

Meeting Date: 8/30/2016

Report Type: Consent

Report ID: 2016-00845

Title: Award Contract and Appropriate Funds for the Freeport Boulevard Victory Trees Project (T15135600)

Location: Districts 7 and 8

Recommendation: Pass a Resolution: 1) appropriating \$13,565 (Fund 2232) from the Landscape and Lighting fund balance to the Freeport Boulevard Victory Trees Project (T15135600); 2) approving the Plans and Specifications for the Freeport Boulevard Victory Trees Project (T15135600); 3) awarding the construction contract to Saenz Landscape for an amount not to exceed \$159,371; and 4) authorizing the City Manager to execute a contract with Saenz Landscape in an amount not to exceed \$159,371 for the Freeport Boulevard Victory Trees Project (T15135600).

Contact: Ofelia Avalos, Associate Engineer, (916) 808-5515; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A - Signed Contract

City Attorney Review

Approved as to Form

Gerald Hicks

8/12/2016 1:38:56 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/9/2016 4:39:21 PM

Description/Analysis

Issue: In the 1920's, elm trees were planted along both sides of State Highway 160 (Freeport Boulevard) from Meadowview Road to South City Limits to honor the Sacramento County soldiers who died in World War I. Since then, due to Dutch elm disease, many of these trees have died and only a few remain.

This project will plant rows of trees such as Emerald Sunshine, Red Oak, or Shumard Oak, as approved by the City's Urban Forestry Division, to replace the ones that have died. These new trees will be more resistant to disease. The project will also construct an irrigation system for the proposed trees.

The Freeport Boulevard Victory Trees Project (T15135600) was advertised and bids were received on July 20, 2016. Saenz Landscape is the lowest responsive and responsible bidder. The City Council approval is necessary to move forward with awarding the construction contract.

Policy Considerations: The action requested herein is consistent with City Code Title 3 and the City's General Plan goals to improve and diversify the transportation system, enhance and preserve the neighborhoods, and improve safety.

Economic Impacts: This new infrastructure is expected to create 0.64 total jobs (0.37 direct jobs and 0.27 jobs through indirect and induced activities) and create \$98,400.92 in total economic output (\$62,022.85 of direct output and another \$36,378.07 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/NEPA): It has been determined that the Freeport Boulevard Victory Trees Project (T15135600) meets the criteria for a Categorical Exemption pursuant to the California Environmental Quality Act (CEQA). There is no substantial evidence that the project will have a significant effect on the environment.

Sustainability Considerations: The Freeport Boulevard Victory Trees Project (T15135600) is consistent with the City’s Sustainability Master Plan goal of maintaining multi-functional “green infrastructure” consisting of natural areas, open space, urban forest, and parkland, which serves as a defining physical feature of Sacramento, provides visitors and residents with access to open space and recreation, and is designed for environmental sustainability.

Commission/Committee Action: None

Rationale for Recommendation: The project was advertised and bids were received on July 20, 2016. The City only received one bid. That bid is summarized below:

Contractor	Bid Amount	LBE 5% (Y/N)
Saenz Landscape	\$159,370.50	Y

The Engineer’s Estimate was \$141,970. It is recommended that the construction contract be awarded to the lowest responsive and responsible bidder, Saenz Landscape.

Financial Considerations: The estimated total project cost is \$313,565. As of July 26, 2016, the Freeport Boulevard Victory Trees Project (T15135600) has a total budget of \$300,000. Approval of the appropriation of \$13,565 (Fund 2232) from the Landscape and Lighting fund balance to the Freeport Boulevard Victory Trees Project (T15135600) will bring the total budget to \$313,565 and the unobligated balance to \$196,694. This unobligated balance is sufficient to execute the construction contract for \$159,370.50 with Saenz Landscape and cover the remaining construction management costs.

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

Local Business Enterprises (LBE): Saenz Landscaping is not an LBE, but has partnered with multiple local (LBE) subcontractors for this project to exceed the minimum LBE participation requirement. This contract will have a 15.7% local business participation rate.

RESOLUTION NO.

Adopted by the Sacramento City Council

FREEMPORT BOULEVARD VICTORY TREES PROJECT (T15135600) – APPROPRIATION OF FUNDS, APPROVING PLANS AND SPECIFICATIONS, AND AWARDING A CONSTRUCTION CONTRACT

BACKGROUND

- A. In the 1920's elm trees were planted along both sides of State Highway 160 (Freeport Boulevard) from Meadowview Road to South City Limits, to honor the Sacramento County soldiers who died in World War I.
- B. Since then, due to Dutch elm disease many of these trees have died and only a few remain.
- C. This project will plant rows of trees such as Emerald Sunshine, Red Oak, or Shumard Oak, as approved by the City's Urban Forestry Section, to replace the ones that have died. The new trees will be more resistant to disease. The project will also construct an irrigation system for the proposed trees.
- D. Saenz Landscape is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

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

- Section 1. The 2016/17 Capital Improvement Program budget is amended by appropriating \$13,565 (Fund 2232) from the Landscape and Lighting fund balance to the Freeport Boulevard Victory Trees Project (T15135600).
- Section 2. The Plans and Specification for the Freeport Boulevard Victory Trees Project (T15135600) are approved.
- Section 3. The construction contract is awarded to Saenz Landscape for an amount not to exceed \$159,371 for the Freeport Boulevard Victory Trees Project

(T15135600).

Section 4. The City Manager is authorized to execute a contract with Saenz Landscape for an amount not to exceed \$159,371 for the Freeport Boulevard Victory Trees Project (T15135600).

Table of Contents:

Exhibit A- Location Map – Freeport Boulevard Victory Trees Project (T15135600)

CONTRACT SPECIFICATIONS

**For
Freeport Boulevard Victory Tree Replacement Project
(PN: T15135600)**

Bid # B16151131041

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

**Bids to be received before
2:00 P.M. July 20, 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: **\$141,970.00** Construction Time: **30 Working Days**



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 551658

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

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/26/2016 10:48:12 AM

Business Information

SAENZ LANDSCAPE CONSTRUCTION COMPANY
12167 FOLSOM BLVD SUITE D
RANCHO CORDOVA, CA 95742
Business Phone Number:(916) 294-0555

Entity Partnership
Issue Date 12/17/1988
Expire Date 12/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN SAFETY CASUALTY INSURANCE COMPANY.

Bond Number: 412775

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY

Policy Number: 7600004910

Effective Date: 02/20/2013

Expire Date: 02/20/2017

[Workers' Compensation History](#)



Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

County:

1000005556 Contractor Details

- [Contractor Information](#)
- [Legal Entity Information](#)
- [Workers' Compensation](#)

Legal Name SAENZ LANDSCAPE CONSTRUCTION COMPANY **Legal Entity Type** GENERAL PARTNERS

Trade Name SAENZ LANDSCAPE CONSTRUCTION COMPANY

License Number(s) CSLB :551658

Mailing Address
12167 FOLSOM BLVD., SUITE D
RANCHO CORDOVA, CA 95742

Physical Address
12167 FOLSOM BLVD., SUITE D
RANCHO CORDOVA, CA 95742

Email Address
MICHAELSAENZ08@ATT.NET

Search Results

One registered contractor found. 1

Details	Legal Name
View	SAENZ LANDSCAPE CONSTRUCTION COMPANY

About DIR

- Who we are
- DIR Divisions, Boards & Commissions
- Contact DIR

Work with

- Licensing, reg
- Notification of
- Public Records

<p>Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832</p>	<p>9/11/15 through 3/10/17 Decision</p>
<p>Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770</p> <p>William Ben Hicks, an individual; Margaret Mary Hicks, an individual</p>	<p>2/01/15 through 1/31/18 Decision</p>
<p>L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591</p> <p>Alon Gamliel, an individual</p>	<p>2/01/15 through 1/31/18 Decision</p>
<p>USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610</p> <p>Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO</p>	<p>4/01/15 through 3/31/18 Decision</p>
<p>Daughter Construction formerly dba Hy Carpentry Construction 15407 Thomlake Avenue Norwalk, CA 90650 CSLB #979297</p> <p>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.</p>	<p>4/01/15 through 3/31/18 Decision</p>
<p>RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306</p>	<p>12/15/14 through 12/14/16 Decision</p>
<p>Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516</p>	<p>11/3/14 through 11/2/17 Decision</p>
<p>Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575</p>	<p>11/3/14 through 11/2/15 Decision</p>
<p>Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007</p>	<p>11/3/14 thorough 11/2/17 Decision</p>
<p>Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave.</p>	<p>8/1/14 through 7/31/17 Decision</p>

Woodland Hills, CA 91367 CSLB# 796802	
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	2/28/14 through 2/27/17 Decision
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/13/17 Decision
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	8/4/14 through 8/3/17 Decision
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/16 Decision
Ayodejia A. Ogundare, Individual Db a Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	5/15/2013 through 5/15/2014 Decision
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision
FEI Enterprises, Inc Gabriel Fedida, Individual	6/14/12 through 6/13/15 Decision

5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision Addendum
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	7/1/10 through 6/30/13 Decision
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	4/19/10 through 4/18/13 Decision
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	3/18/10 through 3/17/13 Decision
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	10/15/09 through 10/14/12 Decision
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	8/5/09 through 8/4/12 Decision

All Floors Commercial and Residential Flooring, Inc. Salvador Elías Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	5/14/09 through 5/13/12 Decision
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	3/16/09 through 3/15/12 Decision>

May 2016

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

TABLE OF CONTENTS

	<u># of Pages</u>
Invitation to Bid	1 - 2
Local Business Enterprise (LBE) Requirement Program	1 - 3
Applicable Local Status Area's	1 only
Bid Proposal Form	1 - 3
Bid Proposal Guarantee	1 only
Local Business Enterprise (LBE) Participation Program Form	1 only
Subcontractor and Local Business Enterprise Participation Form	1 only
Drug Free Work Place	1 only
Minimum Qualifications Questionnaire	1 - 6
Non-Discrimination in Employee Benefits Ordinance Certification	1 - 7
Title VI Language	1 only
Green Contracting Survey	1 - 3
Agreement	1 - 14
Performance Bond	1 only
Payment Bond	1 only
Worker's Compensation Certification	1 only
Construction & Demolition Debris Recycling Requirements	1 - 6
Pay Request Process	1 only
Pay Request Application	1 - 2
Schedule of Values	1 - 2
Guarantee	1 only
Sample NTP	1 only
Special Provisions	1 - 78
Appendix A - Labor Compliance	1 - 47

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk Public Counter, New City Hall, 4th Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on July 20, 2016** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

**Freeport Boulevard Victory Tree Replacement Project
(PN: T15135600)**

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 Victory Tree Replacement Project
(PN: T15135600)**

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

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

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:

**FREEMONT BOULEVARD VICTORY TREE REPLACEMENT PROJECT
 (T15135600)**

in the City and County of Sacramento, California.

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

Item No.	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total \$ Amount
1	CLEARING AND GRUBBING	1	LS	\$ -	\$ 35,697.-
2	TREE REMOVAL	3	EA	\$ 800.-	\$ 2,400.-
3	NEW IRRIGATION WATER POINT OF CONNECTION	1	EA	\$ 5,790.-	\$ 5,790.-
4	IRRIGATION MAINLINE	2,100	LF	\$ 8.-	\$ 16,800.-
5	SLEEVE BORING AND INSTALL. AT EXIST. PAVING/RD	32	LF	\$ 100.-	\$ 3,200.-
6	IRRIGATION SYSTEM	1	LS	\$ -	\$ 24,766.-
7	SOLAR IRRIGATION CONTROLLER	1	EA	\$ 5,400.-	\$ 5,400.-
8	SOIL PREPARATION/AMENDMENT	7290	SF	\$ 1.10	\$ 8,019.-
9	TREE- 15 GALLON	75	EA	\$ 140.-	\$ 10,500.-
10	SHRUB -1 GALLON	253	EA	\$ 18.-	\$ 4,554.-
11	BARK MULCH (3" DEPTH)	8,900	SF	\$ 1.02	\$ 9,078.-
12	D.G. PAVING	315	SF	\$ 9.50	\$ 2,992.50
13	METAL HEADER	70	LF	\$ 16.-	\$ 1,120.-
14	CHAIN LINK FENCE TO RESET	370	LF	\$ 50.-	\$ 18,500.-
15	INTERPRETIVE SIGN TO PLACE	1	LS	\$ -	\$ 2,000.-
16	BENCH TO PLACE	1	EA	\$ 2,554.-	\$ 2,554.-

17	LANDSCAPE MAINTENANCE (6 MONTHS)	6	MO	\$ 1,000.-	\$ 6,000.-
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(F) – denotes final pay quantity

CONTRACTOR NAME: Steven Landscape Construction Co. TOTAL \$ 159,370.50

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

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

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

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

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

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

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

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

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

Add. # _____ DATE _____
Add. # _____ DATE _____
Add. # N/A _____ DATE _____

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

a 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:

(\$ 15,937.05) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR:

By Irene Lucas
(Signature)

IRENE LUCAS

(Print or Type)

Title Partner
Address 12167 Johnson Blvd, Ste D
Rancho Cordova, CA 95742
Telephone No. 916-294-0555

Fax No. 916-294-0511

Email Address ilucas13@att.net

Date 7/20/16

FOR CITY USE ONLY

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

Contractor's License No. 551658 Type C274A

Expiration Date 12/31/16

Tax I.D. Nos.- Fed. 26-2010916 State 283-3055-3

City of Sacramento Business Operation Tax Certificate No. 1007526

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

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	<i>Saemy Landscape Construction Company</i>	Date	<i>7/20/16</i>
Prime Contractor Address	<i>12167 Johnson Blvd., Ste D, Reno Co, California, CA 95742</i>	Bid Amount	\$ <i>159,370.50</i>
(REQUIRED) Prime Contractor DIR Registration #	<i>100000 SSS6</i>	Is Prime LBE?	Yes <input type="radio"/> No <input checked="" type="radio"/>

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
<i>Cascade Rock</i>		<input checked="" type="radio"/>	<i>Compost, bark & decomposed granite</i>	\$ <i>5,415.-</i>
<i>2585 Kiefer Rd. Sacramento, CA 95826 Aurora (916) 383-1300</i>		<input type="radio"/>		
<i>Village Avenue</i>		<input type="radio"/>	<i>tree & shrub</i>	\$ <i>2,745.-</i>
<i>6901 Bradshaw Rd. Sacramento, CA 95829 Solz Dept. (916) 366-3966</i>		<input checked="" type="radio"/>		
<i>Apurmac</i>		<input type="radio"/>	<i>investigation, material handling, vegetation fabric</i>	\$ <i>13,750.-</i>
<i>3449 Jarquino Dr. Sacramento, CA 95821 Solz Dept. (916) 482-2924</i>		<input checked="" type="radio"/>		

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:

<i>Sam Juan</i>	<i>Partner</i>	Date	<i>7/20/16</i>
Signature	Title		

Form Revised
3/9/15

City of SACRAMENTO

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

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

Prime Contractor Name	Sam's Landscape Construction Company	Date	7/20/16
Prime Contractor Address	12167 Eblon Blvd., Ste D, Rancho Cordova, CA 95742	Bid Amount	\$ 159,370.50
(REQUIRED) Prime Contractor DIR Registration #	1000005556	Is Prime LBE?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Buildme Fence Co. 8530 Unsworth Ave. Sacramento, CA 95828 Sola Dept. (916) 381-4065		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Misc. fence material	\$ 600.-
Pace Supply Corp 8400 24th Ave. Sacramento, CA 95826 Sola Dept (916) 386-8347		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Water Meter	\$ 1,500.-
Horin Pacific Paving Division Sola 4201 Horin Parkway Rd. Sacramento, CA 95826 Sola Dept. (916) 443-5120		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Disposal of green waste	\$ 1,000.-

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

PRINCIPAL OF FIRM: <i>Gene Juca</i> Signature	Title Partner	Date 7/20/16
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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 construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Date	7/20/16
Bid Amount	\$ 159,370.50
Is Prime LBE?	Yes <input type="radio"/> No <input checked="" type="radio"/>

Prime Contractor Name	Daeng Landscape Construction Company
Prime Contractor Address	12167 Johnson Blvd., Ste D, Loma Linda, CA 95742
(REQUIRED) Prime Contractor DIR Registration #	

Business Name	License Number	Address	City, State, Zip	Contact Person	Phone	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
OLL Steel Fence, Inc.	710512	PO Box 1309/140 King Road	Geathgip, CA 95330	Tom Cornell, 111	209-983-8409	100000047	No <input checked="" type="radio"/>	Chain Link Fences	\$ 15,830.40
							Yes <input type="radio"/> No <input type="radio"/>		\$
							Yes <input type="radio"/> No <input type="radio"/>		\$

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 Partner
	Date 7/20/16

Form Revised
3/9/15

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

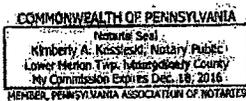
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

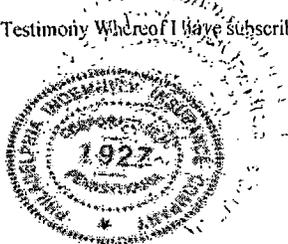


(Notary Seal)

Notary Public: _____
residing at: Bala Cynwyd, PA
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10th day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of July, 20 16.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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 Sacramento)

On July 19, 2016 before me, Sharon Matranga, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *S. Matranga*
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: _____

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION 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.

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: Jaenz Landscape Construction Co.
BY: [Signature], Partner Title Date: 7/20/16
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.

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

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

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

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

Yes

No

Not applicable

OR

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

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

Yes

No

Not applicable

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

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

Yes

No

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

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes

No

OR

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

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

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

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

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at 12167 Jolana Blvd., St. V. Kneels, on 7/20/16.
(Location) Orinda, CA (Date)

Signature: Irene Lucas

Print name: IRENE LUCAS

Title: 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

Minimum Qualifications Questionnaire
Page 6 of 6

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Soens Landscape Construction Company
Name of Contractor

12167 Johnson Blvd., Ste D, Rancho Cordova, CA 95742
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000.00 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave.
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to

the domestic partner or to the spouse.

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

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

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

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

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

Irene Lucas
Signature of Authorized Representative

7/20/16
Date

IRENE LUCAS
Print Name

Partner
Title



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

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

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

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

The included employee benefits are:

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

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

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

You May ...

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

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

- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



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

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

The included employee benefits are:

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

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

You May ...

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

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also ...

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

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

AGREEMENT AMOUNT: \$159,370.50

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification August 30, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Saenz Landscape Construction Company 12167 Folsom Blvd, Ste D, Rancho Cordova, CA 95742, ("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 Victory Tree Replacement Project
(PN: T15135600)**

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **thirty (30) working days** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

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

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

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **\$910.00** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

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

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) 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 EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due

until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

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

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

21. EXCUSABLE DELAYS

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

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other

procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work,

waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

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

CONTRACTOR

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

DATE 7/26/16

BY Irene Lucas
IRENE LUCAS

Print Name Partner

Title _____

BY _____

Print Name _____

Title _____

Federal ID# 26-2010916

State ID# 283-3055-3

1007526

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

Type of Business Entity (check one):

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

CITY OF SACRAMENTO
a municipal corporation

DATE _____

Original Approved As To Form:

[Signature]
City Attorney

BY _____
For: John F. Shirey, City Manager

Attest:

City Clerk

**CITY OF SACRAMENTO
PAYMENT BOND**

Department of Public Works
Page 1 of 1

Bond No.: PB12328800034

Premium: Included in Perf. Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Saenz Landscape Construction Company 12167 Folsom Blvd, Ste D, Rancho Cordova, CA 95742 hereinafter called Contractor, a contract for construction of:

**Freeport Boulevard Victory Tree Replacement Project
(PN: T15135600)**

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*):

Philadelphia Indemnity Insurance Company, 231 St. Asaph's Rd., Suite 100, Bala Cynwyd, PA 19004, 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 HUNDRED FIFTY NINE THOUSAND THREE HUNDRED SEVENTY DOLLARS FIFTY CENTS (\$159,370.50), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be a.d 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 July 28, 20 16.

Saenz Landscape Construction Company
(Contractor) (Seal)
By [Signature]
Title Partner

Philadelphia Indemnity Insurance Company
(Surety) (Seal)
By [Signature]
Title: Stanley J. Matranga, Attorney In-Fact
Agent name and Address: MBI Services
P.O. Box 2143, Carmichael, CA 95609
Agent Phone #: (916) 489-1799
Surety Phone #: (925) 334-3127
California License # OC13015

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

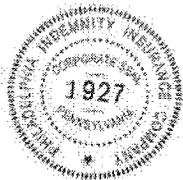
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

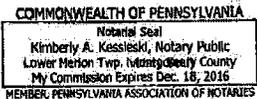
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: _____
residing at: Bala Cynwyd, PA
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of July, 20 16.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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.

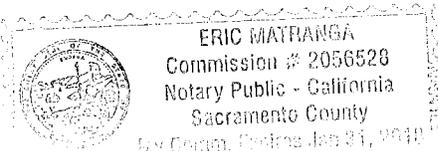
State of California)
County of Sacramento)

On July 28, 2016 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga*
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: _____

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works
Page 1 of 1

Bond No.: PB12328800034

Premium: \$3,391.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Saenz Landscape Construction Company 12167 Folsom Blvd, Ste D, Rancho Cordova, CA 95742 as principal, hereinafter called Contractor, a contract for construction of:

**Freeport Boulevard Victory Tree Replacement Project
(PN: T15135600)**

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*): Philadelphia Indemnity Insurance Company, 231 St. Asaph's Rd., Suite 100, Bala Cynwyd, PA 19004, 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 HUNDRED FIFTY NINE THOUSAND THREE HUNDRED SEVENTY DOLLARS FIFTY CENTS (\$159,370.50)**, for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on July 28, 2016.

Saenz Landscape Construction Company
(Contractor) (Seal)

By [Signature]
Title Partner

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By [Signature]
Title Stanley J. Maranga, Attorney-in-Fact
Agent Name and Address MBI Services
P.O. Box 2143, Carmichael, CA 95609
Agent Phone # (916) 489-1799
Surety Phone # (925) 334-3127
California License # OC13015

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

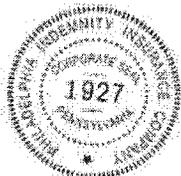
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

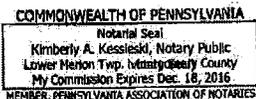
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

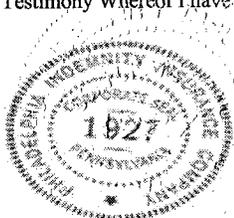


(Notary Seal)

Notary Public: _____
residing at: Bala Cynwyd, PA
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10th day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of July, 20 16.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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 Sacramento)

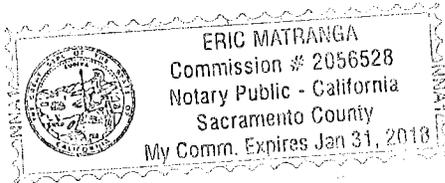
On July 28, 2016 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga*
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: _____

WORKER'S COMPENSATION CERTIFICATION

**Freeport Boulevard Victory Tree Replacement Project
(PN: T15135600)**

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: 7/26/16

Contractor Saenz Landscape Construction Company

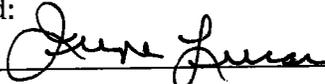
By Juan Lucas
Signature

GUARANTEE

We hereby guarantee the Freeport Blvd Victory Tree Replacement Project (PN: T15135600) the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: 7/26/16

Signed: 

IRENE LUCAS

Printed Name

Saenz Landscape Construction Co.
Company

12167 Johnson Blvd., Ste D
Address

Rancho Cordova, CA 95742



CERTIFICATE OF LIABILITY INSURANCE

SAENZ-1

OP ID: MG

DATE (MM/DD/YYYY)

07/28/2016

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 Foothill Valley Ins Agency 13 Sierragate Plaza, Bldg A Roseville, CA 95678 Wilhelm H Stenken	CONTACT NAME: Tyla Belton		FAX (A/C, No): 916-773-4583
	PHONE (A/C, No, Ext): 916-773-4560	E-MAIL ADDRESS: tyla.b@foothillvalley.com	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Financial Pacific Ins. Co.			31453
INSURER B: Everest National Ins. Co.			10120
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED **Saenz Landscape Construction Co.**
12167 Folsom Blvd Ste D
Rancho Cordova, CA 95742

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60424666	02/25/2016	02/25/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60424666	02/25/2016	02/25/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60424666	02/25/2016	02/25/2017	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			7600004910161	02/20/2016	02/20/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rent/Leased Equip			60424666	02/25/2016	02/25/2017	Limit	50,000

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

RE: Freeport Blvd. Victory T15135600 - Freeport Blvd. and Pocket Road
City of Sacramento, its officials, agents and employees are named additional insured per CG2010(12/11) attached. Insurance is primary. Waiver for GL, Auto & WC attached.
*30 Day Notice of Cancellation for non-payment of premium

CERTIFICATE HOLDER

CITY-1

City of Sacramento
Dept. of Transportation
Engineering Services Division
915 1 St., 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

PREMIUM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

REFER TO GENERAL LIABILITY SCHEDULE ON FORM CG 71 54 01 07

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

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

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ELITE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREMIUM 75

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SECTION II - LIABILITY COVERAGE - Amendments

WHO IS AN INSURED

The following are added to WHO IS AN INSURED:

BLANKET ADDITIONAL INSUREDS

Any person or organization with whom you agreed, pursuant to a written contract, to provide insurance such as is afforded under this Coverage Part, but only to the extent that the person or organization is held liable for your acts or omissions with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract has been executed prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, identified in this section, and is permitted by law.

BROAD FORM NAMED INSURED

Any business entity newly acquired or formed by you, other than a partnership, joint venture or limited liability company during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

EMPLOYEES AS INSURED - HIRED AUTOS

Any "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.

EMPLOYEES AS INSURED - NONOWNED AUTOS

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business.

COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Supplementary Payments is amended as follows:

We will pay 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.

We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day, because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE - Amendments

AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

EXPANDED TOWING COVERAGE

In addition to the towing and labor limit shown in the Declarations for private passenger type "autos," we will pay up to \$75 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an "auto" covered on this policy for other physical damage coverage.

EXPANDED TRANSPORTATION EXPENSE

Coverage Extensions - Transportation Expenses is deleted and replaced by the following:

We will pay up to \$60 per day to a maximum of \$1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after

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the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

EXTRA EXPENSE - STOLEN AUTOS

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

HIRED CAR PHYSICAL DAMAGE COVERAGE

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If Comprehensive, Specified Causes of Loss or Collision coverage is provided to all owned autos by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the minimum coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - a) The operational safety of the vehicle might otherwise be impaired;
 - b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
 - c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
 - d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
 - e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

FPIC0200 (12-11)

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

LOAN/LEASE GAP COVERAGE

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay up to a maximum of \$15,000 the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto". This coverage is excess insurance over any other collectible insurance or lease provision.

PERSONAL EFFECTS COVERAGE

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;" in the event of a total theft "loss" of your covered "auto."

No deductibles apply to Personal Effects Coverage.

RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.

- 2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b) The number of days shown in the Schedule.
- 3. This coverage applies only to a covered "auto" for which there is Comprehensive, Specified Causes of Loss or Collision Coverage provided on this covered "auto." If there is no Collision Coverage for a covered "auto," then Rental Reimbursement Coverage will not apply to a Collision loss involving that covered "auto."
- 4. Our payment is limited to the lesser of the following amounts:
 - a) Necessary and actual expenses incurred.
 - b) \$75 for any one day or for a maximum of 30 days.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- 7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA 9923 on this policy.

WAIVER OF DEDUCTIBLE - GLASS

Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

SECTION IV - BUSINESS AUTO CONDITIONS - Amendments

LOSS CONDITIONS

KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the

subsequent investigation of such claims or "suits", under DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, do not apply until the "accident" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance manager, if you are a corporation;
- 4. Your members, managers or insurance manager, if you are a limited liability company;
- 5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property, which was subject to the "loss."

BLANKET WAIVER OF SUBROGATION

Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss," provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

GENERAL CONDITIONS

UNINTENTIONAL ERRORS OR OMISSIONS

Concealment, Misrepresentation Or Fraud is amended by adding the following:

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.

SECTION V - DEFINITIONS - Amendment

MENTAL ANGUISH

The definition of "bodily injury" is amended to include mental anguish resulting from any "bodily injury," sickness or disease sustained by a person.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

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: 02/20/2016

Policy No. 7600004910161

Endorsement No. 001

Insured: Saenz, Michael; Lucas, Irene

Insurance Company: Everest National Insurance Company

Premium \$ INCL.



Countersigned By: _____

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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
Saenz Landscape Construction Company

SSN or ITIN FEIN CA Corp no. CA SOS file no.
2 6 - 2 0 1 0 9 1 6

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

12167 Folsom Blvd., Suite D

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

Rancho Cordova

State ZIP Code
CA 9 5 7 4 2

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) Michael Saenz, Partner Telephone (916) 294-0555

Payee's signature ▶ *Michael Saenz* Date 7/26/16

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) Michael Saenz	
Business name, if different from above Saenz Landscape Construction Company	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) 12167 Folsom Blvd., Suite D	Requester's name and address (optional)
City, state, and ZIP code Rancho Cordova, CA 95742	
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	
26	2010916

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 ▶ <i>Michael Saenz</i>	Date ▶ 7/26/16
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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,

SPECIAL PROVISIONS

TABLE OF CONTENTS
FREEPORT BOULEVARD VICTORY TREE REPLACEMENT PROJECT
BETWEEN MEADOWVIEW ROAD AND SOUTH CITY LIMITS
(PN: T15135600)

1. GENERAL REQUIREMENTS..... 3

1.1 SCOPE AND LOCATION OF WORK..... 3

1.2 SPECIFICATIONS..... 3

1.3 ORDER OF WORK..... 3

1.4 COMPLETION TIME 4

1.5 PROVIDING BONDS AND SURETY 4

1.6 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS..... 4

1.7 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET 4

1.8 CERTIFICATE OF COMPLIANCE 5

1.9 EQUIPMENT TO BE SUPPLIED 5

1.10 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS 5

1.11 COORDINATION 6

1.12 PROJECT SCHEDULING 7

1.13 PROTECTION OF EXISTING IMPROVEMENTS..... 8

1.14 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE..... 9

1.15 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING..... 10

1.16 PUBLIC NOTIFICATION 11

1.17 REMOVAL OF ON-STREET PARKING 11

1.18 EQUIPMENT LIST AND DRAWINGS SUBMITTALS 12

1.19 PROOF OF COMPLIANCE WITH CONTRACT..... 12

1.20 RECORD DRAWINGS..... 12

1.21 BACKFILLING OF VOIDS..... 12

1.22 PAVEMENT CUTTING AND RESTORATION 13

1.23 PROTECTION OF TREES 13

1.24 TREE TRIMMING 14

1.25 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED..... 16

1.26 HEALTH AND SAFETY..... 16

1.27 PERMITS AND STAGING AREA..... 17

1.28 EROSION AND SEDIMENT CONTROL..... 17

1.29 ENCROACHMENT PERMIT 17

2. ITEMS OF THE PROPOSAL 19

ITEM NO. 1 - CLEARING ANG GRUBBING..... 19

ITEM NO. 2 - TREE REMOVAL..... 19

ITEM NO. 3 - NEW IRRIGATION WATER POINT OF CONNECTION 19

ITEM NO. 4 - IRRIGATION MAINLINE 20

ITEM NO. 5 - SLEEVE BORING AND INSTALLATION AT EXISITNG PAVING/ROADS 20

ITEM NO. 6 - IRRIGATION SYSTEM 21

ITEM NO. 7 - SOLAR IRRIGATION CONTROLLER..... 22

ITEM NO. 8 - SOIL PREPARATION/AMENDMENT 23

ITEM NO. 9 - TREE- 15 GALLON..... 24

ITEM NO. 10 - SHRUB- 1 GALLON 26

ITEM NO. 11 - BARK MULCH (3" DEPTH)..... 27

ITEM NO. 12 - D.G. PAVING..... 28

ITEM NO. 13 - METAL HEADER 28

ITEM NO. 14 - FENCE TO RESET 29

ITEM NO. 15 - INTERPRETIVE SIGN TO PLACE 29

ITEM NO. 16 - BENCH TO PLACE..... 30

ITEM NO. 17 - LANDSCAPE MAINTENANCE (6 MONTHS)..... 30

**SPECIAL PROVISIONS
FOR
FREEPORT BOULEVARD VICTORY TREE REPLACEMENT PROJECT
BETWEEN MEADOWVIEW ROAD AND SOUTH CITY LIMITS
(PN: T15135600)**

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

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

Tree planting and associated irrigation as part of the Victory Tree Replacement Program along Freeport Boulevard from Pocket Road, south to the City limits.

The work includes removing identified existing trees and dense stands of invasive vegetation, planting new trees, and installing a new irrigation system to the newly planted trees.

The underground work includes installing new irrigation sleeves under existing roadway and pavement sections.

All work is 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. Compliance with the Caltrans Encroachment Permit shall also be taken into consideration when scheduling the "Order of Work". All work within the Caltrans Right of Way must be complete by the Caltrans Encroachment permit deadline (Permit No. 0315-NUJ0926, Sac-5-15.61). If work within Caltrans Right of Way is not completed prior to the deadline in the permit, the contractor shall be responsible for obtaining the encroachment permit extension at their own cost.

1.4 COMPLETION TIME

The time limit for the completion of all items of work is Thirty (30) working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. Non working days will be assigned for the pole acquisition time period. The Contractor shall pay a sum in the amount of NINE HUNDRED TEN DOLLARS (\$910.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of Thirty (30) working days.

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

1.5 PROVIDING BONDS AND SURETY

The Contractor shall provide signed agreement and surety bonds within ten (10) calendar days after receipt of notice to award by the City and prior to award by the City Council. The Contractor shall be reimbursed for all surety bond costs should the City Council not award a contract.

1.6 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to Ofelia Avalos of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-5515, FAX (916) 808-7903 or oavalos@cityofsacramento.org.

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

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

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

To enter facility:

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

To exit facility:

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

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

1.8 CERTIFICATE OF COMPLIANCE

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

1.9 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.

1.10 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.

1.11 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.

- Streetscape Maintenance
Contractor shall contact Sheryl Fox, at (916) 808-4959 or sfox@cityofsacramento.org for the pre-inspection of the plants, trees, and for final inspection to end the landscape maintenance period and any coordination needed with Urban Forestry.
- City Park's
Contractor shall contact Gonzolo Albor 916-244-7673 for the new irrigation water point of connection prior to the work being performed.
- Underground Service Alert
Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.
- Sacramento Municipal Utility District (SMUD)
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) 386-5371 at least 7 calendar days before start of construction.
- Sacramento Regional County Sanitation District (Regional San)
Construction activities within Regional San easements shall be coordinated and approved by Regional San prior to commencement of work. If needed Contractor shall contact Robb Armstrong at armstrongro@sacsewer.com or (916) 876-6104.

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.

1.12 PROJECT SCHEDULING

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

payments. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

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

1.13 PROTECTION OF EXISTING IMPROVEMENTS

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

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

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

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

The Contractor will insure that utility services to customers in the project are maintained.

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

The Contractor is expected to "pothole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict with the proposed work.

The cost of relocating existing overhead or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

Deep rooted trees- trees with a mature growth of more than five feet in height, oak trees, and other environmentally protected species shall not be permitted within existing Regional San easements. Trees shall be placed in a manner as such that the mature roots will not infiltrate manholes, structures, etc. Trees, shrubs, groundcover and any other form of landscaping that obstructs or limits Regional San access to its facilities shall not be permitted. Any trees proposed to be placed

near Regional San facilities shall have a root-barrier system installed to the satisfaction of Regional San.

All Regional San facilities and appurtenances, including but not limited to the interceptors, air release valves, manholes, etc. shall be protected in place at all times.

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.

1.14 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

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

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

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

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

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

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

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a relatively smooth and even surface satisfactory for use by public traffic at all

times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction

The plans shall be developed with the following requirements:

1. Working hours shall be between 7:00 AM and 5:00 PM Monday through Friday, unless otherwise approved by the Engineer.
2. Weekend work from 8:30 am to 5:30 pm may be approved by the Engineer.
3. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the City.
4. If necessary, only one travel lane may be closed on **Freeport Boulevard** to complete the proposed improvements.
5. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
6. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.
7. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.
8. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

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

1.15 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.

1.16 PUBLIC NOTIFICATION

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

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.17 REMOVAL OF ON-STREET PARKING

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.

1.18 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.

1.19 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.

1.20 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.

1.21 BACKFILLING OF VOIDS

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

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

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

1.22 PAVEMENT CUTTING AND RESTORATION

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

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

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

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

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

1.23 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City's Urban Forester, Joe Benassini, phone number (916) 808-6258 or urbanforestry@cityofsacramento.org. The Contractor shall comply with direction as given by the City's Urban Forester 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's Urban Forester shall be contacted for a root inspection, and roots shall not be cut without the City's Urban Forester approval. Roots approved by the Urban

Forester to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an inspection by the City's Urban Forester 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's Urban Forester 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 Urban Forester.

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

1.24 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer in conjunction with the City's Urban Forester:

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.

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.

All trees are to be pruned during the dormant season only, typically mid-October through March.

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's Urban Forester, Joe Benassini, (916) 808-6258 or urbanforestry@cityofsacramento.org and obtain, for this project, a permit for tree trimming within the City.

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

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

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

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

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

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and in accordance with ANSI A300 Standards Part 1 (Pruning), and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer in conjunction with the City's Urban Forester.

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

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

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

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

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

1.25 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

If artifacts or stone, bone, or shell are uncovered during construction activities, the Contractor shall stop work within 100 feet of the find and notify the City, who will consult with a qualified archaeologist for an on-the-spot evaluation. Additional mitigation of the archaeological site will be the responsibility of the City. If bone is found and it appears to be human, the City will notify the Sacramento County coroner and the Native American Heritage Commission (916-322-7791).

1.26 HEALTH AND SAFETY

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

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

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

1.27 PERMITS AND STAGING AREA

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

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

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.

1.28 EROSION AND SEDIMENT CONTROL

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

1.29 ENCROACHMENT PERMIT

The City has acquired a Caltrans Encroachment Permit. Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities, the Contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

CALTRANS, DISTRICT 03
PERMIT ENGINEER
703 "B" Street
P.O. Box 911
Marysville, CA 95901
(530) 741-5374

The Contractor shall pay the applicable fees due at the time of application. A copy of the City's Encroachment Permit is available upon request.

Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

2. ITEMS OF THE PROPOSAL

ITEM NO. 1 - CLEARING ANG GRUBBING

Clearing and grubbing shall conform to Section 12 and 13 of the Standard Specifications and these Special Provisions.

This item shall include small tree removal, stump grinding and shrub & vegetation removal along Freeport Boulevard as shown on the Plans.

This item shall include the removal of the invasive *Ailanthus Altissima* tree and shrubs at the ground level and immediately apply a herbicide to exposed cuts to kill the existing root system. Clear and grub smaller trees and seedlings. Herbicide shall be approved by the Streetscape Maintenance or Urban Forester and applied by hand to reduce contamination of soil in proximity to protected trees. Submit cut sheet of Herbicide to City's Representative for review and approval.

This item shall also include the relocation of eight (8) existing boulders as shown on the Plans (sheet L-9) and the soil removal needed to flatten the topography for the new tree plantings per the Plans (sheet L-2).

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, removing *Ailanthus Altissima* and relocating boulders as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 2 - TREE REMOVAL

Removal and stump grinding of trees greater than 3" DBH, 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. This item does not include the removal of the *Ailanthus Altissima* species covered in the item above.

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. 3 - NEW IRRIGATION WATER POINT OF CONNECTION

This item shall consist of furnishing and installing a water service from the existing irrigation water mainline in the park, per plan. Coordinate all work with the City Park's representative (Gonzolo Albor 916-244-7673). Water service shall include furnishing and placing all required lateral pipe, meters, fittings, and all other items to place and connect the water service as shown on the Plans. The water service and its installation shall meet the applicable requirements of

Sections 10, 27, and 38 (W-403, W-404, W-405) of the City Standard Specifications and these Special Provisions

It's the Contractor's responsibility to coordinate with City Parks for the connection of the new irrigation point of connection to the City Parks existing water main. The Contractor shall contact and schedule a review of the connections prior to backfilling. The Contractor shall perform all excavation, shoring, backfilling, compaction, and surface restoration.

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

ITEM NO. 4 - IRRIGATION MAINLINE

This item shall consist of furnishing and installing irrigation mainline and related appurtenances as shown on the Plans and in conformance with Section 10-45 of the Standard Specifications and these Special Provisions.

1. PVC Pipe – Class 315, minimum cover shall be as noted on plans.
2. Trench excavation and backfill shall conform to Sections 36 of the Standard Specifications.
3. Thrust blocks shall conform to Sections 36 of the Standard Specifications.
4. The Contractor's bid price shall include installing a locator pull wire for mainline per Sections 36 of the Standard Specifications.

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

ITEM NO. 5 - SLEEVE BORING AND INSTALLATION AT EXISTING PAVING/ROADS

This item shall consist of furnishing and installing sleeves by jacking and boring under existing asphalt paving and concrete walkways per the Plans and in accordance with Sections 36 and 37 of the Standard Specifications.

1. Install sleeving at the same depth as the pipe depth.
2. Sleeves shall be PVC Class 315 SDR 13.5 for sleeves greater than four inches (4") in size and PVC Schedule 40 for sleeves less than four inches (4") in size.

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

ITEM NO. 6 - IRRIGATION SYSTEM

This item shall consist of furnishing and installing the Irrigation System as shown on the drawings in conformance with the applicable paragraphs of Section 10, 27, and 36 of the Standard Specifications and these Special Provisions.

1. Remote Control Valves (RCVs) shall be as shown on the plans, or approved equal, and shall be installed as shown on the plans. Install valves in a locking rectangular plastic valve box.
2. Gate Valves shall be constructed of all brass as specified in Section 10 of the Standard Specifications. Plastic gate valves are not acceptable. Install valve in a locking round plastic valve box.
3. Irrigation Valve Boxes shall be installed in conformance with Section 10 of the Standard Specifications.
4. Irrigation Control Wire shall conform to Sections 10 and 36 of the Standard Specifications.
5. **Irrigation Lateral Line Pipe** or pipe on the discharge side of the remote control valve shall be Schedule 40 solvent weld PVC pipe and shall conform to Section 10 of the Standard Specifications. The irrigation Mainline is paid by a separate item.
6. PVC Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All threaded fittings for PVC pipe shall be PVC Schedule 80.
7. PVC Schedule 80 Unions (at RCVs) shall be per plans and details.
8. PVC Schedule 80 Ball Valves (at RCVs) shall be per plans and details.
9. Drip irrigation line shall be as shown on plans and installed as shown on plans.
10. Air relief valves shall be as shown on plans and installed as shown on plans.
11. Contractor to provide the City with "As-Built" drawings per Section 36 of the Standard Specifications. Prior to completion of the Maintenance Period, the Contractor shall submit to the City two (2) 11x17 laminated controller schedule copies for each controller.

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

ITEM NO. 7 - SOLAR IRRIGATION CONTROLLER

This item shall consist of furnishing and installing a solar irrigation controller with rain sensor as shown on the Plans and details and in conformance with Sections 34 and 36 of the Standard Specifications and these Special Provisions.

1. All materials furnished and installed shall be new and shall conform to the Standard Specifications for Public Works construction, current addition, as adopted by the City.
2. All existing and new computerized irrigation control system components shown on the plans shall be fully operational at final acceptance.
3. All incidental parts which are not shown on the plans or specified herein and are necessary to complete or modify the existing system shall be furnished and installed as though such parts were shown on plans or specifications. All systems shall be in satisfactory operation at the time of completion.
4. Rain Sensor
 - a. Rain Sensor shall be per plans and installed per Manufacturer's installation instructions.
5. Wire Splices
 - a. Conductors shall be installed with NO UNDERGROUND splices unless absolutely necessary and unavoidable. Any and all underground splices that are required to be made, must be approved by the Engineer and shall be placed in a suitable type 14 inch by 19 inch valve box for easy access.
6. Pull Boxes shall be fabricated from a durable plastic material resistant to weather, sunlight, and chemical action of soil. Pull boxes shall be a minimum size of 20 inches in length, 15.25 inches in width and 12 inches in height. In paved areas, the pull box shall be a concrete type with a cast iron lid.

- a. Pull boxes shall be installed at intervals not to exceed two hundred feet and at all changes in direction and where the conduit crosses a roadway, bridge or railroad track (with a 36-inch loop inside the box).
- b. Pull boxes shall be installed in area to be landscaped whenever possible.
- c. The bottom of the pull box shall be bedded in crushed rock six inches deep prior to installation of the interconnect cable.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in completing the solar irrigation controller as shown on the plans, as specified in Sections 34 and 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - SOIL PREPARATION/AMENDMENT

Soil prep/amendments shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications, shall be as shown on the Plans and as specified in these Special Provisions.

1. Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Engineer.
2. Planting Materials shall conform to Section 10-43 and 35-8 of the Standard Specifications.
3. Amendment Samples: Contractor shall provide a one-quart sample of each proposed amendment to an Engineer approved soil nutritional analysis laboratory, for testing for conformance to this specification. No material shall be delivered to the site until the Engineer approves the samples. Testing costs shall be paid for by the Contractor.
4. Fertilizer: Shall be determined from soils analysis results. For purposes of bidding only, assume the use of 6-20-20 commercial fertilizer, 20-10-5 planting tablets by Agriform International Chemicals, Inc., and iron sulfate.
5. Organic Amendment: Shall be determined from soils analysis results. For purposes of bidding only assume the use of nitrogen-treated redwood sawdust or fir bark conforming to:

a. Nitrogen-treated Redwood Sawdust/Fir Bark

Physical Properties: 95%-100% passing, sieve size 6.35mm (1/4 inch), 80%-100% passing, sieve size 2.38mm (No. 8, 8 mesh), and 0%-30% passing, sieve size 500 micron (No. 35, 32 mesh).

Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 millimhos/centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0-6.0%.

6. Organic Amendment and Fertilizer Incorporation: Materials determined from the soils test shall be uniformly distributed throughout all irrigated planting areas and incorporated to a homogeneously blended soil depth of six inches. Assume per 1000 square feet:

6 cubic yards Nitrogen Stabilized Organic Amendment
30 pounds Commercial Fertilizer (6-20-20)
4 pounds Potassium Sulfate

Payment shall be made at 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 completing soil prep/amendments as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - TREE- 15 GALLON

This item shall consist of furnishing, transporting and planting 15-gallon trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions. Contractor is responsible for purchasing the tree from the Nursery, transporting it to the job site, planting the tree and all installation materials.

1. Preparing of planting areas shall conform to Section 35-5 of the Standard Specifications. Soil in planting areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.

2. The following shall NOT be required from Section 35-5 of the Standard Specifications:

“The soil shall be kept wet for a period of fourteen (14) days to permit germination of weeds. After the fourteen- (14) days, the area shall be allowed to dry to a condition that any spray equipment will not damage the existing grades. Weeds shall be sprayed with an approved chemical, which controls both broadleaf plants and grasses, but will not contaminate the soil, such as Roundup.”

3. Weed Control shall conform to Section 35-6 of the Standard Specifications. Pre-emergent herbicide shall be applied after planting and irrigation activities and prior to placement of mulch.

4. Tree root balls shall be scored vertically around root ball prior to placement.
5. Trees shall be located as shown on the plans in straight lines and uniform distances. Proposed tree locations shall be field staked by the Contractor prior to planting, subject to the approval of the Engineer.

6. Materials

- a. Contractor shall coordinate the planting schedule with the Engineer within 14 working days after award of contract. Contractor shall contact the Streetscapes office at (916) 808-2253, a minimum of 24 hours prior to the delivery of the trees for inspection.
- b. Variety and size are shown on the plans and shall conform to Sections 10-43 and 35-7 of the Standard Specifications.
- c. Fertilizer Tablets shall be 21-gram tablets with 20-10-5 NPK ratio, and shall be applied as follows:

Eight (8) tablets per 15 gallon container.

- d. Backfill Mix shall be as recommended in the soils nutritional analysis. For purposes of bidding only assume backfill to be consist of three parts top soil to one part soil amendment. Soil amendments for planting pits shall be per Item 25.
- e. Tree Staking shall conform to the applicable paragraphs of Section 35-7 of the Standard Specifications. At the time the trees are planted, stakes shall be placed and the trees shall be tied thereto. The size and number of stakes and ties to be installed shall be as shown on the tree planting detail. Stakes shall be placed against but not through the root ball.
- f. Ties shall be cotton webbing material one inch (1") wide and approximately one-eighth inch (1/8") thick, or rubber ties stapled or nailed to the tree stakes, and placed as shown on the tree planting detail.
- g. Tree Root Rodent Protection Barrier shall be per plans and details. Install per per plans and details.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in planting 15-gallon trees as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - SHRUB- 1 GALLON

This item shall consist of furnishing, preparing and planting shrub – 1 gallon in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

1. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications. Soil in Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.
2. The following shall NOT be required from Section 35-5 of the Standard Specifications:

“The soil shall be kept wet for a period of fourteen (14) days to permit germination of weeds. After the fourteen- (14) days, the area shall be allowed to dry to a condition that any spray equipment will not damage the existing grades. Weeds shall be sprayed with an approved chemical, which controls both broadleaf plants and grasses, but will not contaminate the soil, such as Roundup.”
3. Weed Control shall conform to Section 35-6 of the Standard Specifications. Pre-emergent herbicide shall be applied after planting and irrigation activities and prior to placement of mulch.
4. Materials
 - a. Nomenclature and Labels: Plant botanical names shall conform to “standardized Plant Names”, second edition, and secondly, “A Checklist of Woody Ornamental Plants of California”, Manual 32, University of California. All plants of each clone, species, and cultivar shall be delivered to the site labeled with their full botanical names. Every plant species shall be labeled with no less than one label for every ten plants of a species.
 - b. Quality: Minimum quality of all plant material shall conform to prevailing published specification of the California Association of Nurserymen and the American Association of Nurserymen’s American Standard for Nursery Stock unless otherwise indicated. Additional specifications shall be indicated on the drawings.
 - c. Variety and size shall be as shown on the plants and shall conform to Sections 10-43 and 35-7 of the Standard Specifications.
 - d. Fertilizer Tablets shall be 21-gram tablets with 20-10-5 NPK ratio, and shall be applied as follows:

Two (2) tablets per one (1) gallon container

- e. Backfill Mix shall be as recommended in the soils nutritional analysis. For purposes of bidding only assume backfill to consist of three parts top soil to one part soil amendment. Soil amendments for planting pits shall be per Item 25.

5. Finish Grading

- a. Contractor shall finish grade all irrigated planting areas unless otherwise noted, and shall remove all rocks and clods over one cubic inch to a depth of one inch below finish grade. All areas shall be smooth and uniformly graded. All erosion damage during construction period shall be repaired by the Contractor.

Payment shall be made at the unit bid price per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in planting shrub – 1 gallon as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 11 - BARK MULCH (3" DEPTH)

This item shall consist of furnishing and installing a 3" deep layer of bark mulch as shown on the drawings in conformance with the applicable paragraphs of Sections 10, 27, and 36 of the Standard Specifications and these Special Provisions.

1. Mulch shall be evenly spread around each tree and shrub planting to a finished depth of three inches (3 at the time of final acceptance by the City. Extent of bark mulch installation around each tree shall be a twelve (12) foot diameter area. Mulch shall be Large Walk-On bark, fibrous in nature, 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 4×10^{-2} cm / second and conform to ASTM D-4491. The landscape fabric shall be secured to the prepared subgrade. Installation of the landscape fabric shall be an eight (8) foot diameter around each tree. 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 only have holes no greater than the root ball diameter of the plant material. 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. No staples or fasteners shall be placed within the shrub or groundcover root ball.

Payment shall be made at the unit bid price per square foot of installed mulch and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in installing a 3" deep layer of bark mulch and installing landscape fabric as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 12 - D.G. PAVING

This item shall consist of furnishing and installing a 4" thick section of Decomposed Granite paving, as shown on the plans.

1. D.G. paving shall be per plans.
2. D.G. paving shall be 3/8" minus in size, golden in color and from a single source.
3. Excavate and compact the subgrade to depths, slopes and widths as shown on the Drawings. Do not over-excavate compacted subgrades of adjacent pavement or structures.
4. Confirm that the subgrade is at the proper elevation and compacted as required. Subgrade elevations slope parallel to the finished grade and/or as shown on the Drawings to provide positive drainage.
5. Set steel landscape header per drawings and in accordance with manufacturer's specifications. Headers shall be set and staked to provide tight, clean lines, both vertically and horizontally. Set top of steel edging to provide positive drainage.
6. Install a non-woven geotextile fabric with 3oz./sy min. weight and 100 g/min/sf min. water flow rate per plans and in accordance with manufacturer's specifications.
7. Install pre-mixed stabilized DG in two, 2" lifts. Compact to 90% with a 350 lb. roller after each lift. Screed to smooth finish grade.
8. Protect adjacent walls, walks and utilities from damage or staining by DG. Any damage to paving or architectural work caused by DG installation shall be repaired by the Contractor at the Contractor's expense.

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

ITEM NO. 13 - METAL HEADER

This item shall consist of furnishing and installing metal header around and containing D.G. paving areas.

1. Metal header shall be per plans.

Payment shall be made 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 completing the metal header as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 14 - FENCE TO RESET

Contractor shall remove and reset the existing chain link fence and modify post and cable fence where shown on the Plans, as directed by the Engineer, and in accordance with Section 13 of the Standard Specifications.

The Contractor shall use existing fence material from the respective property in the resetting of fences. Contractor shall replace any fencing material damaged with new material of equal quality or better.

The reset fences shall be constructed according to (DWG.T-90). Contractor shall store fence in a secure area under good conditions if it's not relocated the same day.

Where fences are removed for resetting, the Contractor has the option of resetting the fence the same day or using a temporary fence to protect the existing property. The property must be protected by fencing at all times. Payment for temporary fencing shall be included in the cost of this item.

The Engineer shall determine the amount and exact limits of fence to be reset in the field. Measurement for payment shall be based upon the actual length of fence reset. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

This item shall also include the cost of the removal of the chain link fence North of Interstate 5 and the cost of the modification of the post and cable fence as shown on the Plans.

Payment shall be at the unit price bid per lineal foot of chain link fence relocated and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in resetting existing chain link fences, removing and modifying fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 15 - INTERPRETIVE SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing the interpretive sign and sign pedestal as shown on the Plans or as directed by the Engineer.

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

The Engineer may make adjustments to the proposed sign location in the field.

Payment shall be made 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 placing the interpretive sign and pedestal as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 16 - BENCH TO PLACE

This item shall consist of furnishing and installing a bench, as shown on the Plans, in conformity with Section 35 of the Standard Specifications and these Special Provisions. This item includes all work shown on the Plans.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in the installation of a bench, as shown on the Plans.

ITEM NO. 17 - LANDSCAPE MAINTENANCE (6 MONTHS)

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Section 35 of the Standard Specifications.

1. Start of Maintenance Period shall conform to Section 35-8 of the Standard Specifications.
2. Watering shall conform to Section 35-9 of the Standard Specifications and these Special Provisions.
3. Plant Replacement shall conform to Section 35-10 of the Standard Specifications.
4. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-11 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be six (6) months and shall begin on the date of the start of the Maintenance Period. Plant establishment and maintenance shall continue until final acceptance of the work.
5. Tree Maintenance: Trees shall be pruned and shaped as directed by the Engineer or Urban Forester.
6. Ongoing weed control: Driplines of newly planted trees as defined by the layer of bark mulch installed around each tree shall be maintained free of weeds conforming to Section 35-6 of the Standard Specifications.
7. Ongoing invasive species control: Remove any seedlings or suckering arising from the removed *Ailanthus altissima* trees within the project area as they may arise, on a monthly basis. Retreat sprouting *Ailanthus altissima* stumps with approved herbicide as required to control new growth.
8. Ongoing maintenance of bark mulch layer. Contractor to install new bark mulch as required to maintain 3" deep layer.
9. Pre-Final Inspection shall conform to section 35-12 of the Standard Specifications and be amended as follows: One (1) week prior to the final inspection at the end of the six (6) month Maintenance Period, the Engineer shall conduct a pre-final inspection.
10. Final Inspection shall conform to Section 35-13 of the Standard Specifications.

If on any weekly basis the Engineer determines the landscape maintenance has not been completed as required in Section 35 of the Standard Specifications, the Engineer at his/her sole discretion may elect not to pay the contractor for that month's maintenance.

Payment shall be made at the unit price bid per month and shall include full compensation for

furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in the plant establishment period as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

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*



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



LABOR COMPLIANCE HANDBOOK 2015

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE

Revised 4-7-15 KW



City of Sacramento

Labor Compliance

Introduction

Contractors who are awarded contracts on City of Sacramento public works projects are subject to State and Federal Laws and regulations governing the payment and reporting of wages, the use of apprentices, and other applicable labor standards provisions. The City of Sacramento monitors prime contractors' and subcontractors' compliance with labor standards by collecting certified payroll records; conducting on-site interviews of works at the construction sites; when appropriate, audits of contractors' records; and engaging in other activities, as necessary, to ensure labor compliance. Labor Compliance officers make preconstruction presentations to inform contractors of their obligations to comply with labor standards provisions.

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

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

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

SB 854 – Important Information for Contractors

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

Essentials of public works contractor registration program:

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

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

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

Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)

Every contract for any construction project, as defined in Section 1782 of the California Labor Code, to be performed within the state at the expense of the city, or paid out of city moneys, whether such work be done directly under contract award, or indirectly by or under subcontract, sub partnership, day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in addition to other provisions required by law, that any person performing labor in the state in execution of such contracts, subcontract, sub partnership, day labor, station labor, piece work or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the city; provided, however, that the foregoing provisions as to payment of the general prevailing rate of wages shall not apply to: (a) contracts for any construction project originally awarded or executed in an amount of twenty-five thousand dollars (**\$25,000.00**) or less; (b) contracts for any **alteration, demolition, repair, or maintenance work** originally awarded or executed in an amount of fifteen thousand dollars (**\$15,000**) or less; (c) materials for which no manufacturing plant exists in the city; or (d) standard materials or commodities carried in stock by dealers or manufacturers generally.

The general prevailing rate of wages shall be the general prevailing rate of wages for the area in which the city is located as determined by the director of the Department of Industrial Relations pursuant to Labor Code Section 1773. Every contract for which the payment of the general prevailing rate of wages is required shall provide that the determination of the director of the Department of Industrial Relations in force at the time the notice to bidders is published with respect to the general prevailing rate of wages in private employment in the city for similar work shall be binding upon the parties any contract awarded as a result of such notice.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at <http://www.dir.ca.gov/>. Frequently asked questions can be found on the following link at: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

Please refer to <http://www.dir.ca.gov/> for general requirements by DIR (Department of Industrial Relations in the State of California).

For additional information about public works requirements, please visit the public works section at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

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

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City of
SACRAMENTO

STATE WAGE DETERMINATION

Website:

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

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

For additional information you may contact:

Division of Labor Statistics and Research (DLSR)

(415) 703-4774

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

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

Issue Date:

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

Single Asterisk* (Good for life of project)

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

* **E f f e c t i v e** until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Double Asterisks (Indicates expiration date & a wage or fringe benefit**

increase) Example: Expiration Date of Determination: June 30, 2009**

** The rate to be paid for work performed after this date has been determined. **If work will extend past this expiration date, the new rate must be paid** and should be incorporated in contracts entered into now. Contact Division of Labor Statistics and Research (415) 703-4774.

FEDERAL WAGE DETERMINATION

Web Site

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

<http://www.wdol.gov>

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the US Department of Labor) to all workers employed in the execution of the contract on federally funded construction projects. *(In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied).*

Applicable Federal Wage Determinations are included in the bid package.

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

Publication Date

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

Good for the Life of the Project

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

On-Site Posting Required

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

Apprentices on Public Work Projects

Summary of Requirements

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

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

Submit contract award information:

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

"Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade that has approved the contractor in the area of the site of the of the public works project." The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. You may use form DAS 140 for this purpose. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

If you are not already approved to train by an Apprenticeship Committee

Contractors not already approved to train apprentices must submit Contract Award Information (DAS 140) to **every** apprenticeship program in the geographic area of the public works project, **for each craft you intend to employ on the project**. You can determine which apprenticeship programs are approved in specific geographic locations by clicking on the following link <http://www.dir.ca.gov/databases/das/pwaddrstart.asp>

The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

Employ registered apprentices:

A contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. Title 8 California Code of Regulations, Section 230.1. for each separate craft at the end of a project. **Please check the DAS Important notices to determine if any exemptions exist for your craft or trade.** <http://www.dir.ca.gov/DAS/PublicWorksForms.htm>

All contractors must request dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required. A DAS 142 form is provided for this purpose. All requests for dispatch must be in writing and sent by first class mail, fax or email.

Contractors who do not receive a sufficient number of apprentices from their initial request, must request dispatch apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project. To determine which apprenticeship programs are approved for your craft or trade in a specific geographic location click the following link <http://www.dir.ca.gov/databases/das/pwaddrstart.asp>

Ratios:

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

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

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

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

Do overtime hours count toward the minimum ratio?

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

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

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

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

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

Make Training Fund Contributions:

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

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

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

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

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

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

Are you exempt?

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

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

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

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

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

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

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

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

What is a registered apprentice?

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

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

This responsibility lies with the contractor and/or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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



EMPLOYMENT OF APPRENTICES

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

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

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

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

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

If using any of the listed crafts you will be required to request an apprentice and play into the apprentice-able craft training program that is applicable.

This list is subject to change

The website to see the latest list of apprenticeable trades is:
<http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

STATE OF CALIFORNIA DEPARTMENT INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS
DISTRICT OFFICE

2424 Arden Way, Suite 160
Sacramento, CA 95825

APPRENTICESHIP COMMITTEES FOR SACRAMENTO COUNTY

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

The screenshot shows the website for the State of California Department of Industrial Relations, specifically the Division of Apprenticeship Standards (DAS). The page title is "Apprenticeship program information - search". It features a search form with two dropdown menus: "Select a county" (set to "All counties") and "Select an occupation" (set to "All occupations"), along with a "Search" button. A "More information" link is located below the search form. On the right side, there is a "Quick Links" section with several links: "Become an apprentice", "Find an apprenticeship program", "Find a registered apprentice", "Train employees through apprenticeship", "Use apprentices on public works projects", "I built it!", "Apprenticeship Council meetings", and "DIR Laws and Regulations". Below that is an "About DAS" section with links for "About Us (Overview of DAS)", "Contact", and "Locations". At the bottom right of the sidebar is a "DAS Home" link. The top navigation bar includes "Home", "Labor Law", "Workplace Safety", "Workers' Comp", "Self Insurance", "Apprenticeship", "Director's Office", and "Boards". A search bar is also present in the top right corner.

(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)



State of California
Department of Industrial Relations

CA.gov | Contact DIR | Press Room

Search bar with "This Site" and "California" options

- Home
- Labor Law
- Cal/OSHA - Safety & Health
- Workers' Comp
- Self Insurance
- Apprenticeship
- Director's Office
- Boards

CAC - Public works training fund contributions

Division of Apprenticeship Standards (DAS)

Training Fund Search

This search function allows awarding agencies, labor and contract compliance organizations, contractors, and other interested parties to view and print a specific contractor's Training Fund contribution paid to the California Apprenticeship Council for the previous 24 months. The payment of the training funds is regulated by California Labor Code 1777.5(m) (1)

Please enter the contractor's license number to begin search.

Input field for contractor's license number

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](#)

ABOUT US

- Who we are
- DIR Divisions, Boards & Commissions
- Contact DIR

WORK CENTER

- Licensing, registrations, certifications & permits
- Notification of actives
- Public Records Act

LEARN MORE

- Site Map
- Frequently Asked Questions
- Jobs at DIR

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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



Labor Compliance Requirements

DATE:
JOB:
PROJECT

Contract Administrator:
Labor Compliance Officer:
Project Manager:
Inspector:
Prime Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1771, LC §1774). Current Prevailing Wage Rates can be accessed at <http://www.dir.ca.gov/h/dlsr/pwd>. NOTE: *The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at <http://www.dir.ca.gov/oprl/main.htm>.*

Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.

Prevailing Wage Requirements

- All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of \$25 per day per worker. *References: Labor Code 1810-1815*
- Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- When required shift differential rates must be paid for classifications which include a shift determination.
- State Prevailing Wage Determinations**
 - * **Single asterisk** indicates that this wage determination can be used for the life of the contract.
 - ****Double asterisk** indicates that this wage determination includes predetermined increases.
- Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.

⇒ The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm> Reference: Labor Code 1773.1

- ❑ Contractors violating prevailing wage requirements are subject to a penalty of up to \$200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. References: Labor Code 1775 and 1742.1

Apprentices

- ❑ All requirements of the State Labor Code, Section 1777.5 apply including the following:
(This is for all contracts, work or task orders executed that are over \$30,000)

⇒ Submit Division of Industrial Relations **form DAS-140**, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. This form must be uploaded into LCPTracker with proof of service included. The form may be downloaded at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm>

Submit Division of Industrial Relations **form DAS-142**- Request for Dispatch of Apprentices (Prime and Sub-Contractors.) This form must be uploaded into LCPTracker with proof of service included. The form may be downloaded at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm> or under the e-Documents tab in LCPTracker.net

⇒ Training fees **MUST** be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. **CAC-2 Form and are due monthly by the 15th.**

Training Fund Contribution Letter -are due monthly by Prime and Sub- Contractors.
(If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)

⇒ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- ❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. The apprentice certificate is to be uploaded into LCPTracker prior to approval. References: Labor Code 1777.5; Contract Provision

- ❑ Complaints or violations regarding apprentice ratios will be referred to DAS. Reference: CCR 16434

Certified Payroll Records

- **Certified Payroll Reports (CPR)** Input into LCPTracker.net and delivered to the DIR as of April 1, 2015. **The CPR's for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California. CPR's are due within ten (10) days of pay period end date.** CPR's shall contain the same information for compliance with LC § 1776. Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.
- **Fringe Benefit Statement: Form 420 (Located on LCPTracker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change. Please breakdown all fringes paid to employee and to what program they are being paid to.** Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.
- **Other Deductions** –Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. A form signed by the employee is uploaded into LCPtracker.net. If the employer does not have a form there is one available in the eDocuments tab on LCPtracker.net

Listing of Subcontractors

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

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or \$10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution. *References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work*
- Subcontracting Request*, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- The **prime contractor** is responsible for work performed and that **all compliance** is met by subcontractors and owner- operators. The Contractor **shall perform with its own organization** and with the assistance of workers under its immediate superintendence, work of a value not less than **twenty percent (20%)** of the value of all work in the contract.
- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. *Reference: Public Contract Code 4110-4111*

List of Subcontractors & Suppliers: Form 300 (Located on LCPTracker.net under edocs)
Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product (s). Form is due within ten (10) days of pre-construction meeting.

Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is appreciated. You must submit a current schedule of values with each pay request and you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full

compliance. Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review. Pursuant to Labor Code Section 1776, the City of Sacramento **will impose penalties of \$100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given)**, even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.

Completion of Project

- **Contractor Notification of Completion: Form 264** must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPTracker.net under the eDocuments tab.

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

Contractor Signature

Title

Date



Start-Up Documents Due Prior to Start of Construction:

1. Certification Statement of Contractor:

- a) If there is any contractor working as an "Independent Contractor", "Owner-Operator", "Sole Proprietor" or "Leased Worker" the certification form must be filled out.
- b) The original is to be submitted prior to, or concurrent with, the first payroll in which the Independent Contractor, Owner-Operator, Sole Proprietor or Leased Worker commences work.

2. Authorization Letter for Signing Certified Payroll

- a) To be signed by **company officer** or **owner** and uploaded into LCPtracker prior to the first Certified Payroll Report.
- b) This document lets the Labor Compliance Department know whom is authorized to sign certify payroll reports and other documents on behalf of the Contractor.

3. FORM 300 List of all Subcontractors and Suppliers:

- a) To be filled out and uploaded within 10 days of the preconstruction meeting and prior to the first Certified Payroll Report.
- b) This document lets the Labor Compliance Department know who will be working on this project. This is checked against initial form that was submitted with bid documents. If there are any changes during the life of the construction projected this form is to be updated and the Labor Compliance Officer is to be made aware of changes.
- c) This form is to be filled out by all Subcontractors and their lower level subs and uploaded into LCPtracker.

4. Checklist of Labor Law Requirements:

- a) To be filled out and signed by the contractor and all sub tier contractors **prior** to start of their work on the construction project. Please check all boxes that apply.

5. Fringe Benefit Statement:

- a) Asterisk or note any form of benefits that are included in the payroll reports should be listed out as an "hourly" rate of pay for each trade used.
- b) If fringe payments are made directly to the employee in lieu of fringes please note "paid in cash" under the applicable fringe payment and breakdown the hourly rate that is paid to the employee in cash.
- c) Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.

6 DAS-140- Public Works Contract Award Information Form:

- a) Contract award information must be sent to your Apprenticeship Committee if you are approved to train apprentices. If you are NOT approved to train apprentices you must send the information to ALL applicable Apprenticeship Committees in your craft or trade in the area of the Public Works Project.
- b) After you have completed the DAS-140 Form mail the original(s) to the appropriate Joint Apprentice Training Committee(s) within (10) days of the date of the execution of the prime contractors subcontract, but in no even later than the first day in which the contractor has workers employed upon the public work (CA Labor Code 1777.5 (e)).
- c) Upload a copy of the form or all forms submitted with proof of deliver to the LCPtracker.net program under the e-Documents Tab. The form of proof can be certified mail or fax confirmation.
- d) All Applicable Joint Apprentice Training Committee (s) may be found at: <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp/>
- e) Templates available for download can be found at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm> or on LCPtracker.net under the e-Documents tab.

7 DAS-7- Agreement to Train Apprentices Form:

- a) **IF Applicable: (Checked box 1 on the DAS 140)**
 - i. Submit your DAS-7 or equivalent certification and upload into LCPtracker.net under the e-Documents tabs and inform the labor compliance person monitoring your project. This form can be submitted with your DAS-140 form.

8 DAS-142 Request for Dispatch of an Apprentice Form:

- a) Send to the Joint Apprentice Training Committees (JATC) in your craft or trade in the geographic area of the Public Works Project to request the dispatch of an apprentice before starting work at the site and as needed throughout the project.
- b) Employment of Apprentices on Public Works project- (a) Contractor(s) shall employ registered apprentice(s), as defined by Chapter 4 (commencing with Section 3070) of Division 3, during the performance of a Public Work Project in accordance with the required (1) hour of work performed by an apprentice for every (5) hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in the Labor Code Section 1777.5 or this subchapter.
- c) Provide a copy of your apprenticeship program's standards if they operate under a different ration then the California Labor Codes & Regulations.
- d) Template available for download can be found at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm>

**REQUIRED
FORMS PRIOR TO
CONSTRUCTION**

Classification Worksheet

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

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

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

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

PLACE ON COMPANY LETTERHEAD

Date: April 25, 2014

INSERT PROJECT OWNER Address

INSERT PRIME SUBCONTRACTOR Address

To whom it may concern:

I, the undersigned, hereby authorize to sign on our behalf in all manners relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by on our behalf shall have the same effect as acts of our own.

This affirm that the signatories identified above have the authority under penalty of perjury to affirm that required forms and certified payroll records are originals or are full, true and correct copies of the original and correctly depict the Trades, Crafts and Classifications of work performed; hours and days worked; and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to public works contract.

This authorization is valid until further written notice from (COMPANY NAME).

Sincerely,

(Company counsel or company officer's signature)

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

SUBCONTRACTORSLIST

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

City of Sacramento
PW-300 Form

SUBCONTRACTORS LIST

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
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
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
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
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

SUPPLIERS LIST

Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount

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)

**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 <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

PENSION

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

CLASSIFICAITON(S) USED/EFFECTIVE DATE		CONTRIBUTIONPERCLASSIFICATION/PERHOUR		
CONTRIBUTIONS:	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

VACATION/HOLIDAY

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

CLASSIFICAITON(S) USED/EFFECTIVE DATE		CONTRIBUTIONPERCLASSIFICATION/PERHOUR		
CONTRIBUTIONS:	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

TRAINING

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

CLASSIFICAITON(S) USED/EFFECTIVE DATE		CONTRIBUTIONPERCLASSIFICATION/PERHOUR		
CONTRIBUTIONS:	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

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

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

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

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

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

OTHER

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

ADMINISTRATOR Address, City, State, Zip _____

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

OTHER

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

ADMINISTRATOR _____ Address, City, State, Zip _____

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

How to Fill out the DAS 140 Correctly:

Process:

If the **total dollar value of a project** exceeds \$30,000, apprentice must be requested. The DAS-140 form is to be forwarded directly to an apprenticeship committee of the contractor's choice, and a copy with verification of proof of submission uploaded into SDCRAA Labor Compliance Departments electronic system; LCP Tracker.

Submit the contract award information in writing to **each** of the apprenticeship program sponsors **in the locality** of your public works project within **10 days** of the prime execution of the contract or subcontract, **but in no event later than the first day in which the contractor has workers employed on the project.**

The DAS140 is simply a "notification of award" and is not automatically a request for dispatch of a registered apprentice.

State regulations state a contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. ***Please follow up with the selected apprenticeship committee to confirm 'Apprentice' to 'Journeyman' ratio, as ratios do vary from trade to trade.***

All contractors must request 'dispatch of an apprentice' from an apprenticeship program (for each apprentice-able craft or trade) by giving the program notice of a minimum of 72 hours (business days only) before the date on which apprentices are required. Contractors who are not already participating in an approved program and who did not receive a sufficient number of apprentices from their initial request, must dispatch apprentices from all other apprenticeship committees within the locality, if more than one exists in the area of the public works project.

What are the differences between box 1, 2, and 3 at the bottom of the DAS 140?

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

SELECTING BOXES:

1. Contractor has a signed "**Agreement to Train Apprentice**" with an affiliated (state certified) apprenticeship committee, the contractor has apprentices **on staff** and has the ability to train apprentices.
 - a. **Must provide a copy of the DAS7 agreement for verification OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.**
2. Contractor is not currently affiliated with a state approved program, is selecting a committee, and requesting apprentice; will be abiding by **committee's** standards.
3. Contractor will contact a committee and request an apprentice, but is not obligating to maintain affiliation w/any-one committee; additionally contractor will not commit to selected program committee standards but will follow **state standards** (most commonly used for out-of-state contractors).
 - a. Per the DAS, this is not the preferred selection; however the State **is not requiring** a contractor to join a program, just ensuring that apprentices are utilized on Public Work Projects.

PUBLIC WORKS CONTRACT AWARD INFORMATION

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

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

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

This is not a request for dispatch of apprentices.

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

Check One Of The Boxes Below

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

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

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

Signature _____ *Date* _____

Typed Name _____

Title _____

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

AGREEMENT TO TRAIN APPRENTICE

District No.

DAS File No.

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By

Printed name

Title Date

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By

Printed name

Title Date

Effective until:

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

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE

[SIGNED] By Date

Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O'Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

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

EFFECTIVE DATE

[SIGNED] By _____ Date _____

Apprenticeship Consultant

REMARKS: _____

MUST be signed by both Committee and DAS prior to submission

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

D. O.	FILE NUMBER

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



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

APPRENTICE AGREEMENT

APPRENTICE LAST NAME, FIRST NAME MIDDLE			SOCIAL SECURITY NUMBER		
APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE & ZIP)			BIRTHDATE (mm/dd/yyyy)		F - VETERAN Yes: <input type="checkbox"/> No: <input type="checkbox"/>
OCCUPATION					O*Net code
TERM OF APPRENTICESHIP		STRAIGHT TIME			
Hours Within Years		Hours per day: 8 Hours per week: 40			

This agreement is between the above named apprentice employed by the below named employer, and

PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having _____ months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about _____, 20____, upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this _____ day of _____, 20____ by _____
DAY MONTH YEAR SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

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

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE TITLE

NAME OF EMPLOYER
ADDRESS

SIGNATURE -- SECRETARY / CHAIR / COORDINATOR DATE

ACCEPTED BY DAS

SIGNATURE -- APPRENTICESHIP CONSULTANT DATE

for unilateral programs only]

This agreement is approved by _____

for the Administrator of Apprenticeship

TO THE APPRENTICE: California Civil Code Sec. 1798.17 requires State agencies which collect personal information to indicate the authority under which the data are requested. If personal information not specifically authorized by law is requested, individuals must be informed that supplying the information is voluntary. It also provides that state agencies may change or modify records at the request of the individual.

Questions C and E below are voluntary. All others are authorized by law, as indicated by the reference in each section. If the authorized questions are not answered, the apprentice agreement cannot be accepted.

The Division hopes, through collection of this data, to improve the apprenticeship program both for those presently enrolled and for future apprentices. Thank you.

CALIFORNIA APPRENTICE QUESTIONNAIRE
(USE INK OR BALLPOINT PEN)

A. Gender
 Male Female
 (Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215)

B. Ethnic or Race Derivation (Check only one)

1 WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.

2 BLACK (Not of Hispanic Origin) -- A person having origins in any of the Black racial groups of Africa.

ASIAN OR PACIFIC ISLANDER -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea and Samoa.

A Asian Asian Indian
 B Asian Bangladeshi
 C Asian Chinese
 D Asian Cambodian
 6 Asian Filipino
 E Asian Hmong
 I Asian Indonesian
 J Asian Japanese
 K Asian Korean
 L Asian Laotian
 M Asian Malaysian
 P Asian Pakistani
 R Asian Sri Lankan
 T Asian Taiwanese
 U Asian Thai
 V Asian Vietnamese
 F Native Hawaiian Fijian
 G Native Hawaiian Guamanian
 H Native Hawaiian Hawaiian
 S Native Hawaiian Samoan
 W Native Hawaiian Tongan

4 AMERICAN INDIAN OR ALASKAN NATIVE -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

7 HISPANIC -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.

(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)

C. Number of Dependents (Do not count yourself)

0 None 4 Four
 1 One 5 Five
 2 Two 6 Six or 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: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax No. _____

Tel. No. _____ Fax No. _____

Project Information:

Contract No. _____

Name _____ of _____ the _____ Project: _____

Address: _____

Dispatch Request Information:

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

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

Name of Person to Report to: _____

Address to Report to: _____

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

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

DAS 142 (Revised 04/14)



Documents Required During the Life of the Construction Project

1. CAC-2- Training Fund Contribution Form:

- a) All Contractors must submit a CAC-2 Form monthly for the prior month's hours.
- b) This form is now available to be filled out on the DIR website. The previous CAC- 2 form is to be disregarded. CAC-2 forms **must** be done electronically. The link is as follow: <https://www.dir.ca.gov/das/tf/cac2.asp>. You must enter all requested information in order to ensure successful submission and processing of your payment. You will need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session that you will upload in to LCPtracker.net and send with your payment when mailed. The address is as follows:

**State of California
Department of Industrial Relations
California Apprenticeship Council
P.O. Box 511283
Los Angeles, CA 90051-7838**

- c) If applicable and fringes are paid directly to an approved JATC or Union Shop please state so and fill out on the Training Fund Contribution Union Contractor form that is provided and available to be downloaded on LCPtracker. Filled out forms are uploaded into LCPtracker.net under the e-Documents tab.

2. Training Fund Contribution Letter Form:

- a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month's hours.
- b) If applicable and fringes are paid directly to an approved Union Shop please submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
- c) If you can't provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a **cancelled** check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: <http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html>. This may also be submitted in lieu of the Training Fund Contribution Letter.

3. Certified Payroll Reports CPR's and/or Non-Performance Reports:

- a) To be submitted by all Contractors working on the project to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
- b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at www.lcptracker.net. 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

To create an account please select the First Time User button above.

<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>



State of California
Department of Industrial Relations

Search bar with "This Site" and "California" dropdown

- Home
- Labor Law
- Cal/OSHA Safety & Health
- Workers' Comp
- Self Insurance
- Apprenticeship
- Director's Office
- Boards

CAC - Training Fund Contributions

You must enter all requested information in order to ensure successful submission and processing of your payment.

Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

You must use the **BUTTON ON** the bottom of the page to submit for an invoice coupon.

TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY. USE THE TAB KEY INSTEAD.

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment.

Training Fund Contributions Form CAC2

Date:

CLEAR FORM

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

* Name of the submitting party:	* Submitter's Title:	* Submitter's Email:	* Submitter's Phone: e.g., (999) 999-9999

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up | Down VARROW 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:



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

AUTHORIZATION FOR PAYROLL DEDUCTION

Project Name:
Project Number:
Employee Name:

- 1) Reason for Deduction:
Percentage/Amount of Deduction: % OR \$\$ Start Date
Frequency of Deduction:
Termination Date:
- 2) Reason for Deduction:
Percentage/Amount of Deduction: % OR \$\$ Start Date
Frequency of Deduction:
Termination Date:
- 3) Reason for Deduction:
Percentage/Amount of Deduction: % OR \$\$ Start Date
Frequency of Deduction:
Termination Date:
- 4) Reason for Deduction:
Percentage/Amount of Deduction: % OR \$\$ Start Date
Frequency of Deduction:
Termination Date:
- 5) Reason for Deduction:
Percentage/Amount of Deduction: % OR \$\$ Start Date
Frequency of Deduction:
Termination Date:
- 6) Reason for Deduction:
Percentage/Amount of Deduction: % OR \$\$ Start Date
Frequency of Deduction:
Termination Date:

Use additional copies of this form if necessary.

I authorize (Employer):
to process the deductions from my payroll as noted above.

Employee Signature: _____ Date Signed: _____

Instructions:

- 1) Submit into LCPtracker
- 2) Keep signed originals



Contractors Certificate of Completion - Form 264

To be completed by the Prime Contractor at time of completion.

Project Name & Number	
Contractor Name	

I, _____ (Name), _____ (Title) of _____
_____ (Company Name), declare under penalty of perjury that:

I know of my personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the City, shall operate as a bar to claim against the Contractor under the terms of the guarantee provision of the contract documents.

Executed this _____ day of _____, 20____, at _____, California.

Signature

Title

Date



Checklist of Documents Required for Labor Compliance on LCPtracker.net

- ✓ **PW300** - This is due within 10 days of person meeting and needs to be uploaded. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report and must be signed.
- ✓ **Checklist of Labor Law Requirements** - prime due this on or before person meeting, subs need to have this finished within 10 days of person meeting. All boxes must be checked and it must be signed.
- ✓ **Fringe Benefit Statement** - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.
- ✓ **DAS140** - due prior to commencing work on a project (one for each determination)
- ✓ **DAS142** - due 72 hours prior to the report date on a project (one for each determination)
- ✓ **CAC2** - due monthly- one for each determination [redacted] 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** - [redacted] Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.
- ✓ **CPR's**- Certified payroll is due within 10 days of pay period end date

LCPtracker.net phone support is available at (714) 669-0052 Option 4; if they do not pick up please leave a message and they will get back to you. All calls are logged in with a date and time, but if you don't leave a message you will not get a phone call back. **E-mail support is available at support@lcptracker.com.** To assist those at support please include your User ID, a direct call back number, contact name and a brief description of the issue you are facing.

All forms are available under the e-Documents tab on LCPtracker. It is best practice to use the forms that have been provided to you under that e-docs tab to increase efficiency in processing pay request and remain compliant.



Helpful Links and Contact Information:

1. Department Of Industrial Relations (DIR):

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

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

2. Division of Labor Standards Enforcement (DLSE):

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

3. Division of Apprenticeship Standards (DAS):

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

Apprentice Certification:

Web-Link: <http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp>

CAC Public Works Training Fund Contributions:

Web-Link: <http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html>

4. California General Prevailing Wage Determination:

Web-Link: [http://www.dir.ca.gov/OPRL/pwd/\(Journeymen\)](http://www.dir.ca.gov/OPRL/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

THINGSTOREMEMBER:

Labor Compliance Forms due Prior to Work Beginning (Prime and all Sub Tier Contractors)

- 1) **Authorized Letter for Signing Certified Payroll** (Original signature required)
- 2) **List of Trades and/or Crafts**
- 3) **PW-300- List of all sub-contractors and suppliers.** (This **must be** updated if changes occur and **all contractors** listed must have a **DIR registration number** prior to commencing work on the project.
- 4) **Checklist of Labor Law Requirements-** (All boxes checked and signed)
- 5) **Public Works Contract Award Information (DAS 140)** (With verified proof of service)
- 6) **Request for Dispatch of an Apprentice (DAS 142)** (With verified proof of service)
- 7) **Fringe Benefit Statement Form-**(For Each Determination)
(Due before first Certified Payroll and then only when a change occurs)
- 8) **Authorization for Payroll Deduction** (Original signature required)
(Deductions other than standard deductions must be authorized by the employee)

Labor Compliance Forms Due Weekly:

- **Certified Payroll Form** (LCP Tracker Electronic Payroll and upload of payroll to DIR website)
 - **Statement of Compliance** (LCP Tracker Electronic Payroll)
 - **Statement of Non-Performance** (Due when work is not performed once on job- site)
- ✓ Work over 8 hours in a day or 40 hours in a week must be paid at the overtime rate. Refer to wage determination that is provided by the DIR for the applicable rate.
- ✓ Certified payroll records must be numbered **consecutively**, starting with **the first week work is physically performed on site**
- ✓ Last certified payroll must be marked "**FINAL**".

Training Fund Contribution forms are due **monthly** beginning immediately after work has been performed on site.



Single Asterisk (*):

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.



Double Asterisks ():**

The rate to be paid for work performed after this date has been determined. If work will extend past this date the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703- 4774.



Employee Interviews on job site:

Interviews are done to obtain information to verify correct wages are being recorded on the certified payrolls for the given craft/classification and to ensure contract compliance.