken into four pages, each with a distinct purpose. The first page articulates the history of the architectural style as well as the intent of that style within the Plan Area. Additionally, this page offers a list of some of the elements that make the defined style distinctive. These elements draw from both the recommended and enhanced elements from the matrix found on the following page and are intended to be descriptive, rather than prescriptive, by conveying the essence of the style. The second page offers a matrix of the recommended and enhanced elements of each style and serves as the prescriptive requirements of the style. The third page graphically represents a selection of the key style elements described in the matrix. Finally, the last page offers details and vignettes as well as pictorial representations, both historical and present day, of well-executed examples of the style.

These guidelines are intended for the use of the City of Sacramento in evaluating builder projects within the Plan Area. Prior to municipality review, the developer's design review board will evaluate and approve each project to ensure consistency with the guidelines established within Section 6.6 of this chapter.

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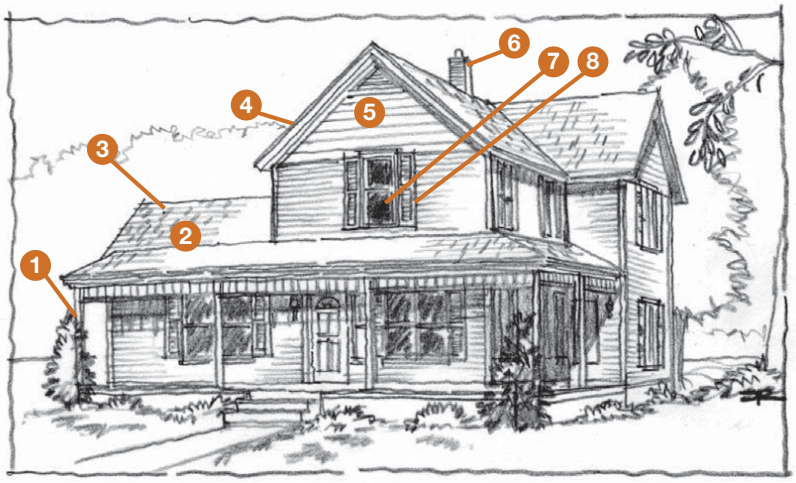
THE AMERICAN FARMHOUSE

HISTORY AND INTENT

In the Sacramento area, farmhouses were utilitarian housing for farmers settling in outlying areas of the region. They were typically wood frame with clapboard siding. These homes were simply detailed and understated and often evolved in size and form to reflect the success and size of the farming family. Although utilitarian in nature, the farmhouse also reflected the regional style of the time to the extent possible, sometimes emulating a higher style of architecture by borrowing details of widely accepted styles.

The intent of the American Farmhouse is to include a style that embraces the agrarian history of the region. The Farmhouse is a traditional, honest representation of the style with simple forms and detailing, lacking the highly stylized features of its Midwestern and East Coast counterparts.

Distinctive Style Elements	
1	Slender Porch Columns
2	Projecting Porch with Shed Roof
3	Rectangular, Cross Gabled Form
4	Dominant Gable Roof
5	Lap Siding
6	Brick Chimney
7	Single-Hung Windows
8	Louvered Shutters



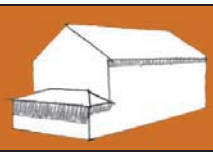
THE AMERICAN FARMHOUSE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• Rectangular, typically two-story. • Front, side, or cross gabled. • Symmetrical or asymmetrical. • Entry porch, very simple in form and detailing. • Porches project from the house rather than being incorporated into the primary massing.	• Two-story with opposing wings in larger homes. • One- or two-story wings and covered porches. • Form may reflect additions to original house. • Covered porches along entire facade or wrapping around corners, very simple in form and detailing. • Converted water tower as ancillary structure.
ROOF	• Dominate gable roof forms. • Roof pitch 6:12 to 10:12 with porches of lower profiles. • 6" to 12" overhangs. • Concrete shingles that are flat or resemble wood shake or composition asphalt shingles. • Tight wood fascias and rakes.	• Shed roof forms, reflecting additions to the original house. • Porch roofs of standing seam metal. • Roof dormers, shed or gabled, symmetrically organized. • Fascias and rakes may be box end soffit or open with exposed rafters and starter board. • Metal roofs.
WALLS	• Primary exterior material is lap siding with 6"-8" exposure. • Window and door trim, corner boards, starter boards, and vergeboards used as siding terminations.	• Lap siding with tighter exposure or shingles at accent areas. • Picket railings at porches in various styles. • Stone at raised foundation.
WINDOWS & DOORS	• Wood window and door trims. • Single-hung vertical windows with or without window grids.	• Enhanced (built-up) window trim.
DETAILS	• Verge rafters. • Trim at corner boards, verge boards, and starter boards. • Slender, unornamented square or round porch columns.	• Roof ornamentation such as cupolas, weather vanes, or dovecote accents. • Chimneys clad in stone, brick, or siding with basic rectilinear termination caps.

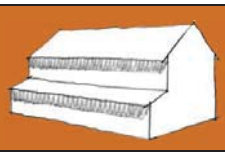
[1] *Minimum three enhanced elements per house are required.*

THE AMERICAN FARMHOUSE - STYLE ELEMENTS

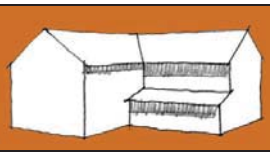
FORWARD GABLE



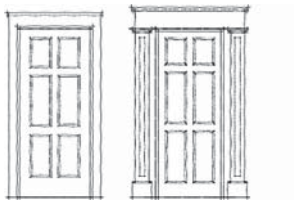
SIDE GABLE



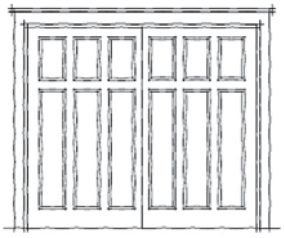
CROSS GABLE



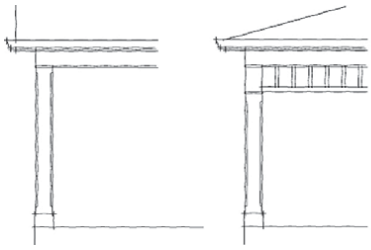
Entry Doors and Surrounds

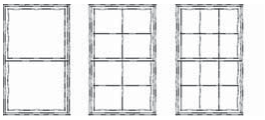


Garage Doors

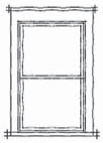


Porch Columns

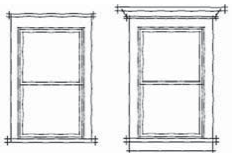




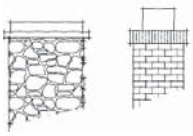
Window Patterns



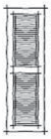
Window Groupings



Window Surrounds



Chimneys

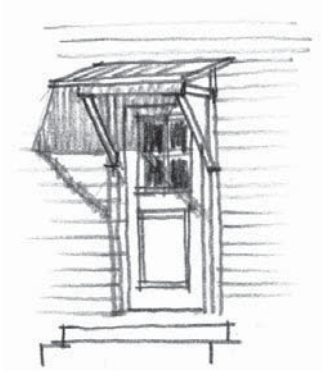


Shutters

THE AMERICAN FARMHOUSE

DETAILS

Raised Porch



Shed Roof at Door

Gable and Porch

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

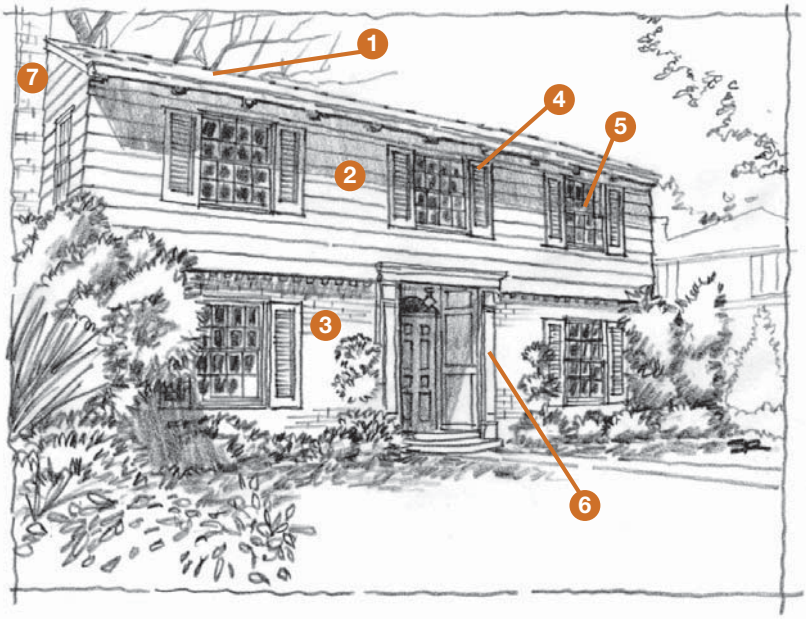
THE COLONIAL REVIVAL

Distinctive Style Elements	
1	Two-Story Side Gabled Rectangular Form
2	Lap Siding
3	Brick at First Floor
4	Louvered Shutters
5	Divided Light Windows
6	Pedimented Entry
7	Brick Chimney

HISTORY AND INTENT

In Sacramento, the Colonial Revival house falls into several categories. First, there are the modest single-story versions, generally known as Cape Cod cottages, with the addition of more formal Georgian or American Southern Colonial surface details. A two-story Dutch Colonial version was also popular in most Park Neighborhoods. The cottage forms are usually symmetrical in form, with wood siding (either lap siding or shingles) and shake or composition roofs. Entryways have modest facade-faced entablatures. Entry porches are always simple in form and articulation when they appear. Though Colonial Revival styles are quite common, especially the smaller cottage form, they are not as prevalent as the Tudor Cottage and Spanish Eclectic styles in Sacramento that reflect this city's more relaxed temperament and architectural preferences.

The intent of the Colonial Revival is to bring a formal, stately, and gracious presence to the community.



THE COLONIAL REVIVAL

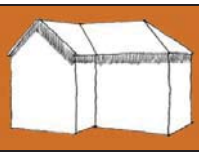
STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• Two-story, simple rectangular form. • Predominately side gable. • Symmetrically balanced windows and center door. • When present, small entry porch covering less than the full facade width. More typically, pedimented entry door surround is used.	• One-story, full-width porch with classical columns. • Doric columns at porch (singularly or paired) with capital and base. • Asymmetrical entry in larger examples. • One-story side wing, either open or enclosed, usually with a flat roof, but alternately with a shed roof.
ROOF	• Steeply pitched roof (6:12 to 10:12). • Composition shingle roof. • Principally side gable with variations such as center gable, cross gable, and hip. • Little or no overhang.	• Roof dormers. • Eave returns at gable ends. • Pilasters as building corners.
WALLS	• Predominately lap siding with 3”-6” exposure or shake (shingle) siding. • Smooth finish stucco.	• Brick. • Stone. • Siding or shake as accent at gable end.
WINDOWS & DOORS	• Windows with double-hung sashes, usually with divided lights (divided into six, eight, nine, or twelve panes). • Windows in adjacent pairs. • Window and door surrounds with projecting built-up head trim and projecting sills at windows. • Doors with overhead fanlights or sidelights. • Accentuated pedimented front door without supporting pilasters.	• Bay windows. • Triple windows. • Elliptical oculus window centered over entry door. • Windows with broken segmental or triangular pediments. • Accentuated pedimented front door supported by pilasters, or extended forward and supported by slender columns to form an entry porch.
DETAILS	• Massive central chimney or gable end chimney(s). • Ogee gutter as part of eave detail. • Cornice at roof line.	• Louvered shutters. (Each shutter must be sized to one-half of entire adjacent window width.) • Horizontal banding on two-story homes as a defining line between first and second story. • Dentil frieze. • Roof and/or upper porch balustrades. • Leader heads at downspouts.

[1] *Minimum three enhanced elements per house are required.*

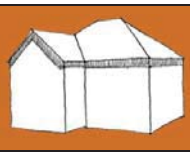
THE COLONIAL REVIVAL

SIDE GABLE

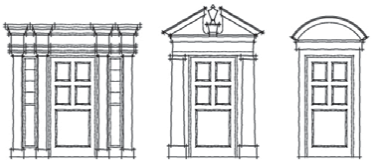
CROSS GABLE



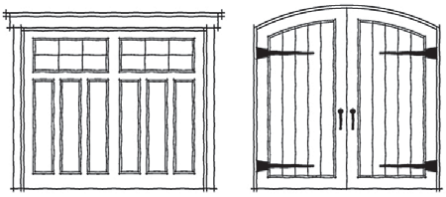
ASYMMETRICAL GABLE



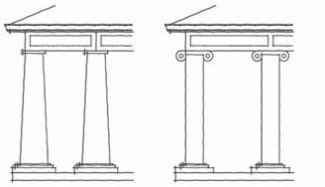
Entry Doors and Surrounds

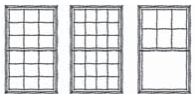


Garage Doors

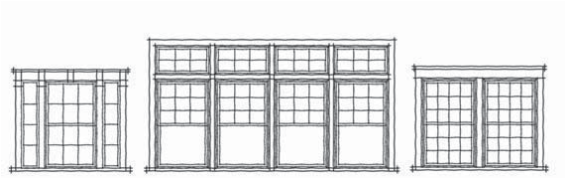


Porch Columns

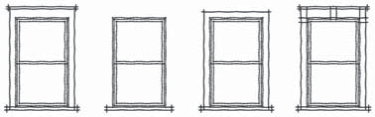




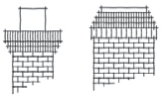
Window Patterns



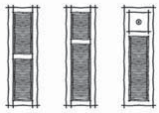
Window Groupings



Window Surrounds



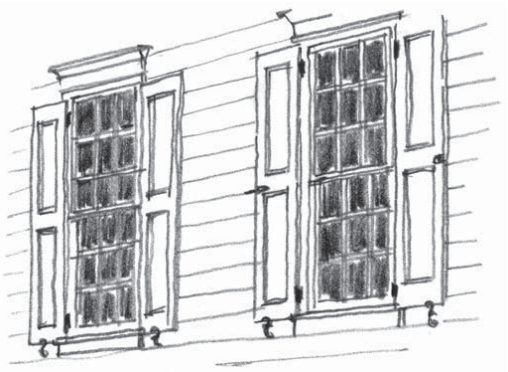
Chimneys



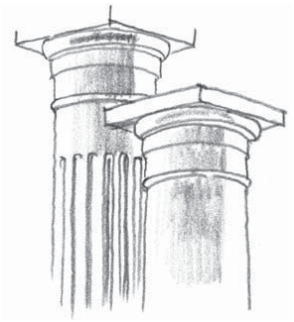
Shutters

THE COLONIAL REVIVAL

DETAILS



Window Surround and Shutters



Colonial Columns

Broken Pediment at Entry

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

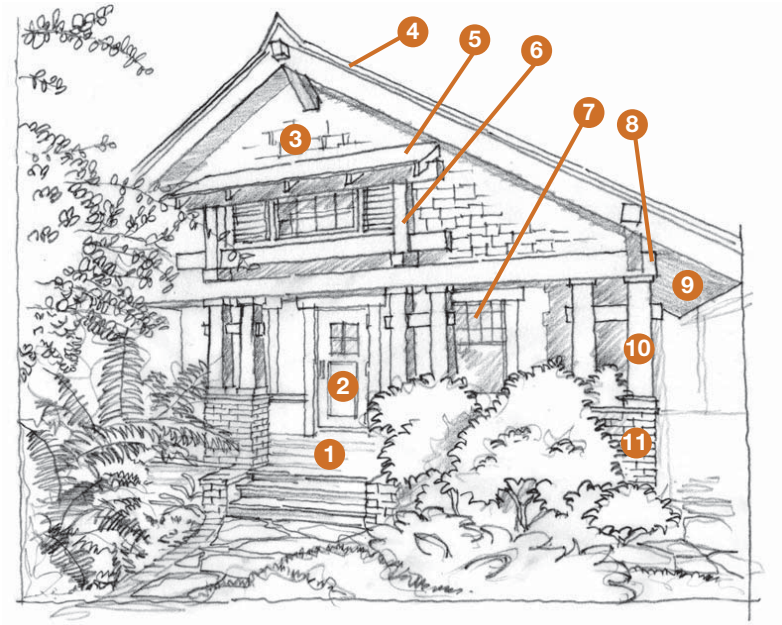
THE CRAFTSMAN

Distinctive Style Elements			
1	Deep Recessed Porch	7	Decorative Window Patterns
2	Wide Entry Door	8	Knee Braces
3	Shingle Siding	9	Wide Overhangs
4	Gable Roof	10	Decorative Porch Columns
5	Gable Ornamentation	11	Masonry Column Base
6	Gable Vents		

HISTORY AND INTENT

The Arts and Crafts bungalow was an enormously influential form and style of architecture in Sacramento between 1906 and 1918, the first truly American vernacular style. The bungalow broke with earlier formal Victorian spatial arrangements and changed the way that families lived in and related to their houses. Architecturally, the Craftsman bungalow was designed to achieve harmony between the house and its landscape, to get as close as possible to nature. A Craftsman bungalow has many of the hallmarks of the Arts and Crafts aesthetic: clinker brick, carved rafter tails, a mixture of cladding (brick, clapboard, tile, and shingle), and oversized eave brackets painted in colors of nature.

The intent of the Craftsman style within the Plan Area is to recall the comfortable and welcoming nature of the Craftsman bungalows found in the Park Neighborhoods of Sacramento. These homes reflect a sense of permanence that only craftsmanship and careful design can convey.



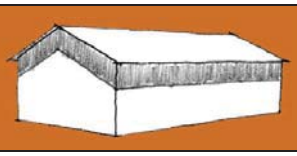
THE CRAFTSMAN

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• Simple massing on one to one-and-a-half stories, front or side gabled. • Symmetrical or asymmetrical form. • Deep front entry porch. • Stylized column and beam detailing at porches.	• Cross-gabled massing. • Two stories with a combination of one- and two-story elements. • Full width, deep porch at entry.
ROOF	• Low-pitched roofs with large overhanging eaves,emphasizing horizontal planes. • 4:12 to 6:12 roof pitch. • 16" to 24" overhangs. • Flat concrete tile with a shingle appearance or composition shingle.	• Varied porch roofs, shed or gabled. • Cascading (multiple) gables. • Roof dormers (shed or gable form). • 24" to 36" overhangs. • Extended and shaped barge rafters. • Exposed rafter tails at eaves.
WALLS	• Exterior wall materials with combinations of wood shingles, horizontal siding, board and batten, and stucco. • Foundation or wainscot using stone or brick.	• Stone, brick, or combination chimneys. • Eliminate stucco as a wall treatment. • Battered (tapered) stone foundation or wainscot.
WINDOWS & DOORS	• Single-hung windows at front elevations. • Divided light windows with wood trim. • Use windows individually or in groups (typically two or three). • Doors with full surrounds. • Windows with full surrounds and a projected sill/apron.	• Casement windows. • Three or more windows in a "ribbon." • Grouped windows with a high transom. • Wide wood entry door with integrated glass. • Wood door and window surrounds.
DETAILS	• Entry porches with columns resting on larger pier or bases. • Porch rails of repeated vertical elements. • Wood brackets or knee braces. • Surface-mounted fixtures on front elevations must complement architectural style. • Garage door patterns and lights to complement the architectural style.	• Entry porch columns consist of single or multiple wood posts with battered brick or stone pier or base. • Porch rails comprised of decoratively cut boards that create a pattern. • Additional "stick-work" in gable ends. • Typical downspouts replaced with "rain chains." • Open eave overhangs with shaped rafter tails. • Decorative ridge beams, outlookers, and purlins. • Porte-cochère, pergola, or trellis that continues, or is integrated with, the front porch.

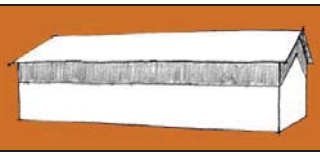
[1] *Minimum three enhanced elements per house are required.*

THE CRAFTSMAN

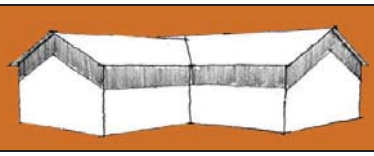
FORWARD GABLE



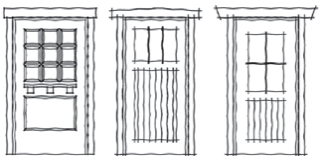
SIDE GABLE

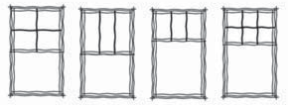


CROSS GABLE



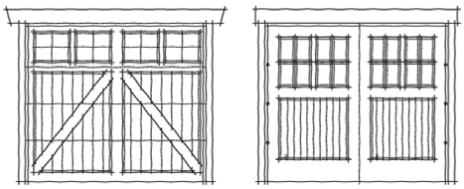
Entry Doors and Surrounds



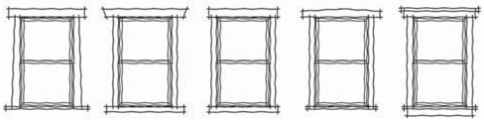


Window Patterns

Garage Doors

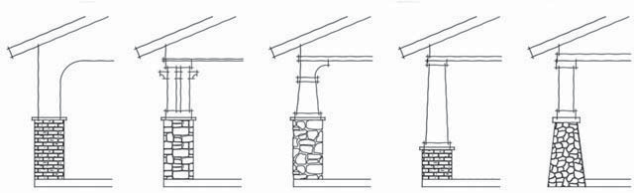


Window Groupings



Window Surrounds

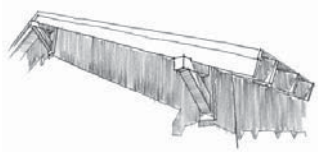
Porch Columns



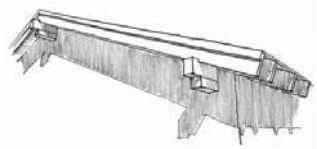
Chimneys

THE CRAFTSMAN

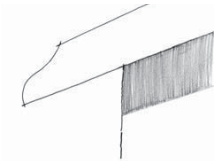
DETAILS



Gable with Knee Brace Detail



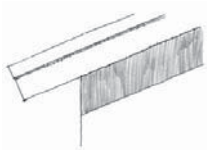
Gable with Outlooker Detail



Fancy Cut Rafter

Quarter Round Cut Rafter

Round Cut Rafter



Square Cut Rafter

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

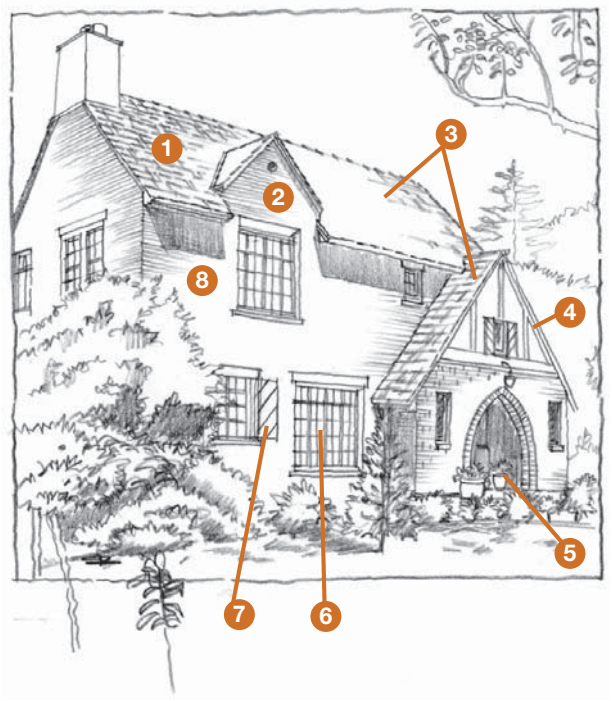
THE ENGLISH COTTAGE

Distinctive Style Elements			
1	Steeply Pitched Main Roof	5	Deeply Recessed Entry
2	Dormer	6	Divided Light Windows
3	Asymmetrical Massing	7	Diagonal Plank Shutters
4	Dominant Steeply Pitched Facade Element	8	Brick

HISTORY AND INTENT

The English Cottage is a romantic, informal, country style that followed the soldiers home from Europe, where they became enchanted with the picturesque villages, after World War I. The whimsical cottage styles of Sacramento's Park Neighborhoods added to the eclectic atmosphere of the new communities, building a storybook community with an inviting and friendly sense of place. The origins of this style are rooted in the English Renaissance homes of the 16th and 17th centuries found in the rural countryside of England.

The English Cottage will create continuity between the historic park neighborhoods and the Plan Area, adding whimsy and romanticism to the new neighborhood. The design of the English Cottage should present an ornate focal point, with the balance of the architecture retaining simplicity in design so as to not create a contrived veneer, but rather an authentic updating of the classic style.



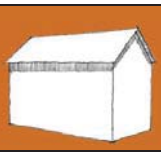
THE ENGLISH COTTAGE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• One- and two-story. • Dominant facade element is a steeply pitched forward gable with combinations of hip roofs. • Dominant front-facing gable usually incorporates a deeply recessed entry door. • Asymmetrical massing and proportions.	• Bell-cast eaves. • Variety of dormer styles where appropriate. • Massive chimney, usually integrated with the dominant gable.
ROOF	• Steeply pitched roof (minimum 10:12 for the dominant gable, 8:12-14:12 for secondary roof elements). • Composition or flat tile (not of concrete) roofs mimicking slate or thatch in form and color. Alternatives to tile that mimic shake are encouraged. • Where tile is used, utilize a raised barge to eliminate rake tile. • Gables with a tight rake (4" max). • Eaves can be broader (up to 12").	• Composition roofing materials rolled around eaves and rakes to suggest a thatched roof. • Ornamented barge boards.
WALLS	• Imperfect smooth stucco, lap siding, masonry/brick, stone, or any combination thereof. • Material transitions may only occur at floor line breaks (i.e., at line between first and second floor). Wainscots or partial elements are not acceptable.	• Horizontal siding accents at gables and single massing elements. • Masonry as an entire massing element (i.e., chimney, gable end, etc.).
WINDOWS & DOORS	• Divided lights common on all windows. • Vertical windows, in groupings of twos to fives. • Head and sill trim used but rarely at jambs. • Entry doors accented by trim surrounds. • Arched entry door of carved wood.	• Soft arch windows. • Recessed windows. • Oriel accent windows. • Casement windows. • Mulled window groupings.
DETAILS	• Stone elements that mimic "built-over-time" architecture, such as combining stone with brick at building elements. (Stone scattered over stucco to mimic building age is not appropriate.)	• Shutters (each shutter must be sized to one-half of entire adjacent window width). • Exposed accent wood timbers and beams. • Cast concrete door surrounds, window trim accents, and/or lentils.

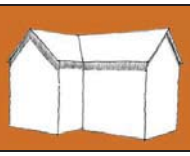
[1] *Minimum three enhanced elements per house are required.*

THE ENGLISH COTTAGE

SIDE GABLE

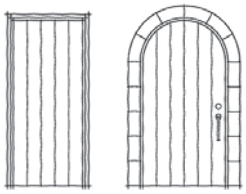


CROSS GABLE

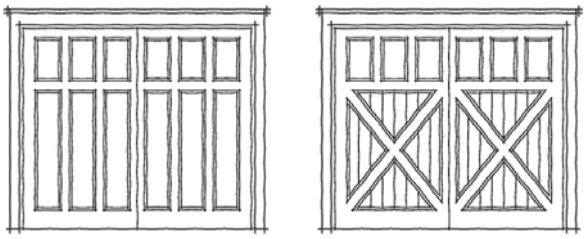


CENTER GABLE

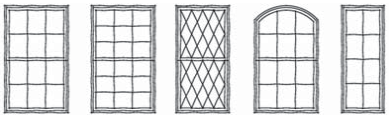
Entry Doors and Surrounds



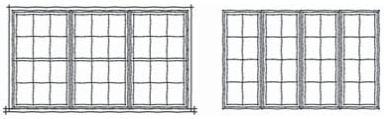
Garage Doors



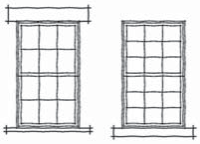
Window Patterns



Window Groupings

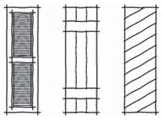


Window Surrounds



Chimneys

Shutters



THE ENGLISH COTTAGE

DETAILS

Deep Recessed Entry

Window with Shutters and Planter Box

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

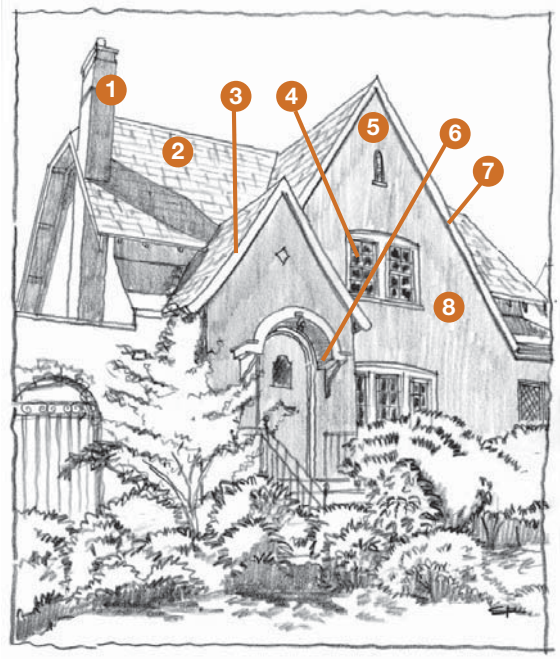
THE FRENCH COTTAGE

Distinctive Style Elements			
1	Chimney as Vertical Element	5	Steeply Pitched Forward Gable
2	Hipped Gable as Dominant Roof Form	6	Recessed Covered Entry Door
3	Bell Cast Eave	7	Tight Gable Overhangs
4	Divided Light Windows	8	Imperfect Smooth Stucco

HISTORY AND INTENT

The French Cottage is cozy, charming, and understated, more refined and sophisticated than the English Cottage yet still picturesque, recalling a storybook village. As with the English Cottage, the French Cottage is reminiscent of the European villages visited by the soldiers in World War I, and returned to the States with them. The Sacramento Park Neighborhoods are peppered with quaint examples, adding to the eclectic streetscape that is so admired.

This project aims to bring that nostalgic streetscape character to the next generation of Sacramento neighborhoods through a simple and idyllic representation of the French Cottage. This style is less rustic than its English counterpart, with an emphasis on more refined stucco and masonry applications.



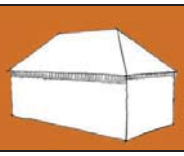
THE FRENCH COTTAGE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• One- or two-story. • Asymmetrical massing with steep hip roofs. • Deep recessed entry door.	• Asymmetrical gabled projection with bellcast eaves and sculpted stucco walls. • Turret element.
ROOF	• Steeply pitched roof (8:12 to 12:12). • Hip roof as dominant roof form, although gables can be introduced as accent elements. • Prominent dormers in a variety of forms: shed, hip, or gabled. • Tight gable overhangs (4" max) with slender, understated fascias (4" max). Eave overhangs can be broader (12" to 24") with a thin, crisp fascia line. • Composition shingle roofing.	• Hipped gables. • Eyebrow dormers. • Hip roof with engaged wall dormers. • Bell cast or flared eaves. • Composition roofing materials rolled around eaves and rakes to suggest a thatched roof. • Slate or material mimicking slate.
WALLS	• Smooth or imperfect smooth stucco or cement plaster as primary exterior finish material with stone or brick as accent materials. (Stone or brick scattered over stucco to mimic building age is not appropriate.)	• Smooth or imperfect smooth stucco, brick, or stone exterior material combinations with wood siding accents. • Painted brick.
WINDOWS & DOORS	• Casement and single-hung windows, arched accent windows enhanced with divided lights. • Traditional wood window head, jamb, and sill trims. • Tall window and/or French door assemblies in the front elevation. • Heavy wood paneled arched entry doors with metal detailing. • Arched entryways.	• Windows with wood planter boxes or embellished plant shelf details. • Round or oval accent windows. Accent windows may also be arched, flanked with arched wood shutters. (Each shutter must be sized to one-half of entire adjacent window width.) • Brick or stone window and door surrounds. • Balcony or windows with decorative metal railings and French doors.
DETAILS	• Chimney.	• Stone elements that mimic "built-over-time" architecture. (Stone or brick scattered over stucco to mimic building age is not appropriate.) • Copper detailing (i.e., dormer roof). • Brick or stone detailed chimney. • Heavy timber post and beam construction. • Recessed gable vents. • Leader heads at downspouts.

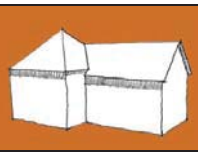
[1] *Minimum three enhanced elements per house are required.*

THE FRENCH COTTAGE

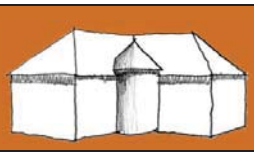
SYMMETRICAL HIP



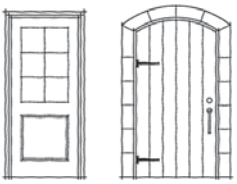
ASYMMETRICAL



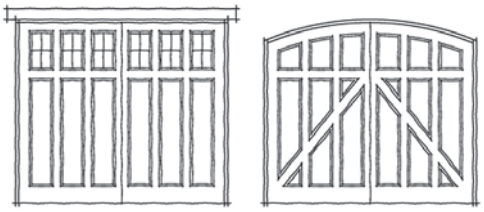
TOWERED

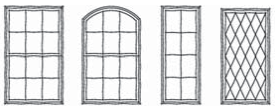


Entry Doors and Surrounds

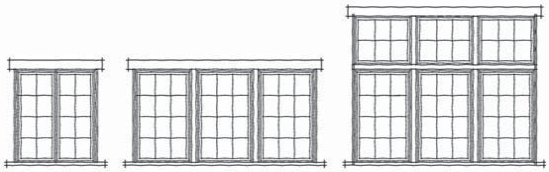


Garage Doors

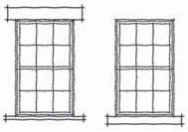




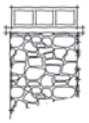
Window Patterns



Window Groupings



Window Surrounds



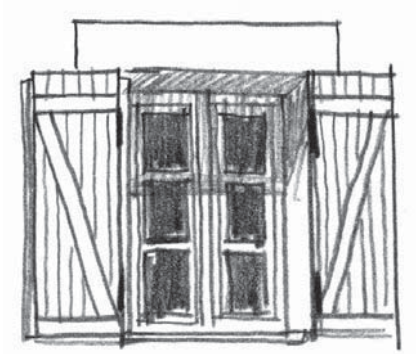
Chimneys

Shutters

THE FRENCH COTTAGE

DETAILS

Dormer



Recessed Window with Shutters

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

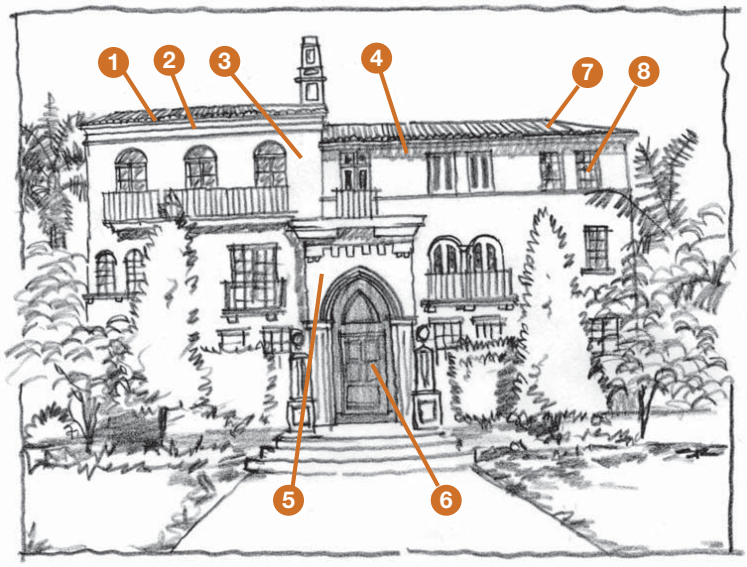
THE ITALIAN RENAISSANCE

HISTORY AND INTENT

The Italian Renaissance style was borne of the emergence of world travel in the late 1800's; with the ability to travel to Italy, Americans experienced the authentic architecture first hand, and the style gained popularity. The Italian Renaissance house type is less common to Sacramento and is generally found in the prestigious neighborhoods built as larger two-story houses. Local examples show restraint on simple symmetrical facades.

The Italian Renaissance style is intended to complement the community with the romantic flavor of the Mediterranean. Being more formal and vertical in nature, the Italian Renaissance style adds attractive contrast and an enhanced skyline, or "roof bounce," effect to the neighborhood.

Distinctive Style Elements			
1	Three-Story Form	5	Elaborate Entry Surround
2	Decorative Frieze	6	Recessed Entry Door
3	Smooth Stucco	7	Low Pitched Roof
4	Barrel Tile	8	Smaller Windows on Upper Floors



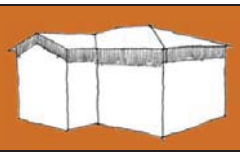
THE ITALIAN RENAISSANCE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• Two- or three-story forms. • Simple hipped roof with a flat, symmetrical front facade.	• Full-width loggia with a formal and elegantly detailed colonnade.
ROOF	• Low pitched roof (4:12 to 5:12). • Simple hipped roof. • Broadly overhanging (24" min), boxed eaves with brackets. • Barrel or S-shaped concrete tiles.	• Decorative brackets at eaves. • Hipped roof with single-story projecting wings (i.e., porte-cochère or sunroom). • Decorative frieze.
WALLS	• Smooth stucco.	• Masonry walls (typically yellow brick rather than red). • Horizontal rusticated base of stone or masonry.
WINDOWS & DOORS	• Formal window arrangement across full facade. • Symmetrical placement of windows. • Smaller windows on upper floors. • Classical door surrounds.	• Full-length first-story windows with arches above. • Palladian window arrangements. • Precast concrete door and window surrounds. • Pedimented door surround with columns. • Arched entry door.
DETAILS	• Belt course to accentuate horizontal emphasis of design.	• Roof-line balustrades. • Molded cornices. • Bracketed window cornices. • Pedimented windows. • Precast concrete belt course.

[1] *Minimum three enhanced elements per house are required.*

THE ITALIAN RENAISSANCE

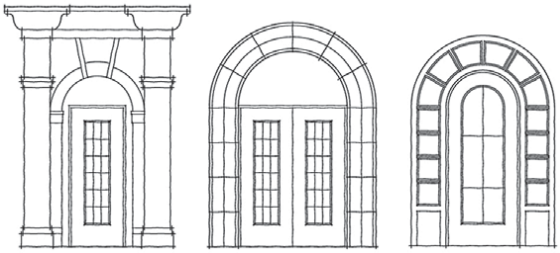
ASYMMETRICAL



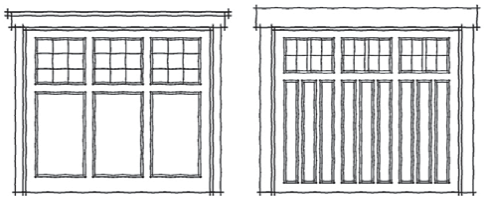
SIMPLE HIP

HIP WITH WINGS

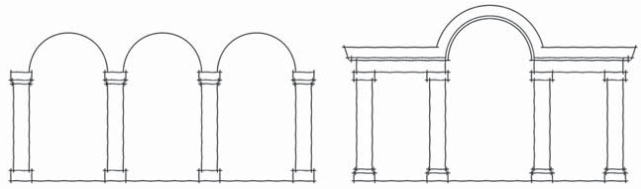
Entry Doors and Surrounds



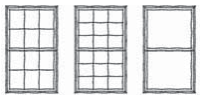
Garage Doors



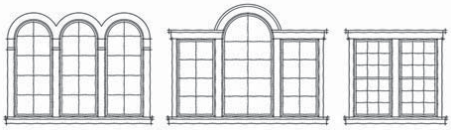
Porch Columns



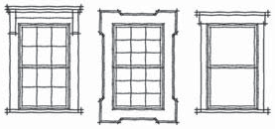
Window Patterns



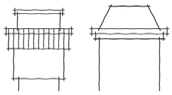
Window Groupings



Window Surrounds



Chimneys



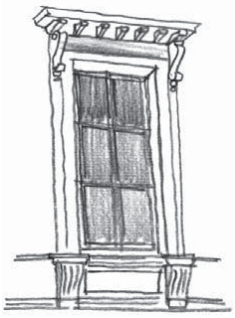
Shutters

THE ITALIAN RENAISSANCE

DETAILS

Window Grouping with Bracketed Eave

Door Surround



Window Surround

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

Multifamily Interpretation

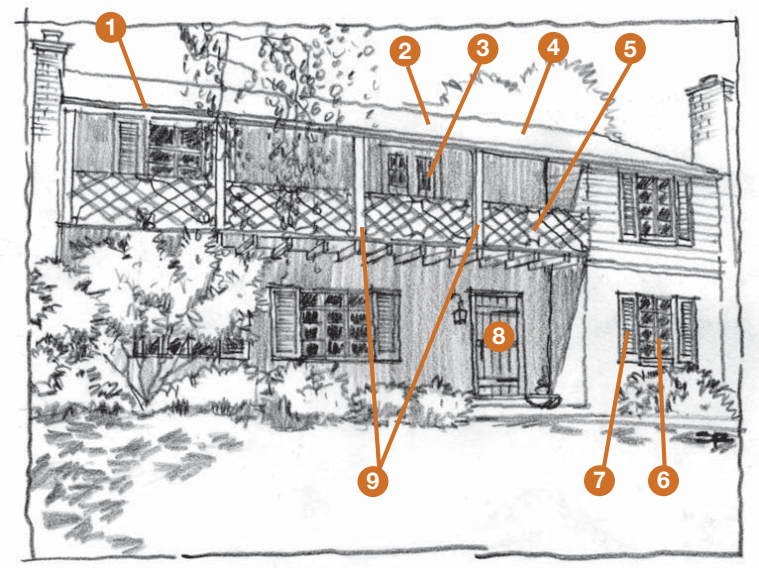
THE MONTEREY

Distinctive Style Elements			
1	Thin Eaves	6	Vertical Divided Light Windows
2	Low Pitched Roof	7	Louvered Shutters
3	French Doors Accessing Balcony	8	Rustic Plank Entry Door
4	Two-Story Rectangular Form	9	Decorative Posts and Beams at Cantilever
5	Cantilevered Second-Story Balcony		

HISTORY AND INTENT

The Monterey style blends the Hispanic cultures of original California residents with the influences brought to the west by the first European settlers. These homes are a juxtaposition of local indigenous materials with colonial detailing applied. The dominant feature of the Monterey style is the always present upper-story balcony element, which is contained within the principal roof form and cantilevered. The balcony is of heavy timbered construction, defining the structure.

The Monterey style is a direct link to the colonial heritage of California. These homes will be found on the larger lot sizes of the community, to provide an authentic representation of the style and its horizontal nature.



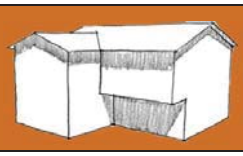
THE MONTEREY

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• Two-story, rectangular form. • Principal side gabled roof. • Cantilevered second-story balcony covered by principal roof.	• L-shaped form with front-facing cross gable.
ROOF	• Low-pitched gabled roofs (4:12 to 5:12). • Slate-look tile roof. • 12” to 16” overhangs. • Exposed rafter tails. • Thin eaves with either a half-round or ogee gutter.	• S-tile roof.
WALLS	• Smooth or imperfect smooth stucco is the dominant exterior finish.	• Brick at first floor that may be painted. • Horizontal wood siding at the upper floor. • Thickened walls.
WINDOWS & DOORS	• Paired windows in groups of twos or threes. • Tall vertical windows. • At least one pair of French doors accessing the balcony. • Rustic plank wood entry door.	• First floor arched picture window at cross gable.
DETAILS	• Fixed panel or louvered wood shutters. (Each shutter must be sized to one-half of entire adjacent window width.) • Wood railing at balcony to match posts and beams.	• Exposed decorative wood elements at balconies. • Ornate wrought iron railing at balcony.

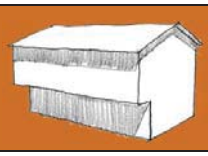
[1] *Minimum three enhanced elements per house are required.*

THE MONTEREY

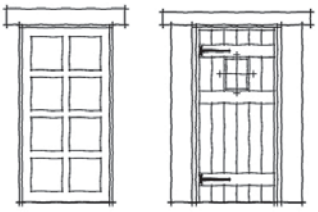
CROSS GABLE



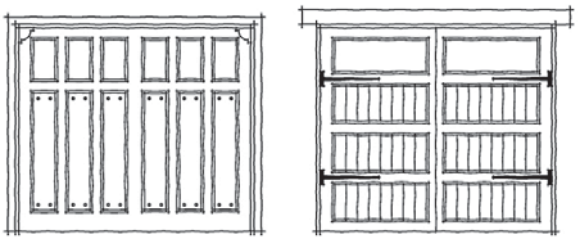
SIDE GABLE



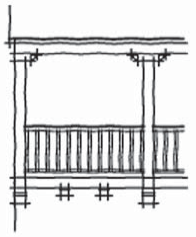
Entry Doors and Surrounds

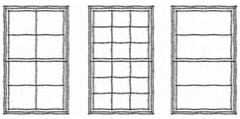


Garage Doors

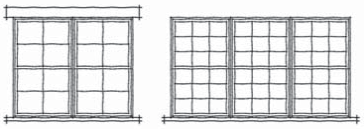


Porch Columns

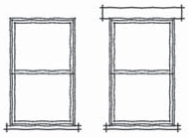




Window Patterns

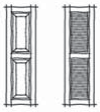


Window Groupings



Window Surrounds

Chimneys

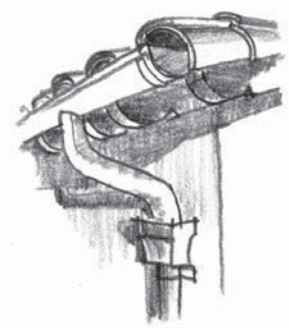


Shutters

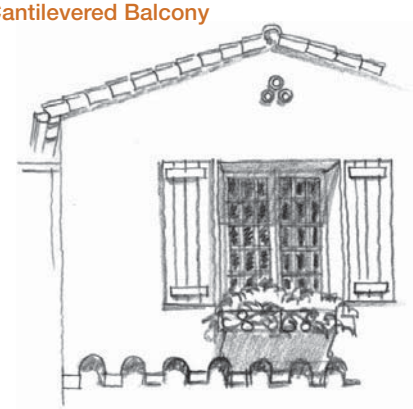
THE MONTEREY

DETAILS

Cantilevered Balcony



Rafter Tail and Downspout



Gable with Canales, Shutters, and Deep Recess

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

Multifamily Interpretation

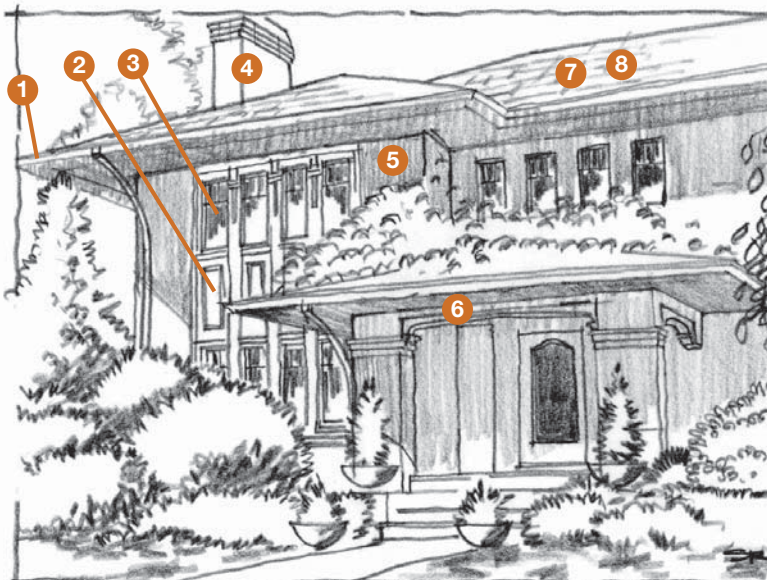
THE PRAIRIE

Distinctive Style Elements			
1	Long Soffited Eave Overhangs	5	Smooth Stucco
2	Panels Connect Upper and Lower Window Groupings	6	Raised Porch Extending from Main Building Form
3	Square or Rectangular Windows with Divided Lights	7	Two-Story Horizontal Massing
4	Massive Chimney Form	8	Low Pitched Roof

HISTORY AND INTENT

The Prairie style was borne of the Chicago Prairie School movement. The style is organic in nature, integrated with the land, using natural materials and abstracted nature forms. The Prairie emphasizes the integration of indoor and outdoor areas. Its trademark wide overhangs, appropriate for the Sacramento climate, typically identify the style. Although not as prevalent in the area as the Craftsman style, Sacramento Prairie homes are very distinctive and add a strong horizontal presence to the community.

The Prairie is found on the larger lots of the community, allowing room for the home to integrate with the land and create the horizontal lines so definitive of the style.



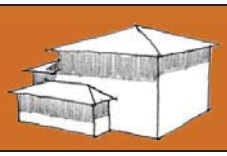
THE PRAIRIE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• One- or two-story with horizontal massing. • Secondary masses perpendicular to the primary forms.	• Porte-cocheres (where applicable) and raised porches extending out from the entry of the home. • Accentuated horizontal base extending out as a site or planter wall.
ROOF	• Long, horizontal low-pitched hip roofs with large overhanging eaves, emphasizing horizontal planes (3.5:12 to 4:12 roof pitch). • 36" minimum overhangs. • Gable roof forms are also appropriate. • Flat concrete tile with a shingle appearance.	• Terraces covered by primary roof form with massive rectilinear stone piers for roof support.
WALLS	• Smooth stucco in combination with ledge stone or masonry wainscot base. • Ledge stone used as post bases and fireplaces only.	• Extensive use of brick or ledge stone, used to emphasize the horizontal planes, with struck horizontal grout joints. • Cement plank lap siding is found in some examples.
WINDOWS & DOORS	• Square or rectangular windows with custom divided lights. • Grouping and arrangement of windows should emphasize the geometry of the elevation. • Ribbons of windows under deep roof overhangs. • Wood window and door trim.	• Clerestory windows. • Leaded glass inserts at entry.
DETAILS	• Massive chimney forms, wrapped in stone or brick. • Ornamental railings and gates. • Wood beams and brackets.	• Metal or wood fascia. • Carpenter detailing. • Style-specific unique lighting fixtures. • Low garden walls to enclose and frame outdoor living spaces.

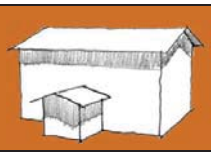
[1] *Minimum three enhanced elements per house are required.*

THE PRAIRIE

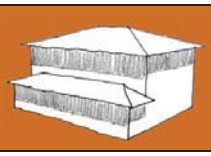
ASYMMETRICAL HIP



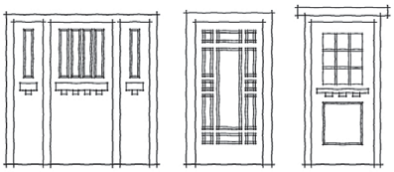
SIDE GABLE



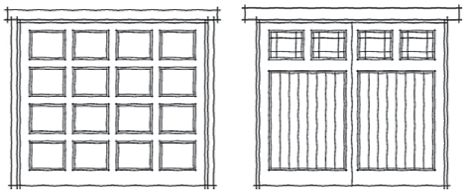
HIP WITH FRONT ENTRY



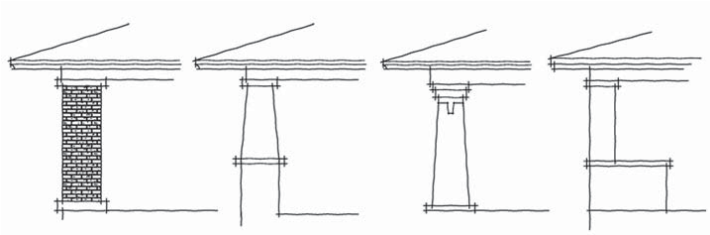
Entry Doors and Surrounds

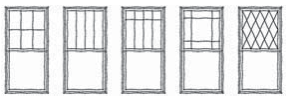


Garage Doors



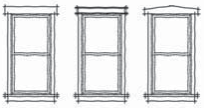
Porch Columns



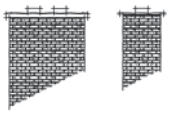


Window Patterns

Window Groupings



Window Surrounds



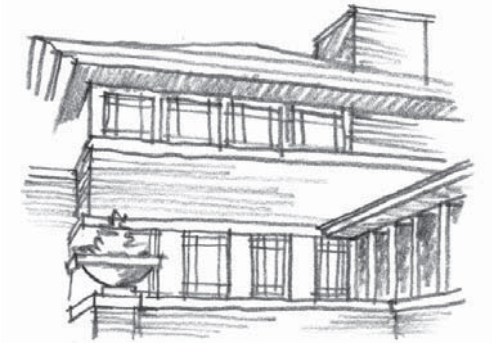
Chimneys

THE PRAIRIE

DETAILS

Massing with Hip Roof Form

Low Walls, Horizontal Banding, and Long Overhang



Massing with Horizontal Banding

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

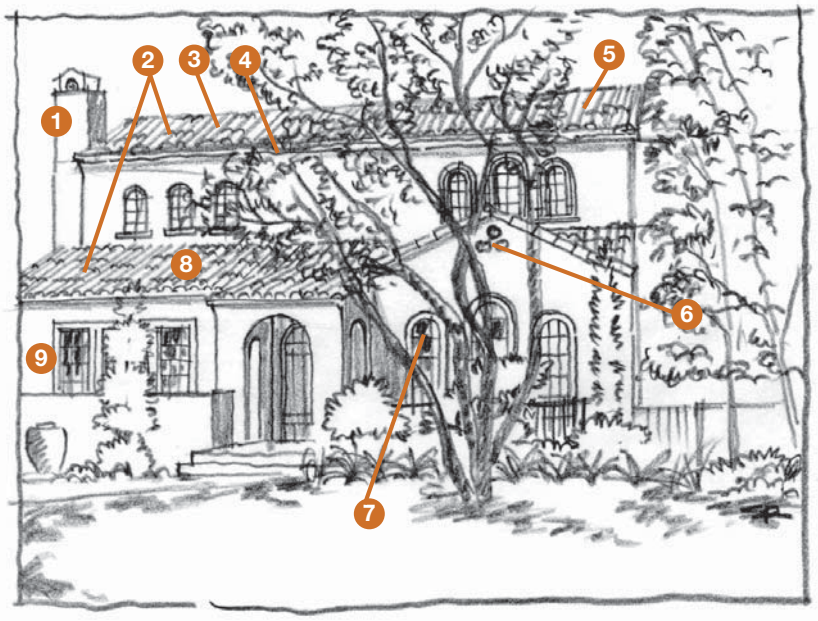
THE SPANISH ECLECTIC

Distinctive Style Elements			
1	Chimney with Elaborate Cap	6	Canales at Gable
2	One Story with Stepped Back Second Story	7	Arched Windows Grouped in Threes
3	Side Gabled Form	8	Barrel Tile Roof
4	Tight Overhangs	9	Imperfect Smooth Stucco
5	Low Pitched Roof		

HISTORY AND INTENT

The Spanish Eclectic house in California gained in popularity and sophistication in surface design after the 1915 Panama-California Exposition in San Diego. The Spanish Eclectic house is popular in all Sacramento Park Neighborhoods because of its adaptability of form and casual, playful character. Historic precedence can be drawn from a wide and diverse range of influences; region, chronology, and function (based on urban versus rural examples) all contribute to the evolution of the Spanish Eclectic style. Truly one of the most eclectic architectural styles, the Spanish Eclectic can vary from playful to exotic, bungalow to hacienda.

The Spanish Eclectic style will add to the intrinsic character and rich diversity of the streetscape. Offering an opportunity for bright colors and whimsical forms, the style will add a playful element to the neighborhood.



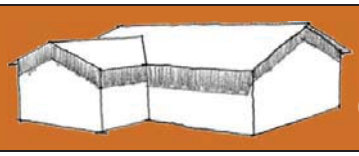
THE SPANISH ECLECTIC

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• One-, one-and-a-half (with strong one-story element and stepped back second story), or full two-story massing. (The form is not rigidly defined; this style can be applied to a wide variety of asymmetric building mass configurations.) • Roof form is predominately pitched, hipped, or gabled, but may also be parapeted.	• Massive chimney with buttressed form and elaborate cap with arched openings and small tiled roof. • Massive battered (tapered) chimney with finial chimney cap. • Recessed arcade along front elevation. • Arcaded wing wall. • Balconies.
ROOF	• Low pitched roof (3:12 to 5:12). • Simple flat, hip, or gable roof with one intersecting gable roof. • Overhangs are typically tight, but can be up to 18". • Fascia is either tight to the building (6" max) or nonexistent with rake tile providing the transition from wall to roof. • Flat concrete tiles. • Exposed rafter tails.	• Barrel or S-shaped concrete tiles.
WALLS	• Smooth or imperfect smooth stucco.	
WINDOWS & DOORS	• Feature recessed arched picture window or three grouped arched windows. • Vertical multi-paned windows or inserts at front elevations. • Window head and jamb trim is absent. • Modest (4" max) window sill trim.	• Accent beveled glass recessed window. • Single or grouped arched windows. • Decorative precast concrete door and window surrounds. • Heavy wood head trim at windows. • Thickened walls.
DETAILS	• Shaped rafter tails at feature areas. • Masonry vents. • Canales.	• Shaped rafter rails throughout. • Wrought iron balconies and accent details. • Arched stucco column porches. • Vibrant and colorful glazed Spanish tile accents.

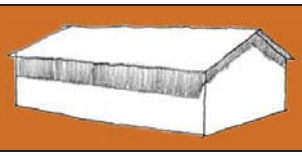
[1] *Minimum three enhanced elements per house are required.*

THE SPANISH ECLECTIC

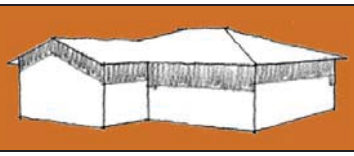
CROSS GABLE



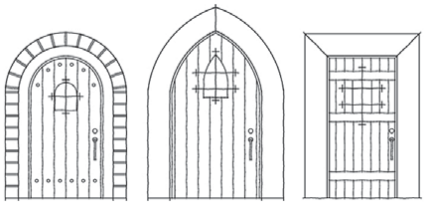
SIDE GABLE



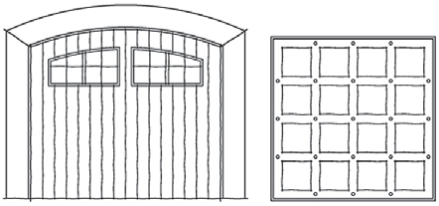
COMBINED HIP AND GABLE



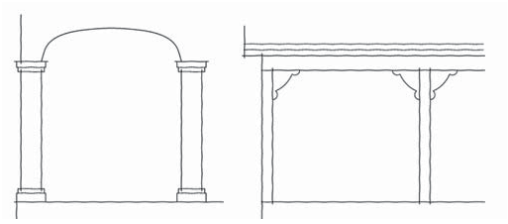
Entry Doors and Surrounds

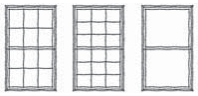


Garage Doors

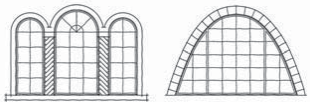


Porch Columns

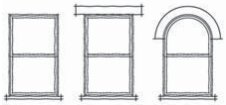




Window Patterns

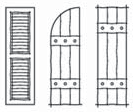


Window Groupings



Window Surrounds

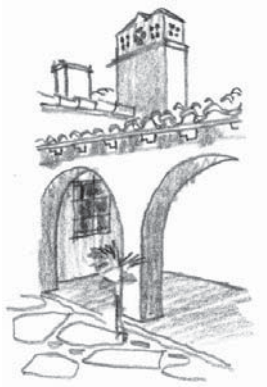
Chimneys



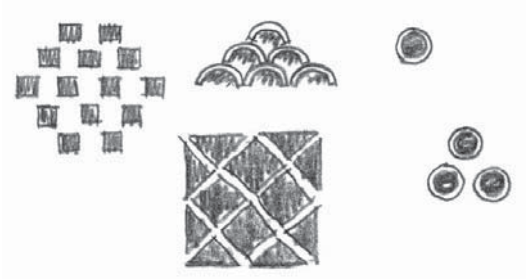
Shutters

THE SPANISH ECLECTIC

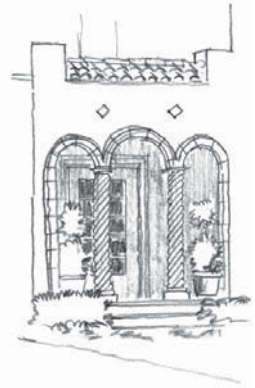
DETAILS



Arches and Chimney Elaboration



Decorative Vents



Deep Recessed Entry

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

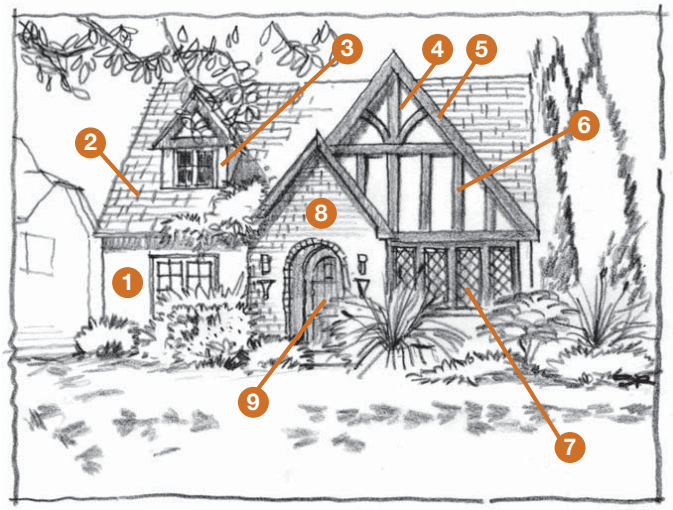
THE TUDOR REVIVAL

HISTORY AND INTENT

The Tudor Revival house was the most common design built in Sacramento during the 1920's and 1930's. The Tudor typically has a steeply pitched roof, with the principal roof being side gabled, and multiple asymmetric cross gables. The homes have applied half-timbering, many with face brick, and rarely with stone in Sacramento. Brick facing on Sacramento's Tudor homes is sometimes applied with contrasting dark colored bricks, painted brick, clinker bricks, and occasionally applied in a decorative pattern. Gabled dormers are common, with only modest eave extension. Windows tend to be vertically oriented, often with casements, and often with square gridded or diamond-pane leaded muntins. Tudor houses generally have prominent chimneys. Occasionally, Sacramento's Tudor houses have rolled roof edges that mimic thatched forms.

Incorporation of the Tudor Revival style will provide an opportunity to create picturesque cottages on smaller lots as well as stately manors on larger lots within the community.

Distinctive Style Elements			
1	Smooth Stucco	6	Decorative Half-Timbering
2	Steeply Pitched Main Roof	7	Diamond Grid Windows
3	Dormer	8	Brick at Entry or Dominant Element
4	Dominant Steeply Pitched Facade Element	9	Deeply Recessed Entry
5	Asymmetrical One-and-a-Half Story		



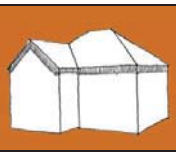
THE TUDOR REVIVAL

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• Asymmetrical, one-and-a-half to two stories, commonly with upper rooms in the roof. • Facade dominated by one prominent steeply pitched side-gabled roof, with multiple asymmetric steeply pitched cross gables. • Visible chimney as component of roof design.	• Small entry porch. • Side porches. • Dormer windows at upper floor. • Massive chimney as a significant form element.
ROOF	• Steeply pitched roof, with cascading cross gables. • 10:12 to 14:12 roof pitch. (8:12 pitch is acceptable on secondary roof forms.) • Modest eave overhangs (12" max) and tight gable overhangs (6" max). • Concrete shingles that are flat to resemble slate or thatch.	• Composition roofing materials rolled around eaves and rakes to suggest a thatched roof.
WALLS	• Smooth or imperfect smooth stucco wall cladding to appear as masonry. • Decorative half-timbering.	• Brick wall cladding (can be painted). • Brick first-story walls with stone, stucco, or wooden claddings on principal gables or upper stories. • Stone wall cladding as principal wall material with brick, stucco, or wooden trim. (Half-timbering is also common with this application.)
WINDOWS & DOORS	• Tall, narrow windows, usually in multiple groups of three or more, commonly located on or below the main gable on one- or two-story bays. • At least one diamond pane focal window. • Divided light windows. • Simple round-arched doorways with arched board-and-batten doors.	• Window casements of wood or metal. • Casement windows with diamond panes. • Renaissance detailing at doorways, such as small tabs of cut stone projecting into surrounding brickwork, giving a quoin-like effect. • Tudor arches at door surrounds or entry porches. • Small transoms above the main windows.
DETAILS	• Decorative half-timbering. • Use of a variety of wall materials is common, both for different vertical units and for different stories.	• Application of half-timbering elements depicting the structural composition of true post and beam construction. • Massive stone or brick chimney. • Chimneys crowned by decorative chimney pots. • Patterned brickwork or stonework.

[1] *Minimum three enhanced elements per house are required.*

THE TUDOR REVIVAL

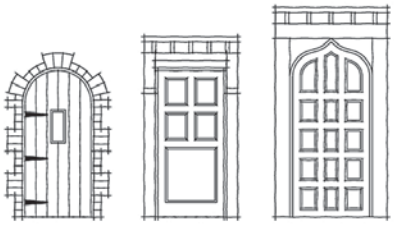
ASYMMETRICAL HIP



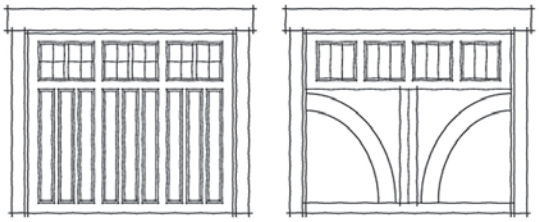
CROSS GABLE

CENTER GABLE

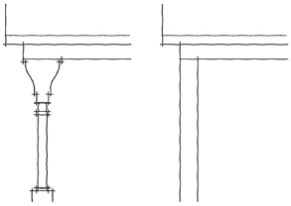
Entry Doors and Surrounds



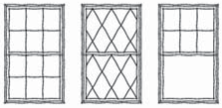
Garage Doors



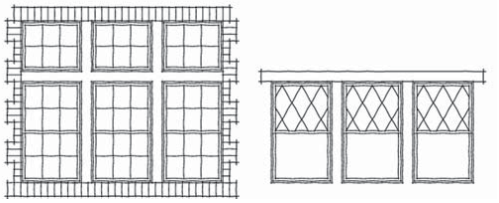
Porch Columns



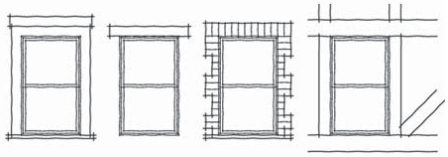
Window Patterns



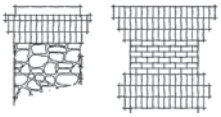
Window Groupings



Window Surrounds



Chimneys



THE TUDOR REVIVAL

DETAILS

Brick Deep Recessed Entry

Decorative Half-Timbering

Stone/Brick Raised Entry

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

Multifamily Interpretation

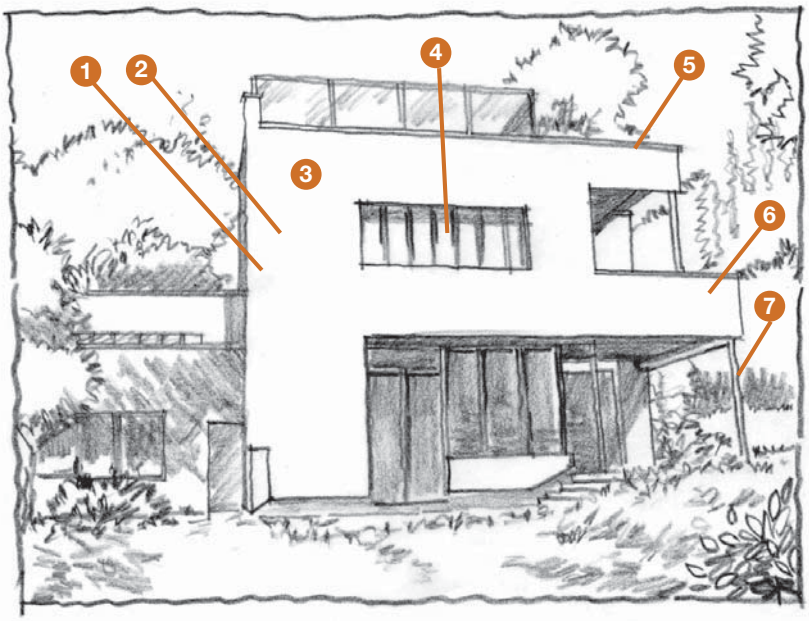
THE INTERNATIONAL

Distinctive Style Elements	
1	Composition Defines Form
2	Asymmetrical Form
3	Smooth Stucco Finish
4	Ribbon of Windows
5	Flat Roof
6	Cantilevered Recessed Areas
7	Plain Round Supports

HISTORY AND INTENT

The International style was the predominant of the Modernist styles in Sacramento. The International home is focused on geometry, based solely on form, proportion, and composition. The potential for mass appeal and mass production was inherent to the style; it represents everything that the Arts and Crafts movement did not. The International style has a flat roof, usually without coping at the roofline. Smooth, unornamented wall surfaces with no decorative detailing at doors or windows and an asymmetrical facade distinguish this modernistic style. In high-style International style houses, long ribbons of windows are common, sometimes wrapping around building corners. Large, floor-to-ceiling plate glass windows are also used. Cantilevered projections are favored, with sections of roof, balcony, or second stories dramatically jutting over the wall below.

The primary intent of the International style is to enhance the eclectic mix of architecture that comprises traditional Sacramento Park Neighborhoods.



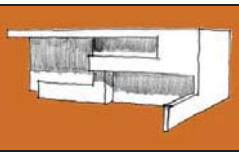
THE INTERNATIONAL

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• Composition of wall massings and voids, cantilevered roof planes, and large expanses of glass that define the form. • Asymmetrical facade.	• Sections of roof, balcony, or second stories dramatically cantilevered over the wall below.
ROOF	• Flat roof, usually without coping at the roofline. • Multiple roof levels in two-story applications.	• Areas of wide, boxed overhangs intersecting walls below the roofline. • Projecting cantilevered roof elements.
WALLS	• Smooth, unornamented wall surfaces with no decorative detailing at doors or windows. • Smooth stucco finish.	• Smooth board walls. • Smooth brick walls.
WINDOWS & DOORS	• Windows set flush with the outer wall. • Large window assemblies including fixed and operable sections. • Long ribbons of windows. • Front door not accentuated.	• Windows wrapping around building corners. • Large, floor-to-ceiling plate glass windows. • High, clerestory ribbon windows.
DETAILS	• Plain round supports for porches or portions of house.	• Cylindrical forms.

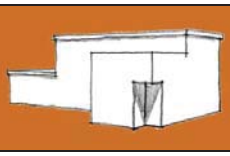
[1] *Minimum three enhanced elements per house are required.*

THE INTERNATIONAL

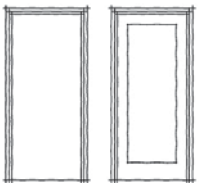
CANTILEVERED



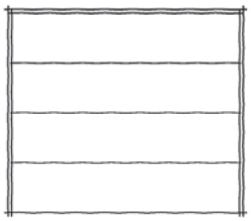
FLAT ROOF



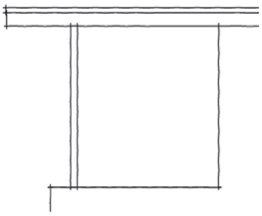
Entry Doors and Surrounds

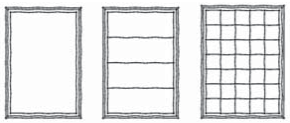


Garage Doors

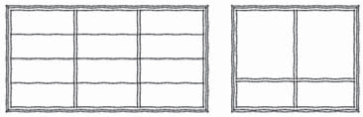


Porch Columns

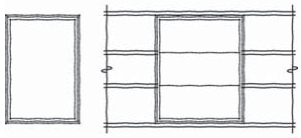




Window Patterns



Window Groupings



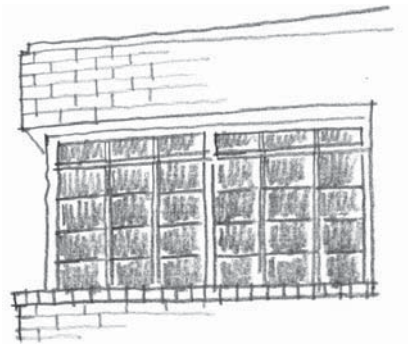
Window Surrounds

Chimneys

THE INTERNATIONAL

DETAILS

Massing/Supported Corner



Corner Window

Cantilevered Roof with Corner Window

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

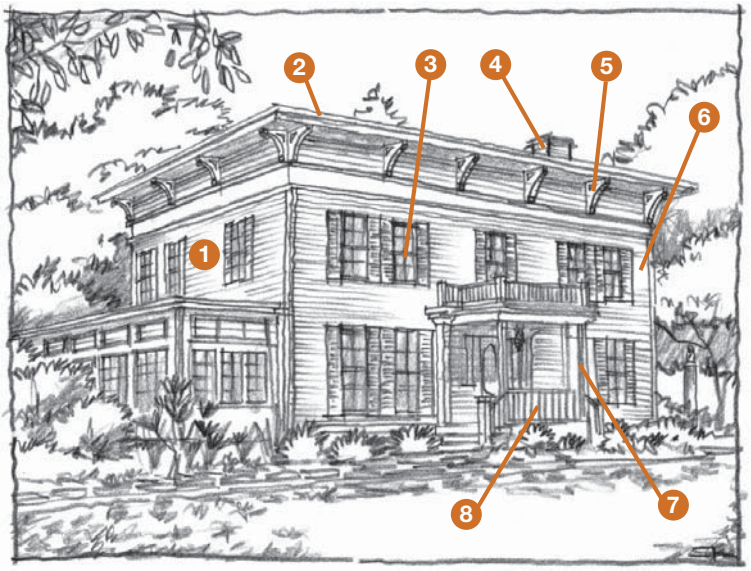
THE ITALIANATE

Distinctive Style Elements			
1	Tightly Spaced Horizontal Siding	5	Decorative Cornice with Brackets
2	Low Pitched Hipped Main Roof	6	Two-Story Formal Massing
3	Tall Narrow Windows in Pairs	7	Slender, Square Porch Columns
4	Brick Chimney	8	Entry Porch

HISTORY AND INTENT

Italianate houses built in the United States generally followed the informal rural styles of the picturesque movement. The style was most popular from 1855 to 1880, with Sacramento examples being built by the founders of the city. Examples range from high-style ornately detailed mansions to simple, elegant, and refined versions, both single family and townhomes.

The Italianate embodies the simple, elegant, and refined homes of early Sacramento. These homes bring a sophisticated and formal atmosphere to the neighborhood streetscape, presenting juxtaposition between more playful styles such as the Spanish Eclectic.



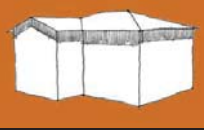
THE ITALIANATE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• Formal massing, whether asymmetrical or symmetrical, generally in two or three stories. • Hipped roof is the dominant form. • Single-story porches with slender square or round columns.	• L-shaped plan form with an engaged tower. • Porches that wrap corners.
ROOF	• Low pitched hip roofs up to 4:12. • Decorative cornice with brackets under wide overhanging eaves (18" min). Overhang size is predicated by cornice and bracket design and must be proportional in scale.	• Soffitted eaves with enhanced frieze detailing. • Cupola.
WALLS	• Generally tightly spaced (4"-6") horizontal siding. • Smooth stucco can also be used. • Tightly spaced horizontal siding or brick as accent materials.	• Brick or masonry wall cladding. • Balcony projections on upper floors.
WINDOWS & DOORS	• Tall narrow rectangular windows. • Single-hung pedimented windows with window crowns. • Paired or tripled windows are common.	• More elaborate built-up window trims. • Bay windows. • Paired or single doors with glazing and elaborate trims or pediments. • Windows may be flattened arch, segmented, or full arch.
DETAILS	• Repeated corbels and brackets. • Symmetrical arrangement of details.	• Large eave brackets arranged in pairs on a deep trim band elaborated with panels or moldings. • Louvered or paneled shutters. (Each shutter must be sized to one-half of entire adjacent window width.)

[1] *Minimum three enhanced elements per house are required.*

THE ITALIANATE

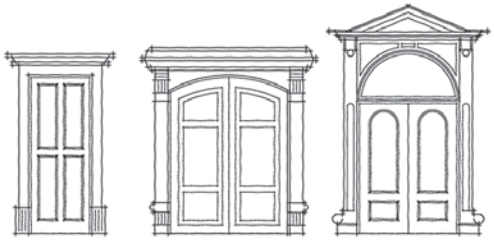
FORWARD GABLE



SIMPLE HIP

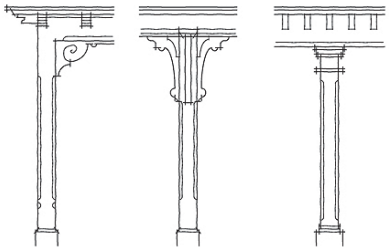
CENTER GABLE

Entry Doors and Surrounds

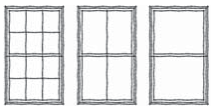


Garage Doors

Porch Columns

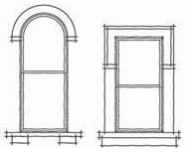


Window Patterns

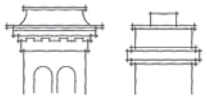


Window Groupings

Window Surrounds

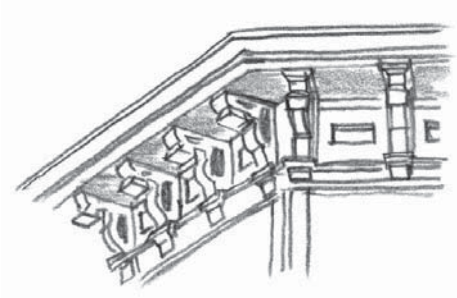


Chimneys



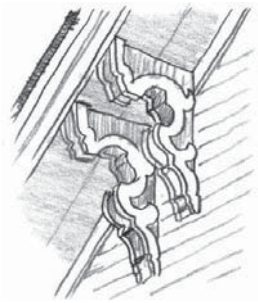
THE ITALIANATE

DETAILS



Eave Brackets

Entry



Gable Brackets

PICTORIAL EXAMPLES

Historical Representation

Present Day Interpretation

Multi-Family Interpretation

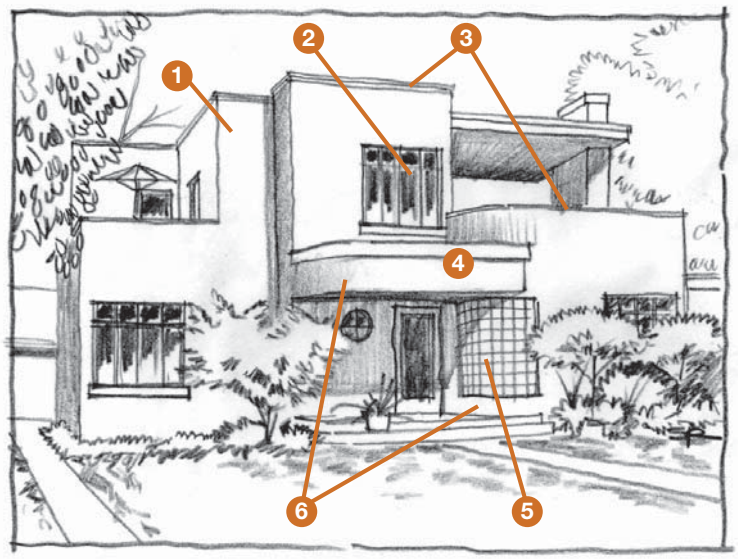
THE MODERNE

Distinctive Style Elements	
1	Asymmetrical Form
2	Continuous Windows at Corners
3	Flat Roof and Roof Decks
4	Cantilevered Entry Canopy
5	Glass Block as Accent
6	Curvilinear Form

HISTORY AND INTENT

The Modernistic styles that came of age in the 1930's are rare to Sacramento. Smaller cottage forms occasionally reveal the influence of the "Streamline" style, which gives the feeling that airstreams could move smoothly over the structure's smooth surface, curved corners, and horizontal emphasis. Moderne examples in Sacramento have rounded corner walls and glass block, and small round windows are common. All of the building's features, including horizontal grooves or lines in the walls and horizontal balustrade elements, give a streamlined emphasis. The facade is usually asymmetrical in design and windows are frequently continuous around corners. Glass blocks are not only used in windows, but also as entire sections of wall.

The Moderne style is intended to emphasize the eclectic and distinctive nature of the community.



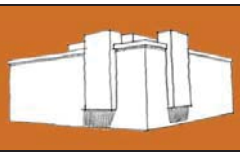
THE MODERNE

STYLE ELEMENTS	RECOMMENDED ELEMENTS	ENHANCED ELEMENTS[1]
FORM	• Asymmetrical facade based on a composition of solids and voids.	• One or more corners of the building curved.
ROOF	• Flat roof, usually with small ledge (coping) at the roofline.	
WALLS	• Smooth wall surface, usually of stucco.	• Horizontal grooves or lines in walls and horizontal balustrade elements to give a horizontal emphasis.
WINDOWS & DOORS	• Windows continuous around corners. • Glass blocks used in accent windows.	• Glass blocks used as entire sections of wall. • Small round windows. • Windows that curve along with curved building corners.
DETAILS	• Delicate steel columns as porch supports (where applicable). • Pipe railing where used. • Cornice details, usually of metal, at roofline or floating above entries. • Trim used to accentuate the forms and emphasize the geometry of the design, rather than to decorate windows and doors.	• Curvilinear forms. • Floating entry canopies.

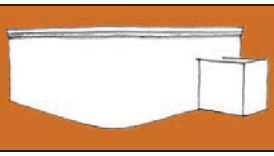
[1] *Minimum three enhanced elements per house are required.*

THE MODERNE

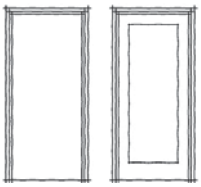
ART MODERNE



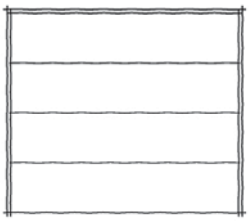
MODERNE



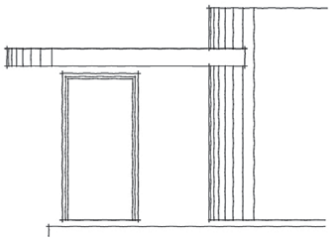
Entry Doors and Surrounds

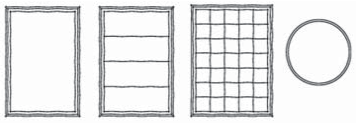


Garage Doors

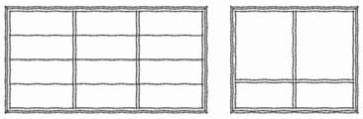


Porch Columns

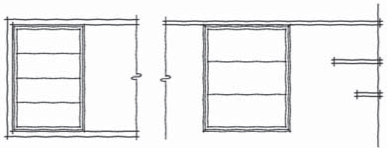




Window Patterns



Window Groupings

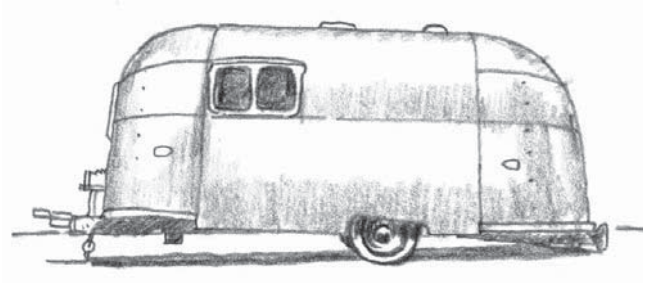


Window Surrounds

Chimneys

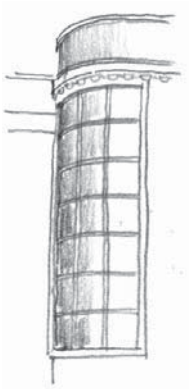
THE MODERNE

DETAILS



Moderne Design Aesthetic

Round Window, Elaborated Entry, and Decorative Banding



Rounded Corner Glass

PICTORIAL EXAMPLES

Historical Representation

Multifamily Interpretation

Present Day Interpretation

Chapter 7: Commercial Centers

7.1 INTRODUCTION

This chapter establishes the development standards, design guidelines, and architectural guidelines for commercial development within the Plan Area. The provision of commercial uses within the project supports the guiding principles of these PUD Guidelines by providing a mixture of uses to create community, promote sustainable practices, and reduce reliance on the automobile. A reduction in vehicular trips and associated reduction in VMT in turn contributes to the overall wellness of the community and larger region by reducing or eliminating travel times, encouraging alternative modes of travel to purchase goods and services, and improving air quality.

As illustrated by Figure 7-1, commercial development will occur at two locations within the Plan Area. The Community Commercial Center is located at the southwest corner of Jackson Highway and South Watt Avenue, while the Four Corners Village Center is located along the intersection of Rock Creek Parkway and Aspen Promenade within the heart of the community. Both commercial centers have been located along major roadways, with higher density residential as an integrated land use. In addition, as described

Figure 7-1: Commercial Locations

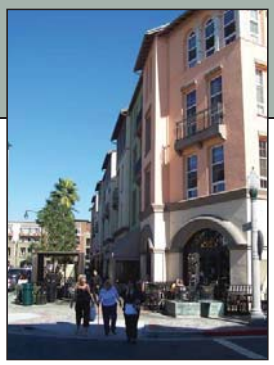
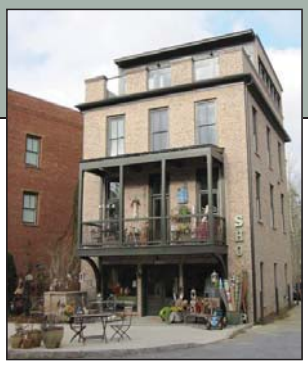
in greater detail in Chapter 5 of these Guidelines, transit service, trails, and shortcuts link these commercial centers to residential land uses in order to simplify access and further support the success of these commercial areas.

7.2 COMMERCIAL FRAMEWORK

7.2.1 COMMUNITY COMMERCIAL CENTER

The Community Commercial Center is located in the northeast corner of the Plan Area and is bounded on the north by Jackson Highway and on the east by South Watt Avenue. This location provides tremendous visibility and accessibility from adjacent roadways and major transit lines planned along both corridors. The internal circulation system of the Plan Area has been configured to facilitate access to and from commercial uses within the community.

The Community Commercial Center is intended to be grocer-anchored with various commercial/retail uses to meet the daily shopping and service needs of the community, while providing opportunities for mixed-use residential housing types as well. The proposed mixed-use nature of the site is intended to have second floor residential units over in-line commercial shops or live/work loft units facing the ring road. The inclusion of residential along the ring road can help enliven the Commercial Center and promote eyes on the street while providing for a smooth transition to residential uses along the ring road.

7.2.2 FOUR CORNERS COMMERCIAL

Commercial uses are intended to enliven and augment the land uses located within the Four Corners Village Center District. As described in Section 2.3.2 of these Guidelines, this central district has been designed to provide a lively combination of mixed-uses, neighborhood-oriented services, recreational areas, and the Urban Farm in order to support transit and foster community interaction.

This district is intended to provide a complementary mixture of high-density residential along with neighborhood-serving commercial, office, and personal service uses. Residential mixed-use may be either vertically or horizontally related (or a combination of both), and could include multi-family residential uses with ground floor retail and/or commercial uses on key corners or prominent locations on the site. This designation may also include live/work lofts with ground floor small-scale office and service uses that accommodate small business users and entrepreneurs.

7.3 DEVELOPMENT STANDARDS

7.3.1 PERMITTED USES

Permitted uses within the Community Commercial Center are as shown for the SC-SPD-PUD zone in the adopted New Brighton SPD Ordinance.

7.3.2 COMMUNITY COMMERCIAL CENTER HEIGHT AND AREA REGULATIONS

Lot Characteristics	Minimum Lot Area	No Req.	**Maximum Building Height**		45'/ 3 Stories
	Floor Area Ratio	.20-2.0	**Site Characteristics**	Parking Requirements[3]	Section 17.608
Principal Building Setbacks (Min.)[7]	Jackson Highway and South Watt Avenue	20'		Landscape Coverage[4]	No Requirement
				Landscape	Chapter 4[5]
	Other Public Streets	10'		Fences and Walls	Chapter 4[5]
	Internal Drives and Parking Areas	5'		Paving and Hardscape	Chapter 4[5]
	Interior Side/Rear (to Property Line)[1]	0'		Lighting	Chapter 4[5]
				Site Furniture	Chapter 4[5]
Encroachments	Outdoor Seating Areas[2]	0'		Parking Lot Landscaping	Chapter 4[5]
			Signage		Section 15.148[6]

[1] *If abutting a residential property the minimum interior side/rear setback shall be 15'.*
[2] *Outdoor seating areas may be located within setback areas but outside of right-of-way.*
[3] *Parking requirements shall conform to Section 17.608 of the City of Sacramento Planning and Development Code.*
[4] *Landscape areas may include outdoor public spaces. Shade coverage requirements differ, please see City of Sacramento Planning and Development Code.*
[5] *See Chapter 4 of these PUD Guidelines.*
[6] *Project signage shall conform to the City of Sacramento City Code (Title 15).*
[7] *All setbacks are measured from back of walk unless otherwise specified.*

7.3.3 PERMITTED USES

Permitted uses for the Four Corners Village Center District are as shown for the RMX-SPD-PUD Zone in the adopted New Brighton SPD Ordinance.

Notes:

1 *Mixed-use buildings are designed to a more pedestrian scale and may contain uses not typical to traditional commercial design. To this end, varying setbacks are encouraged to provide features such as courtyards, outdoor dining, and gathering spaces. See Chapter 4 of these PUD Guidelines.*

2 *All setbacks are minimum unless otherwise specified and apply to the entire building.*

3 *Landscape lighting and tower elements or other features may project higher than the maximum height by up to 10 feet, but for no more than 30 percent of any building frontage.*

4 *See Chapter 4: Landscape Design for landscape and lighting requirements.*

7.3.4 FOUR CORNERS VILLAGE CENTER DISTRICT HEIGHT AND AREA REGULATIONS		
Basic Criteria[1]		
Average Density (Net)	30 Units per Acre	
Minimum Open Space per Unit	75 Square Feet for Patios or Balconies	
Setbacks[2]		
Minimum to Public Street or Property Line (Back of walk)	One-Story	10’
	Two-Story	10’
	Three-Story	10’
Minimum to Interior Street/Private Drive	One-Story	5’
	Two-Story	5’
	Three-Story	5’
Minimum Building to Building	One-Story	10’
	Two-Story	15’
	Three-Story	20’
Garage Setback from Public Street		18’
Maximum Building Height	45’[3] or three-story. This dimension includes the height of the building from finished grade to top of ridge for sloped roofs.	
Site Characteristics		
Minimum Parking	Per City of Sacramento Planning and Development Code	

7.4 SITE DESIGN GUIDELINES

The creation of successful commercial areas is dependent upon crafting a mixture of unique tenants, memorable architectural styles, safe and easy access, and engaging activity areas which offer an opportunity to rest, gather, and socialize. If executed correctly, successful commercial areas can enliven a community and provide a focal point for its residents to enjoy.

The following design guidelines have been prepared to guide development of commercial locations within the Plan Area. They are derived from an evaluation of the best practices of several of the most successful neighborhood and community commercial areas across the nation. When utilized in conjunction with the Development Standards in Section 7.3 and the Architectural Guidelines in Section 7.5, they provide the framework for establishing the commercial areas as desirable destinations for residents and visitors.

7.4.1 BUILDING FORM AND ORIENTATION

- Buildings within the Community Commercial Center shall be oriented to reinforce a strong street edge while allowing for easy access to the interior of the commercial center.
- Buildings shall be designed to be highly visible from Jackson Highway and South Watt Avenue while providing easy access to and from these roadways.
- Buildings along the ring road (Sheet 31 on Tentative Map) shall address the roadway with building entries and facade articulation in order to avoid expanses of blank walls.
- Buildings shall have prominent entryways, windows, and arcades along plazas and high-traffic pedestrian areas to encourage pedestrian activity. Secondary facades and public entries should be located adjacent to the interior parking area.
- Buildings shall be clustered to create a concentrated, positive outdoor setting and should frame pedestrian spaces with their architectural form and massing.
- Buildings shall be designed to address transit stop locations and provide views and access.
- Primary facades of buildings along the exterior of the site shall be oriented to the street edge, whereas primary facades of buildings in the interior of the site should be oriented toward parking areas. Attractive facades and secondary entries, where appropriate, should

also be provided on the street side and wherever visible by the public to create visual appeal and facilitate pedestrian access.

- Buildings at corner locations shall have corner architectural treatments such as chamfered entryways, variations in building height, towers, or other architectural features that serve as landmarks.
- Large residential buildings adjacent to the street shall be designed with varied setbacks to avoid long, monotonous, featureless walls, and provide interest along the streetscape.
- Tenant spaces should be clearly identifiable and may utilize any number of techniques including:
  - Alternating building or roof heights between tenants.
  - Varying building facades through the use of color and material treatments, recessed entrances, and varying landscape and pedestrian areas.
  - Incorporating roof overhangs, window boxes, or arcades.
  - Building pilasters, columns, or piers between building bays.

7.4.2 CIRCULATION AND PARKING

Commercial areas will be designed to accommodate vehicular traffic in parking areas at the front of large-scale commercial buildings, with additional circulation routes that will accommodate pedestrians and bicyclists. An emphasis will be placed upon pedestrian connections to and from transit stops and adjacent residential areas.

- Overall site design shall use pedestrian circulation and activity as a primary organizing feature.
- Vehicular and pedestrian circulation from within the Plan Area shall be facilitated by a roadway connection to Rock Creek Parkway.
- Pedestrian connections shall be provided to Aspen Promenade, adjacent multi-family residential areas, and transit stops along Jackson Highway and South Watt Avenue.
- Major pedestrian access routes through large parking fields should be emphasized and clearly designated. This may be accomplished through a variety of means including, but not limited to, change of paving material and/or color, landscaping, and the use of special signage and lighting.

- The interior of the commercial center shall be configured to provide an internal open space and courtyard area that aligns and/or links to the Aspen Promenade Mini-Park.
- Bicycle routes through commercial areas should be clearly marked with pavement striping and signage.
- Bicycle parking should be provided at all anchor stores and equally distributed along anchor tenant storefronts. Bicycle parking should be easily visible from store entries, windows, and security locations.
- Transit stops should include amenities to encourage transit use including shelters, benches, lighting, and waste receptacles.
- Community information boards, or kiosks, providing information about transit, ride sharing, recreational opportunities, neighborhood events, etc., should be provided at high-traffic areas and in main gathering places within commercial areas.

7.4.3 LOADING AND SERVICE AREAS

Loading and service areas should be placed at the rear and/or side of commercial buildings, depending upon the design of the commercial site. Service and loading areas should be designed to minimize conflicts with vehicle and pedestrian routes. Functional service areas and prominent commercial entries of buildings should receive focused design attention and consideration and should be carefully located and well screened to reduce noise and view of loading areas.

- Loading space, trash, and recycling areas should not encroach into the public right-of-way or setback areas.
- Loading and trash areas should be located to minimize their visual impact on the community, either behind or at the side of buildings, and away from public and residential areas.
- Siting considerations should be given to the location of mixed-use residential and loading and service areas in order to minimize compatibility issues.

- Trash and recycling areas should be located adjacent to one another where possible.
- Loading space, trash, and recycling areas should be screened from public view by landscaping, decorative walls, or other means. Walls, if used, should be a minimum of 6' in height and should be constructed of a solid masonry material with a decorative exterior surface similar to that used on the primary buildings.
- Loading space, trash, and recycling areas should be well lit to promote safety and discourage loitering in these areas.
- A concrete apron should be constructed in front of each trash and recycling enclosure to facilitate pickup and protect adjacent asphalt.
- Service and loading areas should be designed to minimize conflicts with vehicles and pedestrians. Service areas should be screened from public view adjacent to residential land uses and public streets.

7.4.4 MIXED-USE ELEMENTS

Mixed-use projects will incorporate a variety of integrated architecture and planning elements to create an eclectic, vibrant, interactive area that draws not only the residents of the Plan Area, but also provides a destination for residents of surrounding neighborhoods as well.

- Plazas shall be integrated into building design and placed to allow for outdoor seating adjacent to cafés and restaurants.
- Judicious use of canopies and awnings is encouraged.
- Windows should be incorporated at the pedestrian level to promote a welcoming atmosphere.
- Access to units must be dedicated and separate from commercial/office uses (e.g., a single consolidated lobby entry or individual entry doors) with the exception of live-work units.
- The use of balconies and rooftop open space is encouraged.

Commercial Architectural Guidelines

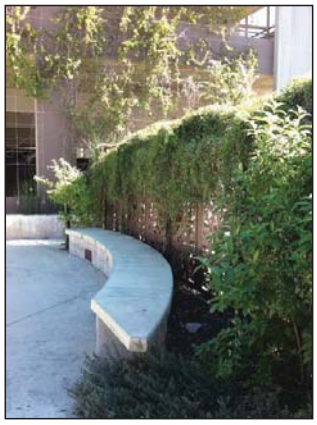
7.5 ARCHITECTURAL GUIDELINES

The commercial areas within the Plan Area provide an opportunity for a distinctive architectural palette consistent with the commercial architecture found in historic areas of Sacramento, including the Park Neighborhoods, Old Sacramento, downtown, and the farms that were prevalent in the area.

This section defines the recommended architectural styles for the commercial areas of the Plan Area and describes the key elements of each style. Variations in architectural style may be permitted, subject to review and approval by the Developer's Design Review Board. The commercial architectural palette includes the following styles:

- Industrial Warehouse
- Art Deco
- Agrarian
- River Delta
- Spanish Eclectic

While these styles are deeply rooted in history, there is room for appropriate levels of abstraction to these traditional commercial styles. The balance between maintaining the historical integrity of an architectural style and imposing a truly abstract interpretation is critical. This optimal balance can be achieved by simply updating the style with modern materials while maintaining the form. The building should still convey the root style, but the materials offer the opportunity to abstract the essence of the style while



creating a contemporary interpretation. The end result should be an eclectic retail and commercial environment that has the appearance of being built-over-time.

7.5.1 INDUSTRIAL WAREHOUSE

With the industrial revolution came the need for buildings to house the associated mass production. Borne of practicality and function, the utilitarian forms and box-like structures were in stark contrast to the Victorian buildings predominant at the time. A lack of detail and ornamentation is indicative of the industrial warehouse style, with the building materials and window form and arrangement serving to define the essence and distinction of the architecture.

Defining Elements

There are certain key elements and details that are characteristic of the industrial warehouse vernacular to consider when designing this style of building. Table 7-1 details these elements and a

Table 7-1

Defining Elements	
1	Divided Light Windows, Either Square, Rectangular, or Arched
2	Brick as the Primary Wall Material
3	Vertical and Box-Like Form with Minimal Setbacks
4	Horizontal Lines Emphasize the Building Geometry
5	Awnings Can Be Either Traditional or Contemporary
6	Accent Material at Wainscot to Create a Pedestrian Scale
7	Building Articulated with a Regular Pattern of Bays
8	Colored Window Mullions and Door Frames
9	Flat or Low-Pitched Roof with a Parapet Wall, with or without Minimal Vertical Articulation at the Front Facade
10	Signage and Murals Painted Directly on Building Walls

minimum of five of these defining elements shall be incorporated in Industrial Warehouse style architecture within the Plan Area.

Contemporary Interpretation

The industrial warehouse style lends itself to abstraction through material use and roof form. The basic building form should retain its box-like appearance, but the primary wall material could be metal or a less traditional masonry (such as yellow brick). The roof may take on a barrel form in a standing seam material or corten steel. Window patterns may be abstracted, but must still be ordered. The addition of outdoor space in the form of simple balconies is appropriate on the abstracted warehouse style.

Table 7-2

Defining Elements	
1	Barrel Roof Form in Standing Seam Metal
2	Metal as Primary Wall Material
3	Abstracted Window Patterns
4	Simple Balcony

7.5.2 ART DECO

The Art Deco style is a post-war representation of all things modern, luxurious, and decadent. The style was common in public and commercial buildings in the 1920's and early 1930's and can be seen throughout Sacramento. The style is highly decorative and ornamented, with quintessential patterns such as zigzags, sunbursts, Egyptian motifs, and chevrons.

Defining Elements

Art Deco architecture has specific characteristic patterns, forms, and details that are characteristic of the style and must be considered when designing this style of building. Table 7-3 details these elements, and a minimum of five of these defining elements shall be incorporated in Art Deco style architecture within the Plan Area.

Table 7-3

Defining Elements	
1	Vertical Elements, Which Can Extend Past the Roofline, to Define Building Sections
2	Stepped Cornice Detail
3	Recessed Accent Color and Pattern
4	Vertical Divided Light Windows
5	Tile as a Primary Building Material
6	The Art Deco Color Palette Consists of Cooler and More Metallic Colors
7	Horizontal Banding
8	Accent Patterns, Such as Chevrons
9	Vertical Tower Element
10	Rounded Building Form

7.5.3 AGRARIAN

With Sacramento's history of farmlands and ranches, examples of Agrarian style architecture are frequently found in old farmland areas. Barns, outbuildings, and old farmhouses are prime examples of this architectural vernacular. In addition to traditional interpretations, Agrarian style architecture also lends itself strongly to contemporary reinterpretation of traditional forms and use of innovative materials and applications, and designers are encouraged to explore such interpretations.

Defining Elements

Agrarian architecture has specific forms and details that are characteristic of the style and must be considered when designing Agrarian style buildings. Table 7-4 details these elements, and a minimum of five of these defining elements shall be incorporated in Agrarian style architecture within the Plan Area.

Table 7-4

Defining Elements	
1	Reclaimed Lumber
2	Heavy Beam as Header Element
3	Utilitarian Unornamented Awnings
4	Clerestory Windows
5	Divided Light Windows in Casual Arrangements
6	Rustic Doors with Heavy Forged Hardware
7	Saltbox Form
8	Contemporary Metal Siding
9	Reinterpreted Traditional Barn Form
10	Contemporary Metal Signage
11	Buildings Casually Arranged Around a Common Gathering Space
12	Rich Color Palette
13	Contemporary Awning Interpretation with Standing Signage
14	Low-Pitched Split Contemporary Roof Form
15	Aluminum Window Frames
16	Contemporary Tile as Primary Building Material
17	Poured-in-Place Concrete

Contemporary Interpretation

The Agrarian style lends itself strongly to interpretation and abstraction, with its utilitarian and casual forms. Traditional rural forms can take on contemporary proportions, with a narrow clerestory or a split roof; wall and roof materials can be re-interpreted by using self-rusting metals (such as corten, or cold-rolled steel) or wood siding with an unexpected exposure (very narrow or very wide); and colors can be abstracted and applied in unique ways, such as vibrant red doors, or entirely monochromatic dark buildings. Signage also presents an opportunity for contemporary abstraction through form, placement, and lighting.

7.5.4 RIVER DELTA

River cities such as Sacramento have a unique architectural vocabulary along the water. The architecture is casual and focused on the natural outdoor amenity, with large expanses of outdoor gathering spaces to enjoy the surroundings. Elements of the style have a distinctly southern touch and provide an opportunity for a whimsical flare through the use of lighter colors and details.

Defining Elements

River Delta style architecture has specific characteristics that are definitive of the style and must be considered when designing this type of building. Table 7-5 details these elements, and a minimum of five of these defining elements shall be incorporated in River Delta style architecture of the Plan Area.

Table 7-5

Defining Elements	
1	Balconies at Upper Floors
2	Dormer Windows
3	Unique Building Form Consistent with Street Curve
4	Casual Building Form with Wide Overhang
5	Large Awnings to Promote Outdoor Gathering
6	Expansive Balconies and Decks
7	Bermuda Shutters
8	Pastel Tropical Colors Blended with Whitewashed Finishes
9	Vertical Tower Element
10	Rounded Building Form

Contemporary Interpretation

The River Delta style is contextual and largely based on function and lifestyle, making it a highly adaptable style with ample opportunities for unique interpretation. A contemporary River Delta style can be achieved through simplified forms and highly ordered fenestration patterns, along with streamlined outdoor spaces with simple railings and contemporary awning or roof structures. The color palette also provides an opportunity for creating a contemporary twist to the style. The traditional River Delta style can be very vibrant and generous with color application, a contemporary interpretation can utilize more refined color palette with judicious splashes of accent colors in strategic locations, such as entryways or window surrounds.

7.5.5 SPANISH ECLECTIC

The Spanish Eclectic style is characterized by its asymmetrical and highly adaptable form and a casual, playful character. The style evolved based on region, chronology, and function, and can range from exotic to whimsical. Details are critical to the Spanish Eclectic style, with wood and metal elements throughout.

Defining Elements

The Spanish Eclectic style has specific details, forms, and characteristics that are definitive of the style and must be considered when designing Spanish Eclectic architecture. Table 7-6 details these elements, and a minimum of five of these defining elements shall be incorporated in Spanish Eclectic style architecture of the Plan Area.

Table 7-6

Defining Elements	
1	Flared Wing Walls
2	Recessed Entry Addressing the Corning
3	Arcades along Pedestrian Level
4	S-Tile Roof
5	Arched Windows Grouped in Threes
6	Second-Story Balcony Element with Heavy Wood Supports
7	Tower Element
8	Walled Courtyards

Contemporary Interpretation

Creating an abstracted Spanish Electric is an exercise in simplification and refinement. The contemporary interpretation removes much of the ornamentation of the style, concentrating any decorative elements at high-impact areas. For example, Spanish tiles, a common element of Spanish Eclectic architecture, may be present only at window sills or at stairs, leaving the remaining wall surface unornamented. The primary wall material is smooth stucco in a very rectilinear form. Colors can range toward a cooler palette rather than the traditional warm tones. Parapet roofs are very appropriate for the contemporary interpretation of this style and can offer opportunities for unique and vibrant outdoor spaces.

Glossary

Term	Definition
Arcade	A series of arches supported on piers or columns.
Architrave	The lowermost division of a classical entablature, resting directly on the column capitals and supporting the frieze.
Articulation	Variation in depth of the building plane, roof line, materials and/or height of a structure that breaks up a plain, monotonous area and creates patterns of light.
Asymmetry	The balanced arrangement of different architectural elements without a common axis.
Balustrade	A railing with supporting balusters.
Batten	A small board or strip of wood used for various purposes, as to cover joints between boards, support shingles or roofing tiles, or provide a base for lathing.
Bargeboard	See vergeboard.
Batter	A backward slope of the face of a wall as it rises.
Bellcast Eave	An eave which flares outwards in a bell shape.
Belt Course	A horizontal course of brick or stone flush with or projecting beyond the face of a building, often molded to mark a division in the wall.
Board and Batten	Siding consisting of wide boards or plywood sheets set vertically with butt joints covered by battens.
Box Cornice	A slightly projecting, hollow cornice of boards and moldings, nailed to rafters and lookouts.
Buttress	An external support built to stabilize a structure by opposing its outward thrusts.
Came	The divider bar used between small pieces of glass to make a larger glazing panel, as in leaded glass.
Canales	A waterspout projecting through, and beyond, the face of a parapet around the roof, used to drain rainwater from a flat roof.
Cantilever	A beam or other rigid structural member extending beyond a fulcrum and supported by a balancing member or a downward force behind the fulcrum.
Capital	The distinctively treated upper end of a column, pillar, or pier, crowning the shaft and taking the weight of the entablature or architrave.

Glossary

Term	Definition
Casement Window	A window sash opening on hinges generally attached to the upright side of its frame.
Character	Special physical features of a structure of area that set it apart from its surroundings and contribute to its individuality.
Chimney Termination Cap	A raised cover for a chimney, usually in the form of a slab or cornice.
Clerestory	A portion of an interior rising above adjacent rooftops and having windows admitting daylight to the interior.
Coping	The capping or top course of a wall, sometimes protecting the wall from weather.
Corbel	A brick or stone projecting from within a wall, usually to support weight.
Corner Board	A board against which siding is fitted at the corner of a frame structure.
Cornice	A decorative horizontal member or top course that crowns a wall of architectural composition.
Corona	The projecting, slablike member of a classical cornice, supported by the bed molding and crowned by the cymatium (the crowning member of a classical cornice).
Cupola	A light structure on a roof, serving as a belfry, lantern, or belvedere.
Dentil	Any of a series of closely spaces, small, rectangular blocks forming a molding or projecting beneath the coronas of a cornice.
Design Review	The comprehensive evaluation of a development and its impact on neighboring properties and the community as a whole, from the standpoint of site and landscape design, architecture, materials, color, lights, and signs, in accordance with a set of adopted guidelines and standards.
Divided Light Windows	Windows divided into single panes of glass set into individual frames. This effect can also be achieved through an integrated window grid.
Doric Columns	Columns characterized by heavy fluting columns with plain, saucer-shaped capitals and traditionally with no base in the Grecian version, but with the addition of a base in the Roman version.
Dormer	A projecting structure built out from a sloping roof, usually housing a vertical window or ventilating louver. Dormers can typically have shed or gable roofs.
Dovecote	A birdhouse for pigeons or doves.
Eave	The lower border of a roof that overhangs the wall.

Glossary

Term	Definition
Elliptical Oculus	Egg-shaped window.
Entablature	The horizontal section of a classical order that rests on the columns, usually composed of a cornice, frieze, and architrave.
Eyebrow Dormer	A low dormer having a roof that is an upwardly curving continuation of the main roof plane.
Façade	The exterior face of a building which is given special architectural treatment.
Fascia	Any broad, flat, horizontal surface, as the outer edge of a cornice or roof.
Fenestration	The arrangement, proportioning, and design of windows and doors in a building.
Finial	A relatively small, usually foliated ornament terminating the peak of a spire or pinnacle.
Frieze	A sculptured or richly ornamented band on a building.
Gable	The triangular portion of wall enclosing the end of a pitched roof from cornice or eaves to ridge.
Half-Timber	Battens or grids of boards to express the frame construction beneath.
Knee Brace	A diagonal member for bracing the angle between two joined members, being joined to each partway along its length.
Lap Siding	Siding composed of tapered boards, as clapboards, laid horizontally with the thicker lower edge of each board overlapping the thinner upper edge of the board below it.
Leaded Glass	Glass panels made by combining multiple small pieces of glass, which may be stained, textured, or beveled with cames.
Leader Head	The boxlike head of a downspout connected to a scupper or gutter.
Lentil	A horizontal support above an opening, such as a door or window.
Loggia	A colonnaded or arcaded space within the body of a building but open to the air on one side.
Masonry	Wall construction of materials such as stone, brick, adobe, and concrete.
Masonry Vent	Decorative clay tile gable end vents.
Mass / Massing	The three-dimensional form of a building. Massing often results from the combination of interior space requirements and the exterior architectural features.

Term	Definition
Mulled Window Groupings	Two or more windows attached together by the manufacturer to form a single unit.
Mullion	A slender vertical member that forms a division between units of a window, door, or screen.
Muntin	An element of a window; a strip separating panes of glass in a sash.
Ogee	A molding or gutter having a profile of a double curve in the shape of an elongated S.
Oriel	A bay window supported from below by corbels or brackets.
Outlooker	A beam extending outward from a main structure to support the projection of a floor or roof.
Palladian Window Arrangements	A window or doorway in the form of a round-headed archway flanked on either side by narrower compartments.
Parapet	The extension of the main walls of a building above roof level.
Pediment	A triangular decorative element above an entry surround, door, or window. A variation on the traditional triangular pediment is the segmental pediment, where the normal angular slop of the raking cornice is replaced by on in the form of a segment of a circle, in the manner of a depressed arch. Both traditional and segmental pediments have “broken” form variations, in which the raking cornice is left open at the apex.
Pergola	A structure of parallel colonnades supporting an open roof of beams and crossing rafters or trelliswork, over which climbing plants are trained to grow.
Pilaster	A shallow rectangular feature projecting from a wall, having a capital and a base and architecturally treated as a column.
Porte-cochère	A covered vehicular passageway leading through a building or screen wall into an interior courtyard.
Purlin	A longitudinal member of a roof frame for supporting common rafters between the ridge and the eaves.
Quoin	An exterior corner of a masonry wall, or one of the stones or bricks forming such an angle, usually differentiated from adjoining surfaces by material, texture, color, size, or projection.
Rafter	Any of a series of small, parallel beams for supporting the sheathing and covering of a pitched roof.
Rafter Tail	The lower, sometimes exposed, end of a rafter that overhangs a wall.

Glossary

Term	Definition
Rain Chain	An alternative to a downspout, typically either a series of metal cups, chained together with a hole in the bottom of each, or chain links that span vertically. Rain water run-off is distributed from a rooftop gutter downward through the rain chain.
Raised Barge	Raised placement of the barge rafter to create a termination edge for roof tile, so as to eliminate rake tile.
Rake	The inclined, usually projecting edge of a sloping roof.
Rake Tile	A roofing tile formed to cover the rake of a sloping roof.
Return, Eave / Cornice / Greek	The continuation of an eave or cornice around the gable end of a house.
Ridge Beam	A beam for supporting the upper ends of rafters at the ridge of a roof.
Roof Bounce	The aesthetically pleasing animated effect achieved by a street scene composed of homes with a variety of roof heights, pitches, and textures. Also referred to as a "Skyline Effect."
Roof, Cross Gable	A roof that has two or more gable rooflines that intersect.
Roof, Flat	A roof that is not pitched and the surface of which is generally parallel to the ground.
Roof, Gable	A roof sloping downward in two parts from a central ridge, so as to form a gable at each end.
Roof, Hip	A roof with sloping ends and sides meeting at an inclined projecting angle.
Roof, Shed	A roof having a single slope.
Sash	The fixed or movable framework of a window of door in which panes of glass are set.
Scupper	The opening in the side of a building, as in a parapet, for draining off rainwater.
Shake	Split wood shingles used as siding and arranged with an irregular bottom course edge.
Shingle Siding	Sawn wood shingles used as siding and arranged with a uniform bottom course edge.
Soffit	The underside of an architectural element, as an arch, beam, cornice, or staircase.
Starter Board	A projecting stringcourse, molding, or ledge placed at the base of a wall material, also referred to as the water table.
Stick Work	See half-timber.

Term	Definition
Struck Grout Joint	A mortar joint pressed in at the lower edge and sloping in the reverse direction from a weathered joint.
Symmetry	The balanced arrangement of similar elements around a common axis.
Texture	The surface characteristics of the exterior façade of a building created through the use of similar or differing materials and patterns usually expressed in terms of softness, smoothness, or roughness.
Tight Rake	A very narrow rake overhang at the gable end of a house.
Transom	A horizontal crossbar in a window, over a door, or between a door and a window.
Transom Window	A window above the transom of a doorway or other window built on and commonly hinged to a transom.
Trellis	A frame supporting open latticework, used as a screen or support for growing vines or plants.
Tudor Arch	A four-centered arch having an inner pair of curves with a radius much greater than that of the outer pair.
Turret	A small tower forming part of a larger structure; can begin some distance above the ground.
Vergeboard	A board, often carved, attached to the projecting end of a gable roof. Also called a bargeboard, verge rafter, or barge rafter.
Wainscot	A facing of material covering the lower portion of a wall, differing from the upper portion of the wall.
Weather Vane	An instrument attached to an elevated structure which rotates freely to show the direction of the wind. Although partly functional, weather vanes are generally decorative.
Weathered Grout Joint	A mortar joint smoothed by pressing the trowel in at the upper edge of the joint, forming a sloping surface that sheds water readily.

PUD Schematic Plan

LEGEND	Acres (gross)
Low Density Residential	86.0
High Density Residential	19.3
Residential Mixed Use	17.0
Commercial (0.25 - 2.0 FAR)	12.4
School (Underlying Residential Zoning)	9.8
Urban Farm	26.7
Open Space	28.8
Park	16.6
Major Roads	15.7
TOTAL	232.3

RESOLUTION NO.

Adopted by the Sacramento City Council

AMENDING THE CITY'S BIKEWAY MASTER PLAN TO INCORPORATE THE BIKEWAY NETWORK FOR THE ASPEN 1 PROJECT (P09-038)

BACKGROUND

A. On July 16, 2015 the City Planning and Design Commission held a public hearing in accordance with Government Code Section 65355 on the Aspen 1 project, and received and considered evidence, and forwarded to the City Council a recommendation to approve the Aspen 1 project.

B. On November 24, 2015 the City Council conducted a noticed public hearing in accordance with Government Code Section 65355, and received and considered evidence regarding the approval of the Aspen 1 project, which includes changes to the City's Bikeway Master Plan.

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

Section 1. Based on the verbal and documentary evidence received at the hearings on the Aspen 1 Project, the City Council finds that amending the City Bikeway Master Plan to establish the bikeway network as shown on the attached exhibit is consistent with the City's General Plan goals to:

1. Create and maintain a safe, comprehensive, and integrated bicycle system and support facilities throughout the city that encourages bicycling that is accessible to all.

2. Promote bicycling as a feasible transportation alternative which conserves energy, improves air quality, reduces traffic congestion, and improves public health.

Section 2. The Environmental Impact Report and Mitigation Monitoring Program for the Aspen 1 Project, which included the proposed changes to the City's Bikeway Master Plan, have been adopted by resolution as of the same date set out above.

Section 3. City Council hereby amends the City's Bikeway Master Plan to modify the Aspen 1 bikeway network as shown in Exhibit A.

Exhibit A – Aspen 1 Trails Plan

CLASS	SURFACE	DESCRIPTION
I	Paved	Off-street multi-use bicycle and pedestrian path. Class I trails are used in the Plan Area to faciliate access between the elementary school, urban farm, and powerline corridor trail system.
II	Paved	Signed on-street bicycle routes with a striped lane. Class II bicycle routes within the Plan Area include Jackson Highway, South Watt Avenue, Rock Creek Parkway, Aspen Promenade, and Collector Streets.
III	Paved	Signed on-street bicycle routes without a striped lane. Class III bicycle routes comprise all roadways within the Plan Area which do not have a separate striped lane.
N/A	Varies	Shortcuts vary in size and surface but are intended to provide an all-weather surface to facilitate pedestrian movement between uses and shorten travel distance.

RESOLUTION NO.

Adopted by the Sacramento City Council

RESOLUTION TO APPROVE THE ASPEN 1 PROJECT ENTITLEMENTS (P09-038)

BACKGROUND

A. On July 16, 2015, the Planning Commission conducted a public hearing on, and forwarded to the City Council its recommendation for approval of the Aspen 1 Project, and

B. On November 24, 2015 after giving notice as required by Sacramento City Code section 17.812.010 (2)(b), the City Council conducted a public hearing on the Project, receiving and considering evidence concerning it.

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

Section 1 Based on the verbal and documentary evidence received at the hearing on the Aspen 1 Project, the City Council approves the Project entitlements based on the findings of fact and subject to the conditions of approval as set forth below.

Section 2 The City Council approves the Project entitlements based on the following Findings of Fact:

A&B. Environmental Determination: The Environmental Impact Report and Mitigation Monitoring Plan for the Project have been adopted by Resolution No. _____.

C. The **Tentative Master Subdivision Map** to subdivide ±232.3 acres into 24 master parcels **is approved** based on the following Findings of Fact:

1. None of the conditions described in Government Code section 66474exist with respect to the proposed subdivision as follows:

   a. The proposed map is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code;

   b. The design and improvement of the proposed subdivision is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code;

c. The site is physically suitable for the type of development;

d. The site is physically suitable for the proposed density of development;

e. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

f. The design of the subdivision and the type of improvements are not likely to cause serious public health problems;

g. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

2. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code (Gov. Code §66473.5).

3. The discharge of waste from the proposed subdivision into the existing community sewer system will not result in a violation of the applicable waste discharge requirements prescribed by the California Regional Water Quality Board, Central Valley Region, in that existing treatment plants have a design capacity adequate to service the proposed subdivision (Gov. Code §66474.6).

4. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities (Gov. Code §66473.1).

5. The City has considered the effect of the approval of this tentative subdivision map on the housing needs of the region and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources (Gov. Code §66412.3).

D. The **Tentative Subdivision Map** to subdivide ±232.3 acres into 535 lots **is approved** based on the following Findings of Fact:

1. None of the conditions described in Government Code section 66474exist with respect to the proposed subdivision as follows:

a. The proposed map is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code;

b. The design and improvement of the proposed subdivision is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code;

c. The site is physically suitable for the type of development;

d. The site is physically suitable for the proposed density of development;

e. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

f. The design of the subdivision and the type of improvements are not likely to cause serious public health problems;

g. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

2. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, all applicable community and specific plans, Title 16 of the City Code, and all other applicable provisions of the City Code (Gov. Code §66473.5).

3. The discharge of waste from the proposed subdivision into the existing community sewer system will not result in a violation of the applicable waste discharge requirements prescribed by the California Regional Water Quality Board, Central Valley Region, in that existing treatment plants have a design capacity adequate to service the proposed subdivision (Gov. Code §66474.6).

4. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities (Gov. Code §66473.1).

5. The City has considered the effect of the approval of this tentative subdivision map on the housing needs of the region and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources (Gov. Code §66412.3).

E. The **Site Plan Review** to subdivide ±232.3 acres **is approved** based on the following Findings of Fact:

1. The design, layout, and physical characteristics of the proposed development are consistent with the general plan, in that it is consistent with the goals and policies of the proposed general plan land use designation of Traditional Neighborhood Medium Density and Suburban Center. The proposed lots meet the intent of the General Plan classifications as they will create opportunities for residential, commercial, and mixed-use development.

2. The design, layout, and physical characteristics of proposed development are consistent with all applicable design guidelines and with all applicable development standards in that the proposed lots comply with the applicable standards in lot size, width, and depth.

3. All streets and other public access ways and facilities, parking facilities, and utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards, in that the project has been analyzed by City departments and it is determined that all streets and other public access ways utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards.

4. The design, layout, and physical characteristics of the proposed development are visually and functionally compatible with the surrounding neighborhood, including the adjacent low density residential uses to the north and east.

5. The design, layout, and physical characteristics of the proposed development ensure energy consumption is minimized and the use of renewable energy sources is encouraged, in that the project proposes to redevelop an infill land. The project is advised, to the extent possible, incorporate green building methods in the construction of the proposed structures.

6. The design, layout, and physical characteristics of the proposed development are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance in that: 1) the site provides adequate circulation for vehicles and pedestrians, 2) the project will dedicate adequate open space the proposed residential units, and 3) the lot sizes are compatible with the future development proposed with the PUD Guidelines and schematic plan.

C. The **Tentative Master Subdivision Map** to subdivide ±232.3 acres into 24 master parcels **is approved is approved** subject to the following Conditions of Approval:

NOTE: **These conditions shall supersede any contradictory information shown on the Tentative Master Parcel Map or any contradictory provisions in the PUD guidelines approved for this project (P09-038). The design of any improvement not covered by these conditions or the PUD Guidelines shall be to City standard.**

The applicant shall satisfy each of the following conditions prior to filing the Final Map unless a different time for compliance is specifically stated in these conditions. Any condition requiring an improvement that has already been designed and secured under a City Approved improvement agreement may be considered satisfied at the discretion of the Department of Public Works.

The City strongly encourages the applicant to thoroughly discuss the conditions of approval for the project with their Engineer/Land Surveyor consultants prior to City Planning Commission approval. The improvements required of a Tentative Map can be costly and are completely dependent upon the condition of the existing improvements. Careful evaluation of the potential cost of the improvements required by the City will enable the applicant to ask questions of the City prior to project approval and will result in a smoother plan check process after project approval:

GENERAL: All Projects

C1. In accordance with City Code Section 16.24.090(c)(1), approval of this map by the Planning Commission is contingent upon approval by the City Council of all required Plan Amendments (if any), Zoning changes, and the Development Agreement. The Final Map may not be recorded unless and until such time as the City Council approves such required Plan Amendments (if any), Zoning changes, and the Development Agreement.

C2. Execute a Development Agreement to the satisfaction of the City of Sacramento and comply with and meet all the requirements of the Agreement.

C3. Comply with requirements included in the Mitigation Monitoring Plan developed by, and kept on file in, the Planning Division Office (P09-038).

C4. Pay off existing assessments, or file the necessary segregation requests and fees to segregate existing assessments, in accordance with the Development Agreement.

C5. Title to any property required to be dedicated to the City in fee shall be conveyed free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, taxes, assessments or other security interests of any kind (hereafter collectively referred to as "Encumbrances"), except as provided herein. The

applicant shall take all actions necessary to remove any and all Encumbrances prior to approval of the Final Map and acceptance of the dedication by City, except that the applicant shall not be required to remove Encumbrances of record, including but not limited to easements or rights-of-way for public roads or public utilities, which, in the sole and exclusive judgment of the City, cannot be removed and/or would not interfere with the City's future use of the property. The applicant shall provide title insurance with the City as the named beneficiary assuring the conveyance of such title to City.

C6. Place the following note prominently on the master parcel map:

"THIS MASTER PARCEL MAP DOES NOT AUTHORIZE CONSTRUCTION OF ANY IMPROVEMENT ON THE LAND SUBJECT TO THE MAP; PRIOR TO ANY IMPROVEMENT OR CONSTRUCTION, ALL REQUIRED LAND USE ENTITLEMENTS, INCLUDING BUT NOT LIMITED TO A SPECIAL PERMIT, MUST BE APPLIED FOR AND APPROVED, AND ALL APPLICABLE CONDITIONS OF APPROVAL MUST BE SATISFIED"

C7. Show all existing and proposed/required easements on the Final Map.

C8. Multiple Final Maps may be recorded. Prior to recordation of any Final Map all infrastructure/improvements necessary for the respective Final Map must be in place to the satisfaction of the Department of Utilities, Planning Division, and the Department of Public Works.

C9. Obtain and comply with abandonment clearance letters for the abandonment's on the Final Map. Letters shall be provided to the Department of Public Works.

DEVELOPMENT ENGINEERING: Streets (Anis Ghobril, Dept. Public Works, 808-5367)

C10. Submit a Geotechnical Analysis prepared by a registered engineer to be used in street design. The analysis shall identify and recommend solutions for groundwater related problems, which may occur within both the subdivision lots and public right-of-way. Construct appropriate facilities to alleviate those problems. As a result of the analysis street sections shall be designed to provide for stabilized subgrades and pavement sections under high groundwater conditions.

C11. Streets shall be sized and dedicated as follows:

a. **Jackson Highway**.
The applicant shall dedicate right of way for Jackson Highway as a 4-lane arterial roadway (99-foot) right of way with separated sidewalks. Additional dedications are required at signalized intersections and driveways to accommodate turn lanes and expanded intersections.

b. **South Watt Avenue**.

The applicant shall dedicate right of way for South Watt Avenue as a 6-lane arterial roadway (121-foot) right of way with separated sidewalks. Additional dedications are required at signalized intersections and driveways to accommodate turn lanes and expanded intersections.

c. **Aspen Promenade**
The applicant shall dedicate right of way for Aspen Promenade as a one lane roadway with bike lanes, parking and separated sidewalks in **each direction** (40.5-feet R.O.W/ each side, b/w to f/c of median) separated by a large median. The large median will be maintained by the HOA or other financing mechanism approved by the City.

d. **Rock Creek parkway**.
The applicant shall dedicate right of way for Rock Creek Parkway as a one lane roadway with bike lanes, parking and separated sidewalks in **each direction** (42.5-feet R.O.W/ each side, b/w to f/c of median) separated by a large median. The large median will be maintained by the HOA or other financing mechanism approved by the City.

e. **14th Avenue.**
The applicant shall dedicate right of way for the future extension of 14th Avenue at the north-west corner of the project as shown on the tentative map as a 4-lane arterial with no parking (99-foot R.O.W.)

f. **All other Roadways**.
The applicant shall dedicate right of way for all the other proposed roads as shown on the approved tentative map and to the satisfaction of the Department of Public Works.

NOTES: Dedication and construction of all streets shall be as required elsewhere in these conditions. The minimum right-of-way for any public street not mentioned above shall be 40'. The City will determine off-site improvement requirements prior to filing each subsequent map or phase. All roadways may require additional dedication at intersections for turn lanes.

C12. Multiple access points will be required for all phases of the Final Parcel Map to the satisfaction of the Department of Public Works. Dead end streets must be less than 500' in length and must include a turn-around approved by the Department of Public Works and Fire Department. Certain exceptions may be considered by Department of Public Works and the Fire Department on a case-by-case basis.

C13. Provide additional right-of-way for expanded intersections at intersections to be signalized and other locations specified by the Department of Public Works.

C14. Street shall be dedicated upon filing the first phase of the Master Parcel Map. Provide an Irrevocable Offer of Dedication (I.O.D.) for South Watt Avenue,

Jackson Highway, 14th Avenue, Rock Creek Parkway, and Aspen Promenade as stated in these conditions to the satisfaction of the Department of Public Works.

C15. For all proposed signals and improvements along Jackson Highway, The applicant will be required to coordinate and obtain an encroachment permit from Caltrans to do any work in their right of way (unless Jackson Highway is relinquished to the City prior to recordation of any Final Map). Additional dedication for turn lanes and equipment will be required and shall be shown on the required signal concept design report.

C16. All right-of-way and street improvement transitions that result from changing the right-of-way of any street shall be located, designed and constructed to the satisfaction of the Department of Public Works. The center lines of such streets shall be aligned.

C17. The design and placement of walls, fences, signs and Landscaping near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height. The area of exclusion shall be determined by the Department of Public Works.

C18. Developer is required to install permanent street signs to the satisfaction of the Public Works Department.

C19. Improvements shall be designed and constructed to City standards in place at the time that each subsequent final map is recorded. Improvements required for subsequent maps will be determined by the City for each of those maps.

C20. Streets adjacent to schools and parks shall allow for parking and have a vertical curb as determined by the Department of Public Works.

C21. The applicant shall make provisions for bus stops, shelters, etc. to the satisfaction of Regional Transit and the Department of Public Works.

C22. Construct traffic signals at the following intersections when required (if not already in place):

a. Jackson Highway and Rock Creek Parkway.
b. Jackson Highway and I.O.D # 33 (adjacent to Commercial Lot A).
c. South Watt Avenue and Rock Creek Parkway

NOTE: The Department of Public Works shall determine the need for signals, based on Caltrans signal warrants, prior to the recordation of each subsequent

phase. If warranted, signals shall be constructed as part of the public improvements for that phase. Signal design and construction shall be to the satisfaction of the Department of Public Works and may be subject to reimbursement as set forth in the Development Agreement. The applicant shall provide all on-site easements and right-of-way needed for turn lanes, signal facilities and related appurtenances.

C23. The applicant shall submit a signal design concept report (SCDR) per section 15.10 of the Cities Design and Procedures Manual to the Department of Public Works for review and approval prior to the submittal of any improvement plans involving traffic signal work. The SCDR provides crucial geometric information for signal design and should be started as early as possible to avoid delays during the plan check process.

C24. Dedicate a 12-feet I.O.D for “Future transit” on either side of Rock Creek parkway/median.

C25. Prior to submittal of improvement plans for any phase of this project, the developer’s design consultant(s) shall participate in a pre-design conference with City staff. The purpose of this conference is to allow City staff and the design consultants to exchange information on project design requirements and to coordinate the improvement plan review process. Contact the Department of Public Works, Development Services Section Plan Check Engineer at 264-7493 to schedule the conference. It is strongly recommended that the conference be held as early in the design process as possible.

PRIVATE/PUBLIC UTILITIES: (Yujean Kim, SMUD, 732-5027), (Salam Khan, SASD, 876-6094)

C26. Dedicate a standard 12.5 foot public utility easement (PUE) for underground and overhead facilities and appurtenances adjacent to Jackson Road and South Watt Avenue.

C27. Dedicate a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public right of ways.

C28. Label SMUD transmission line easement as a “Restricted Building and Use Area”.

C29. Connection to SASD sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction.

C30. Each parcel with a sewage source shall have a separate connection to the SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.

C31. A master plan level sewer study (Level II) and/or a more detailed subdivision level sewer study (Level III) will be required. SASD shall require the approved sewer studies prior to the approval of Final Map or submittal of improvement plans for plan check to SASD, whichever comes first. The sewer study shall demonstrate the quantity of discharge and any “flow through sewage” along with appropriate pipe sizes and related appurtenances from this subject and other upstream areas and shall be done in accordance with the SASD’s most recent “Minimum Sewer Study Requirements”. The study shall be done on a no “Shed-Shift” basis unless approved by SASD in advance and in compliance with District Design Standards.

C32. In order to obtain sewer service, construction of both on-site and off-site SASD sewer infrastructure will be required.

C33. Sewer easements, both onsite and offsite, will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20-ft in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.

C34. Private sewer service laterals will not be permitted to connect directly to the 60-inch diameter and 72-inch force mains located in South Watt Avenue or the 60-inch diameter force main located in Jackson Road.

C35. The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc.) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be responsibility of successors in interest in future land transfers and divisions and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If the repair is of decorative or stamped concrete, SASD will only replace with standard concrete.

C36. SASD requires their sewers to be located a minimum of 10-feet (measured horizontally from edge of pipe to edge of pipe) from all potable water lines. Separation of sewer lines from other parallel utilities, such as storm drain and other “dry” utilities (electrical, telephone, cable, etc.) shall be a minimum of 7-feet (measured horizontally from the center of pipe to the center of pipe). Any deviation to the above separation due to depth and roadway width must be approved by SASD on a case by case basis. Prior to recording the Final Map, the applicant shall prepare a utility plan that will demonstrate that this condition is met.

C37. All structures along private drives shall have a minimum 10-foot setback (measured horizontally from edge of collector pipe to edge of structure) so that SASD can properly maintain the sewer line.

C38. The trunk and collector sewer system for the project will not be accepted for operation and maintenance until the downstream sewer system serving the project is also accepted for operation and maintenance. All sewer facilities shall be accepted for operation and maintenance prior to issuance of a building permit.

CITY UTILITIES: (Robert Armijo, DOU, 808-1411)

C39. Provide standard subdivision improvements per Section 16.48.110 of the City Code. Construct water and drainage facilities to the satisfaction of the Department of Utilities (DOU). Off-site main extensions may be required.

C40. An assessment district, community facilities district or other financing mechanism approved in writing by the City must be formed for the purpose of constructing all common drainage facilities and/or maintaining certain drainage facilities within the project area and any additional drainage capacity or facilities required to accommodate development of the subject area in accordance with the drainage master plan for the project area and other applicable drainage plans and criteria for Aspen-1. For this purpose "other financing mechanism" includes but is not limited to a fully executed agreement approved as to form by the City Attorney, which provides for funding and construction of the said facilities, and which provides for posting or depositing with the City of unconditional security for performance of the landowner's obligations, which security is adequate in the sole and exclusive discretion of the City, and which is in a form acceptable to the City Attorney.

C41. The applicant and/or any successor shall fully participate in any financing mechanism, including but not limited to assessment districts, or community facilities districts formed for the purpose of financing the facilities specified in Condition (40) above, and any such mechanism formed for the purpose of financing the drainage facilities required under the Aspen-1 Drainage Agreement. For this purpose, "fully participate" requires that the applicant and/or successor shall, notwithstanding the provisions of Articles XIIIC and/or XIIID of the California Constitution, or any other applicable federal or state law, rule of regulation, waive and relinquish any right to protest or vote against the formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; actively participate in a positive manner in the proceedings for formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; and pay all taxes, assessments and/or fees levied pursuant thereto.

C42. Execute a drainage agreement with the City for the construction of common drainage facilities per the approved drainage plan and for the maintenance of

certain LID infrastructure. The drainage agreement shall be to the satisfaction of the DOU, The Department of Public Works, and the City Attorney. Common drainage facilities shall include, but are not limited to storm drain pipes serving all master parcels, discharge pipes, lake, detention/water quality basin, outfall structures, weir structures, and Low Impact Development (LID) Stormwater Facilities. LID Stormwater Facilities include but are not limited to rain gardens, rain barrels, vegetative swales, vegetative median swales, infiltration planters, bio-retention facilities, open space stormwater planters, disconnected roof drains, permeable pavement, and hydro-modification detention ponds. Points that should be addressed, to the satisfaction of the DOU, may include (but are not limited to):

a. Adherence by the applicant (and successors) to the master plan.
b. Maintenance of an offsite retention or detention basin.
c. Protection of Morrison Creek (managing flood volumes, water quality, and discharge flows).
d. Enabling the City to review, comment, and require corrections to the design of an ultimate drainage detention/retention basin with pump station that discharges to Morrison Creek in subsequent development proposals.
e. Hydromodification Planning Requirements.
f. Maintenance responsibilities of the City (e.g. drainage lines, on-site pump station(s), drop inlets) and the responsibilities of a Home/Business Owners' Association and/or a Community Facilities District (e.g. vegetative swales, tree planers, infiltration basins, surface drainage features, etc.).
g. Flood Hazard Mitigations Studies and Mitigation Planning
h. Levee Break Analysis requirements as an update or addendum to the Master Plan.

C43. The applicant has completed a drainage master plan for this site. The 10-year and 100-year HGL's for this study have been calculated using the City's SWMM model. All drainage lines shall be placed within the asphalt section of public-right-of-ways as per the City's Design Procedures Manual, unless otherwise approved by the DOU. The drainage master plan shows the sizes of all common trunk lines in the street right-of-ways. The drainage master plan includes basins designed and constructed for flood control and water quality treatment. The flood control volume has been established using the 100 year – 10 day storm and the 100 year -24 hour storm. Contact the DOU for the design criteria for future Master Plan updates. The applicant may amend or update the Drainage Master Plan to the satisfaction of the DOU. The DOU shall approve the drainage master plan and any phasing plan, if appropriate, included with the master plan for drainage infrastructure. All drainage improvements shall be consistent with the drainage master plan.

C44. In spring 2016, the proposed project is scheduled to be remapped into the 100-year floodplain, designated as an A zone by the Federal Emergency Management Agency (FEMA). The preliminary map panels 06067C0215J and 0192J, and 0195J showing the Aspen Basins in an A Zone were issued by FEMA on August 13, 2014. Within the A zone, the applicant shall determine the BFE

within the A zone to the satisfaction of the DOU. City Code Chapter 15.104 Floodplain Management Regulations require that any new construction of and/or substantial improvement to any structure located in Zone A must have the lowest floor, including the basement, elevated a minimum of one (1) foot above the BFE. Non-residential structures have the option of flood proofing to one (1) foot above the BFE in lieu of the elevation requirement. The applicant can apply for a Conditional Letter of Map Revision (CLOMR) with FEMA to return the area to a shaded X zone by complying with the regulations and requirement of FEMA. In a shaded Zone X area there are no flood restrictions.

PPDS: Parks (Mary de Beauvieres, Parks & Recreation, 808-8722)

C45. **Park Dedication – IOD**: Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) the applicant shall provide on City's form an irrevocable offer of dedication (IOD) of the parks sites identified on the Large Lot Tentative Map as Lots 4 and 6, comprising 1.8+/- acres and 14.8+/- acres, respectively. At the time of delivery of the IOD, the applicant shall (1) provide to City a title report demonstrating that it holds full and clear title to Lots 4 and 6, including all interests necessary for maintenance and access; (2) provide a Phase 1 environmental site assessment of Lots 4 and 6; (3) if the environmental site assessment identifies any physical conditions or defects in Lots 4 and 6 which would interfere with its intended use as a park, as determined by PPDS in its sole discretion, applicant shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of PPDS; and (4) take all actions necessary to ensure that Lots 4 and 6 are free and clear of any wetland mitigation, endangered or threatened animal or plant species, sensitive habitat or other development restrictions. The applicant shall be solely responsible, and at its sole cost, for any required mitigation costs or measures associated with Lots 4 and 6.

C46. **Payment of In-lieu Park Fee**: Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) the applicant shall pay to City an in-lieu park fee in the amount determined under SCC §§16.64.040 and 16.64.050 equal to the value of land prescribed for dedication under 16.64.030 and not satisfied by dedication. (See Advisory Note).

C47. **Improvements**: The applicant shall construct the following public improvements prior to and as a condition of City's acceptance of the park lot(s):

a. Full street improvements for Lot(s) 4 and 6 including but not limited to curbs, gutters, accessible ramps, street paving, streetlights, and sidewalks; and improved surface drainage through the site.

b. A concrete sidewalk and vertical curb along all street frontages that open onto Lot(s) 4 and 6. The sidewalk shall be contiguous to the curb (attached) for neighborhood parks and separated from the curb (detached) for community and

regional parks unless otherwise approved by PPDS.

c. Post-and-cable fencing or other appropriate fencing as identified for the perimeter of the Urban Farm in the New Brighton PUD Guidelines between Lot 6 and Lot 7 and between Lot 6 and Lot 8 as approved by PPDS. Refer to PPDS Post and Cable detail and specification.

d. A twelve inch (12") storm drain stub and six inch (6") sanitary sewer stub to the back of the sidewalk at Lot 4 and Lot 6 at a location approved by PPDS for future service. Number of stubs and locations to be approved by PPDS. Storm Drain and Sewer stubs are to be marked with a 3' high, white 4" x 4" post indicating stub or service location.

e. One water tap for irrigation, one water tap for domestic water, and electrical and telephone service to Lot 4, quantity and location as approved by PPDS. The irrigation water tap shall be 2-1/2 inches for park lots less than 4 acres in size; and the domestic water tap shall be 1 inch. Water taps and telephone and electrical services shall be marked with a 3' high, white 4" x 4" post indicating stub or service location. For Lot 6, a non-potable well shall be drilled for irrigation purposes and a pump house constructed, one water tap for domestic water, and electrical and telephone service to Lot 6 shall be provided, with the quantity and location as approved by PPDS. The well design shall be subject to the review and approval of PPDS.

f. A ten-foot (10') wide driveway into Lot 4 and Lot 6 at a location approved by PPDS. The driveway is to provide future maintenance access to the park.

g. Due to a history of mining, a geotechnical engineer and arborist report for Lots 4 and 6 shall be subject to the review and approval of PPDS. The report(s) shall evaluate the depth and quality of the soil on Lots 4 and 6 needed to sustain park landscaping and support typical park improvements. Recommendations shall be incorporated into the Grading Plan for the project. The Applicant shall rough grade Lots 4 and 6 as required by City Code to provide positive drainage as approved by PPDS.

C48. **Site Plan**: The applicant shall submit a site plan and electronic file showing the location of all utilities on the park/parkway sites to the PPDS for review and approval.

C49. **Design Coordination for PUE's and Facilities**: If a 12.5 foot public utility easement (PUE) for underground facilities and appurtenances currently exists or is required to be dedicated adjacent to a public street right-of- way contiguous Lots 4 and 6 or an existing park site, the applicant shall coordinate with PPDS and SMUD regarding the location of appurtenances within the PUE to minimize visual obstruction in relation to the park(s) and to best accommodate future park improvements. The applicant shall facilitate a meeting(s) with SMUD and PPDS

prior to SMUD's facilities coordinating meeting for the project.

C50. **Multi-Use Trail**: A multi-use trail and adjacent landscaping shall be dedicated and constructed as specified below and in compliance with the PPDS "Multi-Use Trail Design Guidelines" available by contacting PPDS.

a. Location and width of trail: A twelve foot wide multi-use trail shall be constructed to follow the power line corridor running in a generally northwesterly / southeasterly direction in the southwest quadrant of the project site (through Lots 6, 8 and 7), and along the southern boundary of Lots 9 and 18 and the northern part of Lot 19 to connect to South Watt Avenue. The trail system shall facilitate off-street access between the elementary school, urban farm, community park, and power line corridor trail system.

b. The multi-use trail shall be dedicated as a recreation easement (except on Lot 6 where no dedication for the trail shall be required) as approved by PPDS. At the time of dedication, the applicant shall (1) take all actions necessary to convey to and vest in the City full and clear title to the multi-use trail, including all interests necessary for maintenance and access; (2) provide a title report and title insurance insuring that clear title in fee is vested in the City at the time of dedication; (3) provide a Phase 1 environmental site assessment of the multi-use trail; (4) if the environmental site assessment identifies any physical conditions or defects in the multi-use trail that would interfere with its intended use as a multi-use trail, as determined by PPDS in its sole discretion, applicant shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of PPDS; and (5) take all actions necessary to ensure that the multi-use trail is free and clear of any wetland mitigation, endangered or threatened animal or plant species, sensitive habitat or other development restrictions. The applicant shall be solely responsible, and at its sole cost, for any required mitigation costs or measures associated with the multi-use trail.

c. The applicant shall submit and obtain PPDS approval of the alignment and design of the multi- use trail prior to submitting improvement plans for the trail.

d. The proposed multi-use trail shall comply with Class I bike trail standards, including regulatory signage, as defined in Chapter 1000 of State Department of Transportation Highway Design Manual. The trail shall be 12' of asphalt concrete paving, with clear, graded shoulders that are a minimum of 2' in width. Shoulders should be decomposed granite or an alternate material approved by PPDS. Pavement sections shall be determined by a geotechnical engineer's soil report and shall be as recommended by the report findings, but in no event less than 3" asphaltic concrete over 6" min of aggregate base, with a centerline stripe (refer to PPDS Trail detail and specification).

e. Vehicular access controls shall be placed at the entrance to all access points to the trail (refer to PPDS details and specifications for approved designs).

f. Wherever possible and as approved by PPDS and the Department of Utilities, multi-use trails shall be designed as joint-use with utility service roads utilizing the service roads aggregate base as the trail's aggregate base course. Applicant shall design the pavement to meet all required design loads.

g. Where a multi-use trail is located adjacent to the top of any embankment with a greater than 4:1 slope, the Applicant shall, at his expense, install a post-and-cable fence along the top of the embankment, between the embankment and the multi-use trail.

h. The Applicant shall disclose the location of the planned multi-use trail to all future/potential owners of parcels within the subdivision.

C51. **Park Master Plan Preparation**: Applicant shall prepare park master plans for the two public parks. The park master plans shall include the design and all associated calculations for the site's LID features and shall be prepared to the satisfaction of PPDS. The park master plan shall be approved by the PPDS, the Parks and Recreation Commission and City Council. The park master plans shall be designed to the appropriate neighborhood or community park standard as outlined in Table 18 of the City of Sacramento Parks and Recreation Master Plan 2005-2010 and as determined by PPDS. Park design shall comply with Crime Prevention through Environmental Design (CPTED) principles.

SPECIAL DISTRICTS: Assessment Districts (Mark Griffin, Finance Department, 808-8788)

C52. **Maintenance District**: The Applicant shall initiate and complete the formation of a parks maintenance district (assessment or Mello-Roos special tax district) to fully fund the maintenance costs of the parks on Lots 4 and 6, annex into an existing maintenance district that fully funds maintenance costs, or otherwise mitigate the project's impact on the City's park system to the satisfaction of the City Attorney. The Applicant shall pay all city fees for formation of a parks maintenance district. (Contact Finance Department, Public Improvements Financing Division, Special Districts Project Manager.) In assessment districts, the cost of neighborhood park maintenance is equitably spread on the basis of special benefit. In special tax districts, the cost of neighborhood park maintenance is spread based upon the hearing report, which specifies the tax rate and method of apportionment.

C53. With each phase of the Final Master Parcel Map dedicate to the City as an I.O.D. those areas identified on that phase of the Tentative Master Parcel Map as Open Space areas (Lots 1, 2, 5, 12, 18, 20, 21). Annex the project area to the appropriate Landscape Maintenance District, forming and funding an endowment, or other financing mechanism acceptable to the City, prior to recordation of the Final Map. Design and construct landscaping and irrigation in

dedicated easements or rights of way, to the satisfaction of the Public Works Department, Parks Planning, Design and Services (PPDS), and the Planning Division. Acceptance of the required landscaping and irrigation by the City into the Landscape Maintenance District shall be coordinated with the Department of Public Works, Finance Department (Special Districts and Development Services) and PPDS. The Developer shall maintain the landscaping and irrigation for two years or until acceptance by the City into the District (whichever is less). The two year period shall begin following the issuance of a notice of completion by the City for the landscaping and irrigation.

FIRE: (King Tunson, Fire Department, 808-1358)

C54. All turning radii for fire access shall be designed as 35' inside and 55' outside.

C55. Roads used for Fire Department access shall have an unobstructed width of not less than 20' and unobstructed vertical clearance of 13'6" or more.

C56. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities. CFC 503.2.3.

C57. Provide the required fire hydrants in accordance with CFC 508 and appendix C, Section C105.

C58. Provide secondary access. The chief is authorized to require two means of access for sites serving 40 or more dwelling units and/or when it is determined by the chief that access by a single road might be impaired by vehicle congestion. CFC 503.1.1

C59. Roads used for Fire Department access that are less than 28-feet in width shall be marked "No Parking Fire Lane" on both sides; roads less than 36-feet in width shall be marked on one side.

Street sections B,C,E,F, and I, do not meet this requirement. Provide the medians located on Aspen Promenade and Rock Creek Parkway with 2 feet of mountable curb. This will enable a fire apparatus to have a 20 foot clear access road.

MISCELLANEOUS:

C60. Prior to approval of improvement plans, the applicant shall submit to the Planning Director landscape plans for landscape corridors, open space areas and other public landscape areas (including designs for walls and fences) for review and approval by the Planning Director. Landscape plans shall comply with the PUD Guidelines. Final landscape plans for landscape areas shall be reviewed and approved by the Planning Director.

C61. City standard ornamental street lights (acorn style or alternate decorative style

approved by the Planning and Electrical Divisions) shall be designed and constructed by the applicant in accordance with Electrical Division requirements and to the satisfaction of the Department of Public Works.

ADVISORY NOTES:

The following advisory notes are informational in nature and are not a requirement of this Tentative Map:

1. Comply with Ch. 16.32.160 of the City Code regarding Master Parcel Map, Ordinance No.95-013, Dated March 1995.

2. Prior to the issuance of any building permits, provide the City with a copy of the certificate of payment of school fees for the applicable school district(s).

3. Trunk sewer design and construction may be reimbursed by SASD under the terms of a Reimbursement Agreement. Collector sewer design and construction may qualify to participate in future reimbursement (as in-lieu fee) from adjacent landowners. Prior to initiating design of any sewer facility, contact SASD for details. It will be necessary to schedule a meeting to discuss reimbursement requirements with appropriate SASD staff prior to any design. Failure to strictly comply with the provisions of the District Ordinances may jeopardize all sewer reimbursement.

4. Developing this property will require the payment of sewer impact fees. Impact fees shall be paid prior to filing and recording the Final Map or issuance for Building Permits, whichever is first. Applicant should contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.

5. Prior to occupancy within the subject area, all sanitary sewer, storm drainage, water, and floods control improvements shall be in place, fully functioning, and a notice of completion shall be issued by Public Works.

6. Many projects within the City of Sacramento require on-site booster pumps for fire suppression and domestic water systems. Prior to design of the subject project, the DOU suggests that the applicant request a water supply test to determine what pressure and flows the surrounding public water distribution system can provide to the site. This information can then be used to assist the engineers in the design of the on-site fire suppression system.

7. All public facilities shall be designed and constructed per City standards and procedures and approved by the DOU prior to acceptance of maintenance responsibilities.

8. Per Sacramento City Code, water meters shall be located at the point of service

which is located at the back of curb for separated sidewalks or the back of walk for connected sidewalks. Care should be taken in the design stage to ensure that the water meters are not placed in the LID facilities (tree planters, swales, rain gardens, and etc.).

9. As per City Code, acreage within an existing or proposed drainage area, easement, public right-of-way, or areas with 10% and greater slopes shall not receive parkland dedication credit. Quimby parkland credit can be granted only to "buildable acres.

10. As per City Code, the applicant will be responsible to meet his/her obligations regarding:

    a. Title 16, 16.64 Park Dedication / In Lieu (Quimby) Fees, due prior to approval of the final map. The Quimby fee due for this project is estimated at $2,177,433. This is based on 482 single family residential units and 883 multi-family residential units and an average land value of $115,000 per acre for the Community Plan Area, plus an additional 20% for off-site park infrastructure improvements, less acres in land dedication. Any change in these factors will change the amount of the Quimby fee due. The final fee is calculated using factors at the time of payment.

    b. Title 18, 18.44 Park Development Impact Fee, due at the time of issuance of building permit. The Park Development Impact Fee due for this project is estimated at $5,917,706. This is based on 482 single family residential units at $5,814 each, 883 multi-family residential units at $3,426 each and 222,000 square feet of commercial space at $0.41 per square foot. Any change in these factors will change the amount of the PIF due. The fee is calculated using factors at the time that the project is submitted for building permit.

    c. Community Facilities District 2002-02, Neighborhood Park Maintenance CFD Annexation.

11. The Developer shall be responsible for maintenance (weed abatement) of IOD Lots 4 and 6 until the time that the City records acceptance of the IOD.

12. Prior to issuance of building permits, the applicant shall pay fair share contribution toward the development of the high occupancy vehicles (HOV) lanes on US-50 from Watt Avenue to Howe Avenue (To be included in the Development agreement).

13. Prior to issuance of the first building permit, the applicant shall have a transportation management plan approved by the City that provides for transit connectivity to light rail and/or hi-bus transit service. The plan shall include a funding component for transit service operations. However, this condition shall not apply if the project site has been included in a new special district formed to

help finance transit connectivity improvements and services to light rail and/or hi-Bus from within the Aspen 1 project area, or annex to an existing special district for the same purpose, or the applicant has otherwise provided financing for such transit connectivity to the City's satisfaction (To be included in the Development agreement).

D. The **Tentative Subdivision Map** to subdivide ±232.3 acres into 535 lots **is approved** subject to the following Conditions of Approval:

NOTE: These conditions shall supersede any contradictory information shown on the Tentative Map or any contradictory provisions in the PUD guidelines approved for this project (P09-038). The design of any improvement not covered by these conditions or the PUD Guidelines shall be to City standard.

The applicant shall satisfy each of the following conditions prior to filing the Final Map unless a different time for compliance is specifically stated in these conditions. Any condition requiring an improvement that has already been designed and secured under a City Approved improvement agreement may be considered satisfied at the discretion of the Department of Public Works.

The City strongly encourages the applicant to thoroughly discuss the conditions of approval for the project with their Engineer/Land Surveyor consultants prior to City Planning Commission approval. The improvements required of a Tentative Map can be costly and are completely dependent upon the condition of the existing improvements. Careful evaluation of the potential cost of the improvements required by the City will enable the applicant to ask questions of the City prior to project approval and will result in a smoother plan check process after project approval:

GENERAL: All Projects

D1. Pay off existing assessments, or file the necessary segregation requests and fees to segregate existing assessments.

D2. Pursuant to City Code Section 16.40.190, indicate easements on the Final Map to allow for the placement of centralized mail delivery units. The specific locations for such easements shall be subject to review and approval of the Department of Public Works after consultation with the U.S. Postal Service.

D3. Private reciprocal ingress, egress, maneuvering and parking easements are required for future development of the area covered by this Tentative Map. The applicant shall enter into and record an Agreement for Conveyance of Easements with the City stating that a private reciprocal ingress/egress, maneuvering, and parking easement shall be conveyed to and reserved from all appropriate parcels at no cost, at the time of sale or other conveyance of either parcel.

D4. Comply with requirements included in the Mitigation Monitoring Plan developed by, and kept on file in, the Planning Division Office (P09-038).

D5. Meet all conditions of the existing PUD (P09-038) unless the condition is superseded by a Tentative Map condition.

D6. Show all continuing and proposed/required easements on the Final Map.

D7. Multiple Final Maps may be recorded. Prior to recordation of any Final Map all infrastructure/improvements necessary for the respective Final Map must be in place to the satisfaction of the Departments of Utilities, and Department of Public Works.

D8. Obtain and comply with abandonment clearance letters for the abandonment's on the Final Map. Letters shall be provided to the Department of Public Works.

Department of Public Works: Streets (Anis Ghobril, Department of Public Works, 808-5367)

D9. Submit a Geotechnical Analysis prepared by a registered engineer to be used in street design. The analysis shall identify and recommend solutions for groundwater related problems, which may occur within both the subdivision lots and public right-of-way. Construct appropriate facilities to alleviate those problems. As a result of the analysis street sections shall be designed to provide for stabilized subgrades and pavement sections under high groundwater conditions.

D10. Construct standard subdivision improvements as noted in these conditions pursuant to section 16.48.110 of the City Code. All improvements shall be designed and constructed to the satisfaction of the Department of Public Works. Improvements required shall be determined by the city. The City shall determine improvements required for each phase prior to recordation of each phase. Any public improvement not specifically noted in these conditions or on the Tentative Map shall be designed and constructed to City standards. This shall include street lighting and the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk per City standards to the satisfaction of the Department of Public Works.

D11. Streets shall be sized, dedicated and constructed as follows:

a. **Jackson Highway**.
The applicant shall dedicate right of way for Jackson Highway as a 4-lane arterial roadway (99-foot) right of way with separated sidewalks. Additional dedications are required at signalized intersections and driveways to accommodate turn lanes and expanded intersections.

b. **South Watt Avenue**.
The applicant shall dedicate right of way for South Watt Avenue as a 6-lane arterial roadway (121-foot) right of way with separated sidewalks. Additional dedications are required at signalized intersections and driveways to accommodate turn lanes and expanded intersections.

c. **Aspen Promenade**
The applicant shall dedicate right of way for Aspen Promenade as a one lane roadway with bike lanes, parking and separated sidewalks in **each direction** (40.5-feet R.O.W/ each side, b/w to f/c of median) separated by a large median. The large median will be maintained by the HOA or other financing mechanism approved by the City.

d. **Rock Creek parkway**.
The applicant shall dedicate right of way for Rock Creek Parkway as a one lane roadway with bike lanes, parking and separated sidewalks in **each direction** (42.5-feet R.O.W/ each side, b/w to f/c of median) separated by a large median. The large median will be maintained by the HOA or other financing mechanism approved by the City.

e. **14th Avenue.**
The applicant shall dedicate right of way for the future extension of 14th Avenue at the north-west corner of the project as shown on the tentative map consistent with a 4-lane arterial street section with no parking.

f. **All other Roadways**.
The applicant shall dedicate right of way for all the other proposed roads as shown on the approved tentative map and to the satisfaction of the Department of Public Works.

D12. At its discretion, the City may require the inclusion of traffic calming devices along residential streets, to be constructed as part of the public improvements. These devices may include, but are not limited to, traffic circles, undulations, etc. Undulations will be required on certain streets adjacent to school/park combinations, as determined by the Department of Public Works.

D13. The applicant shall provide for traffic control at all intersections per the recommendation of the traffic analysis and to the satisfaction of the department of Public Works.

D14. All new driveways shall be designed and constructed to City Standards to the satisfaction of the Department of Public Works.

D15. The applicant shall construct all proposed private alleys (in asphalt) (Lots MM, NN, OO, PP, QQ, LL, RR, SS, TT, UU, VV, WW, AAA, ZZ, YY, XX) and shall

meet the city's required structural section to the satisfaction of the Department of Public Works. All alleys shall be maintained by the HOA and/or another funding mechanism acceptable to the City. If the alleys are to be made public, then, they would need to be constructed to City standards (in concrete) to the satisfaction of the Department of Public Works.

D16. The applicant shall maintain all proposed cross gutters, median inlets, drains, vegetative swales, landscaping adjacent to south Watt, and sound walls by the HOA or another funding mechanism acceptable to the city.

D17. The applicant shall dedicate additional right of way and construct a standard right turn pocket / deceleration lane at the proposed driveway along South Watt Avenue to Road 33/adjacent to Commercial Lot A to the satisfaction of the Department of Public Works.

D18. Provide additional right-of-way for expanded intersections at signalized intersections and other locations specified by the Department of Public Works. That shall include the intersection of South Watt Avenue and Jackson Highway.

D19. For all proposed signals and improvements along Jackson Highway, The applicant will be required to coordinate and obtain an encroachment permit from Caltrans to do any work in their right of way (unless Jackson Highway is relinquished to the City prior to recordation of any Final Map). Additional dedication for turn lanes and equipment will be required and shall be shown on the required signal concept design report.

D20. The design and placement of walls, fences, signs and Landscaping near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height. The area of exclusion shall be determined by the Department of Public Works.

D21. Construct traffic signals at the following intersections when warranted, or when required by the Department of Public Works:

a. Jackson Highway and Rock Creek Parkway.
b. Jackson Highway and Roadway 33 (adjacent to Commercial Lot A).
c. South Watt Avenue and Rock Creek Parkway.

NOTE: The Development Division shall determine the need for signals, based on CalTrans signal warrants and known pending development projects prior to the Issuance of any building permit. If required, signals shall be constructed as part of the public improvements for the Final Map. Signal design and construction shall be to the satisfaction of the Department of Public Works and

may be subject to reimbursement. The applicant shall provide all on-site easements and right-of-way needed for turn lanes, signal facilities and related appurtenances. The applicant shall install CCTV cameras and all necessary appurtenances if deemed necessary by and to the satisfaction of Traffic Engineering Services.

D22. The applicant shall submit a signal design concept report (SCDR) per section 15.18 of the Cities Design and Procedures Manual to the Department of Public Works for review and approval prior to the submittal of any improvement plans involving traffic signal work. The SCDR provides crucial geometric information for signal design and should be started as early as possible to avoid delays during the plan check process.

D23. All right-of-way and street improvement transitions that result from changing the right-of-way of any street shall be located, designed and constructed to the satisfaction of the Department of Public Works. The center lines of such streets shall be aligned.

D24. Construct A.D.A. compliant ramps at the south-west corner of the intersection of south Watt and Jackson Highway.

D25. Dedicate a 12-foot I.O.D for “Future transit” on either side of Rock Creek parkway/median.

D26. The applicant shall make provisions for bus stops, shelters, transit centers, etc. to the satisfaction of Regional Transit;

D27. The applicant shall dedicate (if necessary) and construct bus turn-outs for all bus stops adjacent to the subject site to the satisfaction of the Department of Public Works.

PUBLIC/PRIVATE UTILITIES: (Yujean Kim, SMUD, 732-5027)

D28. Dedicate a standard 12.5 foot public utility easement (PUE) for underground and overhead facilities and appurtenances adjacent to Jackson Road and South Watt Avenue.

D29. Dedicate a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public right of ways.

D30. Label SMUD transmission line easement as a “Restricted Building and Use Area”.

D31. Connection to SASD sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer

construction.

D32. Each parcel with a sewage source shall have a separate connection to the SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.

D33. A master plan level sewer study (Level II) and/or a more detailed subdivision level sewer study (Level III) will be required. SASD shall require the approved sewer studies prior to the approval of Final Map or submittal of improvement plans for plan check to SASD, whichever comes first. The sewer study shall demonstrate the quantity of discharge and any “flow through sewage” along with appropriate pipe sizes and related appurtenances from this subject and other upstream areas and shall be done in accordance with the SASD’s most recent “Minimum Sewer Study Requirements”. The study shall be done on a no “Shed-Shift” basis unless approved by SASD in advance and in compliance with District Design Standards.

D34. In order to obtain sewer service, construction of both on-site and off-site SASD sewer infrastructure will be required.

D35. Sewer easements, both onsite and offsite, will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All SASD sewer easements shall be at least 20-ft in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public right-of-ways and in easements dedicated to SASD.

D36. Private sewer service laterals will not be permitted to connect directly to the 60-inch diameter and 72-inch force mains located in South Watt Avenue or the 60-inch diameter force main located in Jackson Road.

D37. The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives (such as stamped/colored/decorative concrete, concrete pavers, etc.) within these easements damaged by SASD maintenance and repair operations, including landscaping, channelizations, lighting, fountain area, sidewalk and any other appurtenances conflicting therein. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be responsibility of successors in interest in future land transfers and divisions and by language approved by SASD. SASD will only replace asphalt and standard concrete roadway/driveway disturbed due to maintenance/repair of its sewer line. If the repair is of decorative or stamped concrete, SASD will only replace with standard concrete.

D38. SASD requires their sewers to be located a minimum of 10-feet (measured

horizontally from edge of pipe to edge of pipe) from all potable water lines. Separation of sewer lines from other parallel utilities, such as storm drain and other “dry” utilities (electrical, telephone, cable, etc.) shall be a minimum of 7-feet (measured horizontally from the center of pipe to the center of pipe). Any deviation to the above separation due to depth and roadway width must be approved by SASD on a case by case basis. Prior to recording the Final Map, the applicant shall prepare a utility plan that will demonstrate that this condition is met.

D39. All structures along private drives shall have a minimum 10-foot setback (measured horizontally from edge of collector pipe to edge of structure) so that SASD can properly maintain the sewer line.

D40. The trunk and collector sewer system for the project will not be accepted for operation and maintenance until the downstream sewer system serving the project is also accepted for operation and maintenance. All sewer facilities shall be accepted for operation and maintenance prior to issuance of a building permit.

CITY UTILITIES (Robert Armijo, Dept. of Utilities, 808-1411)

D41. Provide standard subdivision improvements per Section 16.48.110 of the City Code. Construct water and drainage facilities to the satisfaction of the Department of Utilities (DOU). An off-site water main extension will be required to loop this subdivision’s water supply, off-site drainage improvements will be required, as well as off-site sewer improvements that may be required (by SASD).

D42. The applicant shall grant and reserve easements as needed, for water, drainage and sanitary sewer facilities, and for surface storm drainage, at no cost at or before the time of sale or other conveyance of any parcel or lot. A note stating the following shall be placed on the Final Map: “Reciprocal easements for ingress/egress, parking, utilities, drainage, water and sanitary sewer facilities, and surface storm drainage shall be granted and reserved, as necessary and at no cost, at or before the time of sale or conveyance of any parcel shown in this map.”

D43. Prior to the initiation of any water, sewer or storm drainage services to the single family residential units, a homeowners association (HOA) shall be formed and C.C. & R.s shall be approved by the City and recorded assuring maintenance of water, sewer and storm drainage facilities within the private alleys, streets and common areas. Private easements shall be dedicated for these facilities. The HOA or a privately funded maintenance district shall also maintain all private streets and alley pavement, curbs, and gutters as well as Low Impact Development (LID) Stormwater Facilities. LID Stormwater Facilities include but are not limited to rain gardens, rain barrels, vegetative swales, vegetative

median swales, infiltration planters, bio-retention facilities, open space stormwater planters, disconnected roof drains, permeable pavement, and hydro-modification detention basins. The responsible maintenance agency shall enter into and record an agreement with the City regarding the maintenance of these facilities. The agreement shall be to the satisfaction of the DOU and the City Attorney.

D44. An assessment district, community facilities district or other financing mechanism approved in writing by the City must be formed for the purpose of constructing all common drainage facilities and/or maintaining certain drainage facilities within the project area and any additional drainage capacity or facilities required to accommodate development of the subject area in accordance with the drainage master plan for the project area and other applicable drainage plans and criteria for Aspen-1. For this purpose "other financing mechanism" includes but is not limited to a fully executed agreement approved as to form by the City Attorney, which provides for funding and construction of the said facilities, and which provides for posting or depositing with the City of unconditional security for performance of the landowner's obligations, which security is adequate in the sole and exclusive discretion of the City, and which is in a form acceptable to the City Attorney.

D45. The applicant and/or any successor shall fully participate in any financing mechanism, including but not limited to assessment districts, or community facilities districts formed for the purpose of financing the facilities specified and aforementioned in a previous condition above, and any such mechanism formed for the purpose of financing the drainage facilities required under the Aspen-1 Drainage Agreement. For this purpose, "fully participate" requires that the applicant and/or successor shall, notwithstanding the provisions of Articles XIIIC and/or XIIID of the California Constitution, or any other applicable federal or state law, rule of regulation, waive and relinquish any right to protest or vote against the formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; actively participate in a positive manner in the proceedings for formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; and pay all taxes, assessments and/or fees levied pursuant thereto.

D46. Execute a drainage agreement with the City for the construction of common drainage facilities per the approved drainage plan. The drainage agreement shall be to the satisfaction of the DOU and the City Attorney. Common drainage facilities shall include, but are not limited to storm drain pipes serving all master parcels, discharge pipes, lake, detention/water quality basin, outfall structures, weir structures, and Low Impact Development (LID) Stormwater Facilities. LID Stormwater Facilities include but are not limited to rain gardens, rain barrels, vegetative swales, vegetative median swales, infiltration planters, bio-retention facilities, open space stormwater planters, disconnected roof drains, permeable pavement, and hydro-modification detention ponds. Points that should be

addressed, to the satisfaction of the DOU, may include (but are not limited to):

a. Adherence by the applicant (and successors) to the master plan.
b. Maintenance of an offsite retention pond.
c. Protection of Morrison Creeks (managing flood volumes, water quality, and discharge flows).
d. Enabling the City to review, comment, and require corrections to the design of an ultimate drainage detention/retention pond with pump station that discharges to Morrison Creek in subsequent development proposals.
e. Hydromodification Planning Requirements.
f. Maintenance responsibilities of the City (e.g. drainage lines, on-site pump station(s), drop inlets) and the responsibilities of a Home/Business Owners' Association and/or a Community Facilities District (e.g. vegetative swales, tree planers, infiltration basins, surface drainage features, etc.).
g. Flood Hazard Mitigations Studies and Mitigation Planning
h. Levee Break Analysis requirements as an update or addendum to the Master Plan

D47. The applicant has completed a drainage master plan for this site. The 10-year and 100-year HGL's for this study have been calculated using the City's SWMM model. All drainage lines shall be placed within the asphalt section of public-right-of-ways or in dedicated DOU easements as per the City's Design Procedures Manual and in accordance with the drainage master plan, unless otherwise approved by the DOU. The drainage master plan shows the sizes of all common trunk lines in the street right-of-ways. The drainage master plan includes basins designed and constructed for flood control and water quality treatment. The flood control volume has been established using the 100 year – 10 day storm and the 100 year -24 hour storm. Contact the DOU for the design criteria for future Master Plan updates. The applicant may amend or update the Drainage Master Plan to the satisfaction of the DOU. The DOU shall approve the drainage master plan and any phasing plan, if appropriate, included with the master plan for drainage infrastructure. All drainage improvements shall be consistent with the drainage master plan.

D48. A grading plan showing existing and proposed elevations is required. Adjacent off-site topography shall also be shown to the extent necessary to determine impacts to existing surface drainage paths. No grading shall occur until the grading plan has been reviewed and approved by the Department of Utilities.

D49. All lots shall be graded so that drainage does not cross property lines or private drainage easements shall be dedicated.

D50. Prior to the submittal of improvement plans, the applicant will be required to prepare a project specific water study for review and approval by the DOU. The water distribution system shall be designed to satisfy the more critical of the two following conditions: (1) at maximum day peak hour demand, the operating or

"residual" pressure at all water service connections shall be at least 30 pounds per square inch, (2) at average maximum day demand plus fire flow, the operating or "residual" pressure in the area of the fire shall not be less than 20 pounds per square inch. The water study shall determine if the existing and proposed water distribution system is adequate to supply fire flow demands for the project. A water supply test may be required for this project. Contact the DOU for the pressure boundary conditions to be used in the water study.

D51. Per Sacramento City Code, water meters shall be located at the point of service which is the back of curb for separated sidewalks or the back of walk for connected sidewalks.

D52. Place a 2-inch (minimum) sleeve under the sidewalks for each single family lot along all streets with separated curb and sidewalk for irrigation of the landscape planter. Sleeves shall be placed prior to construction of sidewalks.

D53. Any new domestic water services shall be metered. Only one domestic water service is allowed per parcel. Excess services shall be abandoned to the satisfaction of the Department of Utilities.

D54. Public and private streets with City maintained water, sanitary sewer and storm drain facilities shall have a minimum paved width of 25-feet from lip of gutter to lip of gutter.

D55. The proposed development is located within Sacramento Area Sewer District (SASD). Satisfy all SASD requirements.

D56. This project will disturb more than one acre of land or is part of large common development; therefore, the project is required to comply with the State's "Construction General Permit" (Order 2009-0009 DWQ or most current). To comply with the State Permit, the applicant must file a Notice of Intent (NOI) through the State's **Storm Water Multiple Application and Report Tracking System** (SMARTS), located online at http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp
A valid WDID number must be obtained and provided to the DOU prior to the issuance of any grading permits.

D57. The applicant must comply with the City of Sacramento's Grading, Erosion and Sediment Control Ordinance. This ordinance requires the applicant to show erosion and sediment control methods on the subdivision improvement plans. These plans shall also show the methods to control urban runoff pollution from the project site during construction.

D58. Post construction, stormwater quality control measures shall be incorporated into the development to minimize the increase of urban runoff pollution caused by development of the area. Since the project is not served by an existing

regional water quality control facility, both source control and on-site treatment control measures (e.g., stormwater planters, detention basin, infiltration basin and/or trench, media filters (Austin Sand Filter), multi-functional drainage corridors, vegetated filter strips and/or swales, and proprietary devices) are required. A maintenance agreement is required for all on-site treatment control measures. Contact DOU for a list of accepted proprietary devices if considered for treatment control. Specific source controls are required for (1) vehicle and equipment fueling areas, (2) loading/unloading areas, (3) outdoor storage areas, (4) outdoor work areas, (5) vehicle/equipment wash, repair and maintenance areas, (6) waste management areas and (7) Storm drain inlet (markings). Improvement plans must include the source controls and on-site treatment control measures selected for the site. Refer to the latest edition of the "Stormwater Quality Design Manual for the Sacramento and South Placer Regions (May 2007)" for appropriate source control measures. Runoff reduction measures (e.g. porous pavement) are optional control measures. Refer to the Runoff Reduction Credit Worksheet in the above Manual for porous pavement design.

D59. In spring 2016, the proposed project is scheduled to be remapped into the 100-year floodplain, designated as an A zone by the Federal Emergency Management Agency (FEMA). The preliminary map panels 06067C0215J and 0192J, and 0195J showing the Aspen Basins in an A Zone were issued by FEMA on August 13, 2014. Within the A zone, the applicant shall determine the BFE within the A zone to the satisfaction of the DOU. City Code Chapter 15.104 Floodplain Management Regulations require that any new construction of and/or substantial improvement to any structure located in Zone A must have the lowest floor, including the basement, elevated a minimum of one (1) foot above the BFE. Non-residential structures have the option of flood proofing to one (1) foot above the BFE in lieu of the elevation requirement. The applicant can apply for a Conditional Letter of Map Revision (CLOMR) with FEMA to return the area to a shaded X zone by complying with the regulations and requirement of FEMA. In a shaded Zone X area there are no flood restrictions.

SPECIAL DISTRICTS: Assessment Districts (Mark Griffin, Finance Department, 808-8788)

D60. Dedicate in the form of an Irrevocable Offer of Dedication (IOD) in fee title to the City those areas identified on the Tentative Subdivision Map as Open Space Lots E, G, K, Q, T, U, V, W, Y, and median lots Z, AA, BB, CC, EE, FF, GG, HH, II, JJ, KK. Create, or annex the project area to the appropriate Landscape Maintenance District, create and fund an endowment, or other financing mechanism acceptable to the City, prior to recordation of the Final Map for the purpose of landscape maintenance of all dedicated lots, sidescape easements, cross gutters, median inlets, drains, and vegetative swales. Design and construct landscaping, irrigation and masonry walls (or wood fences) in dedicated easements or rights of way, to the satisfaction of the Department of

Public Works, Parks Planning, Design and Services (PPDS). Acceptance of any required landscaping, irrigation and walls or fences by the City into the Landscape Maintenance District shall be coordinated with the Department of Finance (Public Improvement Financing) and PPDS. The Developer (or Project HOA) shall maintain the landscaping, irrigation and walls for two years or until acceptance by the City into the District (whichever is less). The two year period shall begin following the issuance of a notice of completion by the City for the landscaping, irrigation and walls or fences;

D61. **Maintenance District**: The Applicant shall initiate and complete the formation of a parks maintenance district (assessment or Mello-Roos special tax district) to fully fund the maintenance costs of the parks on Lots P and X, annex into an existing maintenance district that fully funds maintenance costs, or otherwise mitigate the project's impact on the City's park system to the satisfaction of the City Attorney. The Applicant shall pay all city fees for formation of a parks maintenance district. (Contact Finance Department, Public Improvements Financing Division, Special Districts Project Manager.) In assessment districts, the cost of neighborhood park maintenance is equitably spread on the basis of special benefit. In special tax districts, the cost of neighborhood park maintenance is spread based upon the hearing report, which specifies the tax rate and method of apportionment.

PPDS: Parks (Mary de Beauvieres, Parks & Recreation, 808-8722)

D62. **Park Dedication – IOD**: Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) the applicant shall provide on City's form an irrevocable offer of dedication (IOD) of the parks sites identified on the tentative map as Lots P and X, comprising 13.4+/- net acres and 1.1+/- net acres, respectively. At the time of delivery of the IOD, the applicant shall (1) provide to City a title report demonstrating that it holds full and clear title to Lots P and X, including all interests necessary for maintenance and access; (2) provide a Phase 1 environmental site assessment of Lots P and X; (3) if the environmental site assessment identifies any physical conditions or defects in Lots P and X which would interfere with its intended use as a park, as determined by PPDS in its sole discretion, applicant shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of PPDS; and (4) take all actions necessary to ensure that Lots P and X are free and clear of any wetland mitigation, endangered or threatened animal or plant species, sensitive habitat or other development restrictions. The applicant shall be solely responsible, and at its sole cost, for any required mitigation costs or measures associated with Lots P and X.

D63. **Payment of In-lieu Park Fee**: Pursuant to Sacramento City Code Chapter 16.64 (Parkland Dedication) the applicant shall pay to City an in-lieu park fee in the amount determined under SCC §§16.64.040 and 16.64.050 equal to the value of land prescribed for dedication under 16.64.030 and not satisfied by

dedication. (See Advisory Note).

D64. **Improvements**: The applicant shall construct the following public improvements prior to and as a condition of City's acceptance of the park lot(s):

a. Full street improvements for Lot(s) P and X including but not limited to curbs, gutters, accessible ramps, street paving, streetlights, and sidewalks; and improved surface drainage through the site.

b. A concrete sidewalk and vertical curb along all street frontages that open onto Lots P and X. The sidewalk shall be contiguous to the curb (attached) for neighborhood parks and separated from the curb (detached) for community parks unless otherwise approved by PPDS.

c. Post and cable fencing or other appropriate fencing as identified for the perimeter of the Urban Farm in the *New Brighton PUD Guidelines* between Lot P and Lot N and between Lot P and Lot O as approved by PPDS. Refer to PPDS Post and cable detail and specification if no other fence design is employed.

d. A twelve inch (12") storm drain stub and six inch (6") sanitary sewer stub to the back of the sidewalk at Lot P and Lot X at a location approved by PPDS for future service. Number of stubs and locations to be approved by PPDS. Storm drain and sewer stubs are to be marked with a 3' high, white 4" x 4" post indicating stub or service location.

e. One water tap for irrigation, one water tap for domestic water, and electrical and telephone service to Lot X, quantity and location as approved by PPDS. The irrigation water tap shall be 2-1/2 inches for park lots less than 4 acres in size; and the domestic water tap shall be 1 inch. Water taps and telephone and electrical services shall be marked with a 3' high, white 4" x 4" post indicating stub or service location. For Lot P, a non-potable well shall be drilled for irrigation purposes and a pump house constructed, one water tap for domestic water, and electrical and telephone service to Lot P shall be provided, with the quantity and location as approved by PPDS. The well design shall be subject to the review and approval of PPDS.

f. A ten-foot (10') wide driveway into Lot P and Lot X at a location approved by PPDS. The driveway is to provide future maintenance access to the park.

g. Due to a history of mining, a geotechnical engineer and arborist report for Lots P and X shall be subject to the review and approval of PPDS. The report(s) shall evaluate the depth and quality of the soil on Lots P and X needed to sustain park landscaping and support typical park improvements. Recommendations shall be incorporated into the Grading Plan for the project. The Applicant shall rough grade Lots P and X as required by City Code to

provide positive drainage as approved by PPDS.

D65. **Site Plan**: The applicant shall submit a site plan and electronic file showing the location of all utilities on the park/parkway sites to the PPDS for review and approval.

D66. **Design Coordination for PUE's and Facilities**: If a 12.5 foot public utility easement (PUE) for underground facilities and appurtenances currently exists or is required to be dedicated adjacent to a public street right-of- way contiguous Lots P and X or an existing park site, the applicant shall coordinate with PPDS and SMUD regarding the location of appurtenances within the PUE to minimize visual obstruction in relation to the park(s) and to best accommodate future park improvements. The applicant shall facilitate a meeting(s) with SMUD and PPDS prior to SMUD's facilities coordinating meeting for the project.

D67. **Multi-Use Trail**: A multi-use trail and adjacent landscaping shall be dedicated and constructed as specified below and in compliance with the PPDS "Multi-Use Trail Design Guidelines" available by contacting PPDS.

a. Location and width of trail: A twelve foot wide multi-use trail shall be constructed to follow the power line corridor running in a generally northwesterly / southeasterly direction in the southwest quadrant of the project site (through Lots P, O and N), and along the southern boundary of Lots N, L and K, and the northern part of Lot F to connect to South Watt Avenue. The trail system shall facilitate off-street access between the elementary school, urban farm, community park, and power line corridor trail system.

b. The multi-use trail shall be dedicated as a recreation easement (except on Lot P where no trail dedication shall be required) as approved by PPDS. At the time of dedication, the applicant shall (1) take all actions necessary to convey to and vest in the City full and clear title to the multi-use trail, including all interests necessary for maintenance and access; (2) provide a title report and title insurance insuring that clear title in fee is vested in the City at the time of dedication; (3) provide a Phase 1 environmental site assessment of the multi-use trail; (4) if the environmental site assessment identifies any physical conditions or defects in the multi-use trail that would interfere with its intended use as a multi-use trail, as determined by PPDS in its sole discretion, applicant shall complete a supplemental assessment and remedy any such physical condition or defect, to the satisfaction of PPDS; and (5) take all actions necessary to ensure that the multi-use trail is free and clear of any wetland mitigation, endangered or threatened animal or plant species, sensitive habitat or other development restrictions. The applicant shall be solely responsible, and at its sole cost, for any required mitigation costs or measures associated with the multi-use trail.

c. The applicant shall submit and obtain PPDS approval of the alignment and design of the multi- use trail prior to submitting improvement plans for the trail.

d. The proposed multi-use trail shall comply with Class I bike trail standards, including regulatory signage, as defined in Chapter 1000 of State Department of Transportation Highway Design Manual. The trail shall be 12' of asphalt concrete paving, with clear, graded shoulders that are a minimum of 2' in width. Shoulders should be decomposed granite or an alternate material approved by PPDS. Pavement sections shall be determined by a geotechnical engineer's soil report and shall be as recommended by the report findings, but in no event less than 3" asphaltic concrete over 6" min of aggregate base, with a centerline stripe (refer to PPDS Trail detail and specification).

e. Vehicular access controls shall be placed at the entrance to all access points to the trail (refer to PPDS details and specifications for approved designs).

f. Wherever possible and as approved by PPDS and the Department of Utilities, multi-use trails shall be designed as joint-use with utility service roads utilizing the service roads aggregate base as the trail's aggregate base course. Applicant shall design the pavement to meet all required design loads.

g. Where a multi-use trail is located adjacent to any embankment with a greater than 4:1 slope, the Applicant shall, at his expense, install a post-and-cable fence along the top of the embankment, between the embankment and the multi-use trail.

h. The Applicant shall disclose the location of the planned multi-use trail to all future/potential owners of parcels within the subdivision.

D68. **Park Master Plan Preparation**: Applicant shall prepare park master plans for the two public parks. The park master plans shall include the design and all associated calculations for the site's LID features and shall be prepared to the satisfaction of PPDS. The park master plan shall be approved by the PPDS, the Parks and Recreation Commission and City Council. The park master plans shall be designed to the appropriate neighborhood or community park standard as outlined in Table 18 of the City of Sacramento Parks and Recreation Master Plan 2005-2010 and as determined by PPDS. Park design shall comply with Crime Prevention through Environmental Design (CPTED) principles.

D69. **Turnkey Park Development:** If the Applicant desires to construct a turnkey park, the Applicant shall notify PPDS in writing and shall enter into a City standard turnkey park construction agreement to construct the park improvements to the satisfaction of the City's PPDS. The park construction agreement shall address (1) the preparation and approval of the park design and improvement plans, (2) time for completion of the park (or of each phase of the park if the park is not to be completed in one phase) as a function of build-out of the subdivision or issuance of occupancy permits, (3) any credits to be awarded to the applicant against the City's Park Development Impact Fee (PIF)

that would be payable as a condition of issuance of building permits for the dwelling units to be constructed in the subdivision, (4) maintenance of all improvements to be accepted into the park maintenance financing district for a minimum of one year and until a minimum of 50% of the residential units to be served by the park have received occupancy permits, unless the City agrees to accept park maintenance into the District at an earlier date. The one-year maintenance period shall begin following the issuance by the City of a notice of completion for the improvements.

D70. **Private Facility Credits:** City Code Chapter 16.64, Sections 16.64.100, 110 and 120 address granting of private recreation facility credits. The city may grant credits for privately owned and maintained open space or local recreation facilities, or both, in planned developments as defined in Section 11003 of the Business and Professions Code, condominiums as defined in Section 783 of the Civil Code, and other common interest developments. Such credit, if granted in acres, or comparable in lieu fees, shall not exceed twenty-five (25) percent of the dedication or fees, or both, otherwise required under this chapter and no more than five percent per category of open space or recreational facilities described in this Chapter under 16.64.100. Should the applicant request City consideration of private facility credits for the community center on Lot O or N, the Urban Farm, the procedure outlined in 16.64.120 shall be followed.

FIRE: (King Tunson, Fire Department, 808-1358)

D71. All turning radii for fire access shall be designed as 35’ inside and 55’ outside.

D72. Roads used for Fire Department access shall have an unobstructed width of not less than 20’ and unobstructed vertical clearance of 13’6” or more.

D73. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities. CFC 503.2.3

D74. Provide the required fire hydrants in accordance with CFC 508 and appendix C, Section C105.

D75. Provide secondary access. The chief is authorized to require two means of access for sites serving 40 or more dwelling units and/or when it is determined by the chief that access by a single road might be impaired by vehicle congestion. CFC 503.1.1

D76. Roads used for Fire Department access that are less than 28-feet in width shall be marked “No Parking Fire Lane” on both sides; roads less than 36-feet in width shall be marked on one side.
Street sections B,C,E,F, and I, do not meet this requirement. Provide the medians located on Aspen Promenade and Rock Creek Parkway with 2 feet of

mountable curb. This will enable a fire apparatus to have a 20 foot clear access road.

MISCELLANEOUS

D77. Meet all conditions of the development agreement;

D78. Title to any property required to be dedicated to the City in fee shall be conveyed free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, taxes, assessments or other security interests of any kind (hereafter collectively referred to as "Encumbrances"), except as provided herein. The applicant shall take all actions necessary to remove any and all Encumbrances prior to approval of the Final Map and acceptance of the dedication by City, except that the applicant shall not be required to remove Encumbrances of record, including but not limited to easements or rights-of-way for public roads or public utilities, which, in the sole and exclusive judgment of the City, cannot be removed and/or would not interfere with the City's future use of the property. The applicant shall provide title insurance with the City as the named beneficiary assuring the conveyance of such title to City;

D79. Form a Homeowner's Association. CC&R's shall be approved by the City and recorded assuring maintenance of all private alleys, median landscaping, curb drain inlets, cross gutters, vegetative swales, drains in medians, and any furniture or facilities within medians to the satisfaction of the Department of public Works and Finance Department.

ADVISORY NOTES:

The following advisory notes are informational in nature and are not a requirement of this Tentative Map:

1. If unusual amounts of bone, stone, or artifacts are uncovered, work within 50 meters of the area will cease immediately and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant effect before construction resumes. A note shall be placed on the final improvement plans referencing this condition;

2. Trunk sewer design and construction may be reimbursed by SASD under the terms of a Reimbursement Agreement. Collector sewer design and construction may qualify to participate in future reimbursement (as in-lieu fee) from adjacent landowners. Prior to initiating design of any sewer facility, contact SASD for details. It will be necessary to schedule a meeting to discuss reimbursement requirements with appropriate SASD staff prior to any design. Failure to strictly comply with the provisions of the District Ordinances may jeopardize all sewer

reimbursement.

3. Developing this property will require the payment of sewer impact fees. Impact fees shall be paid prior to filing and recording the Final Map or issuance for Building Permits, whichever is first. Applicant should contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.

4. Prior to occupancy within the subject area, all sanitary sewer, storm drainage, water, and floods control improvements shall be in place, fully functioning, and a notice of completion shall be issued by Public Works.

5. Many projects within the City of Sacramento require on-site booster pumps for fire suppression and domestic water systems. Prior to design of the subject project, the DOU suggests that the applicant request a water supply test to determine what pressure and flows the surrounding public water distribution system can provide to the site. This information can then be used to assist the engineers in the design of the on-site fire suppression system.

6. All public facilities shall be designed and constructed per City standards and procedures and approved by the DOU prior to acceptance of maintenance responsibilities.

7. Per Sacramento City Code, water meters shall be located at the point of service which is located at the back of curb for separated sidewalks or the back of walk for connected sidewalks. Care should be taken in the design stage to ensure that the water meters are not placed in the LID facilities (tree planters, swales, rain gardens, and etc.).

8. As per City Code, acreage within an existing or proposed drainage area, easement, public right-of-way, or areas with 10% and greater slopes shall not receive parkland dedication credit. Quimby parkland credit can be granted only to “buildable acres.”

9. As per City Code, the applicant will be responsible to meet his/her obligations regarding:

   a. Title 16, 16.64 Park Dedication / In Lieu (Quimby) Fees, due prior to approval of the final map. The Quimby fee due for this project is estimated at $2,177,650. This is based on 482 single family residential units and 883 multi-family residential units and an average land value of $115,000 per acre for the Community Plan Area, plus an additional 20% for off-site park infrastructure improvements, less acres in land dedication. Any change in these factors will change the amount of the Quimby fee due. The final fee is calculated using factors at the time of payment.

   b. Title 18, Title 18, 18.44 Park Development Impact Fee, due at the time of

issuance of building permit. The Park Development Impact Fee due for this project is estimated at $5,917,706. This is based on 482 single family residential units at $5,814 each, 883 multi-family residential units at $3,426 each and 222,000 square feet of commercial space at $0.41 per square foot. Any change in these factors will change the amount of the PIF due. The fee is calculated using factors at the time that the project is submitted for building permit.

c. Community Facilities District 2002-02, Neighborhood Park Maintenance CFD Annexation.

10. The Developer shall be responsible for maintenance (weed abatement) of IOD Lots P and X until the time that the City records acceptance of the IOD.

11. The applicant shall include in the environmental document for this project a list of proposed park improvements as provided by PPDS.

12. Prior to issuance of building permits, the applicant shall pay fair share contribution toward the development of the high occupancy vehicles (HOV) lanes on US-50 from Watt Avenue to Howe Avenue.

13. Prior to issuance of the first building permit, the applicant shall have a transportation management plan approved by the City that provides for transit connectivity to light rail and/or hi-bus transit service. The plan shall include a funding component for transit service operations. However, this condition shall not apply if the project site has been included in a new special district formed to help finance transit connectivity improvements and services to light rail and/or hi-Bus from within the Aspen 1 project area, or annex to an existing special district for the same purpose, or the applicant has otherwise provided financing for such transit connectivity to the City's satisfaction.

14. Advisory Note: It is contemplated that the Applicant and/or the Project's HOA may seek to enter into a Public Improvement Maintenance and Reimbursement Agreement with the City, whereby the Applicant and/or the Project's HOA would administer the maintenance of the public parks and other public open space areas and/or facilities. If the Applicant and/or the Project's HOA were to enter into such an agreement with the City, the Applicant and/or the Project's HOA would have the option to elect to both fund these costs and seek reimbursement from the Maintenance District, or to fund these costs and not seek reimbursements. If the Applicant and/or the Project's HOA were to elect to fund these costs and not seek reimbursement, the Maintenance District would only be permitted to levy special taxes or assessments to collect funds for those costs not ultimately funded by the Applicant or the Project's HOA.) (Finance Department)

E. The **Site Plan Review** to subdivide ±232.3 acres **is approved** subject to the following Conditions of Approval:

E1. Subsequent development requests shall be subject to Site Plan and Design Review consistent with the requirements of the Aspen 1 PUD Guidelines.

Table of Contents:

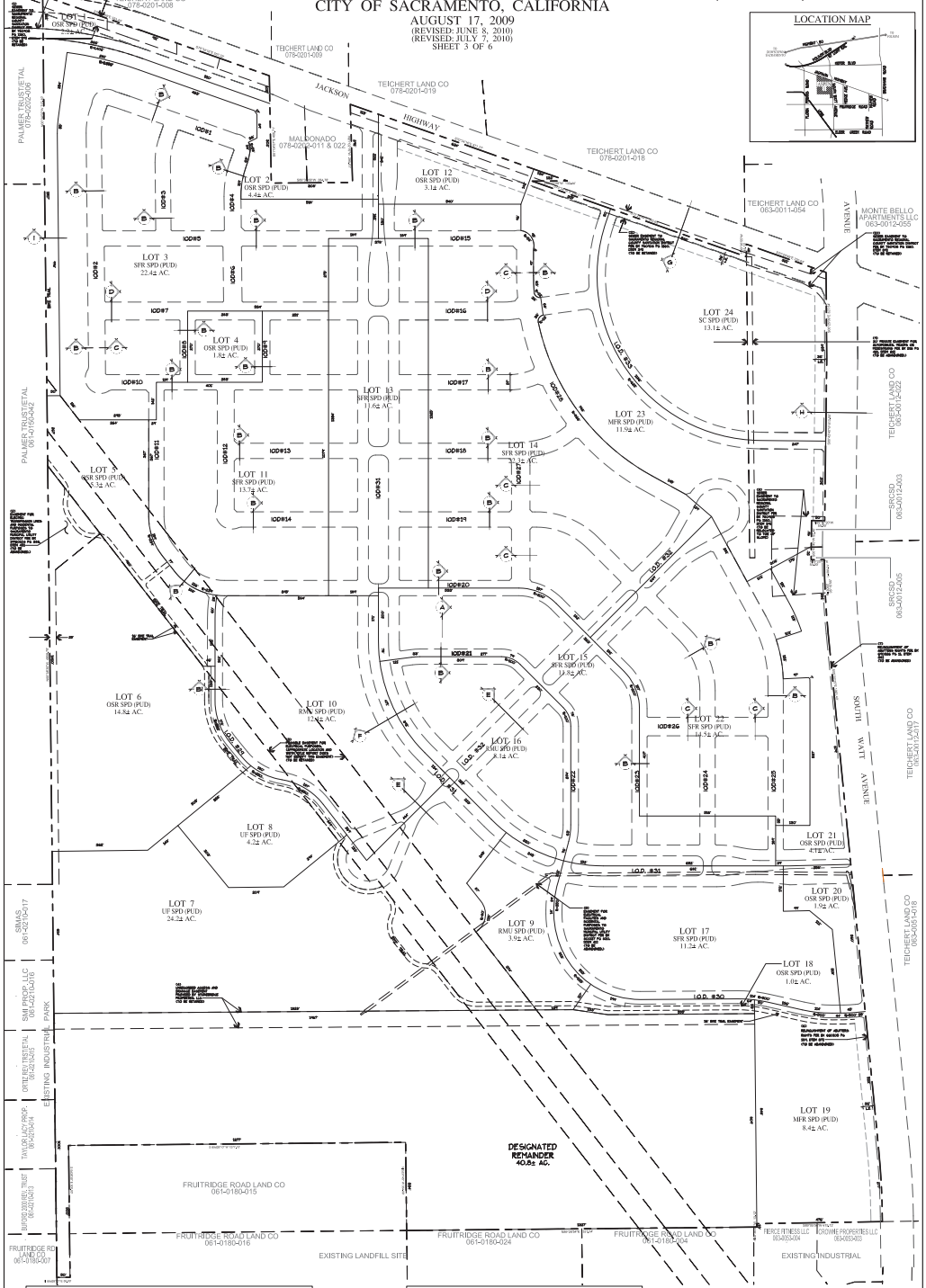
Exhibit A – Master Parcel Map
Exhibit B – Tentative Parcel Map Sheet 1
Exhibit C – Tentative Parcel Map Sheet 2

LARGE LOT TENTATIVE MAP

ASPEN 1-NEW BRIGHTON SPD (PUD)

CITY OF SACRAMENTO, CALIFORNIA

AUGUST 17, 2009
(REVISED: JUNE 8, 2010)
(REVISED: JULY 7, 2010)
SHEET 3 OF 6



PROJECT NOTES

APPLICANT/OWNER
TEICHERT LAND COMPANY/WOODRIDGE PROPERTIES, LLC/
ATTN: JOHN MOSS, JR.
7500 FOLSOM BLVD., SUITE 300
SACRAMENTO, CALIFORNIA 95826
PHONE: (916) 387-2437

PLANNER/ENGINEER
WOOD RODGERS, INC.
1821 S. STREET, SUITE 100B
SACRAMENTO, CA 95811
PHONE: (916) 341-7760 ATTN: ALEX AP, LEED AP

ASSESSOR'S PARCEL NO.
063-0012-052, 063-0012-054, 063-0012-055, 063-0012-003, 063-0012-005, 063-0012-017, 063-0012-018, 063-0053-003, 063-0053-004, 061-0180-015, 061-0180-016, 061-0180-024, 061-0180-004, 061-0180-007, 061-0210-006, 061-0210-002, 061-0210-015, 061-0210-014, 061-0210-013, 061-0210-017, 061-0210-016

AREA
203.0± ACRES (8.29)

NUMBER OF LOTS
24 - LARGE LOTS

EXISTING ZONE
AGRICULTURAL

PROPOSED LAND USE
SPD (PUD) - MIXED USE COMMUNITY

EXISTING ZONING
R-1(E) & M-2(H)

PROPOSED ZONING
SPD (PUD)

PARK DISTRICT
CITY OF SACRAMENTO

FIRE DISTRICT
CITY OF SACRAMENTO

SCHOOL DISTRICT
ELK GROVE UNIFIED SCHOOL DISTRICT

SEWER
SACRAMENTO REGIONAL SANITATION DISTRICT

STORM DRAIN
CITY OF SACRAMENTO

WATER
CITY OF SACRAMENTO

ELECTRICITY
SMUD

GAS
PG&E

NOTES

1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456(b)(1) OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 12.5 FOOT PUBLIC UTILITY EASEMENT WILL BE GRANTED ALONG ALL STREET FRONTAGES. NO OTHER EASEMENTS NOTED ON AS APPROVED BY THE CITY ENGINEER.
4. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT REPRESENT PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING WILL BE DETERMINED AT THE TIME OF FINAL MAP AND/OR SPECIAL PLAN STAGE.
5. ALL EXISTING STRUCTURES TO BE REMOVED AND ALL EXISTING WELLS TO BE ABANDONED.
6. THE AERIAL TOPOGRAPHY SHOWN HEREON WAS PROVIDED BY CLIENT.
7. THIS SHEET IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
8. PURSUANT TO SECTION 66456(b) 1/2 OF THE SUBDIVISION MAP ACT, THE LAND SHOWN HEREON AS ASPEN 1 IS HEREBY MERGED AND RESUBDIVIDED.
9. PURSUANT TO SECTION 66436(c) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:

(a) EASEMENT FOR ELECTRIC TRANSMISSION LINES AND INCIDENTAL PURPOSES TO SACRAMENTO MUNICIPAL UTILITY DISTRICT PER BY SPUDOCK PG 594, STEM 422

(b) EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES TO SACRAMENTO MUNICIPAL UTILITY DISTRICT PER BK SUDOCK PG 5301, STEM 423

(c) REARRANGEMENT OF ABUTTERS RIGHTS PER BK SPUDOCK PG 31, STEM 302

(d) SEWER EASEMENT TO SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT PER BK TRUPOCK PG 5860, STEM 345, CTO BE RE-ALIGNED

LAND USE SUMMARY

LOT NO.	ZONE	USE	GROSS ACRES
1	OSR SPD (PUD)	OPEN SPACE	2.2
2	OSR SPD (PUD)	OPEN SPACE	4.4
3	SFR SPD (PUD)	SINGLE FAMILY RESIDENTIAL	22.4
4	OSR SPD (PUD)	PARK	1.8
5	OSR SPD (PUD)	OPEN SPACE	5.3
6	OSR SPD (PUD)	PARK	14.8
7	UF SPD (PUD)	URBAN FARM	24.2
8	UF SPD (PUD)	URBAN FARM	4.2
9	RMU SPD (PUD)	RESIDENTIAL MIXED USE	3.9
10	RMU SPD (PUD)	RESIDENTIAL MIXED USE	12.4
11	SFR SPD (PUD)	SINGLE FAMILY RESIDENTIAL	13.7
12	OSR SPD (PUD)	OPEN SPACE	3.1
13	SFR SPD (PUD)	SINGLE FAMILY RESIDENTIAL	11.6
14	SFR SPD (PUD)	SINGLE FAMILY RESIDENTIAL	22.5
15	SFR SPD (PUD)	SINGLE FAMILY RESIDENTIAL	11.8
16	SFR SPD (PUD)	RESIDENTIAL MIXED USE	6.1
17	SFR SPD (PUD)	ELEMENTARY SCHOOL	11.2
18	OSR SPD (PUD)	OPEN SPACE	1.0
19	MFR SPD (PUD)	MULTI-FAMILY RESIDENTIAL	8.4
20	OSR SPD (PUD)	OPEN SPACE	1.9
21	OSR SPD (PUD)	OPEN SPACE	4.1
22	SFR SPD (PUD)	SINGLE FAMILY RESIDENTIAL	14.5
23	MFR SPD (PUD)	MULTI-FAMILY RESIDENTIAL	11.9
24	SC SPD (PUD)	SHOPPING CENTER	13.1
TOTAL			232.3

Total acreage does not include Designated Remainder.

LEGEND

- BOUNDARY
- PROPOSED LARGE LOT LINE
- PROPOSED L.O.D.
- EASEMENT

SHEET INDEX

SHEET NO.	EXHIBIT
1.	COVER SHEET/KEY MAP/NOTES/SECTIONS
2.	TENTATIVE SUBDIVISION MAP
3.	LARGE LOT TENTATIVE MAP
4.	LARGE LOT TENTATIVE MAP
5.	GENERAL PLAN AMENDMENT EXHIBIT
6.	REZONE EXHIBIT

ENGINEER'S REVIEW

REVIEWED BY
TIMOTHY K. CRUSH PE 43775, LEED AP
DATE

NORTH

0 100 200 400

SWA
Laguna Beach
Sacramento
San Francisco
Los Angeles
Houston
Dallas
Shanghai
580 Broadway
Suite 200
Laguna Beach CA 92651
Fax 949.494.7861
949.497.2471

WOOD RODGERS
DEVELOPERS INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

17

City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Staff/Discussion

Report ID: 2015-00927

Title: 2016 State and Federal Priorities and Legislative Platform

Location: Citywide

Recommendation: Pass a Motion approving the 2016 State and Federal Legislative Priorities and Platform.

Contact: Randi L. Knott, Director of Government Affairs, (916) 808-5771, Office of the City Manager

Presenter: Randi L. Knott, Director of Government Affairs, (916) 808-5771, Office of the City Manager

Department: City Manager

Division:

Dept ID:

Attachments:

1-Description/Analysis

2-2015-2016 State Legislative Platform-DRAFT

City Attorney Review

Approved as to Form
Joe Robinson
11/18/2015 11:30:52 AM

Approvals/Acknowledgements

Department Director or Designee: John Dangberg - 11/3/2015 8:03:57 AM

Description/Analysis

Issue Detail: In order to allow the City's Governmental Affairs staff, and contract state and federal legislative advocates, to be timely and responsive in protecting the City's interests at the State legislature and in Congress, the City Council is asked to review and approve the proposed legislative priorities and platforms.

Policy Considerations: Approving the state and federal legislative platforms is in alignment with the City Council's Policies and Procedures.

Economic Impacts: Not applicable

Environmental Considerations: Not applicable

Sustainability: Not applicable

Commission/Committee Action: The Law & Legislation Committee voted to recommend approval of the proposed State and Federal Legislative Priorities and Platform on November 10, 2015.

Rationale for Recommendation: The California State Legislature and, to a lesser extent, Congress entertains hundreds of bills each year. The fates of these bills vary widely and they are often amended. In order to ensure that the City's interests are protected and that our policy direction is consistent, staff is recommending that the policy platforms and areas of interest in both of these documents be approved. The documents have been designed to create flexibility and cover a range of topics where state and/or federal action will directly or indirectly affect City operations, policies and/or programs.

Financial Considerations: Not applicable

Local Business Enterprise (LBE): Not applicable

City of SACRAMENTO

STATE AND FEDERAL 2016 LEGISLATIVE PRINCIPLES AND PLATFORM

DRAFT

MAYOR Kevin Johnson

CITY COUNCIL

Angelique Ashby	District 1
Allen Warren	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

City Legislative Affairs Staff
Randi L. Knott, Director of Governmental Affairs
(916) 808-5771

LEGISLATIVE PLATFORM 2016

Guiding Policy Principles: The following policy areas are deemed to be of the utmost importance to the policies of the Mayor and City Council, the General Plan and strategic direction for the City of Sacramento.

- Preservation of Local Funding:
  - *The City supports the protection of existing state and local funding sources and the authorities that provide revenues to the City of Sacramento.*
    - Such areas include the protection of state-shared revenues, assets of the former redevelopment agency, and the ability for the use of the public right-of-way or city-owned facilities.
    - The City opposes changes in state law that would limit the ability of cities to preserve and enhance their local revenue base.
    - The City supports opportunities to expand local funding through public-private partnerships and other programs as appropriate.
    - The City supports efforts to collect revenue owed by non-traditional vendors such as online retailers in the areas of transient occupancy taxes and user utility taxes to ensure a level of funding that supports the growing needs of our population.

- Preservation of Local Authority:
  - *The City supports preservation and expansion of local decision-making authority including the City's legal autonomy and opposes preemption of local control, diminishment of the City's ability to provide essential services, reduction of revenue sources that are required to maintain services, or mandated additional costs without appropriate reimbursement.*

- Supporting a Healthy, Sustainable and Green Community:
  - *The City supports continuing efforts through legislation and funding opportunities to provide services and support efforts for a strong, healthy and green community.*
    - Such areas include supporting and promoting sustainable planning and development; programs that facilitate smart growth and aid in the recruitment and retention of green businesses and programs that encourage "farm to fork" healthy lifestyles for both residents and visitors.

DRAFT

Support Housing Opportunities for Every Level of Income and Commitment to Ending Homelessness:

- *The City supports increasing the supply of affordable housing programs and funding to eliminate homelessness.*

- Supporting a Safe and Prepared Community:
  - *The City supports legislation and funding to improve the safety, security and the quality of life for Sacramento residents.*
    - This includes funding to supplement local law enforcement staffing and public safety equipment upgrades, training and capital improvements;
    - The City supports legislation and funding to assist in reducing and preventing gun violence, crimes, drug use, gang violence and pedestrian and bike safety;
    - The City supports legislation and funding to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue emergency medical services, and disaster and emergency preparedness; and, funding to promote crime prevention, public outreach and intervention programs.
    - The City further supports legislation and funding for increased accessibility for mental health services and parity between physical and mental health services.

DRAFT

2016 Top State Legislative Priorities

Transportation/Transit: *The City supports legislation and other viable opportunities to fund the improvements to and revitalization of the transportation programs and projects within the City, the region and the state.*

- The City further recognizes the need to repair and maintain critical infrastructure, including roads and bridges, for motorists, cyclists, pedestrians and rapid transit and supports creative financing to make up for losses in gas taxes due to increased use in electric and hybrid vehicles and lower gas prices.
- The City recognizes the proliferation of disabled parking placard and their abuse and supports efforts to increase access for those with true disabilities and the reduction of fraud.
- The City supports the State's High Speed Rail Project to the extent that it is developed from the initial phasing on through full development to integrate with and improve upon the Capitol Corridor, San Joaquin and other intercity state rail systems and connects to Sacramento, the San Francisco Bay Area, Los Angeles, San Diego and other major markets in California.
- The City supports efforts to improve rail safety for passengers and the prevention of accidents and derailments particularly related to hazardous materials.

Water Policy, Drought and the Delta: *The City supports development of a comprehensive management plan for the Sacramento-San Joaquin Delta that balances the needs of water supply, the ecosystem, and the residents of the City, Delta community and Northern California.*

- The City supports legislation and regulatory initiatives and processes to protect the City's water rights and to prevent burdens from being shifted to our region to resolve issues in other regions throughout the state.
- The City also supports water conservation and legislation that maintains flexibility for the City to determine the best means of achieving conservation mandates.
- The City supports legislation that maintains flexibility to determine the best means for providing water services to its residents and allow local control over reclaimed water and other conservation activities.
- The City supports measures to increase statewide and regional water supply reliability including both above and below ground storage.

DRAFT

Environmental Policy: *The City supports modernization of the California Environmental Quality Act to ensure that it takes other subsequent environmental legislation and regulations into account and prevents abuse of the law for non-environmental causes.*

- The City further supports legislative and regulatory efforts to continue the reduction of greenhouse gas emissions and pollution reduction including the establishment of stewardship programs that provide incentives and/or requires product manufacturers to redesign products to make them less toxic, less wasteful and easier to recycle and shifts the end of life cost for collection and recycling/disposal from local government to producers, retailers and other sources.
- The City also supports legislation, regulation and funding opportunities for the implementation of AB 32, SB 375, SB 350 and other programs that build upon the sustainability principles contained in the SACOG Blueprint, Sacramento General Plan, Sustainability Plan and Climate Action Plan.

Flood Control: *Improvements are needed to the levee systems throughout the region and in particular around the Natomas Basin to achieve an initial 100-year flood protection certification with the ultimate goal of 200-year protection. Improvements are also needed for levee systems protecting areas of northern and southern Sacramento, including Downtown and the Pocket areas. The City supports legislation that provides authorization and funding to achieve these flood protection goals.*

- The City is committed to partnering with the Sacramento Area Flood Control Agency and SAFECA's legislative and regulatory goals to ensure flood protection throughout the region, including timely completion of the Joint Federal Project at Folsom Dam.
- The City supports flexible regulations to assist local communities in addressing the extraordinary drought and necessary conservation measures.

Economic Development: *Since the dissolution of Redevelopment and Enterprise Zones, the City has few options to support economic development or to provide incentives for employers to locate in Sacramento. The City supports legislation that will provide opportunities to incentivize private investments, job creation and housing opportunities for our community.*

DRAFT

2016 TOP FEDERAL LEGISLATIVE PRIORITIES

DRAFT

Protect Local Revenue and Land Use Authority

- Local government land use and revenue authority is critical to the federal-state-local partnership effort to advance community and economic development and must be preserved. As such, the City urges Congress to:
- Support the Marketplace Fairness Act and similar legislation, such as the Remote Transactions Parity Act
- Oppose a permanent extension to the Internet Tax Freedom Act and support a California exception to protect cities' voter-approved telecommunications utility user taxes
- Oppose efforts by online travel companies to circumvent remittance of transient occupancy taxes (TOT) from hotel reservations purchased using the internet

In addition, the City opposes federal actions imposing unfunded mandates on cities or reducing funding available for important programs or infrastructure needs.

Support Economic Development

- The City urges Congress and the Administration to preserve and expand critical economic development tools to enable the City to advance vital projects. This includes greater flexibility in Economic Development Administration programs and support for additional funding to help the City continue to drive growth in the region.
- The City also supports maintaining the tax exempt status of municipal bonds and opposes proposals to cap the investor tax deduction on municipal securities investments.

Strengthen Neighborhood Revitalization Tools

- Sacramento's neighborhoods are one of its greatest assets and the City urges the federal government to protect and expand initiatives to promote neighborhood revitalization. The City strongly supports the Administration's Choice Neighborhoods and Promise Zone initiatives and urges maximum funding for key programs, including the Community Development Block Grant (CDBG) and HOME programs.

Enact Long-Term Transportation Legislation & Make the Highway Trust Fund Solvent: *The City calls on Congress to enact long-term legislation that allows municipalities to plan for long-term investments in surface transportation and targets funding for municipalities and local transportation agencies. The new authorization bill should focus on maintenance and preservation, and provide funding for roads, bridges, freight, and transit. Priorities include the following:*

- Significantly increase federal transportation infrastructure investment and provide a longer term (four to six years) authorization to allow for better planning.
- Place program emphasis on energy independence and sustainability.
- Support an urban focus that heightens the federal commitment to mass transit and other alternatives to highways and use of private autos.
- Continued growth in the authorization of the Capital Investment Grants (CIG), the increase in both the total project cost to $300 million and the federal share to $100 million, and the inclusion of Small Starts in the Program of Interrelated Projects with a more favorable framework/criteria for streetcar projects.

In addition, the City strongly believes in identifying a sustainable source of funding for the Highway Trust Fund.

Improved Rail Safety

- The continued increase in the transport of crude oil by rail, combined with recent rail accidents involving oil spills and resulting fires, has served to heighten concerns about rail safety. Rail safety improvements such as electronically controlled brakes and the provision of real-time information to first responders must be expedited. In addition, rail tank cars that no longer meet safety standards must be phased out as soon as possible.

End Sequestration and Develop Balanced Approach to Budgeting/Appropriations

- The City urges Congress to adopt a bipartisan and balanced approach to appropriations and to end sequestration. Sequestration has forced deep reductions in spending at the federal level, imperiling job creation and sustained economic development. Congress should return to a regular, orderly budget process.

Support Investments in Affordable Housing: *Sacramento is deeply concerned with the need for affordable housing. The City urges Congress to support legislation and proposals that provide incentives and resources to develop affordable and workforce housing. In addition, the City supports programs such as HOME that provide a variety of financial restructuring options, such as loan forgiveness, payment deferrals, grants, loans and loan guarantees to provide and preserve rental housing for long-term affordable use.*

- The City strongly urges Congress to assist cities in addressing the issue of both temporary and chronic homelessness in the form of funding for transitional and permanent supported housing and mental health services.

DRAFT

Approve and Provide Funding for Long-Term Flood Risk Reduction Measures: *The City urges the Administration and Congress to approve initiatives by the Army Corps of Engineers to provide increased protection from devastating floods and to adequately fund new construction of area levees. Priorities include the following:*

- Provide Federal construction funding for the Natomas Levee Improvement Program.
- Approve the Corps of Engineers study addressing needed levee improvements in other areas adjacent to the American and Sacramento Rivers, known as the "Common Features Project"
- Enact a new Water Resources Development Act authorizing the Common Features Project
- Continue funding for improvements for flood protection and dam safety at Folsom Dam, known as the "Joint Federal Project"

Work to Ensure Balanced Approach to Sustainable Water Supply: *The City urges Congress and the Administration to develop immediate and long-term sustainable policy to address persistent drought conditions and changing hydrological conditions that jeopardize the City's and State's economic, recreational and environmental health. Any legislative and regulatory approaches must be grounded in the following principles:*

- Adherence to, and implementation of, locally-developed, collaborative approaches to meet competitive demands for water supply.
- Protection of existing water rights and water settlement contracts.
- Assurances of no redirected impacts attributable to transfer of water supply.
- Ensure a transparent process to address water supply transfers.
- Financial and technical assistance to develop and construct alternative water supply, including direct grants assistance to support the conjunctive use of surface water, groundwater, recycled water, and capture and treatment of stormwater flows.
- Use of real-time monitoring and most recent science to determine and guide water supply resource allocations.

Invest in Water Infrastructure: *The City continues to have significant water infrastructure needs attributable to federal mandates. These needs address both supply and quality. In order to ensure equitable allocation of the costs of the compliance, the City believes Congress must provide adequate funding levels of programs that support water infrastructure needs. Any federal commitments must include:*

- A minimum of $1.4 billion to support US EPA clean water state revolving loan fund.
- A minimum of $1.0 billion to support US EPA drinking water state revolving loan fund.
- Enhanced subsidies to support green infrastructure (stormwater control/treatment).
- Revision of US EPA state revolving loan funding allocation formula to provide equitable funding to California communities.
- Expedited permitting approvals to construct water supply facilities.

DRAFT

- Preservation of unrestricted tax-exempt financing of water supply infrastructure.

Invest in Public Safety and Disaster Preparedness: *To maintain the City's homeland security, emergency preparedness and public safety efforts, the City urges Congress to maintain federal investment in resources critical to enabling local law enforcement to adequately provide public safety. Specifically, the City supports full funding for the Byrne/Justice Assistance Grants (JAG) program, the Community Oriented Policing Services (COPS) program and for disaster preparedness, prevention, recovery, and response for all-hazard threats.*

Develop Energy Efficiency and Resource Conservation Strategies: *The City urges Congress to allot federal resources to assist regional and local governments in developing and implementing energy efficiency and conservation strategies and ensure that local governments can continue, and not be preempted in, their efforts to achieve economic improvements through increased energy efficiency and conservation plans that seek to decrease carbon emissions.*

DRAFT

TENTATIVE SUBDIVISION MAP

ASPEN 1-NEW BRIGHTON SPD (PUD)

CITY OF SACRAMENTO, CALIFORNIA

AUGUST 17, 2009
(REVISED: JUNE 8, 2010)
(REVISED: JULY 7, 2010)
SHEET 1 OF 6

LOCATION MAP

PROJECT NOTES

APPLICANT/OWNER
REGENT LAND COMPANY/WOODRIDGE PROPERTIES, LLC/
FRIEDMAN LAND COMPANY
1400 EXPOSITION BLVD, SUITE 200
SACRAMENTO, CA 95815
PHONE: (916) 924-1000
FAX: (916) 924-1007

PLANNER/ENGINEER
WOOD RODGERS, INC.
1821 EXPOSITION BLVD, SUITE 100
SACRAMENTO, CA 95815
PHONE: (916) 341-7760
FAX: (916) 341-7767
CONTACT: MARK HUFF AICP, LEED AP

ASSESSOR'S PARCEL NO.
279-0260-002, 003, 004, 005, 006 & 010
(52.1 GROSS ACRES), 279-0260-007, 008, 009 & 011
(18.1 GROSS ACRES), 279-0260-012 & 013
(2.0 GROSS ACRES), & 279-0260-014
(0.4 GROSS ACRES)

AREA
GROSS: 72.6 GROSS ACRES

NUMBER OF LOTS
PRE - SUBDIVISION: 2 RESIDENTIAL LOTS
POST - SUBDIVISION:
1 - 1 LOT
2 - 1 LOT
3 - 1 LOT (ELEMENTARY SCHOOL LOT
4 - 1 LOT (LIGHT RAIL LOT
5 - 1 LOT (LIGHT RAIL LOT
6 - 1 LOT (OPEN SPACE LOT)
7 - 1 LOT (OPEN SPACE LOT)
8 - 1 LOT (URBAN FARM LOT)

EXISTING LAND
AGRICULTURE FIELDS

PROPOSED LAND
RESIDENTIAL, MIXED SUBURBAN

EXISTING ZONING
SPD (PUD)

PROPOSED ZONING
SPD (PUD)

PARK DISTRICT
CITY OF SACRAMENTO

FIRE DEPARTMENT
CITY OF SACRAMENTO FIRE DEPARTMENT

SCHOOL DISTRICT
CITY UNIFIED SCHOOL DISTRICT

SEWER
SACRAMENTO REGIONAL SANITATION DISTRICT

STORM DRAIN
CITY OF SACRAMENTO

WATER
CITY OF SACRAMENTO

ELECTRICITY
SMUD

GAS
PG&E

NOTES

1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(A) OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 10.0 FOOT PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY UNLESS OTHERWISE NOTED OR AS APPROVED BY THE CITY ENGINEER.
4. VILLAGE CLASSIC LOTS NUMBERED IN THE SUBDIVISION PURCHASE ORDER ARE LOTS NOT REQUIRED PRIOR TO ORDER OF IMPROVEMENT. ULTIMATE LOT NUMBERS WILL BE ASSIGNED AS PARCEL MAPS ARE SUBMITTED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
5. ALL EXISTING STRUCTURES TO BE REMOVED AND ALL EXISTING WELLS TO BE ABANDONED.
6. THE LOT LINES ARE APPROXIMATE SHOWN HEREON WHICH MAY BE CHANGED BY CITY.
7. THIS SHEET IS FOR TENTATIVE MAP PURPOSES ONLY. THE LOT LINES SHOWN HEREON ARE TO BE VERIFIED PRIOR TO FINAL MAP.
8. PURSUANT TO SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE LAND SHOWN HEREON AS ASPEN 1 IS HEREBY VESTED AND REMAINDERED.
9. PURSUANT TO SECTION 66436(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:

(1) EASEMENT FOR ELECTRIC TRANSMISSION LINES AND INCIDENTAL PURPOSES TO SACRAMENTO MUNICIPAL UTILITY DISTRICT PER BK 870625 PG 0414, STEPH 1602

(2) EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES TO SACRAMENTO MUNICIPAL UTILITY DISTRICT PER BK 900227 PG 0320, STEPH 472

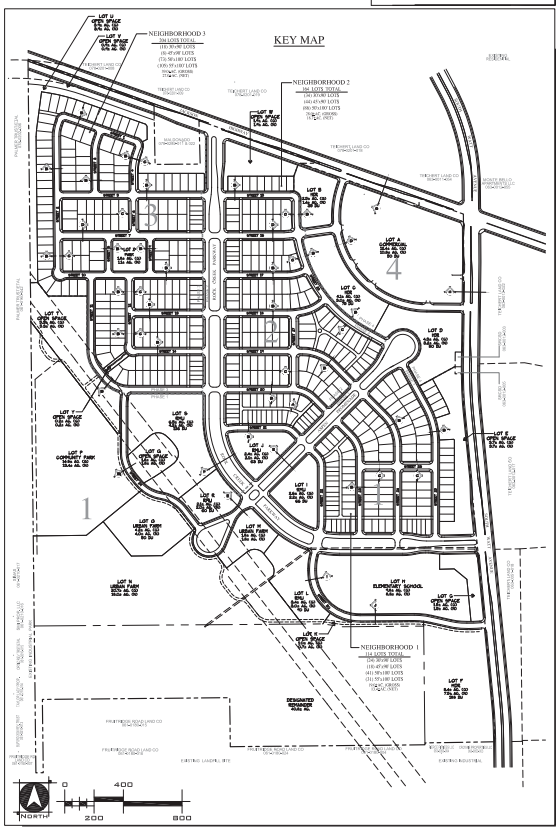
(3) RELINQUISHMENT OF ABUTTERS RIGHTS PER BK 680000 PG 0291 STEPH 372

(7) RELINQUISHMENT OF ABUTTERS RIGHTS PER BK 870625 PG 0.5, STEPH 3483

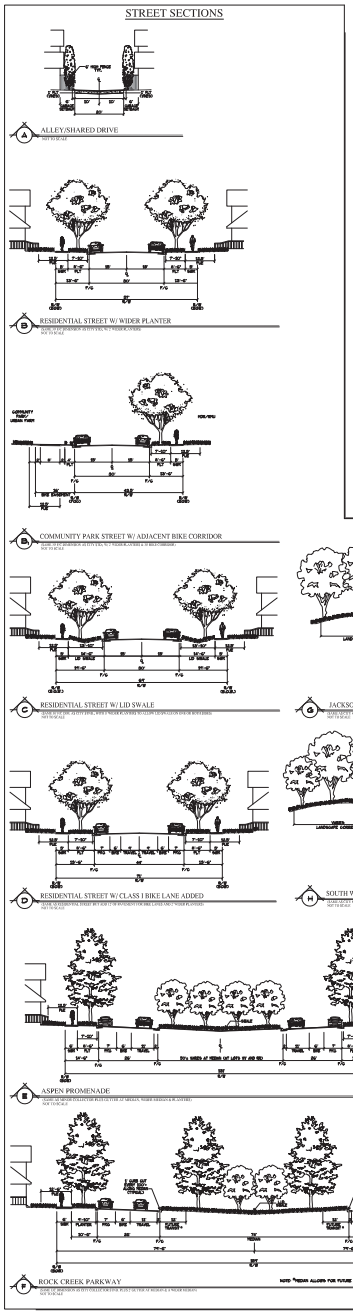
(8) PORTION OF 40FOOT EASEMENT TO SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT PER BK 790705 PG 0550, STEPH 1710 TO BE RE-PLACED

(10 20' PRIVATE EASEMENT FOR AUTOMOBILES, TRUCKS AND PEDESTRIANS PER BK 0.0 PG 0.0, STEPH 0.0 TO BE EXTINGUISHED

KEY MAP



STREET SECTIONS



LEGEND

- BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- BIKE EASEMENT
- PROPOSED TOP OF SLOPE
- PROPOSED TOE OF SLOPE
- PROPOSED PUBLIC UTILITY EASMT.
- PROPOSED I.O.D.

SHEET INDEX

SHEET NO.	EXHIBIT
1.	COVER SHEET/KEY MAP/NOTES/SECTIONS
2.	TENTATIVE SUBDIVISION MAP
3.	LARGE LOT TENTATIVE MAP
4.	PUD SCHEMATIC PLAN
5.	GENERAL PLAN AMENDMENT EXHIBIT
6.	REZONE EXHIBIT

ENGINEER'S REVIEW

REVIEWED BY
TIMOTHY E. GRUSH PE 45975, LEED AP

DATE

SWA
Laguna Beach
Sausalito
San Francisco
Los Angeles
Houston
Dallas
Shanghai
500 Broadway
Suite 200
Laguna Beach CA 92651
Fax 949.494.7861
949.497.2471

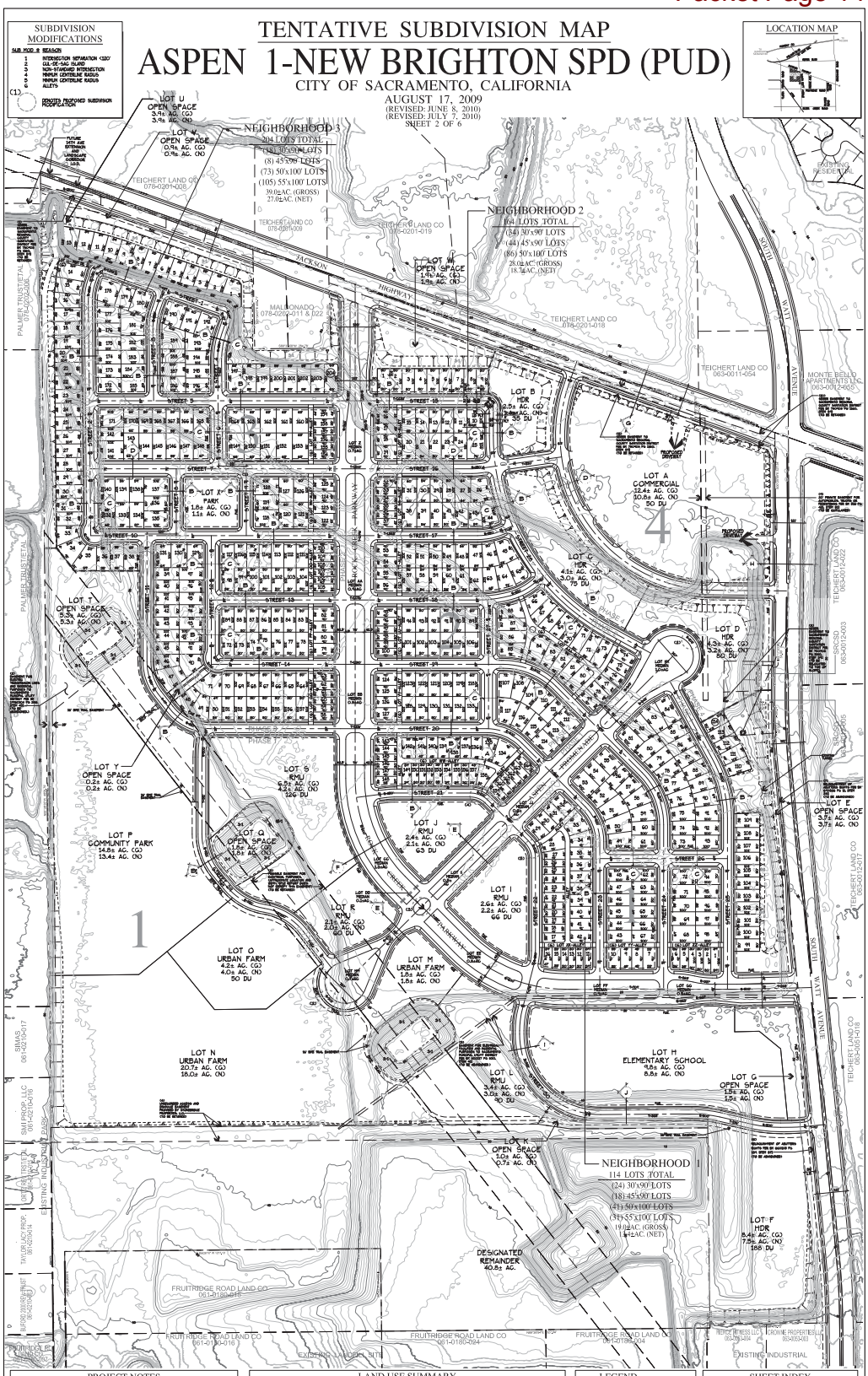
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
2301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

TENTATIVE SUBDIVISION MAP

ASPEN 1-NEW BRIGHTON SPD (PUD)

CITY OF SACRAMENTO, CALIFORNIA

AUGUST 17, 2009
(REVISED: JUNE 8, 2010)
(REVISED: JULY 7, 2010)
SHEET 2 OF 6



PROJECT NOTES

APPLICANT/OWNER
ASPEN 1 LAND ACQUISITION/AMERICAN PROPERTIES, LLC
PACIFICA RIVER LAND COMPANY
1401 EAST BLUFF DRIVE, SUITE 500
NEWPORT BEACH, CA 92660
CONTACT: JIM BEST
PHONE: 949.644.3200

PLANNING/ENGINEERING
WOOD RODGERS, INC.
1420 EAST BLUFF DRIVE, SUITE 200
NEWPORT BEACH, CA 92660
CONTACT: TIMOTHY GRANT, ASP, LEED AP
PHONE: 949.240.7500

ARCHITECT/LANDSCAPE ARCHITECT
WOOD RODGERS, INC.
1420 EAST BLUFF DRIVE, SUITE 200
NEWPORT BEACH, CA 92660
CONTACT: TIMOTHY GRANT, ASP, LEED AP
PHONE: 949.240.7500

AREA
ASPEN 1 AREA: 189.0±AC.

NUMBER OF LOTS
1 - RMU/MIXED USE RESIDENTIAL LOTS
1 - COMMERCIAL LOT
1 - PARK LOT
1 - ELEMENTARY SCHOOL LOT
1 - URBAN FARM LOT
1 - COMMUNITY PARK LOT
1 - HDR LOT
1 - OPEN SPACE LOTS
1 - DESIGN LOTS
1 - DESIGNATED REMAINDER LOTS

EXISTING USE
VACANT/AGRICULTURAL

PROPOSED USE
PLANNED/PLANNED COMMUNITY

EXISTING ZONING
RD-5, R-1, R-1A

PROPOSED ZONING
SPD (PUD)

PARK DISTRICT
CITY OF SACRAMENTO

FIRE PROTECTION
CITY OF SACRAMENTO

SCHOOL DISTRICT
RIO LINDA UNIFIED SCHOOL DISTRICT

SEWER
SACRAMENTO REGIONAL SANITATION DISTRICT

STORM DRAIN
CITY OF SACRAMENTO

WATER
CITY OF SACRAMENTO

ELECTRICITY
SMUD

GAS
PG&E

NOTES:

1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(C) OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 10.0 FOOT PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY UNLESS OTHERWISE NOTED OR AS APPROVED BY THE CITY ENGINEER.
4. VILLAGE CLAUSE LOT(S) NUMBERED IN THE SUBDIVISION MAP ARE DESIGNED TO BE SOLD AS LOTS WITH PRIVATE STREETS, BUT WILL BE DEDICATED AND DEVELOPMENT PLACED INTO THE DEVELOPMENT AND SUBDIVISION MAP, WHICH WILL BE DEVELOPED AND SOLD PLAN STYLE.
5. ALL EXISTING STRUCTURES TO BE REMOVED.
6. THE AERIAL TOPOGRAPHY SHOWN HEREON WAS PROVIDED BY LANDIS.
7. THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL OF THE INFORMATION ARE TO BE VERIFIED PRIOR TO FINAL MAPPING.
8. PURSUANT TO SECTION 66445(C) 1/2 OF THE SUBDIVISION MAP ACT, THE LAND SHOWN HEREON AS ASPEN 1 IS HEREBY PLANNED AND DEVELOPED.
9. PURSUANT TO SECTION 66445(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:

(1) EASEMENT FOR ELECTRIC TRANSMISSION LINES AND INCIDENTAL PURPOSES TO SACRAMENTO MUNICIPAL UTILITY DISTRICT PER BY DOCUMENT PG 1264, DTED 4/21

(2) EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES TO SACRAMENTO MUNICIPAL UTILITY DISTRICT PER BY DOCUMENT PG 1264, DTED 4/21

(3) RELINQUISHMENT OF ABUTTERS RIGHTS PER BY 66/2005 PG 1264 DTED 3/17

(4) RELINQUISHMENT OF ABUTTERS RIGHTS PER BY 4/9/2004 PG 1264 DTED 3/17

(5) PARTIAL OF ABANDONMENT TO SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT PER BY 7/6/2004 PG 1264, DTED 3/17 AND DTED 3/17 BY 4/9/2004

(6) BY PRIVATE EASEMENT FOR AUTOMOBILES, TRUCKS AND PEDESTRIANS PER BY 9/6/04 PG 1264 DTED 3/17 TO BE EXTINGUISHED

LAND USE SUMMARY

LOT NO./ SUBAREA NO.	GENERAL PLAN / PROPOSED NEIGHBORHOOD	LUSE	GROSS ACRES	NET ACRES	DWELLING UNITS
1	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	SINGLE FAMILY RESIDENTIAL (DETACHED)	18.0	13.2	54
2	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	SINGLE FAMILY RESIDENTIAL (DETACHED)	24.0	18.7	144
3	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	SINGLE FAMILY RESIDENTIAL (DETACHED)	39.0	27.0	204
SUBTOTAL			80.0	58.9	402
A	SUBURBAN CENTER DENSITY (16.5/25DPG/AC)	COMMERCIAL	12.4	10.8	50
B	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	HDR	2.5	1.4	35
C	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	HDR	4.1	3.0	75
D	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	HDR	4.3	3.3	80
E	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	OPEN SPACE	3.7	3.7	
F	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	HDR	8.4	7.5	168
G	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	OPEN SPACE	1.5	1.5	
H	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	ELEMENTARY SCHOOL	9.8	8.8	
I	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	RMU	2.6	2.2	30.0	66
J	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	RMU	2.4	2.1	30.0	63
K	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	OPEN SPACE	1.0	0.7		
L	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	RMU	3.4	3.0	30.0	90
M	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	URBAN FARM	1.8	1.8		
N	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	URBAN FARM	20.7	18.0		
O	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	URBAN FARM	4.2	4.0		
P	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	COMMUNITY PARK	14.8	13.4		
Q	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	OPEN SPACE	1.5	1.5		
R	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	RMU	2.1	2.0	30.0	60
S	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	RMU	6.5	4.2	30.0	126
T	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	OPEN SPACE	5.3	5.3		
U	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	OPEN SPACE	3.9	3.9		
V	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	OPEN SPACE	0.9	0.9		
W	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	OPEN SPACE	1.8	1.8		
X	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	PARK	1.5	1.1		
Y	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	OPEN SPACE	0.2	0.2		
Z-A	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	MEDIANS / EC POW & ASPEN PROMENADE	8.4	8.4		
Z-SUB	TRADITIONAL NEIGHBORHOOD MED DENSITY (6.2 / 8DPG/AC)	AUDITORIUM/SUB SERVE	2.2	2.2		
SUBTOTAL			130.0	117.4	883
	ROCK CREEK PKWY (INCLUDES LANDSCAPE MEDIANS)		8.5		
	ASPEN PROMENADE (INCLUDES LANDSCAPE MEDIANS)		3.8		
	JACKSON HWY(S. WATT AVE		3.5		
SUBTOTAL			15.8		
TOTAL			232.2 AC.***		1,365 DU

* Net village average excludes public streets, alleys, slope areas and landscape easements where applicable.
** Gross average includes alleys and adjacent landscape but excludes Jackson Highway, South Watt Avenue, Rock Creek Parkway, Aspen Promenade, open space, slope areas and parks.
*** Total acreage does not include Designated Remainder.

LEGEND

- BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- SIKE EASEMENT
- PROPOSED TOP OF SLOPE
- PROPOSED TOE OF SLOPE
- PROPOSED PUBLIC UTILITY EMT.
- PROPOSED LCD.
- POTENTIAL PHASING

SHEET INDEX

SHEET NO.	EXHIBIT
1.	COVER SHEET/KEY MAP/NOTES/SECTIONS
2.	TENTATIVE SUBDIVISION MAP
3.	LARGE LOT TENTATIVE MAP
4.	PLAN DIAGRAMATIC PLAN
5.	GENERAL PLAN AMENDMENT EXHIBIT
6.	REZONE EXHIBIT

ENGINEER'S REVIEW

REGISTERED PROFESSIONAL ENGINEER
No. 41876
Exp. 12-31-11
CIVIL
STATE OF CALIFORNIA

REVIEWED BY: TIMOTHY R. GRUBAN PE 41876, LEED AP
DATE

SWA
Laguna Beach
Sacramento
San Francisco
Los Angeles
Houston
Dallas
Shanghai

500 Broadway
Suite 200
Laguna Beach CA 92651
Fax 949.494.7861
949.497.5471

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

NORTH 0 100 200 400

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City of SACRAMENTO

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

Meeting Date: **11/24/2015**

Report Type: Information

Report ID: 2015-01075

Title: Notification of Final Map Approval for McKinley Village Phase 1A, McKinley Village Phase 1B and McKinley Village Phase 1C

Location: District 3

Recommendation: Receive and file.

Contact: Jerry Lovato, Senior Engineering Technician, (916) 808-7918, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Development Engineering

Dept ID: 15001151

Attachments:

1-Notice to Clerk McKinley Village Phase 1A

2-Notice to Clerk McKinley Village Phase 1B

3-Notice to Clerk McKinley Village Phase 1C

City of SACRAMENTO
Department of Public Works

Development Engineering
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Phone: 916-808-8300
Fax: 916-808-1984

CITY OF SACRAMENTO
CALIFORNIA

MEMORANDUM

DATE: November 13, 2015

TO: Shirley Concolino, City Clerk

FROM: Jon M. Blank, Supervising Engineer, City Manager's Designee

SUBJECT: Notification of "Final Map Approval" in City Council Agenda

In accordance with Section 16.28.110 of the Sacramento City Code, this notice is from the City Manager's designee pending decision for the following Final Map:

Subdivision Name:	Mckinley Village Phase 1A
Project No.:	P08-086
Location:	Bounded Business Freeway 80 on the north, Union Pacific Railroad on the south and east of 28th Street
Council District:	3
Community Plan:	City's General Plan
Developer:	Encore Mckinley Village, LLC, A Delaware Limited Liability Company
No. of Lots:	68
Type:	Residential
Proposed Decision:	Approve
Contact Person:	Jerry Lovato , Senior Engineering Technician, Phone: 808-7918

This notice is to be included in the City Council Agenda for November 24, 2015

City of SACRAMENTO
Department of Public Works

Development Engineering
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Phone: 916-808-8300
Fax: 916-808-1984

CITY OF SACRAMENTO
CALIFORNIA

MEMORANDUM

DATE: November 13, 2015

TO: Shirley Concolino, City Clerk

FROM: Jon M. Blank, Supervising Engineer, City Manager's Designee

SUBJECT: Notification of "Final Map Approval" in City Council Agenda

In accordance with Section 16.28.110 of the Sacramento City Code, this notice is from the City Manager's designee pending decision for the following Final Map:

Subdivision Name:	Mckinley Village Phase 1B
Project No.:	P08-086
Location:	Bounded Business Freeway 80 on the north, Union Pacific Railroad on the south and east of 28th Street
Council District:	3
Community Plan:	City's General Plan
Developer:	Encore Mckinley Village, LLC, A Delaware Limited Liability Company
No. of Lots:	58
Type:	Residential
Proposed Decision:	Approve
Contact Person:	Jerry Lovato , Senior Engineering Technician, Phone: 808-7918

This notice is to be included in the City Council Agenda for November 24, 2015

City of SACRAMENTO
Department of Public Works

Development Engineering
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Phone: 916-808-8300
Fax: 916-808-1984

CITY OF SACRAMENTO
CALIFORNIA

MEMORANDUM

DATE: November 13, 2015

TO: Shirley Concolino, City Clerk

FROM: Jon M. Blank, Supervising Engineer, City Manager's Designee

SUBJECT: Notification of "Final Map Approval" in City Council Agenda

In accordance with Section 16.28.110 of the Sacramento City Code, this notice is from the City Manager's designee pending decision for the following Final Map:

Subdivision Name:	Mckinley Village Phase 1C
Project No.:	P08-086
Location:	Bounded Business Freeway 80 on the north, Union Pacific Railroad on the south and east of 28th Street
Council District:	3
Community Plan:	City's General Plan
Developer:	Encore Mckinley Village, LLC, A Delaware Limited Liability Company
No. of Lots:	44
Type:	Residential
Proposed Decision:	Approve
Contact Person:	Jerry Lovato , Senior Engineering Technician, Phone: 808-7918

This notice is to be included in the City Council Agenda for November 24, 2015