Meeting Date: **5/10/2016**

Report Type: Consent

Report ID: 2016-00444

City of SACRAMENTO 15

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

Title: Contract: Freeport Boulevard Bike Lanes Project (K15125100) [Published for 10-Day Review 04/28/2016]

Location: Districts 4 and 5

Recommendation: Pass a Resolution: 1) approving the Plans and Specifications for the Freeport Boulevard Bike Lanes Project (K15125100); 2) transferring funds in the amount of $1,383,000 (Fund 2001) and $237,043 (Fund 2002) from the State and Federal Grant Match Project (T15007200) to the Freeport Boulevard Bike Lanes Project (K15125100); 3) transferring funds in the amount of $144,000 (Fund 2025) from the Bikeway Program (K15120000) to the Freeport Boulevard Bike Lanes Project (K15125100); and 4) awarding a construction contract to Pacific Infrastructure for an amount not to exceed $1,394,430.

Contact: Adam Randolph, Associate Civil Engineer, (916) 808-7803; 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 (Signed Contract)

City Attorney Review

Approved as to Form
Gerald Hicks
4/23/2016 5:17:45 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 4/14/2016 4:30:47 PM

Description/Analysis

Issue Detail: The Freeport Boulevard Bike Lanes Project (K15125100) is located on Freeport Boulevard between 4th Avenue and Sutterville Road. It includes new planting area, plaza area, seating, water fountain, pedestrian safety lighting, sidewalks, and curb and gutter along the west side of the park. Freeport Boulevard between Sutterville Road and Vallejo Way provides access for numerous residential and commercial establishments including William Land Municipal Park, C. K. McClatchy Senior High School and the Sacramento City College. Currently, there are no bike lanes for the most part on this segment of Freeport Boulevard. However, bike lanes exist to the north and south of the project limits.

The construction contract for the Freeport Boulevard Bike Lanes Project (K15125100) was advertised for bids on March 2, 2016, and bids were received on March 23, 2015. Pacific Infrastructure is the lowest responsive and responsible bidder. The City Council's approval is necessary to move forward with awarding the construction contract.

Transferring funds in the amount of $1,755,243 will cover the costs to complete construction of the project.

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

Economic Impacts: This new infrastructure is expected to create 5.54 total jobs (3.19 direct jobs and 2.35 jobs through indirect and induced activities) and create $855,536.46 in total economic output ($539,251.17 of direct output and another $316,285.29 of output through indirect and induced activities).

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

Environmental Considerations:

California Environmental Quality Act (CEQA): The project final Environmental Impact Report was approved by City Council on November 8, 2012.

Sustainability Considerations: The Freeport Boulevard Bike Lanes Project (K15125100) is consistent with Sustainability Master Plan goals of enhancing the pedestrian facilities in the public right-of-way, reducing dependence on the private automobile, and encouraging pedestrian trips.

Other: None

Commission/Committee Action: None

Rational for Recommendation: The project was formally advertised for bids on March 2, 2016, and bids were received on March 23, 2016. The bids are summarized below:

Contractor	Bid Amount	LBE Participation (Goal 5%)
Pacific Infrastructure Construction, LLC	$ 1,394,430	5.0%
TJR Resources	$ 1,438,365	14.1%
Sierra National Construction	$ 1,475,969	82.6%
Martin Brothers Construction	$ 1,557,527	95.2%
FBD Vanguard Construction	$1,570,883	-
Martin General Engineering	$1,606,598	5.5%
McGuire & Hester	$1,638,686	65.3%

The Engineer's construction estimate was $1,170,000.

It is recommended that the construction contract be awarded to the lowest responsive and responsible bidder, Pacific Infrastructure Construction, LLC.

Financial Considerations: The estimated total project cost is $2,223,050. As of April 5, 2016, the Freeport Boulevard Bike Lanes Project (K15125100) has a total budget of $459,007 and an unobligated balance of $27,967. Approval of the transfer of $1,383,000 (Fund 2001) and $237,043 (Fund 2002) from the State and Federal Grant Match Project (T15007200) and transfer of $144,000 (Fund 2025) from the Bikeway Program (K15120000) to the Freeport Boulevard Bike Lanes Project (K15125100) will bring the total budget to $2,223,050 and the unobligated balance to $1,693,218. This unobligated balance is sufficient to execute the construction contract for $1,394,430 and cover remaining construction management costs.

As of April 5, 2015, the State and Federal Grant Match Project (T15007200) has a total and unobligated budget of $8,806,643, which is sufficient to complete the transfer of $1,383,000 (Fund 2001) and $237,043 (Fund 2002) to the Freeport Boulevard Bike Lanes Project (K15125100) and meet remaining grant match obligations.

As of April 5, 2015, the Bikeway Program (K15120000) has an unobligated budget of $227,993, which is sufficient to complete the transfer of $144,000 (Fund 2025) to the Freeport Boulevard Bike Lanes Project (K15125100).

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

Local Business Enterprise (LBE): There was a 5% LBE participation requirement for this project. Pacific Infrastructure pledged 5.0% LBE participation, adequate to meet the 5% participation requirement.

RESOLUTION NO.

Adopted by the Sacramento City Council

TRANSFER FUNDS AND AWARD CONTRACT FOR FREEPORT BOULEVARD BIKE LANES PROJECT (K15125100)

BACKGROUND

A. The Freeport Boulevard Bike Lanes Project (K15125100) is located on Freeport Boulevard between 4th Avenue and Sutterville Road. It includes new planting area, plaza area, seating, water fountain, pedestrian safety lighting, sidewalks, and curb and gutter along the west side of the park. The project will also install a piece of public artwork which will be repurposed from the old K Street Mall.

B. Freeport Boulevard between Sutterville Road and Vallejo Way provides access for numerous residential and commercial establishments including William Land Municipal Park, C. K. McClatchy Senior High School and the Sacramento City College. Currently, there are no bike lanes for the most part on this segment of Freeport Boulevard. However, bike lanes exist to the north and south of the project limits.

C. The Department of Public Works has completed a feasibility study that evaluates the implementation of a lane reduction along Freeport Boulevard between Vallejo Way and Sutterville Road (North). Based on the study, the City proposes to modify the roadway cross section from the existing four travel lanes to two travel lanes in order to provide bike lanes.

   An Environmental Impact Report (EIR) was prepared and approved by City Council on November 8, 2012.

D. The project was formally advertised for bids on March 2, 2016, and bids were received on March 23, 2016. It is recommended the construction contract be awarded to the lowest responsive and responsible bidder, Pacific Infrastructure.

E. Construction is expected to begin in May 2016 and be completed in September 2016.

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

Section 1. The Plans and Specifications for the Freeport Boulevard Bike Lanes Project (K15125100) are approved.

Section 2. The FY 15/16 Capital Improvement Program (CIP) is amended by transferring $1,383,000 (Fund 2001) and $237,043 (Fund 2002) from the State and Federal Grant Match Project (T15007200) to the Freeport Boulevard Bike Lanes Project (K15125100).

Section 3. The FY 15/16 Capital Improvement Program (CIP) is amended by transferring $144,000 (Fund 2025) from the Bikeway Program (K15120000) to the Freeport Boulevard Bike Lanes Project (K15125100)

Section 4. The construction contract is awarded to Pacific Infrastructure in the amount of $1,394,430.00 for the Freeport Boulevard Bike Lanes Project (K15125100).

Section 5. The City Manager is authorized to execute a construction contract with Pacific Infrastructure in the amount of $1,394,430.00 for the Freeport Boulevard Bike Lanes Project (K15125100).

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

Freeport Boulevard Bike Lanes Project (PN: K15125100)

Bid # B16151131023

For Pre-Bid Information Contact:
Adam Randolph, Project Manager
arandolph@cityofsacramento.org

Bids to be received before 2:00 P.M. March 23, 2016 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: **$1,170,000.00** Construction Time: **85 Working Days**

Liquidated Damages: $1,200 per working day
Administrative Penalties: $1,000 per working day

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 4/1/2016 9:53:08 AM

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: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

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

Other

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

Public Works | DLSE Debarments

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
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/1/44 through 3/31/47**
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/1/41 through 3/31/44**
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/1/36 through 3/31/39**
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/1/33 through 3/31/37**
Fast Demolition, Inc. 601-C East Palomar Street #123	**4/1/33 through 3/31/37**

Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/1/24 through 3/31/27**
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/1/30 through 3/31/33**
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/1/27 through 3/31/30**
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/1/21 through 3/31/24**
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/1/18 through 3/31/21**
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761 Decision	**8/6/15 through 8/5/18**
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229 Decision	**12/1/15 through 11/30/18**
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832 Decision	**9/11/15 through 3/10/17**

Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLTION, INC.** Decision	**4/01/15 through 3/31/18**
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.	**11/3/14 thorough 11/2/17**

dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 Decision	
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	**5/15/2013 through 5/15/2014**

Dba Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision	
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	**10/15/09 through 10/14/12**

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	
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**

Revised March 15, 2016

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PACIFIC EXCAVATION INC.
LIC. # 694400 C-10 & A

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: TRAFFIC SIGNAL INSTALLATION

BI 43

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
17-3-100 FOUNDATION	1	$4,250.00	EA	$4,250.00
TYPE 1-B FOUNDATION	8	$795.00	EA	$6,360.00
BICYCLE PUSH BUTTON POST FOUNDATION	1	$795.00	EA	$795.00
SERVICE FOUNDATION	2	$795.00	EA	$1,590.00
1-B STANDARD 16'	8	$1,195.00	EA	$9,560.00
BICYCLE PUSH BUTTON POST FOUNDATION	1	$895.00	EA	$895.00
METERED SERVICE	3	$3,855.00	EA	$11,565.00
EXISTING METERED SERVICE MODIFICATION	2	$1,025.00	EA	$2,050.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION	850	$52.00	LF	$44,200.00
LAY UNDERGROUND CONDUIT SYSTEM INSTALLATION	20	$1.00	LF	$20.00
PVC 3"	80	$3.00	LF	$240.00
PVC 2"	790	$2.00	LF	$1,580.00
#5 PULLBOX W/ LOCKING COVER	5	$549.00	EA	$2,745.00
#6 PULLBOX W/ LOCKING COVER	5	$750.00	EA	$3,750.00
#6 PULLBOX TRAFFIC RATED	2	$1,250.00	EA	$2,500.00
#14 THW SIGNAL WIRE	2900	$1.00	LF	$2,900.00
#12 THW SIGNAL WIRE	2380	$1.20	LF	$2,856.00
#10 THW SIGNAL WIRE	1080	$1.50	LF	$1,620.00
#6 THW SIGNAL WIRE	280	$1.80	LF	$504.00
#1 THW SIGNAL WIRE	830	$3.00	LF	$2,490.00
RRFP SYSTEM	8	$7,275.00	EA	$58,200.00
LOOP DETECTORS	6	$450.00	EA	$2,700.00
PEDESTRIAN DISPLAY	4	$825.00	EA	$3,300.00
PED PUSH BUTTONS	1	$450.00	EA	$450.00

BI #43 AMOUNT $167,120.00

9796 Kent Street • Elk Grove, California 95624
(916) 686-2800 • (916) 686-2806 Fax

CENTERLINE
STRIPING COMPANY, INC.
9847 DINO DRIVE
ELK GROVE, CA 95624
CENTERLINESTRIPING.COM

PHONE: (916) 686-8860
ADMIN. FAX (916) 686-8868
ESTIM. FAX: (916) 686-8875
CA LIC. # 499345 A,C32
NV LIC. # 39727 A6, A21
D.I.R. # 1000004030

QUOTATION

JOB FILE #:

JOB NAME: FREEPORT BLVD - SOV
LOCATION:
COMPANY:
ATTENTION:
PHONE: FAX:

QUOTED BY: CORY GAGE
E-MAIL CONTACT: cory@centerlinestriping.com
BID DATE:
DATE QUOTED: 03/28/16 TIME: 11:14 AM
BOND INCLUDED ? NO RATE: 0.94% WITH $200 MINIMUM
IS TRAFFIC CONTROL INCLUDED?
NUMBER OF ADDENDUMS NOTED:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	QUOTE	AMOUNT
	SCHEDULE OF VALUES - COST BREAKDOWN			
	THERMOPLASTIC STRIPING & MARKINGS			
	4" SOLID	9740 LF	0.50	4870.00
	4" SKIP	5626 LF	0.50	2813.00
	6" SOLID	5650 LF	0.75	4237.50
	6" SKIP	1618 LF	0.75	1213.50
	8" SOLID	681 LF	1.00	681.00
	12" SOLID	1232 LF	2.00	2464.00
	24" SOLID	260 LF	3.00	780.00
	PAVEMENT MARKINGS	2552 SF	3.75	9570.00
	REFLECTIVE PAVEMENT MARKERS	126 EA	6.00	756.00
	SEE PAGE 2 OF 2 FOR SPECIFIC TERMS AND CONDITIONS FOR THIS QUOTATION		TOTAL	27385.00

CENTERLINE
STRIPING COMPANY, INC.
9847 DINO DRIVE
ELK GROVE, CA 95624
CENTERLINESTRIPING.COM

PHONE: (916) 686-8860
ADMIN. FAX (916) 686-8868
ESTIM. FAX: (916) 686-8875
CA LIC. # 499345 A, C32
NV LIC. # 39727 A8, A21

QUOTATION

TERMS AND CONDITIONS

JOB NAME: FREEPORT BLVD - SOV
LOCATION:

CENTERLINE CARRIES THE FOLLOWING INSURANCE LIMITS:GENERAL LIABILITY - EACH OCCURANCE $ 1 MILLION / GENERAL AGGREGATE $2 MILLION. COMPLETED OPERATIONS AGGREGATE $ 2 MILLION. EXCESS LIMITS - EACH OCCURANCE / GENERAL AGGREGATE LIMITS OF $5 MILLION

THE BELOW TERMS AND CONDITIONS TO BE INCORPORATED AS A INTEGRAL PART OF THE SUBCONTRACT AGREEMENT.

**** WAIVER OF SUBROGATION IS INCLUDED FOR UP TO 2 (TWO) ENDORSEMENTS. ADDITIONAL COSTS CHARGED FOR MULTIPLE ENDORSEMENTS**
** CONTRACTOR SHALL FURNISH SUBCONTRACTOR WITH ONE SET OF CONTRACT PLANS AND SPECIFICATIONS, INCLUDING ALL ADDENDUMS
** PERMITS, BONDS, OR ANY FORM OF ENGINEERING (STAKING, TESTING, INSPECTION, ETC.) UNLESS OTHERWISE SPECIFIED ARE EXCLUDED
** CENTERLINE STRIPING COMPANY IS NOT RESPONSIBLE FOR DESIGN ERRORS/OMISSIONS IN PLANS OR SPECIFICATIONS
** GENERAL CONTRACTOR TO PROVIDE CLEAN AND CLEAR ACCESS TO PROJECT FOR ALL LABOR PERSONNEL AND EQUIPMENT
** ALL ITEMS NOT SPECIFICALLY MENTIONED IN THIS QUOTATION ARE EXCLUDED
** NO WORK WILL BE PERFORMED IN ADDITION TO OUR BASE BID UNLESS A WRITTEN "CHANGE ORDER" OR "EXTRA WORK AUTHORIZATION" IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE GENERAL CONTRACTOR. ALL EXTRA WORK IS SUBJECT TO THE SAME TERMS AND CONDITIONS AS THE ORIGINAL CONTRACT
** ANY MODIFICATIONS, FIELD INSTRUCTIONS OR CHANGES ORDERS THAT CHANGE THE SCOPE OF THE ORIGINAL BID WORK ARE SUBJECT TO ADDITIONAL COSTS
** THIS QUOTATION IS BASED ON A STANDARD MONDAY THROUGH FRIDAY WORK WEEK. ADDITIONAL COSTS MAY OCCUR FOR WORK PERFORMED ON WEEKENDS
** MAINTENANCE / PROTECTION OF EXISTING STORM DRAIN SYSTEM IS EXCLUDED
**** CENTERLINE STRIPING COMPANY IS SIGNATORY TO THE LABORERS LOCAL 185 AND THE PAINTERS LOCAL 1176**
> ORIGINAL CONTRACT INCLUSIONS AND EXCLUSIONS APPLY TO THIS QUOTATION

We Propose hereby to furnish material and labor - complete in accordance with the above stipulations and quotation for the sum of: 27385.00
Payment to be made upon completion of work and receipt of invoice.
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per stadard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: CENTERLINE STRIPING COMPANY, INC.

Note: this proposal may be withdrawn by us if not accepted within 90 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Invoices are due and payable 30 days from date of invoice. All overdue amounts will be charged an interest charge of 18% per annum.

Company Name:

Authorized Signature:

Date of Acceptance:

Printed Name:

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

Freeport Boulevard Bike Lanes Project
(PN: K15125100)
Addendum No. 1

March 18, 2016

To all Potential Bidders:

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

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

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

For any questions related to this Addendum, contact the Project Manager, Adam Randolph at (916) 808-7803

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

Freeport Boulevard Bike Lanes Project
(PN: K15125100)
Addendum No. 1

ITEM 1 Q & A:

Question:

1. In Item 1.3 – Order of Work, the 5th paragraph on page 5 indicates that between 5/19 and 6/10 construction is restricted to Freeport, south of 9th. After 8/5, we can work anywhere. What are the restrictions between 6/10 and 8/5 other than Park Rd. before 6/6 and McClatchy before 7/4?

2. Also in item 1.3 – Order of Work, on page 6, Construction Milestones indicate to complete final striping before 8/12. If we start on 5/19 and must finish by 8/12, that's only 60 working days, yet the completion time is 85 working days. Please clarify.

3. For bit item No.4 – Measure A Signs, how many signs do we need to install.

Answer:

All restrictions regarding specific locations of work are removed after June 10, 2016. Extra working days are included to allow for initial submittals prior to May 19, 2016 and include time for punch list items after the final striping is completed.

Regarding the Measure A signs, just 2 signs need to be installed on Freeport Blvd, one on each end of the project.

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

Updated 3/19/2015 @ 8:22:26 AM

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 March 23, 2016 and** will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

Freeport Boulevard Bike Lanes Project
(PN: K15125100)

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:

Freeport Boulevard Bike Lanes Project
(PN: K15125100)

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 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 –5
☐ LBE Participation Program Prime Contractor Form **(NEW)**	1 only
☐ Subcontractor and LBE Participation Form **(NEW)**	1 only
☐ Bid Proposal Guarantee	1 only
☐ Drug Free Work Place Certification	1 only
☐ Minimum Qualifications Questionnaire	1 - 6
☐ Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☐ SOV For Lump Sum items *	1 only

***Bidder generated document**

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

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

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

FREEORT BOULEVARD BIKE LANES PROJECT
(K15125100)

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	Final Pay (F)	Unit Price	Total
1.	Mobilization	1	LS		$ 130,000.00	$ 130,000.00
2.	Preconstruction Photographs	1	LS		$ 2,500.00	$ 2,500.00
3.	Clearing and Grubbing	1	LS		$ 40,000.00	$ 40,000.00
4.	Measure A Signs	1	LS		$ 2,500.00	$ 2,500.00
5.	Traffic Control System	1	LS		$ 30,000.00	$ 30,000.00
6.	Roadway Excavation and Grading	2500	CY	[F]	$ 60.00	$ 150,000.00
7.	Microsurfacing (Type 2) To Place	26800	SY		$ 2.50	$ 67,000.00
8.	Aggregate Base (Class 2) To Place	3300	TON		$ 35.00	$ 115,500.00
9.	Asphalt Concrete (3/4") Pavement To Place	720	TON		$ 135.00	$ 97,200.00
10.	3-1/2" PCC Sidewalk To Construct	12410	SF		$ 8.00	$ 99,280.00
11.	3-1/2" PCC Sidewalk To Be Removed and Replaced (As Needed)	1000	SF		$ 14.00	$ 14,000.00
12.	Stamped Concrete To Construct (3-1/2")	810	SF		$ 22.00	$ 17,820.00
13.	6" PCC Sidewalk To Construct	870	SF		$ 12.00	$ 10,440.00
14.	Curb and Gutter Type 1 Mod To Construct	100	LF		$ 35.00	$ 3,500.00
15.	Curb and Gutter Type 2 To Construct	4000	LF		$ 22.00	$ 88,000.00

16.	Curb Type 3 To Construct	730	LF		$ 22	$ 16,060
17.	Curb Type 14 To Construct	270	LF		$ 22	$ 5,940
18.	Modified Median Curb to Construct	75	LF		$ 35	$ 2,625
19.	Bus Pullout to Construct	2320	SF		$ 28	$ 64,960
20.	RSC Driveway To Construct	3820	SF		$ 28	$ 106,960
21.	Truncated Domes to Place On New Ramps	760	SF		$ 45	$ 34,200
22.	Truncated Domes to Place On Existing Ramps	1	EA		$ 800	$ 800
23.	Salvage Existing Bicycle Racks	3	EA		$ 500	$ 1,500
24.	Remove Sidewalk Barricade	1	EA		$ 500	$ 500
25.	Remove Tree	3	EA		$ 1,000	$ 3,000
26.	Remove Sidewalk and Place Bark Mulch	1120	SF		$ 6	$ 6,720
27.	Remove Drain Lead	11	EA		$ 200	$ 2,200
28.	Remove Drain Inlet	12	EA		$ 300	$ 3,600
29.	Modified Type B Drain Inlet To Construct	12	EA		$ 500	$ 6,000
30.	10" Drain Lead To Install	505	LF		$ 45	$ 22,725
31.	Adjust Drain Inlet To Grade	3	EA		$ 500	$ 1,500
32.	Adjust Pull Box to Grade	16	EA		$ 500	$ 8,000
33.	Adjust Utility Box To Grade	3	EA		$ 500.00	$ 1500.00
34.	Remove Traffic Stripes and Pavement Markings	1	LS		$ 9000.00	$ 9000.00
35.	Thermoplastic Traffic Stripe and Pavement Markings	1	LS		$ 28000.00	$ 28000.00
36.	Colored Bike Lanes To Place	1215	SF	[F]	$ 12.00	$ 14580.00
37.	Markings For Colored Bike Lanes To Place	36	SF	[F]	$ 90.00	$ 3240.00
38.	Traffic Sign To Place	50	EA		$ 100.00	$ 5000.00
39.	New Sign Post to Install	14	EA		$ 200.00	$ 2800.00
40.	Traffic Sign To Relocate	7	EA		$ 200.00	$ 1400.00

41.	Traffic Sign To Remove	34	EA		$ 70.00	$ 2380.00
42.	Extend Conduit to New RT Shelter Location	1	LS		$ 1500.00	$ 1500.00
43.	Traffic Signal Installation	1	LS		$ 170,000.00	$ 170,000.00

(F) – denotes final pay quantity

CONTRACTOR NAME: Pacific Infrastructure Construction LLC TOTAL $ 1385630.00

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY (85) 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.

Work under these Special Provisions includes general engineering contractor and electrical contractor tasks as defined by the California Business and Professional Code, the California Code of Regulations, and the California Contractors State License Board (CCSLB). The Contractor shall have a current and active Class A – General Engineering Contractor License issued by the CCSLB at the time of the bid submittal and throughout the construction period. The Contractor, and/or subcontractors performing electrical contractor tasks, shall also have a current and active Class C10 – Electrical Contractor License issued by the CCSLB at the time of the bid submittal and throughout the construction period. The Contractor shall include the license numbers, names of licensees, and any cited violations and violation investigations by the CCSLB within three years prior to the date of the bid submittal in the bid proposal. Failure to include this information will cause the bid to be deemed non-responsive.

Class A License Number: 1004305
Name and Address of Licensee: Pacific Infrastructure Construction LLC 671 Cottingo Ct. Suite A Vacaville CA 95688
Issue Date: 6/9/2015
Expiration Date: 6/30/2017
Violations Status: N/A

Class C10 License Number:
Name and Address of Licensee:
Issue Date:
Expiration Date:
Violations Status:

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

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

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

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

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

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

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

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

Add. #	1	DATE	3/18/2016
Add. #		DATE	
Add. #		DATE	

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

CONTRACTOR:

By _____ (Signature)

Jay Zuellner
(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

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: _____

dress _____

Date 3/23/2016

Contractor's License No. 1004305 Type A
Expiration Date 6/30/2017
Tax I.D. Nos.- Fed. 47350 4282 State CALIFORNIA
City of Sacramento Business Operation Tax Certificate No. 1023256
(City will not award contract if Certificate Number is missing.)

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

☐ **YES** - the firm submitting the bid is qualified as a local business enterprise.

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

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

_____

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

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

_____

_____

_____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

City of
SACRAMENTO

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

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

Prime Contractor Name	Pacific Infrastructure Construction LLC
Prime Contractor Address	871 Cotting Ct Suite A Vacaville CA 95688
(REQUIRED) Prime Contractor DIR Registration #	1000023461

Date	3/23/2016
Bid Amount	$ 1,385,630.00
Is Prime LBE?	☐ Yes ☒ No

		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Business Name	Center Line Striping	1000004030	☐ Yes ☒ No	Striping, Traffic Control (RO) Traffic Signs	$ 75,000.00
License Number	499345				
Address	9847 Dino Dr.				
City, State, Zip	Elk Grove CA 95624				
Contact Person	Cory Gage				
Phone	916 686 8860				
Business Name	Pacific Excavation Inc.	1000000188	☐ Yes ☒ No	Traffic Signal Installation - Extend Conduit	$ 169,000.00
License Number	694400 C10				
Address	9796 Kent St.				
City, State, Zip	Elk Grove CA 95624				
Contact Person	Todd Hanson				
Phone	916 686 2800				
Business Name	The Pavement Maintenance Co.	1000000235	☒ Yes ☐ No	Micro-Surfacing	$ 70,000.00
License Number	~~367~~ 374514				
Address	9390 Elder Creek Rd.				
City, State, Zip	Sacramento CA 95829				
Contact Person	Bruce Taylor				
Phone	916 381 8033				

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

PRINCIPAL OF FIRM:		
Signature	Title: Managing Partner	Date: 3/23/2016

Form Revised 3/9/15

City of SACRAMENTO
Department of Public Works

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

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

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

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

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

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

EXCEPTION: _____ _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: Pacific Infrastructure Construction LLC

BY: _____ Managing Partner **Date:** 3/23/16
Signature **Title**

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

FM 681
(Rev. 10/5/01)

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

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

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

   class A 6/30/2011

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? no

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? no

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? no

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 Vacaville, CA (Location), on 3/23/2016 (Date)

Signature: _____

Print name: Jay Zellner

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Pacific Infrastructure Construction, LLC
Name of Contractor

871 COTTING CT #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 $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

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

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

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

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

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

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

Signature of Authorized Representative

3/23/2016
Date

Jay Zeltner
Print Name

Managing Partner
Title

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

Freeport Boulevard Bike Lanes Project
(PN: K15125100)
Addendum No. 1

March 18, 2016

To all Potential Bidders:

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

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

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

For any questions related to this Addendum, contact the Project Manager, Adam Randolph at (916) 808-7803

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

3/23/2016

Enclosure

Freeport Boulevard Bike Lanes Project
(PN: K15125100)
Addendum No. 1

ITEM 1 Q & A:

Question:

1. In Item 1.3 – Order of Work, the 5th paragraph on page 5 indicates that between 5/19 and 6/10 construction is restricted to Freeport, south of 9th. After 8/5, we can work anywhere. What are the restrictions between 6/10 and 8/5 other than Park Rd. before 6/6 and McClatchy before 7/4?

2. Also in item 1.3 – Order of Work, on page 6, Construction Milestones indicate to complete final striping before 8/12. If we start on 5/19 and must finish by 8/12, that's only 60 working days, yet the completion time is 85 working days. Please clarify.

3. For bit item No.4 – Measure A Signs, how many signs do we need to install.

Answer:

All restrictions regarding specific locations of work are removed after June 10, 2016. Extra working days are included to allow for initial submittals prior to May 19, 2016 and include time for punch list items after the final striping is completed.

Regarding the Measure A signs, just 2 signs need to be installed on Freeport Blvd, one on each end of the project.

City of SACRAMENTO
Department of Public Works

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 South Dakota 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 March 23, 2016 for the Work specifically described as follows:

Freeport Boulevard Bike Lanes Project
(PN: K15125100)

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 16th day of March 20 16.

Pacific Infrastructure Construction LLC
(Contractor) (Seal)
By
Title Managing Partner

ORIGINAL APPROVED AS TO FORM:

City Attorney

Western Surety Company
(Surety) (Seal)
By
Title Betty L. Tolentino, Attorney-in-Fact
Agent Name and Address Arthur J. Gallagher & Co.
1255 Battery St., #450, San Francisco, CA 94105
Agent Phone # (415) 391-1500
Surety Phone # (415) 932-7171
California License # 0726293

(Rev. 1-8-14)

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 March 16, 2016 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.

JANET C. ROJO
COMM. #2041020
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Oct. 9, 2017
PC01 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:
☐ 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, 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

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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 SEAL

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 16th day of March, 2016.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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 03-16-16 before me, Peter Wells - Notary Public
(insert name and title of the officer)

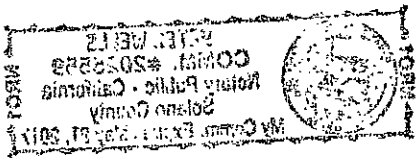
personally appeared Jay Zoellner,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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


PETER WEILS
COMM. #2025959
Notary Public - California
Solano County
My Comm. Expires Sep 21, 2017

City of SACRAMENTO
Department of Public Works

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

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

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Freeport Boulevard Bike Lanes Project
(PN: K15125100)

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

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

_____
(Contractor) (Seal)
By _____
Title _____

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

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

(Rev. 1-8-14)

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 May 3, 2016, 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 ("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:

Freeport Boulevard Bike Lanes Project
(PN: K15125100)

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 **85 WORKING DAYS** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

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

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

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

16. INDEMNITY AND HOLD HARMLESS

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

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

C. Other Insurance Provisions

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

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

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

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

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

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Contract approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

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

The term "Excusable Delay" shall specifically <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

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

DATE 4/7/2016

BY _____

Print Name Jay Zoellner

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:*_____)

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
Department of Public Works

WORKER'S COMPENSATION CERTIFICATION
Freeport Boulevard Bike Lanes Project
(PN: K15125100)

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: 4/7/2016

Contractor PACIFIC INFRASTRUCTURE CONSTRUCTION LLC

By _____
Signature

(Rev. 5-6-91)

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)
Pacific Infrastructure Construction LLC

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.)
871 Cotting Court STE A

Requester's name and address (optional)

City, state, and ZIP code
Vacaville CA 95688

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
47 3504280

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 ▶ Date ▶ 4/7/2016

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

2014 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.
2 0 1 5 0 7 9 1 0 0 5 9

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 9 5 6 8 8

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) Jay Zoellner - Managing Partner Telephone (707) 449-3604

Payee's signature ▶ _____ Date 04/07/16

For Privacy Notice, get FTB 1131 ENG/SP.

7061143

Form 590 C2 2013

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

Bond No.: 929612972
Premium: $11,411.00

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

Freeport Boulevard Bike Lanes Project
(PN: K15125100)

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. Suite 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:
ONE MILLION THREE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED THIRTY DOLLARS ($1,394,430.00), 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 April 6, 20 16.

Pacific Infrastructure Construction, LLC
(Contractor) (Seal)
By
Title Managing Partner

ORIGINAL APPROVED AS TO FORM:
City Attorney

Western Surety Company
(Surety) (Seal)
By
Title Betty L. Tolentino, Attorney-in-Fact
Agent Name and Address 555 Mission St., Suite 200, San Francisco, CA 94105
Agent Phone # (415) 391-1500
Surety Phone # (415) 932-7171
California License # 0726293

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 April 6, 2016 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.

PC01 JANET C. ROJO COMM. #2041020 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Oct. 9, 2017 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: _____

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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

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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 SEAL

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 6th day of April, 2016.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-7-2012

CITYOF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: 929612972
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 hereinafter called Contractor, a contract for construction of:

Freeport Boulevard Bike Lanes Project
(PN: K15125100)

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. Suite 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 ONE MILLION THREE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED THIRTY DOLLARS ($1,394,430.00), 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 April 6, 20 16.

Pacific Infrastructure Construction, LLC
(Contractor) (Seal)
By
Title Managing Partner

ORIGINAL APPROVED AS TO FORM:
City Attorney

Western Surety Company
(Surety) (Seal)
By:
Title: Betty L. Tolentino, Attorney-in-Fact
Agent name and Address: 555 Mission St., Suite 200, San Francisco, CA 94105
Agent Phone #: (415) 391-1500
Surety Phone #: (415) 932-7171
California License # 0726293

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 April 6, 2016 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

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

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 SEAL

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 6th day of April, 2016.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-7-2012

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2016

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

CERTIFICATE NUMBER: 1543051903 REVISION NUMBER:

COVERAGES

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) Comp/Coll	$1,000,000 $ $ $ $$1,000/$1,000
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: Freeport Blvd Bike Lanes Project (PN: K15125100)
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

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:

008979

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: _____
Contractor: _____
Address: _____

Engineering Estimate: _____
Phone: _____
Email: _____

B. Briefly describe the project:

_____
_____
_____
_____
_____

C. Materials Required to be Recycled

50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

50%
of all debris must be recycled

D. Material Management.

1. **How will C&D debris will be stored on the project site:** _____ Mixed C&D _____ Source-Separated
2. **Company to haul away debris:** _____
3. **Facilities to receive debris:** _____

C&D Debris Waste Management Plan
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.

Rev. 02/01/2011

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.

Rev. 02/01/2011

City of
SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814
Phone: 916-808-8300
Fax: 916-808-8281

NOTICE TO PROCEED

DATE

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

RE: PROJECT NAME (PN: XXXXXXXXXXXX)

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

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

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

Respectfully,

_____
Jose R. Ledesma
Contract Services

cc:
RiskManagement
Shareen Kidd
Project File

SPECIAL PROVISIONS

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BETWEEN SUTTERVILLE ROAD (NORTH) AND 21ST STREET
(PN: K15125100)

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SPECIAL PROVISIONS
FOR
FREEPORT BOULEVARD BIKE LANES PROJECT
BETWEEN SUTTERVILLE ROAD (NORTH) AND 21ST STREET
(PN: K15125100)

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

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

The work includes removing and replacing curb gutter and sidewalk, microsealing, and restriping of Freeport Boulevard between Sutterville Road and 21st Street.. Removing and replacing existing deteriorated rolled curb, gutter and sidewalk.

The underground work includes installing new drain inlets and leads and adjusting utility boxes and drain inlets to match new grades.

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install radar speed limit signs, rectangular rapid flashing beacon crosswalks, and modify signalized intersections 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" and any amendments. Reference is also made to California Department of Transportation Standard Specifications, adopted May 2006, referred to herein as "State Standard Specifications" and any amendments. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications unless otherwise specified in these Special Provisions.

1.3 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. Attention is directed toward City Standard Specifications sections 6-10 "Traffic Control Requirements" and 23-6 "General Requirements" for additional information on working hours restrictions, closure and access requirements.

Contractor shall order the electrical materials and install the metered service pedestals as the first order of construction work. The contractor may proceed with other construction work once the metered service pedestal is on order. A copy of the order is to be provided to the Engineer. Once the metered service pedestal is in possession of the Contractor, the Contractor must install the metered service pedestal within 5 working days, unless otherwise directed by the Engineer. The Contractor shall notify the Engineer upon completion of the service pedestal installation, so that the service pedestal is ready for SMUD power connection at the early stages of construction. Once SMUD powers the service pedestal, the main breaker shall be locked out to avoid any electrical hazard while terminating wires at the load side of the distribution breakers. The key should be kept with the Engineer or a qualified electrician provided by the Contractor.

It is the intent of the contract to minimize construction impacts to students and traffic generated by Sacramento City College and McClatchy High School as much as possible. As such, work in the vicinity of the schools will be completed during breaks in the academic sessions.

The academic calendar for McClatchy High School is as follows:

- June 9, 2016 Spring session ends
- August 15, 2016 Fall session begins

The academic calendar for Sacramento City College is as follows:

- May 18, 2016 Spring session ends
- June 6, 2016 Summer session begins
- August 5, 2016 Summer session ends
- August 20, 2016 Fall session begins

Physical Construction is anticipated to begin May 19, 2016. Between the dates of May 19 and June 10, contractor activities, including traffic control, will be restricted to Freeport Boulevard south of 9th Avenue. After August 5, the Contractor may work anywhere within whole project area.

It is expected that the contractor will maintain a minimum of two crews working at separate locations at all times to complete construction within the allowed working days. Contractor may not perform substantial construction on more than two contiguous blocks at one time. After ground is broken on a given block, the contractor will continue to actively work until the work is substantially complete.

Contractor must maintain access to all driveways. The Driveway to the "5th and Freeport" building (NW corner of 5th Avenue and Freeport Boulevard) may only be constructed on a Monday, and must be reopened no later than 9:00 AM the following Tuesday. All other driveways may not be closed longer than 3 days during active construction. Commercial driveways 16 feet or wider must be constructed one half at a time to allow access to businesses at all times. While active work is performed on residential or narrow commercial driveways, accommodations must be made for parking no more than one block away from the closure.

Once construction of the frontage of McClatchy High School commences, it must be completed within two weeks. All frontage improvements in front of McClatchy High School must be complete by July 4.
Microsurfacing may not be placed until after ALL AC paving work has been completed on Freeport Boulevard.

Final Striping may not be placed until after microsurfacing has been placed.

After final striping has been placed, lane closures will not be permitted on Freeport Boulevard for the remainder of construction.

Construction Milestones:

- Complete construction of the block at Park Road Prior to June 6, 2016
- Complete frontage improvements at McClatchy High School prior to July 4, 2016
- Complete final striping prior to August 12, 2016

See "Item No.5 – Traffic Control Systems" for administrative penalties associated with failing to meet milestone dates.

1.4 COMPLETION TIME

The time limit for the completion of all items of work is **eighty five (85) Working Days**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. Non-working days will be assigned for the pole acquisition time period. The Contractor shall pay a sum in the amount of **ONE THOUSAND TWO HUNDRED DOLLARS ($1,200)** as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of **eighty five (85) working days.**

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest setting forth in what respect the Contractor disagrees with the working day statement, otherwise the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

1.5 TIME OF AWARD

Section 3-2, "Time of Award," of the Standard Specifications is hereby amended for this project. Time of Award for this contract shall be made within Sixty (45) calendar days after opening of the proposals to the lowest responsible bidder.

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 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 Adam Randolph of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-7803, FAX (916) 808-7903 or arandolph@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer immediately but at least two (2) weeks prior to the bid opening date.

1.8 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET

The Contractor and its subcontractors must not use 28th Street south of E Street as part of any haul route to and from the Bell Marine Co., Inc./ Harbor Sand and Gravel located at 200 28th Street. Acceptable routes to and from the facility are as follows:

To enter facility:

North on 30th Street
West on E Street
North on 28th Street

To exit facility:

South on 28th Street
East on C Street
South on 29th Street

The Contractor shall be assessed an administrative penalty of $500 for each Contractor or subcontractor dump truck that uses 28th Street South of E Street to enter or exit the Bell Marine Co., Inc/Harbor Sand and Gravel.

1.9 CERTIFICATE OF COMPLIANCE

The Contractor shall provide the Engineer with a manufacturer's "Certificate of Compliance" at the Engineer's request within two weeks. The Certificate of Compliance shall clearly show that

the material, equipment and/or work is in compliance with the tests and specifications set forth in these contract documents.

1.10 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.

1.11 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment, materials, or supplies to be considered as an approved equal must be submitted to the City contact listed in PREBID INTERPRETATION OF CONTRACT DOCUMENTS, for approval no less than ten (10) calendar days prior to the bid opening date. If the City finds said equipment, materials, or supplies to be acceptable, an addendum will be issued notifying all bidders by the close of business on Friday before the bid opening date. If there is no addendum accepting an approved equal, bidders shall submit bids based on the original specified equipment, materials, or supplies.

1.12 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.

1.13 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 Brad Stevenson, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.

- 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.

- McClatchy High School
  Contractor shall contact Gino Dobrescu, McClatchy HS Assistant Principal, at least 2 weeks prior to commencement of demolition work in front of the school.

- Sacramento Municipal Utility District (SMUD)
  Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.

- AT&T
  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 AT&T, 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.

- Regional Transit (RT)
  Contractor shall contact Robert Hendrix, Facilities Supervisor, at (916 556-0354 at least three weeks prior to impacting bus routes or the required removal of bus benches or shelters.

  Urban Forrestry
  Contractor shall contact Kevin Hocker, City Arborist, at (916) 808-4996 prior to any work removing or trimming trees. See Section 1.27 "Protection of Trees" and Item Number 25 "Remove Tree".

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.

1.14 PROJECT SCHEDULING

The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 5 days of the Engineer's written request at any other time. The Contractor shall furnish the schedules using either Microsoft Project or Primavera P6. 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 schedules for the start and completion dates will include a breakdown by individual block. 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.

1.15 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. Any damage too the aforementioned items shall be repaired immediately at the Contractor's expense.

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.

1.16 POTHOLING EXISTING UTILITIES

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.

Potholing shall fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined. The exact location and final number of potholes shall be adequate to verify no conflicts existing with proposed work after the underground facilities have been marked in the field through Underground Service Alert (USA).

The Contractor shall perform 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 gives the Contractor clearance to proceed with the proposed improvements.

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

A total of two (2) non-consecutive working days shall be planned for in the Contractor's schedule for potholing work. 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 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 and be a minimum of 8" AC per Standard Drawing No. T-80.

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

Payment for potholing shall be included in the cost of various other items of work 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.

1.17 PUBLIC SAFETY AND CONVENIENCE

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

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the material involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a relatively smooth and even surface satisfactory for use by public traffic at all times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction

The Contractor shall maintain existing electrical facilities and traffic signals for public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.

Unless otherwise noted in these special provisions 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.

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 meeting the requirements of this section and for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in traffic handling, public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.18 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

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

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

1.19 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.

1.20 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 or affecting property access. 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.

1.21 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.

1.22 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

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

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

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

All substitutions are subject to the approval of the Engineer.

1.23 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.

1.24 RECORD DRAWINGS

Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all facilities as-built. Drawings shall be kept current weekly, with all work instructions and Change Orders, accommodations, and construction adjustments. Drawings shall be subject to the inspection by the Engineer at all times, and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to City's acceptance of the Work, Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings, accurately showing all the information required above. If the Engineer does not approve the record drawings, Contractor shall revise and resubmit the record drawings as necessary to obtain the Engineer's approval. If Contractor fails to comply with the requirements of this section, the City may deduct and retain the cost of preparing the record drawings from the Contract.

1.25 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.

1.26 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 the various items of work involved, and no additional compensation shall be permitted.

1.27 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, Kevin Hocker at (916) 808-4996 or KHocker@cityofsacramento.org. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arboriculture, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.28 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, Kevin Hocker at (916) 808-4996 or KHocker@cityofsacramento.org and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.

Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark

ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.29 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).

1.30 HEALTH AND SAFETY

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

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

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

1.31 PERMITS AND STAGING AREA

If the Contractor decides he/she needs additional working easement areas, work sites or material sites to facilitate his operation, it shall be his sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and material sites.

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property.

Prior to work within the City-owned property, a right of entry must be obtained through the City of Sacramento Real Estate division. Contact Bill Sinclair (916) 808-1905, bSinclair@cityofsacramento.org, and submit a written application for right of entry a minimum of 2 weeks prior to required entry.

An application for the right of entry must detail the full legal name of the company, the company's main point-of-contact, the name of the person(s) responsible for signing the right of entry including his or her title, dates and durations of requested entry, activities requiring entry, proposed work hours, a description of any materials and equipment to be stockpiled and areas where stockpiles will be kept depicted on a detailed aerial exhibit, fueling or maintenance operations planned, and any other potentially hazardous materials that may be located on site, as well as any other pertinent information related to the project that should be disclosed.

All areas lying outside of the street right-of-way which are affected by the work shall be restored to the same, or better condition existing prior to the commencement of the work, to the satisfaction of the Engineer.

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

1.32 EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

2. ITEMS OF WORK

ITEM NO. 1 - MOBILIZATION

Mobilization shall conform to Section 11 of the State Standard Specifications.

Payment shall be made as specified in the State Standard Specifications.

ITEM NO. 2 - PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall conform to Section 11 of the Standard Specifications. Contractor shall inform the inspector prior to taking preconstruction photographs.

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

ITEM NO. 3 - CLEARING ANG GRUBBING

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

Sprinkler/irrigation system pipes and heads which interfere with proposed improvements shall be relocated to the right-of-way line as part of this item. The property owner shall be notified in writing of the relocation two (2) working days prior to its initiation. The existing sprinkler/irrigation system relocation shall be completed within three (3) working days of the initiation of work. Salvaged irrigation material shall be returned to the property owner along with other privately owned facilities shown on the Plans to be removed. All other excess material shall become the property of the Contractor and be disposed of away from the project site.

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

ITEM NO. 4 - MEASURE-A SIGNS

Measure A Signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications, and these Special Provisions.

The Contractor shall notify UNDERGROUND SERVICE ALERT (USA) by calling 1-800-642-2444 at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts.

The Contractor shall manufacture, furnish and install Measure A signs measuring 3'x1.5' as shown on the Exhibit **below**. Sheeting Grade shall be ASTM Type 11 or 3M DG Cubed specifications designed to enhance nighttime visibility of traffic control signs and objects. Type 11 or 3M DG Cubed sheeting shall have a pre-coated adhesive protected by an easily removable liner.

Sign panel shall be aluminum conforming to 5052-H38. The sign panel shall be 0.08" thick.

The bottom of sign shall be installed a minimum of 7' from adjacent ground. Sign posts shall be 4"x4" pressure treated wood and embedded in post holes with Class 'B' concrete.

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

The Contractor shall notify the Engineer two (2) working days prior to the placement of the sign. The Contractor shall review the proposed sign location with the Engineer prior to installation. The Engineer may make adjustments to the proposed sign location in the field.

Upon completion of the project, the sign panel shall be protected from damage and returned to the Traffic Signs and Markings Section located at the City Corp Yard 5730 24th Street Building 9. All other material shall remain the property of the contractor.

Measure A signage shall be consistent with the following City detail:

1.5'
3'
SACRAMENTO
GO
Sacramento Transportation Authority
City of
SACRAMENTO
Your
Measure A
Transportation
Sales Tax
at Work
FREEPORT BOULEVARD
BIKE LANES PROJECT
1"
1D
0.5"
4" GO LOGO
0.5"
0.75D
1"
0.5"
1"
0.75D
0.75"
1D
0.5"
1"
4" CITY OF SAC LOGO
2D
1"
2.5D
1"
2D
1"
2D
1"
2D
1.5"
1.5D
1"
1.5D
1.75"
c100 m87 y33 k23
c0 m0 y100 k0
c88 m29 y67 k13
REV.
DATE
DESCRIPTION
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS
APPR'D BY:
NO SCALE
DATE: XX-XX-XXXX
DWG. NO.

Payment shall be at the lump sum price bid for Measure-A signs and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with the installation, relocation as necessary, and maintenance of Measure A signs, as specified in these Special Provisions, the State Standard Specifications and as directed by the Engineer.

ITEM NO. 5 - TRAFFIC CONTROL SYSTEMS

Traffic Control Systems shall conform to the provisions in Section 6-10, "Traffic Control Requirements," of the Standard Specifications and these Special Provisions. Included in this bid item is the preparation, revision, and implementation of a traffic control plan and a detour plan, and no additional compensation will be provided to the Contractor therefor.

Contactor shall be solely responsible for furnishing, installing and maintaining all warning signs and devices necessary to safeguard the general public and the work and for providing proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and shall not be limited to working hours. The use of flaggers, barricades and construction signing shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (M.U.T.C.D).

ACCESS TO DRIVEWAYS, HOUSES AND BUILDINGS

Access and passable grades shall be maintained at all times for business establishments during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained to fire hydrants, homes, commercial and industrial establishments. Access to these facilities shall be continuous and unobstructed unless otherwise approved. Ramps and driveways shall not have "lips" or elevation differences greater than three-eighths of an inch (3/8"). When abutting property owner's access across the right-of-way line is to be eliminated, repaired, or replaced under the Contract, the existing access shall not be closed until their replacement access facilities are completed and functional.

ERECTION OF SIGNS FOR BUSINESS OWNERS

The Contractor shall erect signs indicating that businesses are remaining open during construction while sidewalk or driveway work is performed in front of said businesses.

ERECTION OF SIGNS TO EXPEDITE PASSAGE OF VEHICLES

The Contractor shall erect such warning and directional signs as necessary or as directed by the Engineer for expediting the passage of public traffic through or around the Work and the approaches.

TRAFFIC CONTROL AND DETOUR PLAN

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. Revisions to the plan shall be submitted three working days prior to related work. A copy of the Traffic Control Plan and Detour Plan shall be available on site at all times. 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.

The traffic control plans and schedule shall be developed with the following requirements:

1. On working days, between 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m., Contractor shall maintain the number of lanes normally available on all Primary Streets unless otherwise approved in writing by the City Traffic Engineer.

2. Weekend work from 8:30 am to 5:30 pm may be approved by the Engineer.

3. Contractor shall abide by the City noise ordinance.

4. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the Contractor.

5. Freeport Boulevard may be temporarily re-striped as shown in plans in order to close the #2 lane of southbound Freeport Boulevard to traffic. Stage 1 (south of 10th street) may be restriped at any time. Stage 2 (north of 10th street) may not be re-striped until after June 9, 2016

6. **The Contractor shall pay a sum in the amount of ONE THOUSAND TWO HUNDRED DOLLARS ($1,000) as administrative penalty for each day delay past a milestone date.**

7. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the project during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

8. No work will be allowed if the Contractor does not adhere to these traffic control guidelines.

9. Two-way vehicular traffic must be maintained at all times on Freeport Boulevard.

10. The time between the Contractor excavating the existing pavement and sidewalk and the placing the new pavement and sidewalk shall not exceed 10 working days for any given area of work.

11. 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.

12. 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.

13. 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.

14. At least one driveway must remain open at McClatchy High School at all times. The Contractor shall coordinate the driveway closures with McClatchy High School Staff 5 calendar days in advance.

15. 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.

PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs. The contractor must place Portable Changeable Message Signs at each end of Freeport Boulevard and on 21st Street notifying the traveling public of the planned road work a minimum of two weeks prior to breaking ground. The PCMS shall remain in place for the duration of the road work.

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)

Upon request, 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.

Comply with the manufacturer's operating instructions for 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. You may use more than 1 portable changeable message sign to meet this requirement.

Only display the message as directed by the Engineer or specified in these special provisions. The message shall warn passing motorists, cyclists, and pedestrians of the planned road work and provide work dates.

The text of the message displayed on portable changeable message sign must not scroll, or travel horizontally or vertically across the face of the message panel.

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, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way.

The contractor must immediately comply with the Engineer's request to modify the displayed message.

Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way.

Unless placed in on-street parking, use traffic control for shoulder closure to delineate portable changeable message sign.

Changeable message signs shall be placed where approved by the Engineer. The message on the changeable message sign shall be approved in writing by the Engineer two days prior to installment on the roadway. **If the Contractor fails to install changeable message signs per these guidelines, the Contractor shall pay $1,000 per day per street as administrative penalty, for each day the work is being performed.**

Payment shall be at the lump sum price bid for traffic control system and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with traffic control systems as specified in these Special Provisions and as directed by the Engineer. This includes all work and costs associated with traffic control plan and detour plan submittals and revisions, detour plans, traffic area signs, and the procurement, placement, maintenance, and removal of portable changeable message signs and other construction area signage.

ITEM NO. 6 - ROADWAY EXCAVATION AND GRADING

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

Excavation shall include sawcutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), native material and soil to allow construction of improvements to the lines and grades shown on the Plans. This item shall include grading behind the proposed curb, gutter and/or sidewalk necessary to match the existing grades and improvements.

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

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

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

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

Payment shall be made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading shall be included in the unit bid price for this item and shall not be made separately.

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

ITEM NO. 7 - MICROSURFACING (TYPE II) TO PLACE

Microsurfacing shall consist of mixing a polymer modified, cationic microsurfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a

pavement surface where shown on the plans, in conformance with the provisions in these special provisions, and as directed by the Engineer.

Material:

The material for microsurfacing shall conform to the following requirements:

Microsurfacing Emulsion (MSE)

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

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

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

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

Water and Additives

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

Mineral Filler

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

Black Aggregate

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

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

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

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

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

The mineral aggregate shall also conform to the following:

Test	Test Method	Requirements
Sand Equivalent	CTM 217	70 min.
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	CTM 214	15% Maximum w/NA_2SO_4 25% Maximum w/$MgSO_4$
Loss in L.A. Rattler (100 Revolutions)	CTM 211	10% max.
Loss in L.A. Rattler (500 Revolutions)	CTM 211	30% max.
Percentage of Crushed Particles	CTM 205	95% min.
Durability Index	CTM 229	75 min.

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

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

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

Adjustments may be required during construction based on field conditions.

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

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 Minute (Set) (min.) @ 60 Minute (Traffic) (min.)	TB* 139	12 kg-cm 20 kg-cm
Excess Asphalt	TB* 109	540 g/m2
Wet Stripping (min.)	TB* 114	90%
Wet Track Abrasion 6-day Soak Loss (max.)	TB* 100	810 g/m2
Displacement Lateral (max.) Specific Gravity After 1000 Cycles of 125 lbs. (56.8 kg)(max.)	TB* 147A	5%. 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 77°F (25°C)	TB* 113	Controllable to 120 Seconds
TB* = Technical Bulletin		

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

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

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

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

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

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

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

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

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

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

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

Mixing and Spreading Equipment:

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

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

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

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

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

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

Spreader Box

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

prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of microsurfacing and MSE at the start of each work shift.

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform microsurfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the microsurfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

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

Preparation of Surface:

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

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

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

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

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

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

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

Placing:

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

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

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

Microsurfacing Type	Location	Spread Rate
Type II	Full Traffic Width	10 - 20 (5.5 - 11.0)
Type III[1]	Full Traffic Width	20 - 32 (11.0 - 17.5)
Type III[2]	Full Traffic Width	30 - 32 (16. 0 - 17.5)
Notes: 1. For microsurfacing over asphalt concrete pavement. 2. For microsurfacing over Portland cement concrete pavement and concrete bridge decks.		

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

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

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

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

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

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

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

Test Strip:

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

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

Repair of Early Distress:

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

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

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

ITEM NO. 8 - AGGREGATE BASE CLASS 2 TO PLACE

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

This item shall include placing Class 2 aggregate base in the pavement section and under the proposed curb, gutter, sidewalk and driveways.

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

ITEM NO. 9 - ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE

Asphalt concrete shall be Type A, 3/4" maximum aggregate (coarse) and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

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

ITEM NO. 10 - 3 ½" PCC SIDEWALK TO CONSTRUCT

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

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

The construction of curb ramps shall be paid under this item of the proposal. The curb ramps shall be constructed where shown on the Plans or as directed by the Engineer.

At locations where curb ramps or sidewalks are being retrofitted into existing sidewalk areas, sidewalk shall match existing color by adding one pound of lamp black per cubic yard of concrete. Placing aggregate base shall be measured and paid for as described in "Aggregate Base Class 2 to Place".

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

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

placing 3-1/2" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 11 - 3 ½" PCC SIDEWALK TO BE REMOVED AND REPLACED (AS NEEDED)

It is anticipated that at certain locations concrete removal adjacent to existing improvements may damage the existing 3-1/2" PCC sidewalk. The contractor shall remove and replace any damaged sidewalk panel as determined by the Engineer

At these locations, Portland cement concrete (PCC) sidewalk shall be removed and replaced as deemed necessary in the field by the Engineer. The contractor and the Engineer will conduct a site survey to determine these locations prior to construction. Portland cement concrete (PCC) sidewalk to be removed and replaced shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

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

ITEM NO. 12 - 6" PCC SIDEWALK TO CONSTRUCT

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

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

The construction of curb ramps shall be paid under this item of the proposal. The curb ramps shall be constructed where shown on the Plans or as directed by the Engineer.

At locations where curb ramps or sidewalks are being retrofitted into existing sidewalk areas, sidewalk shall match existing color by adding one pound of lamp black per cubic yard of concrete. Placing aggregate base shall be measured and paid for as described in "Aggregate Base Class 2 to Place".

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 6" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 13 - STAMPED CONCRETE TO CONSTRUCT (3 ½")

Stamped concrete (3-1/2" thick) shall be constructed where shown on the Plans. Contractor shall submit a color sample per the Specification to the Engineer for review and approval prior to placement.

The Stamped Concrete section shall consist of 3-1/2" Stamped Concrete over 4" AB Class 2. The AB Class 2 is paid for under a separate item of work. Paving work shall include deep tool joints (1" min. deep) at 13' on center maximum. Expansion joints shall be placed adjacent to all vertical surfaces.

Concrete shall have a minimum compressive strength of 3,500 psi. Portland cement shall conform to ASTM C 150 Type II. Install in a separate pour from the curb.

Expansion Joint Fillers: ASTM D 994; asphaltic compound strips, ½" thick unless otherwise noted, precut to proper size; on-grade slabs, walks, curbs, gutters, and similar flatwork where joints are not otherwise noted or specified.

Coloring, Imprints, Curing and Sealing Materials:
Color Hardener: The concrete shall be colored with "Granite Grey" Color Hardener (Regular Grade). Pattern shall be Brick Running Bond pattern, stamped perpendicular to adjacent concrete curb.

All paving shall be reinforced with 10 gauge welded wire fabric, 6" X 6" grid openings. Set fabric in center of concrete section.

All stamped concrete shall be sealed in accordance with the manufacturer's recommendations, and as noted below.

The area to receive stamped concrete shall have the sub-grade prepared as required in Sections 14 and 24 of the Standard Specifications, the Plans and these Special Provisions.

Placing:
Formwork shall be installed in accordance with the Standard Specifications and as noted in these provisions.

Absorbent forms shall be thoroughly wetted before concrete is placed. Aggregate base/sand beds for slab-on-grade shall be moist but not saturated when concrete is placed.

Placing of concrete shall be done immediately after mixing. No concrete shall be placed or used after it has begun to set and no retempering will be allowed. The method used in placing shall be such that concrete is conveyed to place and deposited without separation of the ingredients. No concrete shall be placed with a free unconfined fall in excess of five (5) feet nor shall it be allowed to cascade through reinforcing steel in such a manner as to promote segregation.

Splash or accumulations of hardened or partially hardened concrete shall be removed. Contact faces of forms for exposed concrete shall be protected from splash during placing of adjacent concrete. Concrete containing piping shall be placed in a manner that will prevent damage to pipes.

Placing of concrete shall be carried out in a continuous operation without interruption until placing of course, section, panel or monolith is completed.

Distribution of concrete shall be even and continuous and no pour joints shall show. Before a pour is started, make certain that adequate equipment, workers and concrete will be available to pour in cycles, which will permit proper and thorough integration of each layer on concrete. Upon stopping of pour, the top surface shall be on a level. Points of deposit in walls shall be spaced so that it will not be necessary for concrete to flow laterally more than 24 inches.

No concrete shall be placed for any element until reinforcing of same is fastened in place and until forms are complete. No concrete shall be placed before work that is to be embedded has been set. Notify other crafts so they may deliver anchors, inserts, etc., or other work to be embedded in ample time and also notify them when their assistance with setting is required. Reinforcing or other materials that have been set in place shall not be disturbed.

No pipes except electrical conduits 1-1/4" and less in diameter shall be embedded in structural concrete. Before placing concrete, such pipes and large conduits shall be sleeved providing ½" clearance, minimum all around. Sleeves shall be positioned so as not to impair strength of surrounding elements. Sleeves and inserts will be provided and set under the other section of the work.

Remove debris, mud and water from places to receive concrete. Verify depths of any depressed slab conditions for suitability with type and method of surfacing to be applied over the concrete.

Concrete splash and/or grout shall be removed from surfaces that will receive finish. Provide protection of all finished surfaces so not to splash concrete on other finishes.

Place no concrete in water unless written permission from Structural Engineer has been obtained.

Maintain continuous and accurate log of placing of concrete in structure.

Notify Engineer 48 hours minimum prior to placing of any concrete.

Provide continuous inspection during the placement of concrete.

Provide reinforcement to paving as noted above.

Place, screed, and slope paving to finished grade, and floated to a uniform surface using standard finishing techniques.

Concrete shall be thoroughly compacted be means of internal mechanical vibrators. Place vibrators directly in concrete at 18" to 30" intervals, for a period of approximately 5-15 seconds and withdraw slowly, or as directed, depending on the consistency of the concrete. One vibrator will be required for each location where simultaneous placing takes place, to ensure thorough vibrating of all sections. Provide sufficient spare vibrators on the job so as to have them readily available in case any vibrator in use should cease to function properly. If original spare vibrators must be used, provide additional spares. Under no condition shall vibrator be placed against reinforcing steel or attached to forms. Vibrators may not be used to transport materials.

Vibrator shall be of the flexible immersion type having frequency of not less than 7000 rpm.

Voids and rock pockets shall be eliminated; voids and rock pockets in exposed concrete may be cause to reject that portion of the Work.

Placement of construction joints and the manner in which they are provided shall be only as approved or as shown on the Drawings. Construction joints shall be as few as possible and will not be permitted simply to save forms. Submit shop drawings of construction joints showing proposed locations and details. Submit for review prior to forming or placing concrete.

Construction joints, including keys, shall be cleaned and roughed by removing entire surface and exposing clean aggregate, solidly embedded, by means of sandblasting or other approved methods. Forms and reinforcing shall be cleaned of drippings, debris, etc. Just before starting of new pour, horizontal surfaces shall be covered with ½" to 1" thickness of grout that is composed of cement and fine aggregate of the same proportion as that used in concrete work, but omitting the 1 ½" aggregate when 1 ½" is the maximum size or omitting half of the ¾" aggregate where ¾' is the maximum size. Proportions will be determined by the testing agency.

Place filler material so that the top of the surface is level and aligned uniformly ¼" below adjacent concrete surface; provide where walks abut vertical surfaces, at not over 20 foot centers horizontally in paving, and at other locations so noted on the Drawings. Follow Drawings for pattern, where indicated; where not indicated, coordinate locations with Engineer before proceeding.

Color Hardener shall be applied evenly to the surface of the fresh concrete by the dry-shake method using a minimum of 60 pounds per 100 square feet. It shall be applied in two or more shakes, floated after each shake and troweled only after the final floating. Prior to shake, thoroughly mask off adjacent concrete not intended to be colorized.

Clear Liquid Release Agent shall be applied evenly to the troweled surface prior to imprinting.

While still in its plastic stage of set, the imprinting tools shall be applied to the surface.

After the initial curing period, the surface of the slab shall be sealed with Color over the red brick for antiquing and penetrating sealer.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in constructing colored concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Placing aggregate base shall be measured and paid for as described in "Aggregate Base Class 2 to Place".

ITEM NO. 14 - CURB AND GUTTER TYPE 1 MOD TO CONSTRUCT

Portland cement concrete curb and gutter type 1 mod shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10 and 24 of the Standard Specifications.

Curb and Gutter Type 1 Mod shall match the dimensions, slopes, and thicknesses of the existing curb and gutter to which it conforms.

The curb and gutter portion of driveways, curb ramps and transitions to existing shall be paid for with this item of work.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp back per cubic yard of concrete.

Surface restoration of the landscape strip behind the curb and gutter shall be included in this item.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type 1 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 15 - CURB AND GUTTER TYPE 2 TO CONSTRUCT

Portland cement concrete curb and gutter type 2 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of driveways, curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp back per cubic yard of concrete.

Surface restoration of the landscape strip behind the curb and gutter shall be included in this item.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 16 - CURB TYPE 3 TO CONSTRUCT

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

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

ITEM NO. 17 - CURB TYPE 14 TO CONSTRUCT

Portland cement concrete curb type 14 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 14 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 18 - MODIFIED MEDIAN CURB TO CONSTRUCT

Portland cement concrete median curb shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10 and 24 of the Standard Specifications.

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

ITEM NO. 19 - BUS PULLOUT TO CONSTRUCT

Portland cement concrete Bus Pullout shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 21 and 24 of the Standard Specifications.

This item shall include reinforcing steel as shown on plans.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing reinforced curb and gutter as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Placing aggregate base shall be measured and paid for as described in "Aggregate Base Class 2 to Place".

ITEM NO. 20 - RAPID STRENGTH CONCRETE DRIVEWAY TO CONSTRUCT

Driveways shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 19, 24 and 38 (DWG.T-21 and T-22) of the Standard Specifications. Commercial driveways shall be 6" thick. Driveways shall be constructed of rapid strength concrete (RSC). Driveways shall be constructed at a maximum 10:1 slope in planter area and at a maximum 2% where the sidewalk is attached to curb and gutter. Driveways shall have 6" thick aggregate base (class 2) section beneath the RSC.

Existing driveways and walkways shall be sawcut at the locations marked by the Engineer in the field.

The City reserves the right to add, eliminate and /or modify any driveway in the field.

Driveway surfacing which has been removed in order to construct new driveway conforms shall be temporarily resurfaced with aggregate base if the time between removal and replacement will exceed three (3) calendar days. Once the existing driveway surfacing has been removed, the driveway conform area shall be maintained in a dust-free, finish graded condition until the permanent driveway conforms are constructed.

The area around reconstructed driveways shall be finish graded as directed by the Engineer.

The cost of staging the driveway as required in section 1.3 of these specifications shall be included in this item of work, and no additional compensation will be allowed.

Submit the Rapid Strength Concrete (RSC) mix design at least 10 days before use. 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- Opening age is defined as the age at which the concrete will achieve the specified strength for opening to public or construction traffic.
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

When using volumetric proportioning, submit the following:

1. Aggregate moisture test results
2. Log of production data

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.

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 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.

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.

Supplementary cementitious material is not required.

RSC may be proportioned and placed by a volumetric mixer.

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.

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.

Payment shall be at the unit price bid per square foot and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing driveway as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Placing aggregate base shall be measured and paid for as described in "Aggregate Base Class 2 to Place".

ITEM NO. 21 - TRUNCATED DOMES ON NEW RAMPS

Cast in place truncated domes shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications. Panels will be trimmed as necessary to install as shown in plans.

Detectable Warning Tiles shall be Armor Tile, ADA Solutions or approved equal, as manufactured by Engineered Plastics Inc.: Product (#1) #ADA-C3648S-YW, Cast in Place, Sound Amplifying, Color Federal Yellow, Product (#2) #ADA-S-3648-YW, Surface Applied, Sound Amplifying, Color Federal Yellow or ADA Solutions Product (#1) # 3648IDPAV1Y, Cast in Place, Sound Amplifying, Color Federal Yellow, Product (#2) # 3648IDRET1Y, Surface Applied, \Sound Amplifying, Color Federal Yellow. Detectable Warning Tiles shall have a five (5) year written warranty.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. Detectable warning and installation shall have a five (5) year written warranty.

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

ITEM NO. 22 - TRUNCATED DOMES ON EXISTING RAMPS (36" X 48")

On an existing compliant ramp truncated domes shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

Truncated domes shall be Armor Tile, ADA Solutions or approved equal as manufactured by Engineered Plastics Inc., Product #ADA-S-3648-YW, Surface Applied, 36"x48", Color Yellow.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. Detectable warning and installation shall have a five (5) year written warranty.

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

ITEM NO. 23 - SALVAGE EXISTING BICYCLE RACKS

This item shall include the removal of existing bicycle racks as shown on the Plans. The existing bicycle racks shall be cleaned of all foreign material and delivered to the City of Sacramento North Area Corporation Yard, Division of Field Services, 918 Del Paso Road, Attention: Dave Hernandez, Street Maintenance Supervisor (916) 808-6299.

Payment shall be at the price bid per each existing bicycle rack to remove and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to salvage existing bicycle rack.

ITEM NO. 24 - REMOVE SIDEWALK BARRICADE

Existing sidewalk barricade shall be removed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Care will be taken to remove posts with minimal damage to concrete ramp. Grouting of post holes will be included in this item.

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

ITEM NO. 25 - REMOVE TREE

Removal of trees greater than 12", at those locations shown on the plans shall conform to Section 12 of the Standard Specifications and these Special Provisions and as directed by the Engineer.

Trees with trunks greater than 8" diameter must be posted for removal 10 days in advance.

Notify Urban Forestry a minimum of two weeks prior to removal of any trees.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing

trees as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 26 - REMOVE SIDEWALK AND PLACE BARK MULCH

Replace sidewalk with bark mulch shall include sawcutting and removal of Portland Cement Concrete (PCC) sidewalk called out explicitly in plans as "remove sidewalk" and replacing with weed barrier and bark mulch. This item shall removing existing sidewalk, grading, and installing new landscape fabric and a three inch (3") layer of bark mulch as shown on the drawings in conformance with the applicable paragraphs of Section 35 of the Standard Specifications and these Special Provisions. Removal of existing sidewalk for the construction of new features including, but not limited to, sidewalks, ramps, driveway, or new pavement shall be measured and paid for as described in "Roadway Excavation and Grading".

1. Mulch shall be evenly spread in all shrub and groundcover areas to a three inch (3") finished depth at the time of final acceptance by the City. Mulch shall be Large Walk-On bark, one-inch (1") minimum to four-inch (4") maximum in length. Contractor shall submit a mulch sample to the Engineer for approval at least forty eight (48) hours prior to installation.

2. Landscape Fabric shall be Fabriscape Professional Landscape Fabric, 3 ounce Spunbond or an approved equal. Tensile Strength shall be 130 lbs and shall conform to ASTM D-4632. Elongation at break shall be less than 70% and conform to ASTM D-4632 and Puncture Strength shall be a minimum of 35 lbs and conform to ASTM D-4751. The Coefficient of Permeability shall be 4x10-2 cm / second and conform to ASTM D-4491. The landscape fabric shall be secured to the prepared subgrade with 3" mulch. Installation of the landscape fabric shall be installed to cover all of the shrub and ground cover areas. The landscape fabric shall be installed as one piece and installation of landscape fabric shall not have pieces smaller than 3' x 3' square unless approved by the construction inspector. The landscape fabric shall be free from holes. No landscape fabric shall be exposed upon final acceptance by the City of Sacramento.

3. Staples or Fasteners – Landscape fabric shall be held in place by the use of staples or fasteners along all corners and seams at approximately 10' O.C. or closer as required to hold Landscape fabric in place.

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

The Contractor shall exercise extreme care to avoid damaging existing sidewalk adjacent to removal area. The cost of repairs to damaged curb and gutter shall be considered as included in this item, and no separate payment shall be made therefore.

Payment shall be at the price bid per square foot based on final pay quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for

doing all work involved with replacing sidewalk with bark mulch as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 27 - REMOVE DRAIN LEAD

Existing storm drain lead shall be removed where shown on the plans and in accordance with these special provisions. Removal of storm drain pipes shall conform to the requirements of Section 13-3 of the Standard Specifications.

Patching of connections to existing storm drain maintenance holes is considered as included with this item and no additional compensation will be allowed therefor.

Payment shall be at the price bid per each drain lead to remove and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to remove drain lead.

ITEM NO. 28 - DRAIN INLET TO REMOVE

This item shall include the removal of existing drainage inlets as shown on the Plans. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: William Roberts, Drainage Superintendent (916) 808-6955.

Pavement cutting for the removal the drain inlet shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the price bid per each drain inlet to remove and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to remove drain lead.

ITEM NO. 29 - MODIFIED TYPE B DRAIN INLET TO CONSTRUCT

Modified Type B Drain Inlets shall conform to Sections 20, 24 and 38 (dwg S-20) of the Standard Specifications.

Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place, maximum wall thickness shall be 8-inches.

Prior to coring new inlets, drainage lead depths will be verified in the field and potholing will be performed to identify potential conflicts with inlet or drain lead installation.

The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ inch and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and

the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

The open back hood shall be cast iron or approved equal.

The vertical distance between the grate and the top of the hood shall be a minimum of 5" and a maximum of 8". If the top of the hood must be placed below the top of curb, there shall be a minimum 3" cover of concrete. One number 4 rebar shall be placed in the concrete and shall extend 12" on both sides of the hood. If the top of the hood is placed flush with the top of curb, the Contractor shall embed hood in concrete, 4 inches from the back of the hood extending 6 inches beyond both ends of the hood.

Drain lead shall be connected to drain inlet with approved waterstop cast into side wall with non-shrink grout. Waterstop shall have a minimum of 2-inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

Surface restoration shall be in accordance with the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to drain inlet removal and installation shall be paid for as part of this item.

Drain Inlets shall be labeled per the City Standard Specifications.

Payment shall be at the unit price indicated in the proposal per each modified Type B drain inlet constructed and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to construct this item complete in place. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 30 - 10" DRAIN LEAD TO INSTALL

Where shown on the Plans, 10-inch diameter drain inlet leads shall be PVC. Drain lead connections shall be included in this item. Drain inlet lead shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

If the depth of cover is less than 12 inches, the Contractor shall encase pipe with controlled density fill as specified in the General Requirements, "Trench Excavation and Backfill," herein or with concrete protective covering as specified in the Standard Specifications, Section 38, S-250. When the Engineer approves shallow placement of DI leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8 of the Standard Specifications.

When connecting to a manhole:

A) If a precast manhole base is allowed, the Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 18-inches to 24-inches from the wall of the manhole.

B) All connections to the manholes not cast as part of the base shall be made by use of a coring machine and a "Cor-N-Seal" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

After mandrel inspection, the DI leads placed may be inspected by the City's Field Services Division utilizing a robotic T.V. camera. It shall be the Contractor's responsibility to coordinate the T.V. inspection with the Engineer.

This item shall also include the removal or abandonment of existing drain leads. Contractor shall remove pipe that is less than 2 feet from the finished surface. If pipes are deeper than 2 feet from the finished surface, it is the Contractor's option to remove or abandon existing leads (per Standard Specification 13-2(e)). All pipe removed shall become the property of the Contractor and disposed of away from the project site.

The lead invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.0025 ft/ft unless otherwise approved by the Engineer. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing, or altering drain inlet or lead elevations.

Payment shall be at the unit price bid per lineal foot of proposed drain lead to install and shall include full compensation for furnishing all labor, materials, tools, surface restoration, equipment and incidentals and for doing all work involved in constructing drain inlet leads as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 31 - ADJUST INLET TO GRADE

Existing drainage inlets, where shown on the plans to be adjusted, must be adjusted to grade in accordance with the provisions in Section 15-2.05, "Reconstruction," and Section 15-2.05A, "Frames, Covers, Grates, and Manholes," and other applicable provisions in Section 15, "Existing Highway Facilities," of the State Standard Specifications and these Special Provisions.

Concrete must be minor concrete conforming to the provisions in Section 20-3, "DRAIN INLETS," of the Standard Specifications.

Adjustment of drainage inlets must be performed before paving and must be limited to the area to be paved or surfaced during the working day in which the adjustment is performed. The top of the inlet grate or cover must be protected from the hot mix asphalt during paving operations by means of heavy plywood covers, steel plate covers or by other methods approved by the Engineer. Excess paving material must be removed before rolling.

Existing frames and covers may be reused. If the existing frame and cover is damaged by Contractor's operations, and cannot be reused as determined by the Engineer, Contractor must replace them with like materials at no cost to the City.

Payment shall be at the unit price indicated per each inlet adjusted to grade and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to construct this item complete in place. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 32 - ADJUST PULL BOX TO GRADE

This item shall pay for adjusting existing pull boxes to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for protecting all cables and conduits from injury or damage during the construction operations.

All rubble and debris on the pull box floors associated with the Contractor's operation shall be removed and disposed of away from the project site.

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

ITEM NO. 33 - ADJUST UTILITY BOX TO GRADE

Utility box frame and covers shall be adjusted to the grade of the new surface and shall conform to the applicable requirements of the Standard Specifications and these Special Provisions.

This work shall include gas valves, water valves, water meters, and any other underground utilities with surface covers.

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

ITEM NO. 34 - REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS

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

The Contractor shall place temporary markers prior to removing traffic control measures during the striping removal operation. Temporary markers shall be maintained until permanent striping is in place.

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

ITEM NO. 35 - THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKINGS TO PLACE

Thermoplastic traffic stripe details and markings, both white and yellow, shall be placed as shown on the Plans or as directed by the Engineer, and conform to Section 32 of the Standard Specifications. All striping details shall be in conformance with the California MUTCD (2014 edition).

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

This item of work includes full compensation for placing traffic striping and pavement markings of varying details, colors, and widths. Where a detail includes retroreflective or other type pavement markers, the markers are considered included with this item and no additional payment will be allowed therefor.

Payment shall be at the lump sum price bid of traffic stripe detail and pavement markings placed per plan and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

The Contractor shall provide a Schedule of Values (cost break-down) for the Thermoplastic Traffic Stripe and Pavement Markings item. 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 .

ITEM NO. 36 - COLORED BIKE LANES TO PLACE

Pavement coloring for bike lanes shall be placed where shown on the plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the City Standard Specifications, Sections 84 of the State Standard Specifications and these Special Provisions. All striping details shall be in conformance with the California MUTCD (2014 edition).

Material Properties

The colored pavement material shall be a methyl methacrylate (MMA) acrylic based resin system used for color pavement marking and anti-skid surfacing. The resin, catalyst, and aggregate compounds shall be capable of full cure in a wide range of temperatures without requiring external heat sources.

Properties	Unit of Measure	Test
Neat Resin		
Tensile Strength	2000 psi (14MPa) min	ASTM D638
Elongation	70% min	ASTM D638
Tensile Modulus of Elasticity	1370 psi (9.5 MPa) min	ASTM D638
Hardness	15 – 20 Shore D	ASTM D2240
Water Absorption	0.25% max	ASTM D570
Density	13.42 lb/gal (1.6 gm/ml)	ASTM D2849
Pot Life	15 minutes @ 72°F (22°C)	AASHTO T237
Flash Point	50°F (10°C)	ASTM D1310
Solids Content	99%	ASTM D1644
Skid Resistant	45 minimum	ASTM E274
Aggregate		
Specific Gravity	2.65	ASTM C128
Hardness	7.0	Mohs Scale

Material Color

The daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

The daytime luminance factor (Y) shall be at least 7, but no more than 35.

The nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

Surface Preparation

Before applying colored pavement material, cover 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 by tape or adhesive to the facility being covered.

All surfaces that are to receive colored pavement material shall be thoroughly clean, dry, and free of all dirt, grease, and other contaminates that might interfere with proper adhesion

Clean the pavement surface using high pressure water, compressed air, sandblasting, shot-blasting, or mechanical abrasion. The surface should be visibly dry and the moisture content should be tested according to ASTM D4263 (modified to 2 hours). New asphalt shall have been placed for a minimum of 15 days prior to installation of the colored pavement material and surface oils shall not be present. The temperature of the pavement and air shall be between 40°F - 104°F (5°C - 40°C).

All areas to be coated shall be masked prior to application of primer and masked again prior to application of the colored pavement material.

Mixing and Application

Mixing and applying colored pavement material and primer shall be in accordance with the manufacturer's instructions.

Measurement

Colored Pavement for Bike Lanes (Green) shall be measured per square feet of green colored pavement material placed.

The quantities of colored pavement for bike lanes may be adjusted, deleted, or omitted as directed by the Engineer to meet the existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

Payment shall be at the unit price bid per square feet of green colored pavement material placed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing colored pavement for bike lanes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 37 - MARKINGS FOR COLORED BIKE LANES TO PLACE

Markings for colored bike lanes shall be placed where shown on the plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the City Standard Specifications, Sections 84 of the State Standard Specifications and these Special Provisions. All striping details shall be in conformance with the California MUTCD (2014 edition).

Material Properties

The markings for colored pavement material shall be a methyl methacrylate (MMA) acrylic based resin system used for color pavement marking and anti-skid surfacing. The resin, catalyst, and aggregate compounds shall be capable of full cure in a wide range of temperatures without requiring external heat sources.

Properties	Unit of Measure	Test
Neat Resin		
Tensile Strength	2000 psi (14MPa) min	ASTM D638
Elongation	70% min	ASTM D638
Tensile Modulus of Elasticity	1370 psi (9.5 MPa) min	ASTM D638
Hardness	15 – 20 Shore D	ASTM D2240
Water Absorption	0.25% max	ASTM D570
Density	13.42 lb/gal (1.6 gm/ml)	ASTM D2849
Pot Life	15 minutes @ 72°F (22°C)	AASHTO T237
Flash Point	50°F (10°C)	ASTM D1310
Solids Content	99%	ASTM D1644
Skid Resistant	45 minimum	ASTM E274
Aggregate		
Specific Gravity	2.65	ASTM C128
Hardness	7.0	Mohs Scale

Surface Preparation

Before applying colored pavement material, cover 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 by tape of adhesive to the facility being covered.

All surfaces that are to receive colored pavement material shall be thoroughly clean, dry, and free of all dirt, grease, and other contaminates that might interfere with proper adhesion

Clean the pavement surface using high pressure water, compressed air, sandblasting, shot-blasting, or mechanical abrasion. The surface should be visibly dry and the moisture content should be tested according to ASTM D4263 (modified to 2 hours). New asphalt shall have been placed for a minimum of 15 days prior to installation of the colored pavement material and surface oils shall not be present. The temperature of the pavement and air shall be between 40°F - 104°F (5°C - 40°C).

All areas to be coated shall be masked prior to application of primer and masked again prior to application of the colored pavement material.

Mixing and Application

Mixing and applying colored pavement material and primer shall be in accordance with the manufacturer's instructions.

Measurement

Markings for Colored Pavement shall be measured per square feet of white material placed. This item shall include word and symbol markings to indicate bike lanes.

The quantities of colored pavement for bike lanes may be adjusted, deleted, or omitted as directed by the Engineer to meet the existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

Payment shall be at the unit price bid per square feet of Markings for Colored Pavement placed using colored pavement material and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing colored pavement for bike lanes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 38 - TRAFFIC SIGN TO PLACE

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

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

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

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

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

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

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

B. Signal and Street Light Poles
Place a ¾-inch stainless steel banded strap and appropriate hardware at both top and bottom of each sign.

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

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

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

ITEM NO. 39 - NEW SIGN POST TO INSTALL

This item shall consist of installing new posts for traffic signs where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions.

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

All posts shall have a minimum resisting Moment of 400 foot-pounds. All posts shall be capped. Post caps may be aluminum or galvanized steel. Bolts and miscellaneous metal hardware shall be galvanized or plated after fabrication in conformance with Section 75 "galvanizing" of the State of California, Department of Transportation Standard Specifications.

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

ITEM NO. 40 - TRAFFIC SIGN TO RELOCATE

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

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

ITEM NO. 41 - TRAFFIC SIGN TO REMOVE

Existing roadside signs shall be removed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Removed sign panels shall be salvaged and delivered to the City of Sacramento Traffic Sign and Markings Section at 5730 24st Street, Building 10, Sacramento, CA. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

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

ITEM NO. 42 - EXTEND CONDUIT TO NEW RT SHELTER LOCATION

Extending conduit to new Regional Transit Shelter location shall include intercepting existing conduit powering the regional transit bus shelter and extending the conduit to reach the new bus shelter location as shown on the Plans and called for in these Special Provisions.

See section 1.13 "Coordination" for notice requirements to have the existing bus shelter removed. New shelter location shall be a minimum of 4 feet from back of walk and five feet from curb return.

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. 43 - TRAFFIC SIGNAL INSTALLATION

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal installation as indicated on the Plan sheets and these Specifications.

Contractor shall provide and install new pull boxes including traffic rated pull boxes, conduit, conductors, detector cables, detector handholes, detector loops, pull rope, AC-powered Rectangular Rapid Flashing Beacon systems, AC-powered radar speed limit signs, and metered service pedestals.

Contractor shall also provide and install 1-B traffic signal poles, pedestrian pushbuttons and posts, traffic signal and pedestrian displays, mounting brackets, foundations, and all appurtenances shown on the Plans and called for in these Special Provisions to ensure a complete installation and functioning traffic signal system.

Work also includes relocating an existing traffic signal standard and all appurtenances to a new location 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 other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

Work also includes surface restoration of all trenches or sidewalk damaged or removed for installation of traffic signal poles, street lights, and associated foundations.
Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

3. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

Work under these Special Provisions includes general engineering contractor and electrical contractor tasks as defined by the California Business and Professional Code, the California Code of Regulations, and the California Contractors State License Board (CCSLB). The Contractor shall have a current and active Class A – General Engineering Contractor License issued by the CCSLB at the time of the bid submittal and throughout the construction period. The Contractor, and/or subcontractors performing electrical contractor tasks, shall also have a current and active Class C10 – Electrical Contractor License issued by the CCSLB at the time of the bid submittal and throughout the construction period. The Contractor shall include the license numbers, names of licensees, and any cited violations and violation investigations by the CCSLB within three years prior to the date of the bid submittal in the bid proposal. Failure to include this information will cause the bid to be deemed non-responsive.

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 ($/EA).
Electrical Service – type (metered or unmetered), quantity, and unit price ($/EA).
Traffic Signal and Streetlight Standards with Foundation – list each standard (such as 1-B, Type 16, post top, mast arm, ornamental, etc), quantity, and unit price ($/EA).
Luminaires – type (11 watt fixture, etc.), quantity, unit price ($/EA).
Traffic Signal and Pedestrian Displays – quantity and unit price ($/EA).
Pedestrian Push Button – quantity and unit price ($/EA).
Detector Loop – type (5'x5', 6'x6', etc.), quantity and unit price ($/EA).

Detector Lead-In Cable – quantity and unit price ($/LF).
Detector Handhole – quantity and unit price ($/EA).
Rectangular Rapid Flashing Beacon – quantity and ($/EA).
Radar speed limit display system– quantity and unit price ($/EA).

3.1 City Equipment to be Removed and Salvaged

All City of Sacramento equipment to be salvaged shall be returned to the City of Sacramento Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California. *Contractor is responsible to provide machinery and manpower to unload and load all salvaged equipment.* Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the delivery of salvaged equipment with the City Inspector. Equipment drop-off shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all City salvaged equipment.

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.

Contractor shall use the following PVC pipe cement to join conduits and fittings: Premier Cement PVC All Temperature One Step Blue or Christy's Red Hot Blue Glue for Schedule 80 thru 4" diameter.

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end of each work day. All conduit installed by trenching shall be anchored every 15 feet to the bottom of the trench, with an approved method, so as to prevent the conduit from floating when the concrete is backfilled into the trench.

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with 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.

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed "drilling corridor" to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3') from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3') measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not

possible.

3.4 Conductors

Conductors shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables, unless otherwise specified.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

4. All conductors of AWG #10 or larger shall be identified by printed and embossed labels. #1, #6, #8, #10 conductors shall be printed and embossed.
   a) Both printed and embossed labels shall clearly identify the UL listing, insulation type, voltage rating, AWG number, and the City of Sacramento.
   b) The printed label and the embossed label shall be placed at approximately 90 degrees separation around the center of the conductors.
   c) Labels shall appear every one foot interval. Embossed labels shall be between 0.002" to 0.003" in depth and shall not damage the conductors. Label heights shall be no less than 3/32" for AWG #8 or larger, and shall be no less than 2/32" for AWG #10.

3.5 Detector Conductor Loop

A. Loop Conductors

Each loop conductor shall be continuous, unspliced, Type RHW-USE neoprene-jacketed or Type USE crosslinked polyethylene insulated No. 12 stranded copper wire. Conductor insulation thickness shall be 40 mils minimum.

B. Loop Conductor Installation

Detector loop installation shall conform to these Special Provisions and the State Standard Plans, Sheet ES-5A.

Unless otherwise specified, each loop shall be three (3) turns of conductors for each detector loop. Unless otherwise shown or noted on the Plans, each new detector loop shall be 6' x 6' and centered in the travel lane.

Slots cut in the pavement shall be blown out with compressed air and dried and inspected for any sharp objects or corners which shall be removed prior to installation of loop conductors.

The loop conductors shall be installed in the slots using a 5/16" to 1/4" wooden paddle. As it is installed, the wire shall be kept under slight tension and shall be kept in the slots with suitable cardboard wedges. The cardboard wedges shall not be removed until the loop sealant operation requires removal.

Loop conductors shall be installed without splices and shall terminate in the Nearest pull box. The detector loops shall be joined in the nearest pull box in combination of series and parallel so that optimum sensitivity is obtained at the sensor unit. Final splices between loops and lead-in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the Engineer. Each detector loop shall be identified and tagged by loop number, start (S), and finish (F). For example: Phase 4D1-1S & Phase 4D1-1F; Phase 4D1-2S & Phase 4D1-2F.

All loop conductors for each direction of travel for the same phase of a traffic signal system in the same pull box, shall be spliced to a cable which shall be run from the pull box adjacent to the loop detector to a sensor unit mounted in the controller cabinet. Splices to the cable shall be made in pull boxes only. All splices to the lead in cable and between loops and the lead in cable shall be soldered as specified in State Specifications in Section 86-2.09C, "Connectors and Terminals". Open flame soldering will not be permitted.

Each detector loop circuit shall be tested for continuity, circuit resistance, and insulation resistance at the controller location. The loop circuit resistance shall not exceed 0.50 ohms plus 0.35 ohms per 100 feet of lead-in cable. The insulation resistance shall be performed between each circuit conductor and ground. The meggared insulation resistance shall not be less than 200 megohms. The Contractor shall replace any detector loop that fails this requirement at the Contractor's expense.

1. <u>Depth of Loops and Conductors in the Traveled Way</u>

All conductors and conductor loops installed in the traveled way shall be installed so that the top of the conductor is a minimum of one-inch (1") below the surface grade of the street.

2. Inductive Loop Sealant

Only the following methods may be used for inductive loop sealant:

Asphaltic Emulsion and Sand Method

1) Immediately after the loop wires have been installed, the slot shall be filled with an anionic asphaltic emulsion conforming to the State Standard Specifications for Rapid Setting No. 1 (RSI).

2) Dry 20 mesh sandblasting sand shall then be poured in and around the slot. A suitable and approved tool shall then be used to work the asphaltic emulsion up through the dry sand.

3) The slot will then be inspected for any dry spots in the sandfill. Any dry sand spots will then be wetted with more asphaltic emulsion.

4) More dry sandblasting sand shall then be added to the slot and the asphalt emulsion will again be worked up through the sand until a uniform mix of asphaltic emulsion and sand with no voids completely fills the slot to the level of the surrounding road surface.

5) A final thin layer of sand will then be added to surrounding surface to absorb the excess asphaltic emulsion.

6) The traveled way may be opened to vehicular traffic immediately after installation of the asphaltic emulsion and sand loop sealant.

Hot-Melt Rubberized Asphalt Sealant Method

Hot-melt rubberized asphalt sealant shall conform to, and be installed in accordance with State Specifications Section 86-5.01A(5) and as directed by the Engineer.

Sackrit Method

After conductors are installed in the slots cut in the pavement, paint binder shall be applied to all vertical surfaces of slots in accordance with the provisions in Section 94, "Asphaltic Emulsions", of the State Standard Specifications. The slots shall then be filled with asphaltic concrete sealant.

Asphaltic concrete sealant shall be a mixture of sand and liquid asphalt. The percentage of sand in the asphaltic concrete sealant shall conform to the following:

Screen Size	Percentage Passing
#4	100%
#8	91%
#16	63%
#30	39%
#50	24%
#100	10%
#200	7%

The sand shall be uniformly mixed with six percent (6%) SC800 liquid asphalt conforming to Section 93 of the State Standard Specifications.

Temperature of sealant material during installation shall be above 70 degrees F. Air temperature during installation shall be above 50 degrees F. Sealant placed in the slots shall be compacted by use of an eight-inch (8") diameter 1/8" thick steel hand roller or other tools approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Excess sealant remaining after rolling shall be reused. Traffic may be released immediately over compacted material.

C. Abandonment of Loop Conductor

Each detector loop shall be saw-cut in a minimum of two places.

3.6 Detector Handholes

Where shown on the Plans, detector loops shall be sawcut into detector handholes. Detector handholes shall be Type B and shall be installed as shown in Traffic Signals/Street Lighting Standard Details in the Plans sheets, unless otherwise noted or directed by the Engineer. No splicing will be allowed in the detector handholes. For detector handholes to be removed, holes or depressions resulting from the removed handhole shall be filled, compacted, brought to grade, and filled to match surrounding materials.

3.7 Detector Lead-In Cable

Detector lead-in cable shall be "Canoga" Type 30003, or approved equal. Detector lead-in cable shall conform to the following Special Provisions:

Lead-in cable shall consist of four (4) No. 18 A.W.G. stranded copper conductors insulated with nine (9) mils minimum of polypropylene, color coded, parallel laid, twisted together with four to six turns per foot. An amorphous interior moisture penetration barrier shall be provided to prevent hosing, siphoning, or capillary absorption of water along cable interstices. The outer jacket shall be thirty (30) mils minimum in thickness, high density polyethylene conforming to ASTM Designation: D-1248, 65T for Dielectric Material, Type I, Class C, Grade 5, J3. The diameter of the cable shall be approximately .25 inch.

Aluminum-polyester shielding shall be applied around the conductors.

The detector lead-in cable shall be continuous from the pull box adjacent to the conductor loops to the controller unless otherwise shown on the Plans.

Splicing of detector lead-in cables to loop conductors and splicing of detector cables when called for on the Plans shall be as follows:

1. Splices shall be made in pull boxes only. All splices to lead in cable shall be soldered.

2. The ends of the splice shall then be inserted into an approved insulated spring type connector of the correct size.

3. The splice shall then be insulated by "Method B" of the State Standard Plans Sheet ES-13, or as directed by the Engineer.

4. When detector cables and detector loops are initially installed, precautions shall be taken to insure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalies and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables.

   All conductors and cables shall be installed and splices shall be made in a dry environment.

3.8 Foundations to be Abandoned

Foundations to be abandoned shall be in accordance with Section 34-8 of the Standard Specifications. The top part of the foundation, anchor bolts, and conduits shall be removed to a depth of two feet (2') below the surface of sidewalk or unimproved ground. The resulting hole shall be backfilled with material equivalent to the surrounding material.

3.9 Inspection

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

3.10 Metered Electrical Service

The new metered service pedestal shall be supplied and installed as shown on the Plans and shall conform to the serving utility requirements. Service shall be wired for 120/208 volts or 120/240 volts and single phase as shown on the Plans. The Contractor shall connect the luminaires to the circuits designated on the Plans. Contractor shall also install the service conduit and wires to the SMUD service point in accordance with SMUD's requirements. The Contractor shall protect and lock the service pedestal during construction. After construction is completed, the Contractor shall provide for each pedestal a master lock which will accept a Type 2214 key.

The service pedestal shall be fabricated in accordance with the dimensions shown on the service pedestal detail drawing in the traffic signals / street lighting standard details in the plan sheets. The overall dimensions of the enclosure shall be 63" high x 12" wide x 7.25" deep. The service pedestal shall consist of a separate metering section and a service section. The meter section shall have a removable cover-top, side, and front sections welded together so that it is rain tight and padlockable.

The service pedestal shall be fabricated from 14 gauge Type 304D stainless steel and as described under the following paragraph in the Caltrans Standard Specifications section 86-3.07A, "Cabinets fabricated from stainless steel shall conform to the following:". The mounting brackets shall be 10 gauge Type 304D stainless steel. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible.

The enclosure shall be rain tight and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible. A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided in addition to a hinged outside door equipped with a draw latch suitable for padlocking. Galvanized anchor bolts shall be inside or outside the service pedestal as shown on the Plans. 5/8" x 18" x 4" Anchor bolts (set of 4) shall also be provided. The enclosure shall have no screws, nuts, or bolts on the exterior, except utility sealing screws. All screws, nuts, bolts, and washers shall be stainless steel. All hinges and hinge pins shall be stainless steel. No surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of the surface.

A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided. A hinged outside door equipped with a heavy duty draw latch and two (2) heavy duty hasps suitable for padlocking shall be provided for the service section. The dead front panel on the service enclosure shall have a continuous stainless steel piano hinge.

Service enclosures shall be factory wired and conform to NEMA Standards. All control wiring shall be stranded copper, No. 14 AWG THHN/THWN rated for 600 Volts. All control wiring shall be marked with permanent clip sleeve wire markers. Felt, pencil, or stick back markers will not be acceptable. A copy of the wiring diagram for the service pedestal shall be enclosed in plastic and mounted on the inside of the service section.

The terminal lugs or strips shall be copper or alloyed aluminum. All terminals shall be compatible with either aluminum or copper conductors.

The service pedestal shall have provisions for the installation of up to a total of 16 single-pole circuit breakers, including brass links and mounting hardware. All copper wiring used for main bussing shall be No. 2 AWG THHN/THWN and rated for 125 amperes. Branch circuit panel shall use loop wiring rated for 105 amperes with THHN/THWN insulation. All circuit breakers, contactors, and wire shall be listed by UL or ETL. The pedestal shall conform to the NEMA 3-R standard.

Nameplates of a reasonable size identifying the control unit therein shall be installed on the dead front panel. Nameplates shall be black laminated with a white plastic center. All nameplates shall be fastened by screws.

The entire service pedestal shall be constructed with the highest quality workmanship and shall meet all applicable codes. Complete submittal drawings on all substitutions shall be submitted to the Engineer in accordance with Section 34-3 of the Standard Specifications. If the proposed substitute is rejected or if the submittal is not made within the specified time, the specified equipment shall be furnished.

Street light "ON" and "OFF" control will be by photo-electric cell. All conduits and wires shall be furnished and installed by the Contractor. Photocell 120 VAC by Tork (5001M) or approved equal.

Mounted in each metered service pedestal shall be the following equipment:

1. Two (2) 100Amp, 2 Pole, 120/240V, 10KAIC circuit breakers. Each main breaker shall have internal common trip. Each pole shall have individual on-off control and handle tie for common operation. Breaker shall be Siemens or approved equal.

2. One (1) 15Amp, 1 Pole, 120/240V, 10KAIC circuit breaker for control circuitry. Breaker shall be Siemens or approved equal.

3. Two (2) 60 Amp, 1 Pole, 120/240V, 10KAIC circuit breakers for traffic signal. Breakers shall be Siemens or approved equal.

4. Six (6) 40 Amp, 1 Pole, 120/240V, 10KAIC circuit breakers for street lighting. Breakers shall be Siemens or approved equal.

6. Two (2) 60 Amp, 3-pole, 120/240V contactors. Normally open, mercury contactors. Contactors shall be Durakool, or approved equal.

7. One oil tight "Hand-Off-Auto" selector switch.

8. One solid copper neutral bus.

9. Incoming terminals (landing lugs).

10. Solid neutral terminal strip.

11 Terminal strips for conductors within the cabinet.

3.11 Pull Boxes

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following, and except that all traffic rated pull boxes shall be provided as noted in the plans.

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.
15) SIPRA Corp Lockjaw Utility Box Security Lid is also an acceptable product. Galvanized lid. No electric markings on lid. 3/16" Diamond Plate. Provide three sets of locking tools for project.

3.12 Traffic Signals and Fittings

Traffic Signal Standards and Lighting Standards shall be in accordance with the latest California Department of Transportation Standard Plans, unless otherwise specified in these Specifications or Plans.

A. Forms and Concrete and Debris

Remove concrete forms on traffic signal standards and service pedestals upon project completion. Remove all plywood, forms, excess and leftover concrete, and other debris as a result from construction upon project completion.

B. Vehicle Signals

All signal heads, louvers, backplates, and framework shall come in black color.

Each mast arm mounted signal head shall be all 12" diameter sections.

Vehicle signal housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1. Vehicle signal faces shall conform to Section 86-4.01, "Vehicle Signal Faces", of the State Standard Specifications.

Metal backplates shall be provided for all vehicle signal heads furnished. Backplates shall be louvered, not solid.

Traffic signals shall utilize tunnel visors.

All traffic signal lamps shall be accessible from the front of the traffic signal head and shall be directly accessible for removal and replacement by the opening of the hinged front lens section and hood. Backplates for MAS mounted vehicle signal heads shall have approved filler plates to prevent light from showing through at the elevated plumbizers.

C. Light Emitting Diode (LED) Signal Modules

ALL SIGNAL HEAD DISPLAYS SHALL BE LED MODULES.

LEDs shall have full ball appearance. Dialite 443 Series or approved equal.

Maximum power consumption requirements for LED signal modules shall be as follows:

Description	25°C	74°C
12" Circular	25.0 W	30.0 W
12" Arrow	15.0 W	18.0 W

All LED modules shall meet California Department of Transportation (CalTrans) and Institute of Traffic Engineer (ITE) minimum requirements. CalTrans specifications shall take precedence and supercede all ITE requirements if there are requirement conflicts.

D. Pedestrian Signals

All pedestrian display shall be the combination Raised Hand/Walking Person figure and Countdown timer only. All pedestrian heads and framework shall come in black color.

Pedestrian signal face modules shall be designed to mount behind or replace the existing faceplate of Type A Pedestrian housings as specified by the requirements of the ITE Standards, "Pedestrian Traffic Control Signal Indications", and the MUTCD. The pedestrian signal shall have an operating range of 80VAC to 135VAC. The pedestrian signal shall be fused and provide transient suppression for protection of line and load. The pedestrian signal shall have a high power factor > 0.9. The pedestrian signal shall have < 20% harmonic distortion.

The design of the modules shall require a specific mounting orientation. Each module shall provide an average luminous intensity of at least 3,750 candela/m2 for Upraised hand and 5,300 candela/m2 for the Walking person symbol throughout the useful life over the operating temperature range.

The uniformity ratio of an illuminated symbol shall not exceed 4 to 1 between the highest luminance area and the lowest luminance area in the module.

The color output of the module shall conform to the requirements of the ITE: "Pedestrian Traffic Control Signal Indications" and the MUTCD.

The Hand Man symbols shall conform to all applicable ITE and CalTrans requirements. Raised Hand shall be Portland orange. Walking figure shall be lunar white. The module shall not require special tools for installation. The module shall fit securely into existing pedestrian signal section housings built to the PTCSH specifications without modification to the housing.

The pedestrian signal face shall be no less than 16" high. Aluminum housing.

The modules shall be a self-contained device, not requiring on-site assembly for installation into an existing Type "A" housing. The pedestrian signal shall be capable of displaying the LED "Raised Hand" legend. The numeral portion shall consist of two (2) seven segment digits, constructed of a minimum of 2 rows of LED's, simultaneously. The pedestrian signal shall use overlays to diffuse the LED's and provide uniform light dispersion while keeping the symbols clear and distinct. The signal shall be configurable, such that the countdown timer can start at the beginning or the end of the "Walk" portion of the pedestrian phase. Initially, the Contractor shall set the signal such that the Countdown timer starts at the beginning of the flashing "Don't Walk/Raised Hand" portion of the phase and ends at the beginning of the solid "Don't Walk/Raised Hand" portion of the phase.

Modules shall have filled hand/man.

E. Mounting Hardware

All slipfitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.

F. Pedestrian Pushbuttons

The pedestrian pushbuttons shall conform to Section 86-5.02, "Pedestrian Pushbuttons", of the State Specifications and these Specifications. Pedestrian pushbuttons shall be Type B and meet all American Disability Act (ADA) requirements. The diameter of the actuator shall be 2-inch minimum.

The pedestrian pushbuttons shall be magnetic switch type pushbuttons in heavy cast aluminum or highly durable corrosion-proof housings. The buttons shall be a high visibility yellow. The instruction sign shall be a minimum 20 gauge enameled steel, 5" x 7-3/4" and shall display the appropriate sign for international symbol signals. The mounting height of the pedestrian push button shall be as specified in the latest CalTrans Specifications. Frame shall be black.

G. Traffic Signal Standards

All mounting hardware to be furnished by the Contractor shall be galvanized.

H. **Rectangular Rapid Flashing Beacons (RRFB) System, AC powered**

Each unit shall consist of a controller enclosure that houses the energy management system, on-board user interface, wireless communications, power supply, and optional audible push button circuit board. Each unit shall include up to four RRFB lightbars with side emitting pedestrian confirmation light(s). The system shall conform to all provisions of the MUTCD, Interim Approval IA-11.

1.0 Mechanical Specifications

The controller enclosure shall be constructed from aluminum with a lockable or tamper-proof hinged door. All electronics shall be mounted in the controller enclosure. A separate cabinet for the audible push button circuit board shall not be required.

The overall weight of the controller enclosure shall not exceed 50 lbs (22.7 kg) and shall have the approximate dimensions: 19" H x 10" W x 6" D (48.2cm H x 25.4cm W x 15.3cm D).

The lightbar housing shall be constructed from aluminum and shall have the approximate dimensions: 24" L x 1.5" D x 4.5" H (61.0 cm L x 3.8 cm D x 11.4 cm H).

The lightbar shall be mounted to the pole using a separate bracket assembly to facilitate mounting two lightbars back to back (bi-directional) and to allow the lightbar to pivot. The lightbar shall be able to pivot by approximately 40 degrees in order to aim the lightbar independent of the wire hole location on the pole.

The lightbar bracket shall be constructed from 3/16" galvanized steel and shall have both banding and bolting mounting options and shall be able to be mounted to all specified pole types.

The lightbar assembly shall open for access to and wiring connections to the LED indicators. LED indicators shall be rated to MIL-STD-810F, Method 506.4 for ingress protection.

2.0 Mounting

The controller enclosure shall be furnished with mounting brackets for banding to 4" diameter or larger round poles.

3.0 Configuration

The controller enclosure shall house an on-board user interface that provides on-site configuration adjustment, system status and fault notification, and system activation information without a need for external interface equipment.

The flash duration shall be adjustable in-the-field to one second increments.

The system shall provide configurable night time intensity settings and shall be able to enable and disable low ambient light dimming.

Flash duration and other in-the-field adjustable settings shall be automatically broadcast to all units in the system, except channel selection which shall be configured on each unit.

4.0 AC Power Interface

The system shall be rated for 100-240VAC, 50/60HZ operation and shall include an on-board AC-DC power supply with 120-220 VAC input.

5.0 Operational Specifications

The intensity of the yellow indications directly perpendicular to the lens shall be a minimum of 1,800 Candela at full sun daylight conditions and in all daylight conditions shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class I dated January 2005.

The color of the yellow indications shall meet the specifications of SAE standard J578 (Color Specification) dated December 2006.

The system shall be dimmable during low ambient light conditions using a light sensor.

The push buttons shall have an LED indicator with audible tone with Piezo control and shall be ADA compliant and MUTCD-2009 4E compliant for momentary operation.

6.0 Qualifications

The product shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.
Manufacturer shall provide a 3 Year Limited Warranty.

I. **Radar Speed Limit Sign System, AC powered**
The AC Powered Radar Speed Limit System shall be MUTCD Compliant and shall meet the following conditions:

Enclosure: The housing shall provide maximum protection from elements & vandalism And shall be NEMA 4R level compliant.

Faceplate: 17" LED display with 36"w x 44"h YOUR SPEED faceplate with 6" lettering; Available in white, fluorescent yellow, or safety orange.

Design Standards: NEMA 4R level compliant; MUTCD compliant colors and reflectivity; Abrasion resistant, shatter resistant, UV resistant, and graffiti resistant.

Radar: Detects vehicles up to 1200 feet away.

Communication: The communication port shall allow uploading and downloading of controller data using a USB drive. Data shall include firmware updates, time of day, special events, master shutdown, peak speeds, counts, maintenance, defaults and mode operation data and reports.

AC Power Interface: The system shall be rated for 100-240VAC, 50/60HZ operation and shall include an on-board AC-DC power supply with 120-220 VAC input.

Standard Programming should have the following features:
On/Off Timer Options: 4 timers per day, also by day of week; Settings allow lower speed limits for school zones and late night display shutoff.

Display On/Off: Allows traffic data collection to continue even when display is off.

Display Brightness Control: Auto adjusts to light conditions, up to 100 levels.

Maximum Speed Cutoff: Prevents unwanted high speed displays, up to 99 mph; discourages "racing" of sign. Choice of flashing matrix, or LED display cutoff.
Date/Time Control: Battery backed real-time clock / calendar

LEDs: 2 digits, 17" high super bright amber LEDs (life up to 100,000 hours) with directional beam technology.

Automatic intensity adjustment to ambient light conditions for maximum visibility capable of directed viewing of display to oncoming traffic

Flashing Speed Alerts: Fast flash of actual speed; SLOW DOWN message; and TOO FAST messages should be displayed accordingly. Actual speed and alert messages should be displayed alternately.

Display Cover: The display cover shall be at least .25" thick that is abrasive resistant, graffiti resistant, UV resistant and shatter resistant

Radar: Type: K Band, single direction Doppler radar, FCC part 15 compliant, Sensor Range: Sensor range up to 1000', Beam Width: 12 degrees, +/- 2 degrees, Operating Frequency: 24.125 GHz, +/- 50 MHz, Accuracy: +/- 1.5 mph with Speed Detection Range: 5 - 127 mph.

Operating Temperatures: -40^0 F to $+138^0$ F

Warranty: Manufacturer shall provide a 3 Year Limited Warranty.

3.13 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

Labor Compliance Requirements for This Project

By submitting a bid for this project you are agreeing to comply with the City's Labor Compliance Program

City of SACRAMENTO

LABOR COMPLIANCE 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

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).*

Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)

Every contract for any construction project, as defined in Section 1782 of the California Labor Code, to be performed within the state at the expense of the city, or paid out of city moneys, whether such work be done directly under contract award, or indirectly by or under subcontract, sub partnership, day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in addition to other provisions required by law, that any person performing labor in the state in execution of such contracts, subcontract, sub partnership, day labor, station labor, piece work or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the city; provided, however, that the foregoing provisions as to payment of the general prevailing rate of wages shall not apply to: (a) contracts for any construction project originally awarded or executed in an amount of twenty-five thousand dollars **($25,000.00) or less**; (b) contracts for any **alteration, demolition, repair, or maintenance work** originally awarded or executed in an amount of fifteen thousand dollars **($15,000) or less**; (c) materials for which no manufacturing plant exists in the city; or (d) standard materials or commodities carried in stock by dealers or manufacturers generally.

The general prevailing rate of wages shall be the general prevailing rate of wages for the area in which the city is located as determined by the director of the Department of Industrial Relations pursuant to Labor Code Section 1773. Every contract for which the payment of the general prevailing rate of wages is required shall provide that the determination of the director of the Department of Industrial Relations in force at the time the notice to bidders is published with respect to the general prevailing rate of wages in private employment in the city for similar work shall be binding upon the parties any contract awarded as a result of such notice.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at http://www.dir.ca.gov/. Frequently asked questions can be found on the following link at: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.
Please refer to http://www.dir.ca.gov/ *for general requirements by DIR (Department of Industrial Relations in the State of California).*
For additional information about public works requirements, please visit the public works section at http://www.dir.ca.gov/Public-Works/PublicWorks.html.

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

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City of
SACRAMENTO

STATE WAGE DETERMINATION

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

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

For additional information you may contact:

Division of Labor Statistics and Research (DLSR) (415) 703-4774

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

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

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

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

Example: Expiration Date of Determination: June 27, 2008*
* **Effective** until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Double Asterisks ** **(Indicates expiration date & a wage or fringe benefit increase) Example: Expiration Date of Determination: June 30, 2009****
** The rate to be paid for work performed after this date has been determined. **If work will extend past this expiration date, the new rate must be paid** and should be incorporated in contracts entered into now. Contact Division of Labor Statistics and Research (415) 703-4774.

FEDERAL WAGE DETERMINATION

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

http://www.wdol.gov

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the US Department of Labor) to all workers employed in the execution of the contract on federally funded construction projects. *(In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied).*
Applicable Federal Wage Determinations are included in the bid package.

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

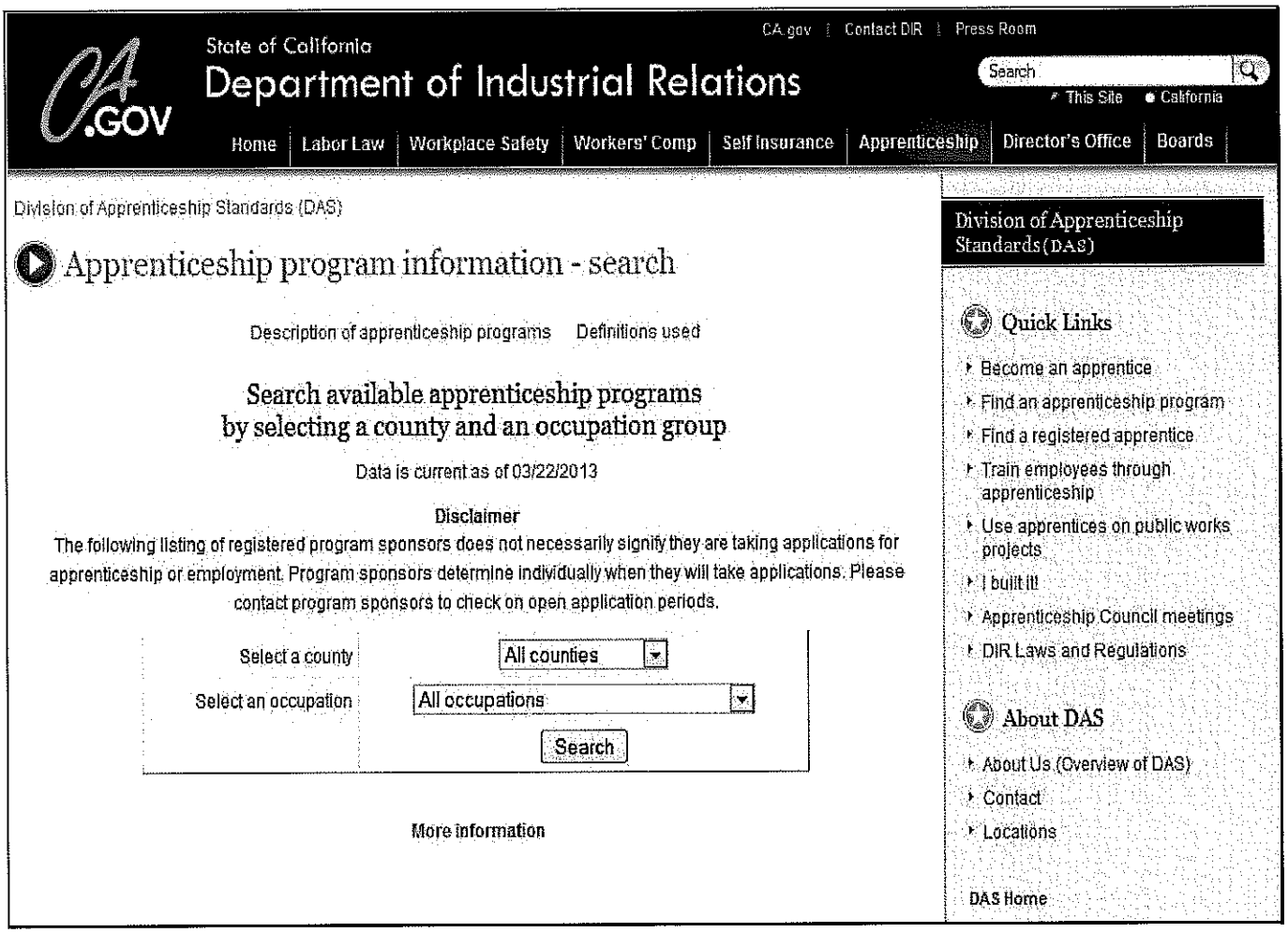
The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp

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

City of SACRAMENTO

Labor Compliance Requirements

DATE:
JOB:
PROJECT

Contract Administrator:
Labor Compliance Officer:
Project Manager:
Inspector:
Prime Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1771, LC §1774). Current Prevailing Wage Rates can be accessed at *http://www.dir.ca.govh/dlsr/pwd*. NOTE: *The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at http://www.dir.ca.gov/oprl/main.htm.*
Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.

Prevailing Wage Requirements

- ❑ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- ❑ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. *References: Labor Code 1810-1815*
- ❑ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- ❑ When required shift differential rates must be paid for classifications which include a shift determination.
- ❑ **State Prevailing Wage Determinations**
  * **Single asterisk** indicates that this wage determination can be used for the life of the contract.
  Double asterisk indicates that this wage determination includes predetermined increases.
- ❑ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.

- ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: Labor Code 1773.1*

- ❑ Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *References: Labor Code 1775 and 1742.1*

Apprentices

- ❑ All requirements of the State Labor Code, Section 1777.5 apply including the following: (This is for all contracts, work or task orders executed that are over $30,000)
  - ⇨ Submit Division of Industrial Relations **form DAS-140**, *Public Works Contract Award Information,* to the applicable apprenticeship committee prior to start of work. This form must be uploaded into LCPtracker with proof of service included. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

    Submit Division of Industrial Relations **form DAS-142**- Request for Dispatch of Apprentices (Prime and Sub-Contractors.) This form must be uploaded into LCPtracker with proof of service included. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm or under the e-Documents tab in LCPtracker.net

  - ⇨ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. **CAC-2 Form and are due monthly by the 15th.**

    Training Fund Contribution Letter -are **due monthly by Prime and Sub- Contractors.** (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)
  - ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- ❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. The apprentice certificate is to be uploaded into LCPtracker prior to approval. *References: Labor Code 1777.5; Contract Provision*

- ❑ Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

Certified Payroll Records

- **Certified Payroll Reports *(CPR)*** Input into LCPTracker.net and delivered to the DIR as of April 1, 2015. ***The CPR's for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California.*** **CPR's are due within ten (10) days of pay period end date.** CPR's shall contain the same information for compliance with ***LC § 1776.*** Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.

- **Fringe Benefit Statement: Form 420 (Located on LCPTracker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change. Please breakdown all fringes paid to employee and to what program they are being paid to.** Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.

- **Other Deductions** –Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. A form signed by the employee is uploaded into LCPtracker.net. If the employer does not have a form there is one available in the eDocuments tab on LCPtracker.net

Listing of Subcontractors

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

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- ❑ The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution. *References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work*
- ❑ *Subcontracting Request,* Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- ❑ The **prime contractor** is responsible for work performed and that **all compliance** is met by subcontractors and owner- operators. The Contractor **shall perform with its own organization** and with the assistance of workers under its immediate superintendence, work of a value not less than **twenty percent (20%)** of the value of all work in the contract.
- ❑ Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. *Reference: Public Contract Code 4110-4111*

List of Subcontractors & Suppliers: Form 300 (Located on LCPTracker.net under edocs) Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product (s). Form is due within ten (10) days of pre-construction meeting.

Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is appreciated. You must submit a *current schedule of values* ***with each pay request and*** *you must have all labor compliance requirements met* ***before*** *submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being* ***denied and returned to you for full***

***compliance**. Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review. Pursuant to Labor Code Section 1776, the City of Sacramento **will impose penalties of $100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given)**, even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.*

Completion of Project

- **Contractor Notification of Completion:** ***Form 264*** must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPTracker.net under the eDocuments tab.

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

_____	_____	_____
Contractor Signature	**Title**	**Date**

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; 1777.7 and 1813.*

☐ **Certified Payroll Reports**

under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. *(California Code of Regulations, Section 16401).*

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

Given week, the certified payroll report shall be annotated: "No work" for that week or a Non-performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

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

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

Certification

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(Company Name)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____ _____
(Signature) (Date)

Awarding Agency /Labor Compliance program _____ _____
(Signature) (Date)

City of SACRAMENTO

Statement of Employer Payments
"Fringe Benefit Statement"

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the below contract, the hourly rates for fringe benefits, payment made for employees on the various classes of work are tabulated below. If you use other plans not listed above, you may use the next page to provide this additional information. If the contributions are paid to the employee in cash please list the hourly amount in the corresponding category. Training Fund Contributions can never be paid to the employee directly.

Date _____ In Reply, Refer to Case No.: ____
Prime: _____
Subcontractor: _____
PROJECTNAME: _____
PROJECT CONTRACT NO.: _____ County/location: _____

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 _____

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 11/06)

D. O.	FILE NUMBER

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

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

APPRENTICE AGREEMENT

APPRENTICE LAST NAME, FIRST NAME MIDDLE		SOCIAL SECURITY NUMBER
APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE & ZIP)	BIRTHDATE (mm/dd/yyyy)	F - VETERAN Yes: ☐ No: ☐
		COUNTY OF RESIDENCE
OCCUPATION		O*Net code
TERM OF APPRENTICESHIP Hours Within Years	STRAIGHT TIME Hours per day: 8 Hours per week: 40	

This agreement is between the above named apprentice employed by the below named employer, and

_____
PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having_____months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about_____, 20____, upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this_____day of_____, 20_____by _____
DAY MONTH YEAR SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

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

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

_____ _____
SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE TITLE

NAME OF EMPLOYER
ADDRESS

_____ _____
SIGNATURE -- SECRETARY / CHAIR / COORDINATOR DATE

ACCEPTED BY DAS

_____ _____
SIGNATURE -- APPRENTICESHIP CONSULTANT DATE

for unilateral programs only]
This agreement is approved by _____ for the Administrator of Apprenticeship

DAS 1 (REV. 4/12) APPRENTICE AGREEMENT

TO THE APPRENTICE: California Civil Code Sec. 1798.17 requires State agencies which collect personal information to indicate the authority under which the data are requested. If personal information not specifically authorized by law is requested, individuals must be informed that supplying the information is voluntary. It also provides that state agencies may change or modify records at the request of the individual.

Questions C and E below are voluntary. All others are authorized by law, as indicated by the reference in each section. If the authorized questions are not answered, the apprentice agreement cannot be accepted.

The Division hopes, through collection of this data, to improve the apprenticeship program both for those presently enrolled and for future apprentices. Thank you.

CALIFORNIA APPRENTICE QUESTIONNAIRE

(USE INK OR BALLPOINT PEN)

A. Gender

☐ Male ☐ Female

(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215

B. Ethnic or Race Derivation **(Check only one)**

1 ☐ WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.

2 ☐ BLACK (Not of Hispanic Origin) -- A person having origins in any of the Black racial groups of Africa.

ASIAN OR PACIFIC ISLANDER -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea and Samoa.

A	☐	Asian	Asian Indian
B	☐	Asian	Bangladeshi
C	☐	Asian	Chinese
D	☐	Asian	Cambodian
6	☐	Asian	Filipino
E	☐	Asian	Hmong
I	☐	Asian	Indonesian
J	☐	Asian	Japanese
K	☐	Asian	Korean
L	☐	Asian	Laotian
M	☐	Asian	Malaysian
P	☐	Asian	Pakistani
R	☐	Asian	Sri Lankan
T	☐	Asian	Taiwanese
U	☐	Asian	Thai
V	☐	Asian	Vietnamese
F	☐	Native Hawaiian	Fijian
G	☐	Native Hawaiian	Guamanian
H	☐	Native Hawaiian	Hawaiian
S	☐	Native Hawaiian	Samoan
W	☐	Native Hawaiian	Tongan

4 ☐ AMERICAN INDIAN OR ALASKAN NATIVE -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

7 ☐ HISPANIC -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.

(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)

C. Number of Dependents (Do not count yourself)

0	☐ None	4	☐ Four
1	☐ One	5	☐ Five
2	☐ Two	6	☐ Six of More
3	☐ Three		

(Voluntary)

D. Highest Year of Education Completed

1	☐ 8th Grade or less	6	☐ 1 Year of College
2	☐ 9th Grade	7	☐ 2 Years of College
3	☐ 10th Grade	8	☐ 3 Years of College
4	☐ 11th Grade	9	☐ 4 or more Years of College
5	☐ 12th Grade (or GED Certificate)		

(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)

E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)

0 ☐ None
1 ☐ Less Than 1 Year
2 ☐ 1 But Less Than 2 Years
3 ☐ 2 But Less Than 3 Years
4 ☐ 3 But Less Than 4 Years
5 ☐ 4 But Less Than 5 Years
6 ☐ 5 Years or More

(Voluntary)

F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?

☐ Yes ☐ No

If yes, Please Enter:

Month and Year Entered ____

Month and Year Separated ____

Total Months served on Active Duty _____

Apprentice's Signature _____

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date:

To Applicable Apprenticeship Committee:

Name:_____

Address:_____

_____

Tel. No._____**Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License No. _____

Tel. No._____**Fax No.** _____

Project Information:

Contract No._____

Name of the Project:_____

Address:_____

Dispatch Request Information:

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

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

Name of Person to Report to: _____

Address to Report to: _____

_____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*
http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm
DAS 142 (Revised 04/14)

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

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.