

**Meeting Date:** 8/30/2016

**Report Type:** Consent

**Report ID:** 2016-00841

**Title: Contract: Combined Wastewater Treatment Plant (CWTP) Perimeter Fence Project**

**Location:** District 5

**Recommendation:** Pass a Resolution 1) approving the contract plans and specifications for the CWTP Perimeter Fence project; 2) awarding the contract to Golden Bay Fence & Iron Works for an amount not-to-exceed \$322,614; and 3) transferring \$344,673 from the Combined Sewer System Capital Program to the Combined Wastewater Treatment Plant Program.

**Contact:** Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413; Stu Williams, Project Manager, (916) 808-1410, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** CIP Engineering

**Dept ID:**

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Contract

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### **City Attorney Review**

Approved as to Form  
Joe Robinson  
8/24/2016 10:08:02 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 8/9/2016 5:19:22 PM

## Description/Analysis

**Issue Detail:** Staff recommends Council award a construction contract to Golden Bay Fence & Iron Works to reconstruct the Combined Wastewater Treatment Plant (CWTP) Perimeter Fence. The existing 6' foot tall fence does not meet Department of Utilities (DOU) adopted security standards for facility fencing, and the CWTP campus has experienced several recent break-ins through the existing fence.

**Policy Considerations:** This action is in conformance with City Code Chapter 3.60 Articles I and III, which provide that Council may award competitively bid contracts to the lowest responsible bidder. Reconstructing the fence is consistent with the Security and Emergency Preparedness Program for Department-maintained facilities, approved by Council on June 18, 2013, by Resolution No. 2013-0202.

**Economic Impacts:** This project is expected to create 1.3 total jobs (0.7 direct jobs and 0.6 jobs through indirect and induced activities) and create \$199,193 in total economic output (\$125,553 of direct output and another \$73,640 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 in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City nor CSER shall be held responsible for consequences resulting from such differences.

**Environmental Considerations:** The Community Development Department, Environmental Planning Services Division reviewed the proposed project and determined that it is exempt from review under the California Environmental Quality Act (CEQA) under Section 15302 of the CEQA Guidelines. The project consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, and thus will not result in a significant environmental impact.

**Sustainability:** The project is consistent with the City's Sustainability Master Plan and sustainability targets as it will improve service and reliability of the CWTP facility, and it will further protect public and DOU employee health and safety.

**Commission/Committee Action:** Not Applicable.

**Rationale for Recommendation:** The project was formally advertised and bids were opened by the City Clerk on July 27, 2016. Four bids were received, as follows:

Contractors	Bid Amount
Golden Bay Fence & Iron	\$322,614
Crusader Fence	\$401,770
Roebblen Contracting	\$460,928
Harris Steel Fence	\$558,775

The engineer's estimate was \$370,000. Golden Bay Fence & Iron Works is the lowest responsive and responsible bidder.

**Financial Considerations:** The total estimated project cost including design, inspection, and construction is \$400,000. Staff estimates an additional \$344,673 is needed to complete the CWTP Rehab and Replacement Program project, and recommends the following budget transfer:

Name	Project No.	Fund No.	Amount (USD)
Combined Sewer System Capital Program	X14010000	6006	(\$344,673)
CWTP Rehab/Rep Program	X14131200	6006	\$344,673

**Local Business Enterprise (LBE):** Golden Bay Fence & Iron Works meets the City's LBE participation requirement.

## Background

As part of a strategic planning process, the Department of Utilities (DOU) has made security and emergency preparedness a top priority and has used internal resources and retained consultants to evaluate DOU's needs and establish a security and emergency preparedness program consistent with industry-best practices.

A high-level review of DOU facilities resulted in several recommended actions related to facilities and employee security, including upgrading or replacing security fencing and access gates at nearly all facilities. DOU has adopted 8-foot tall perimeter fencing as the standard for new fence installations.

The Combined Wastewater Treatment Plant (CWTP) is a critical DOU facility for storing and treating combined sewage system (CSS) flows during storm events. Potentially hazardous chemicals used in the treatment process are stored onsite year-round. When not treating CSS flows, the treatment basins are empty and uncovered, with potential fall heights of 10 feet or more. Buildings on the CWTP campus house laboratory and machine shop equipment and spare parts used for year-round maintenance. Also, DOU's fiscal/engineering/and management offices are located on the same campus. This facility is not a publicly accessible space, and it is potentially dangerous to intruders, nearby residents, and City employees if vandals maliciously open valves, fall into empty basins, or damage facilities.

Unfortunately, the CWTP campus has recently had a string of break-ins through the perimeter fence. Equipment has been damaged and stolen. In accordance with DOU's security needs and the security masterplan, contract documents were prepared and the project was publicly bid to change out the existing 6-foot tall perimeter fence with the new 8-foot tall standard.

**RESOLUTION NO. 2016-**

Adopted by the Sacramento City Council

**CONTRACT AWARD FOR COMBINED WASTEWATER  
TREATMENT PLANT PERIMETER FENCE PROJECT**

**BACKGROUND**

- A. The Department of Utilities developed plans and specifications for the Combined Wastewater Treatment Plant Perimeter Fence project, to replace the existing 6-foot tall perimeter fence at the Combined Wastewater Treatment Plant with a new 8-foot tall fence.
- B. The project was formally advertised and bids were opened on July 27, 2016. Golden Bay Fence & Iron is the lowest responsive and responsible bidder.
- C. To award the contract and complete the project, staff proposes transferring funding in the amount of \$344,673 from the Combined Sewer System Capital Program (X14010000, Fund 6006) to the Combined Wastewater Treatment Plant Rehab/Rep Program (X14131200, Fund 6006).

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

Section 1. The contract plans and specifications for the Combined Wastewater Treatment Plant Perimeter Fence project are approved.

Section 2. The contract is awarded to Golden Bay Fence & Iron in an amount not-to-exceed \$322,614.

Section 3. The following budget transfer is approved:

Project Name	Project No.	Fund	Amount
Combined Sewer System Capital Program	X14010000	6006	(\$344,673)
CWTP Rehab/Rep Program	X14131200	6006	\$344,673

ENGINEERING SERVICES DIVISION

CONTRACT DOCUMENTS  
FOR THE  
**CWTP FENCE PROJECT**

PN: X14131203

B17141321005

Engineer's Estimate: \$370,000

**Non-Mandatory Pre-Bid Site Visit:** Monday, July 11<sup>th</sup>, 2016 starting @ 1:30 PM  
Location: Dept. of Utilities, Engineering Services, 1395 35<sup>th</sup> Ave., Sacramento 95822

For Pre-Bid Information Call:

Stu Williams  
Senior Engineer  
(916) 808-1410

Plans and Specs are in one Document

Bids to be received before 2:00 PM  
**July 27, 2016**  
City Hall, Office of the City Clerk  
915 I Street, 5<sup>th</sup> Floor, Public Counter  
Sacramento, CA 95814

**LBE PROGRAM PARTICIPATION**

This project has a required minimum LBE participation level of 5.0 percent. For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please visit the City of Sacramento's web site at:

<http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

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# CWTP FENCE PROJECT

## TABLE OF CONTENTS

<b>NOTICE TO CONTRACTORS</b> .....	Pages 1 - 2
<b>FACT SHEET: New Public Works Contractors Registration Law [SB 854]</b> .....	Pages 1 - 3
<b>LBE INFORMATION</b> .....	Page 1 of 1
<b>PROPOSAL FORMS</b> (To be submitted by all Bidders as the Bid Package)	
Sealed Proposal.....	Pages 1 - 2
Bid Proposal Guarantee.....	Page 1 of 1
Subcontractor and LBE Participation Verification.....	Page 1 of 1
Drug-Free Workplace Policy and Affidavit.....	Page 1 of 1
Minimum Qualifications Questionnaire .....	Pages 1 - 4
Requirements of the Non-Discrimination in Employee Benefits Code .....	Pages 1 - 2
Attachment A, Equal Benefits Compliance Declaration.....	Pages 1 - 2
Attachment B, Equal Benefits Employee Notification .....	Page 1 of 1
Attachment C, Equal Benefits Posting Notice .....	Page 1 of 1
LBE Requirements (City Contracts without Federal Funds).....	Page 1 of 4
<b>CONTRACT FORMS</b> (Only for successful Bidder)	
Worker's Compensation Insurance Certification.....	Page 1 of 1
Agreement .....	Pages 1 – 12
Performance Bond .....	Page 1 of 1
Payment Bond .....	Page 1 of 1
California Labor Code Relating to Apprentices .....	Page 1 of 1
Federal tax form W-9 (Request for ID No.).....	Page 1 of 1
CA tax form 590.....	Page 1 of 1
CA tax form 587 .....	Page 1 of 1
Green Contracting Survey (Voluntary).....	Pages 1 – 3
Construction and Demolition (C&D) Debris Recycling Requirements.....	Pages 1 – 2
C&D Waste Management Plan (Attachment #1) .....	Pages 1 – 2
C&D Debris Haulers & Facilities (Attachment #2) .....	Page 1 of 1
C&D Debris Waste Log (Attachment #3).....	Page 1 of 1
<b><u>TECHNICAL SPECIFICATIONS</u></b>	
<b>DIVISION 1 - GENERAL REQUIREMENTS</b>	
01105 GENERAL INFORMATION AND REQUIREMENTS .....	01105-1 thru 6
01310 PROJECT MEETINGS .....	01310-1 thru 2
01770 CONTRACT CLOSEOUT .....	01770-1 thru 1
<b>DIVISION 2 - SITE CONSTRUCTION</b>	
02210 CLEARING AND DEMOLITION .....	02210-1 thru 1
02820 FENCES AND GATES.....	02820-1 thru 6
<b><u>PLANS</u></b> 3 PROJECT DRAWINGS	
<b><u>APPENDIX A</u></b> PHOTOS (2 Pages)	

# NOTICE TO CONTRACTORS

## CITY OF SACRAMENTO

Sealed Bids will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, City Hall, located at 915 I Street, 5th Floor, Public Counter, up to the hour of 2:00 p.m. on July 27, 2016. Proposals will then be opened and read as soon thereafter as business allows, in the 2nd Floor Historic City Hall Council Chambers for:

### **CWTP FENCE PROJECT (PN: X14131203) (B17141321005)**

Construction includes sitework preparation and new 8 foot tall chain link and ornamental iron security fencing along the CWTP perimeter. The project requires at least 5.0 percent participation by Local Business Enterprise (LBE) firms.

Contract Documents are available for download from PlanetBids via the following website address:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

**On Monday, July 11th, a non-mandatory pre-bid site visit** will start at 1:30 PM at the Dept. of Utilities Engineering Services Bldg (1395 35<sup>th</sup> Ave., Sacramento CA 95822). City staff will be available for questions and to lead a job walk for interested potential bidders. It will depend upon interest and the number of questions received, but the anticipated duration is no more than one hour.

Signed proposals shall be submitted on the contract document proposal form in a sealed envelope marked:

### **PROPOSAL FOR CWTP FENCE PROJECT (PN: X14131203) (B17141321005)**

Proposals received and work performed thereunder shall comply with the requirements of Chapter 3.60 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum the Bid Proposal. The City reserves the right to reject proposals or to waive any error or omission in any Bid Proposal received.

The contractor and all 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 and available to any interested party upon request.

The City of Sacramento has a Labor Compliance Program, and **electronic submission of Labor Compliance Reports is required**. The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically in the manner prescribed by the City of Sacramento. Each contractor and subcontractor shall receive a unique Log-On identification and password to access the City's reporting system. Use of the City's system may entail additional contractor time for data entry of weekly payroll information including employee identification, labor classification, total hours worked, hours worked on this project, and wage and benefit rates paid, etc. All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

### **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.

## NOTICE TO CONTRACTORS

This contract is subject to compliance monitoring and enforcement by the DIR. Per California Labor Code Section 1771.4 (enacted by SB 854), the contractor and all subcontractors shall furnish electronic payroll records directly to the Labor Commissioner (in addition to submittals made to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is included in the Contract Documents following this Notice solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligations 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. The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices.

Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this Notice to Contractors shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified 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. 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, (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, 5<sup>th</sup> Floor, Sacramento, CA 95814.

Contact information for the City's manager of this project is:

Stu Williams, Department of Utilities, Engineering & Water Resource Division  
1395 35<sup>th</sup> Avenue, Sacramento, CA 95822  
Phone: (916) 808-1410 / Fax: (916) 808-1497/E-mail: [SSWilliams@cityofsacramento.org](mailto:SSWilliams@cityofsacramento.org)

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# 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.

## LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact City Procurement, or visit the City of Sacramento's web site at:

<http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

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THE FOLLOWING DOCUMENTS  
ARE TO BE COMPLETED AND  
SUBMITTED WITH THE BID PACKAGE

**Contractor Name:** Golden Bay Fence Plus Iron Works, Inc.  
(Please print)

**BID PROPOSAL**

TO THE HONORABLE CITY COUNCIL  
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes and agrees to furnish all required labor, material, supervision, transportation, equipment, services, taxes, and incidentals for the project named

**CWTP FENCE PROJECT  
(PN: X14131203) (B17141321005)**

in the City and County of Sacramento, California.

The work is to be performed in strict conformity with the Plans, the City of Sacramento Standard Specifications for Public Construction, and these Contract Documents, all as on file in the Office of the City Clerk, for the following sum:

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Site Preparation	1	LS	\$ 47,684.00	\$ 47,684.00
2	Ornamental Iron Fence	590	LF	\$ 112.90	\$ 66,611.00
3	Chain Link Fence (existing posts)	3,200	LF	\$ 39.50	\$ 126,400.00
4	Chain Link Fence (new posts)	120	LF	\$ 70.55	\$ 8,466.00
5	35 <sup>th</sup> Ave. Sliding Gate Modification	1	LS	\$ 7,942.00	\$ 7,942.00
6	SLP Sliding Gate Modification	1	LS	\$ 30,267.00	\$ 30,267.00
7	Ornamental Iron Man Gate (6' wide)	1	EA	\$ 5,270.00	\$ 5,270.00
8	Chain Link Man Gate (6' wide)	1	EA	\$ 1,634.00	\$ 1,634.00
9	Double Leaf Chain Link Gate (10' wide, new posts)	1	EA	\$ 1,959.00	\$ 1,959.00
10	Double Leaf Chain Link Gate (12' wide)	1	EA	\$ 2,079.00	\$ 2,079.00
11	Double Leaf Chain Link Gate (20' wide)	1	EA	\$ 2,199.00	\$ 2,199.00
12	Replace damaged Line and Pull Posts	15	EA	\$ 1,021.00	\$ 15,315.00
13	Replacement Barbed Wire Outriggers	200	EA	\$ 8.20	\$ 1,640.00
14	New Top Rail	1,430	LF	\$ 3.60	\$ 5,148.00

TOTAL BID: \$ 322,614.00

In determining the amount bid by each bidder, City shall 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 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 sum of individual unit prices shall prevail over the total bid amount.

It is understood that this bid is based upon completion of the work within a period of **fifty (50) working days** commencing on the date specified in the Notice to Proceed. The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **seven hundred dollars (\$700.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. City reserves the right to reject any and all bids and to waive any error or omission in any Proposal received.

The undersigned agrees to execute the Agreement and to provide City with the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after receipt of the City's notice that the undersigned will be recommended for Contract award. The undersigned further agrees to begin work within fifteen (15) days after the City's Notice to Proceed is issued.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work. The undersigned has carefully checked all of the above 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.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ 32,261.40 not less than ten (10) percent of total amount bid.

CERTIFIED CHECK

MONEY ORDER

CASHIERS'S CHECK

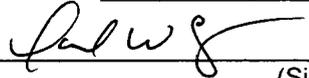
BID BOND

<b>FOR CITY USE ONLY</b>	
<b>TYPE OF DEPOSIT</b>	
<input checked="" type="checkbox"/>	Bid Bond
<input type="checkbox"/>	Cashier/Certified Check
<input type="checkbox"/>	Other _____
Reviewer's Initials: <u>ga</u>	

Mark which, if any addendum have been issued and received: 1 #1; \_\_\_ #2; \_\_\_ #3; \_\_\_ #4; \_\_\_ #5.

Under penalty of perjury, I certify that the Taxpayer ID Number and all other information provided here are correct.

CONTRACTOR: Golden Bay Fence Plus Iron Works, Inc.

By:  Paul W. Chavez  
(Signature)

Title: President

Address: 4104 S. B. Street  
Physical Address ONLY. No PO Box

Stockton CA 95206  
City STATE ZIP Code

Telephone No.: (209) 944-9754

Fax No.: (209) 944-5812

Email: acrivello@goldenbayfence.com

Federal Tax ID # or Social Security #: 94-3166951

DIR Registration #: 1000000720

Contractor's License No. 664905, Classification A,B,C10,C13,C23, Expiration date 2/28/2017 is held by the bidder.

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

<b>Prime Contractor Name:</b>	Golden Bay Fence Plus Iron Works, Inc.
<b>Prime Contractor Address:</b>	4104 S. B. Street Stockton CA 95206
<b>(REQUIRED) Prime Contractor DIR Registration #:</b>	1000000720

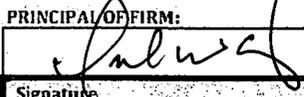
<b>Date:</b>	7/27/16
<b>Bid Amount:</b>	\$ 322,614.00
<b>Is Prime LBE?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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
Blackrock	983137	20 LIGHT SKY CT., STE. B	SACRAMENTO, CA 95828	Josh Westphal	916-383-1093	100013258	Yes No	Raise Pillars 8"	\$ 4,350.00
Capitol Steel	Supplier	6331 Power Inn Rd Ste B.	Sacramento CA 95824	Rick Marrs	916-383-3368		Yes No	Supplies	\$ 56,351.37
							Yes No		\$

**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:**

		
<b>Signature</b>	<b>Title</b> President	<b>Date</b> 07/27/16

Form Revised  
3/9/15



## 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.

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

**All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years**

**The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.**

**NOTE: For Questions 6 thru 8, and Questions 10 thru 14, 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 these questions.**

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:  
A, B, C10, C13, C23 02/28/2017
  
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at any time in the last five years?  
 Yes  No
  
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?  
 Yes  No
  
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?  
 Yes  No
  
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?  
 Yes  No
  
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?  
 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?  
 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?  
 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?  
 Yes  No

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?

Yes                       No

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?

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?

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?

Yes                       No

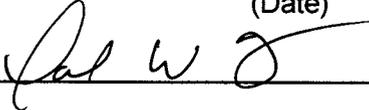
14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

Yes                       No

**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 Stockton, on 07/27/2016.  
(Location) (Date)

Signature: 

Print name: Paul W. Chavez

Title: President

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

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## REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

### INTRODUCTION

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

### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

### DEFINITIONS

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

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

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

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

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

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

### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

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

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (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 directly 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.”

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Attachment A  
**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Golden Bay Fence Plus Iron Works, Inc.

Name of Contractor

4104 S. B. Street, Stockton CA 95206

Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") 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, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

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

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
  - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits, the time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining 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.

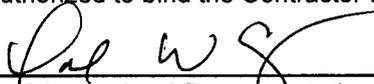
Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one 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 Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

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

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

  
 \_\_\_\_\_  
 Signature of Authorized Representative

Paul W. Chavez  
 \_\_\_\_\_  
 Print Name

President  
 \_\_\_\_\_  
 Title

07/27/2016  
 \_\_\_\_\_  
 Date

\*\*\*\*\*



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
- 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

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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
- 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.

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

**I. LBE PARTICIPATION REQUIREMENT**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a **minimum 5% participation level for LBEs on certain contracts of \$100,000 or more as illustrated below.**

**When Does the LBE Program Apply?**

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

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

**II. LBE QUALIFICATION**

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

- 1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and

2. Having either :

- a. a principal business office or workspace; or
- b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
  - Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
  2. The listed LBE becomes bankrupt or insolvent.
  3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
  4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
  5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

KNOW ALL MEN BY THESE PRESENTS,

That we, Golden Bay Fence Plus Iron Works, Inc,  
as Principal, and Merchants Bonding Company Mutual

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned proposal to the City, for which Proposals are to be opened by the Office of the City Clerk in the Historic City Hall Hearing Room, 2<sup>nd</sup> Floor, 915 I Street, Sacramento, California, on **July 27, 2016**, for the Work specifically described as follows:

**CWTP FENCE PROJECT**  
(PN: X14131203) (B17141321005)

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

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

IN WITNESS THEREOF, We have hereunto set our hands and seal this 12th day of July, 2016.

Golden Bay Fence Plus Iron Works, Inc.  
PRINCIPAL Seal  
By: [Signature]  
President  
Title

Merchants Bonding Company Mutual  
SURETY Seal  
By: [Signature]  
Peter D. Holley, Attorney-in-Fact  
Title  
Integro Insurance Brokers  
Agent Name and Address  
2300 Contra Costa Blvd. #375 Pleasant Hill, CA 94523  
925-852-0428  
Agent Phone # 800 678-8171  
Surety Phone #  
OE77964  
California License #

**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 Contra Costa )

On July 12, 2016 before me, Misty Rose Hemje, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Peter D. Holley  
*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 Misty Rose Hemje  
*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: \_\_\_\_\_

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Peter D Holley; Robin L Amstutz

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIFTEEN MILLION (\$15,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

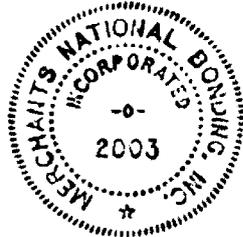
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of April, 2016.



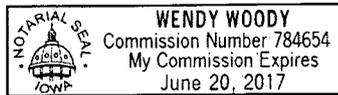
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 20th day of April, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of July, 2016.



*William Warner Jr.*  
Secretary

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of San Joaquin

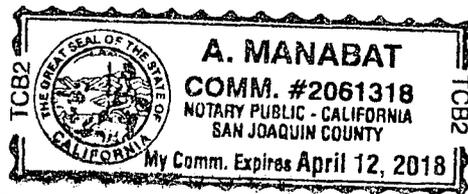
On July 25, 2016 before me, A. Manabat (notary public)

personally appeared Paul W. Chavez

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 [Handwritten Signature] (seal)

**Contractor Name:** \_\_\_\_\_  
 (Please print)

**BID PROPOSAL**

TO THE HONORABLE CITY COUNCIL  
 SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes and agrees to furnish all required labor, material, supervision, transportation, equipment, services, taxes, and incidentals for the project named

**CWTP FENCE PROJECT  
 (PN: X14131203) (B17141321005)**

in the City and County of Sacramento, California.

The work is to be performed in strict conformity with the Plans, the City of Sacramento Standard Specifications for Public Construction, and these Contract Documents, all as on file in the Office of the City Clerk, for the following sum:

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Site Preparation	1	LS	\$ _____	\$ _____
2	Ornamental Iron Fence	590	LF	\$ _____	\$ _____
3	Chain Link Fence (existing posts)	3,200	LF	\$ _____	\$ _____
4	Chain Link Fence (new posts)	120	LF	\$ _____	\$ _____
5	35 <sup>th</sup> Ave. Sliding Gate Modification	1	LS	\$ _____	\$ _____
6	SLP Sliding Gate Modification	1	LS	\$ _____	\$ _____
7	Ornamental Iron Man Gate (6' wide)	1	EA	\$ _____	\$ _____
8	Chain Link Man Gate (6' wide)	1	EA	\$ _____	\$ _____
9	Double Leaf Chain Link Gate (10' wide, new posts)	1	EA	\$ _____	\$ _____
10	Double Leaf Chain Link Gate (12' wide)	1	EA	\$ _____	\$ _____
11	Double Leaf Chain Link Gate (20' wide)	1	EA	\$ _____	\$ _____
12	Replace damaged Line and Pull Posts	15	EA	\$ _____	\$ _____
13	Replacement Barbed Wire Outriggers	200	EA	\$ _____	\$ _____
14	New Top Rail	1,430	LF	\$ _____	\$ _____

TOTAL BID: \$ \_\_\_\_\_

In determining the amount bid by each bidder, City shall 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 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 sum of individual unit prices shall prevail over the total bid amount.

It is understood that this bid is based upon completion of the work within a period of **fifty (50) working days** commencing on the date specified in the Notice to Proceed. The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **seven hundred dollars (\$700.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. City reserves the right to reject any and all bids and to waive any error or omission in any Proposal received.

The undersigned agrees to execute the Agreement and to provide City with the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after receipt of the City's notice that the undersigned will be recommended for Contract award. The undersigned further agrees to begin work within fifteen (15) days after the City's Notice to Proceed is issued.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work. The undersigned has carefully checked all of the above 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.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ \_\_\_\_\_ not less than ten (10) percent of total amount bid.

\_\_\_ CERTIFIED CHECK

\_\_\_ MONEY ORDER

\_\_\_ CASHIERS'S CHECK

\_\_\_ BID BOND

<b><u>FOR CITY USE ONLY</u></b>
<b>TYPE OF DEPOSIT</b>
<input type="checkbox"/> Bid Bond
<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other _____
Reviewer's Initials: _____

Mark which, if any addendum have been issued and received: \_\_\_ #1; \_\_\_ #2; \_\_\_ #3; \_\_\_ #4; \_\_\_ #5.

Under penalty of perjury, I certify that the Taxpayer ID Number and all other information provided here are correct.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Physical Address ONLY. No PO Box

City STATE ZIIP Code

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax ID # or Social Security #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_, Classification \_\_\_\_\_, Expiration date \_\_\_\_\_ is held by the bidder.

\*\*\*\*\*

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_

as Principal, and \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned proposal to the City, for which Proposals are to be opened by the Office of the City Clerk in the Historic City Hall Hearing Room, 2<sup>nd</sup> Floor, 915 I Street, Sacramento, California, on **July 27, 2016**, for the Work specifically described as follows:

**CWTP FENCE PROJECT**  
(PN: X14131203) (B17141321005)

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

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

IN WITNESS THEREOF, We have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
PRINCIPAL Seal

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY Seal

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agent Name and Address

\_\_\_\_\_  
Agent Phone #

\_\_\_\_\_  
Surety Phone #

\_\_\_\_\_  
California License #

*City of*  
**SACRAMENTO**

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

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

<b>Prime Contractor Name</b>		<b>Date</b>	
<b>Prime Contractor Address</b>		<b>Bid Amount</b>	\$
<b>(REQUIRED) Prime Contractor DIR Registration #</b>		<b>Is Prime LBE?</b>	Yes No

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes		\$
Address		No		
City, State, Zip				
Contact Person				
Phone				
Business Name		LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes		\$
Address		No		
City, State, Zip				
Contact Person				
Phone				
Business Name		LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		Yes		\$
Address		No		
City, State, Zip				
Contact Person				
Phone				

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

**PRINCIPAL OF FIRM:**

<b>Signature</b>	<b>Title</b>	<b>Date</b>

*Form Revised  
3/9/15*

# DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID 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 contract 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 contract, 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 contract 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 work 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 CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

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

CONTRACTOR'S NAME: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Title

**Effects of violations:** a. Suspension of payments under this contract. b. Suspension or termination of the contract. c. Suspension or debarment of the contractor from receiving any contract 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.

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

**All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years**

**The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.**

**NOTE: For Questions 6 thru 8, and Questions 10 thru 14, 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 these questions.**

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:  
\_\_\_\_\_
  
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at any time in the last five years?  
 Yes                       No
  
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?  
 Yes                       No
  
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?  
 Yes                       No
  
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?  
 Yes                       No
  
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?  
 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?  
 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?  
 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?  
 Yes                       No

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?

Yes  No

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?

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?

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?

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?

Yes  No

**VERIFICATION AND SIGNATURE**

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

Signed at \_\_\_\_\_, on \_\_\_\_\_.  
(Location) (Date)

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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# REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

## INTRODUCTION

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

## APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

## DEFINITIONS

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

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

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

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

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

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

## **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

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

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (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 directly 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.”

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Attachment A  
**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

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Name of Contractor

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Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") 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, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

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

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
  - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits, the time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining 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.

- 5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one 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 Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

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

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*\*\*\*\*



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
- 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

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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
- 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.

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# 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.

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

## WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he/she will comply with such provisions before commencing the performance of the work on this contract.

Golden Bay Fence Plus Ironworks Inc.  
Bidder

By: \_\_\_\_\_

Title: President

Address: 4104 S. B St

Stockton, CA 95206

Date: 08/17/16

### PLEASE READ CAREFULLY BEFORE SIGNING

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

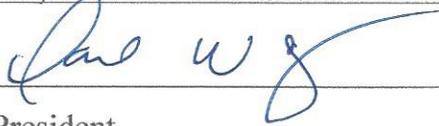
1. An individual using a firm name, sign: "John Doe, and individual doing business as Blank Company".
2. An individual doing business under his own name, sign: Your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, Co-Partner".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

## WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he/she will comply with such provisions before commencing the performance of the work on this contract.

Golden Bay Fence Plus Ironworks Inc.  
Bidder

By: 

Title: President

Address: 4104 S. B St

Stockton, CA 95206

Date: 08/17/16

### PLEASE READ CAREFULLY BEFORE SIGNING

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

1. An individual using a firm name, sign: "John Doe, and 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)

**AGREEMENT**  
**(Construction Contract Over \$25,000)**

THIS AGREEMENT, dated for identification \_\_\_\_\_, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation (“City”), and \_\_\_\_\_ (“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:

CWTP FENCE PROJECT (PN: X14131203)

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 **50 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 **seven hundred dollars (\$700.00)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion

of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

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

#### 16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

#### 17. CONTRACTOR SHALL ASSUME RISKS

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

#### 18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

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

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

CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

## 20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

## 21. EXCUSABLE DELAYS

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

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

## 22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

## 23. EXTENSION OF TIME

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

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

## 24. NO PAYMENT FOR DELAYS

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

## 25. CHANGES IN THE WORK

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

## 26. TERMINATION AFTER COMPLETION DATE

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

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

## 27. TERMINATION FOR CONVENIENCE

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

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

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

## 28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

## 29. CONTRACTOR BANKRUPT

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

## 30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

## 31. ACCOUNTING RECORDS OF CONTRACTOR

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

## 32. USE TAX REQUIREMENTS

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

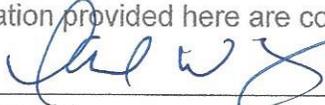
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or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

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

**CONTRACTOR**

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

Date: 08/17/2016

By:   
Paul W. Chavez

Print Name  
President  
Title

By:   
Nicholas Chavez

Print Name  
Vice President  
Title  
94-3166951  
Federal ID#  
99-265903  
State ID#  
149128

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

Type of Business Entity (check one):  
 Individual/Sole Proprietor  
 Partnership  
 Corporation  
 Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

**CITY OF SACRAMENTO**  
a municipal corporation

DATE \_\_\_\_\_

By: \_\_\_\_\_  
For: John F. Shirey, City Manager

Original Approved As To Form:

Attest:

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

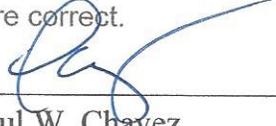
\_\_\_\_\_  
City Clerk

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: 08/17/16

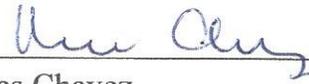
By: 

Paul W. Chavez

Print Name

President

Title

By: 

Nicholas Chavez

Print Name

Vice President

Title

94-3166951

Federal ID#

99-265903

State ID#

149128

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

Type of Business Entity (check one):

Individual/Sole Proprietor

Partnership

Corporation

Limited Liability Company

Other (please specify : \_\_\_\_\_)

**CITY OF SACRAMENTO**

a municipal corporation

DATE \_\_\_\_\_

By: \_\_\_\_\_

For: John F. Shirey, City Manager

Original Approved As To Form:

Attest:

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

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

**CITY OF SACRAMENTO  
PERFORMANCE BOND**  
Department of Utilities

Bond No.: CAC714011  
Premium: \$3,726.00

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

Golden Bay Fence Plus Ironworks Inc.  
4104 S. B St  
Stockton, CA 95206

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

CWTP Fence Project  
(PN: X14131203) (B17141321005)

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)* : Merchants Bonding Company (Mutual)  
6700 Westown Parkway West DesMoines, IA 50306

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: **Three Hundred Twenty Two Thousand Six Hundred Fourteen (\$322,614.00)** for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.  
SIGNED AND SEALED on August 18, 2016.

Golden Bay Fence Plus Iron Works, Inc.  
(Contractor) (Seal)  
By: *Paul W. Chavez*  
Title: Paul W. Chavez, President

Merchants Bonding Company (Mutual)  
(Surety) (Seal)  
By: *Peter D. Holley*  
Title: Peter D. Holley Attorney-in-Fact  
Agent Name and Address: Integro Insurance Brokers  
2300 Contra Costa Blvd #375 Pleasant Hill, CA 94523  
Agent Phone #: 925-852-0428  
Surety Phone #: 800-678-8171  
California License # 0E77964  
Surety Email: Peter.Holley@integrogrou.com

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

**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 Contra Costa )

On August 18, 2016 before me, Misty Rose Hemje, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Peter D. Holley  
*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 Misty Rose Hemje  
*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: \_\_\_\_\_

ACKNOWLEDGMENT

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

State of California }  
County of San Joaquin }

Notary  
public

On 8/18/16 before me, A. Manabat  
(here insert name and title of the officer)

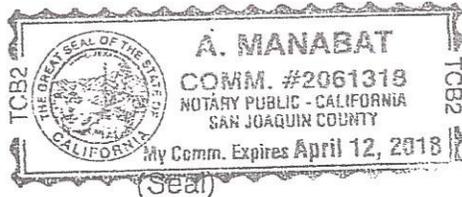
personally appeared Paul W. Chavez

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

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

WITNESS my hand and official seal.

Signature [Signature]



CITY OF SACRAMENTO  
PAYMENT BOND  
Department of Utilities

Bond No.: CAC714011  
Premium: Included with Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to:  
Golden Bay Fence Plus Ironworks Inc.  
4104 S. B St  
Stockton, CA 95206

hereinafter called Contractor, a contract for construction of:

CWTP Fence Project  
(PN: X14131203) (B17141321005)

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*):

Merchants Bonding Comapny (Mutual) 6700 Westown Parkway West Des Moines, IA 50306, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of Three Hundred Twenty Two Thousand Six Hundred Fourteen (\$322,614.00) on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on August 18, 2016.

Golden Bay Fence Plus Iron Works, Inc.  
(Contractor) (Seal)

By: [Signature]  
Title: Paul W. Chavez, President

ORIGINAL APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_

Merchants Bonding Company (Mutual)  
(Surety) (Seal)

By: [Signature]  
Title Peter D. Holley Attorney-in Fact

Agent Name and Address: Integro Insurance Brokers  
2300 Contra Costa Blvd. #375 Pleasant Hill, CA 94523

Agent Phone #: 925-852-0428

Surety Phone #: 800-678-8171

California License # 0E77964

Surety Email: Peter.Holley@integrogrou.com

**CITY OF SACRAMENTO**  
**PERFORMANCE BOND**  
Department of Utilities

**Bond #:** \_\_\_\_\_  
**Premium:** \_\_\_\_\_

**WHEREAS**, the City of Sacramento, in the State of California, hereinafter called City has conditionally awarded to *(here insert full name and address of Contractor)*:

as principal, hereinafter called Contractor, an agreement for construction of:

**CWTP FENCE PROJECT**  
**(PN: X14131203) (B17141321005)**

in accordance with the plans, specifications, drawings, conditions, and project manual prepared therefore, which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract; and

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

**NOW, THEREFORE**, we the Contractor and *(here insert full name and address of Surety)*:

\_\_\_\_\_, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_), 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 this obligation shall be null and void; otherwise shall be and remain in full force and effect. This obligation shall remain in full force and effect until (1) the date that the Contractor no longer has any remaining obligation of performance under the Contract, or (2) the date that is one year after the date that the work to be performed under the Contract is accepted as complete by the City, whichever occurs later.

As part of the obligation 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 obligation, all to be taxed as costs and included in any judgement 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
(Contractor) (Seal)

By \_\_\_\_\_

Title \_\_\_\_\_

ORIGINAL APPROVED AS TO FORM:

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

\_\_\_\_\_  
(Surety) (Seal)

By \_\_\_\_\_

Title \_\_\_\_\_

Agent Name and Address \_\_\_\_\_

Agent Phone # \_\_\_\_\_

Surety Phone # \_\_\_\_\_

California License # \_\_\_\_\_

Surety Email: \_\_\_\_\_

**CITY OF SACRAMENTO**  
**PAYMENT BOND**  
Department of Utilities

Bond No: \_\_\_\_\_  
Premium: \_\_\_\_\_

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

hereinafter called Contractor, a contract for construction of:

**CWTP FENCE PROJECT**  
**(PN: X14131203) (B17141321005)**

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

**WHEREAS**, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

**NOW, THEREFORE**, we the Contractor and (*here insert full name and address of Surety*):

\_\_\_\_\_, a corporation 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 \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

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

\_\_\_\_\_  
(Contractor) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Surety) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_

ORIGINAL APPROVED AS TO FORM:

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

Agent Name and Address \_\_\_\_\_  
Agent Phone # \_\_\_\_\_  
Surety Phone # \_\_\_\_\_  
California License # \_\_\_\_\_  
Surety Email: \_\_\_\_\_

**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 Contra Costa )

On August 18, 2016 before me, Misty Rose Hemje, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Peter D. Holley  
*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 Misty Rose Hemje  
*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: \_\_\_\_\_

ACKNOWLEDGMENT

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

State of California }  
County of San Joaquin }

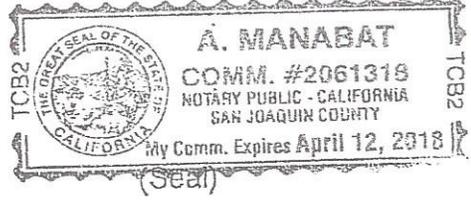
On 2/18/16 before me, A. Manabat <sup>Notary</sup> <sub>public</sub>  
(here insert name and title of the officer)  
personally appeared Paul W. Chavez

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 [Handwritten Signature]



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Peter D Holley; Robin L Amstutz

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIFTEEN MILLION (\$15,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

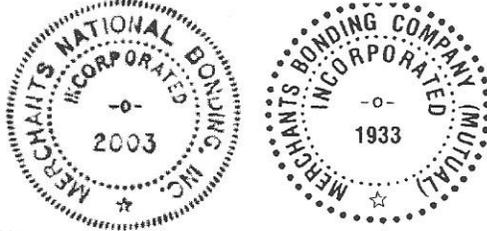
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of April, 2016.



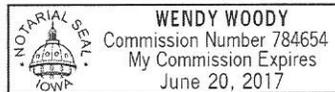
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 20th day of April, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of August, 2016.



*William Warner Jr.*  
Secretary

CALIFORNIA LABOR CODES RELATING TO APPRENTICES ON PUBLIC WORKS  
PROJECTS

See info at these webpages: [www.dir.ca.gov](http://www.dir.ca.gov) and/or [www.leginfo.ca.gov](http://www.leginfo.ca.gov)

\*\*\*\*\*

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

<b>Social security number</b>									
OR									
<b>Employer identification number</b>									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**2015 Withholding Exemption Certificate****590**

The payee completes this form and submits it to the withholding agent.

**Withholding Agent (Type or print)**

Name \_\_\_\_\_

**Payee**

Name \_\_\_\_\_

 SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

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

City (If you have a foreign address, see Instructions.) \_\_\_\_\_

State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**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&amp;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) \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_

# Nonresident Withholding Allocation Worksheet

**2015**

**587**

The payee completes this form and returns it to the withholding agent.

**Part I Withholding Agent**

Withholding agent's name

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

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

State ZIP Code

**Part II Nonresident Payee**

Payee's name

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

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

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

State ZIP Code

Nonresident payee's entity type: (Check one)

- Individual/sole proprietor  Corporation  Partnership  Limited liability company (LLC)  Estate or trust

**Part III Payment Type**

Nonresident payee: (Check one)

- Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)  Provides goods and services in California (see Part IV, Income Allocation)
- Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)  Provides services within and outside California (see Part IV, Income Allocation)
- Other (Describe) \_\_\_\_\_

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

**Part IV Income Allocation**

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
<b>1 Goods and services:</b>			
Goods/materials (no withholding required) .....			
Services (withholding required) .....			
<b>2 Rents or lease payments .....</b>			
<b>3 Royalty payments .....</b>			
<b>4 Prizes and other winnings .....</b>			
<b>5 Other payments .....</b>			
<b>6 Total payments subject to withholding.</b>			
Add column (a), line 1 through line 5 .....			
<b>Nonresident withholding threshold amount: .....</b>	<b>\$1,500.00</b>		
<b>Backup withholding threshold amount: .....</b>	<b>\$0.00</b>		

**Certification of Nonresident Payee**

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

<b>Sign Here</b>	Print or type payee's name	Telephone ( )
	Payee's signature	Date
	Print or type representative's name and title	Telephone ( )
	Authorized representative's signature	Date

## **Green Contracting Survey (Voluntary)**

The City of Sacramento and the Sacramento Metropolitan Air Quality Management District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the Contract Documents, and return it to SMAQMD. **Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento.**

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

**Completing and returning the Green Contracting Fleet Inventory Forms to SMAQMD is strictly voluntary**

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

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

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

City Bid Information	
Department	_____
Project #	_____
LBE	_____

**Please Submit To:** \_\_\_\_\_

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

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

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

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

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

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

City Bid Information	
Department	_____
Project #	_____
LBE	_____

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

**Please Submit To:**

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

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

## Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

“Certified C&D sorting facility” means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

“Construction and demolition debris” or “C&D debris” means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

“Divert” or “diversion” means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

“Franchised waste hauler” means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

“Mixed C&D debris” means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

“Recyclable C&D debris” means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

“Recycling facility” means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

“Source-separated C&D debris” means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

“Waste log” means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email [C&D@cityofsacramento.org](mailto:C&D@cityofsacramento.org)

# C&D Debris Waste Management Plan

C&D Debris Waste Management Plan  
 City of Sacramento Solid Waste Services  
 2812 Meadowview Road, Building 1  
 Sacramento, CA 95832  
 Phone: (916) 808-4839 / Fax: (916) 808-4999  
 C&D@cityofsacramento.org

Form  
submitted by:

*Please attach a business card, or put your name with a phone number and/or an email address.*

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit, if applicable, is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

**A. Building Project Information:**

Job Address: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_

Engineering  
 Estimate: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**B. Briefly describe the project:**

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**C. Materials Required to be Recycled**

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



**D. Material Management.**

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

# C&D Debris Waste Management Plan

C&D Debris Waste Management Plan  
City of Sacramento Solid Waste Services  
2812 Meadowview Road, Building 1  
Sacramento, CA 95832  
Phone: (916) 808-4839 / Fax: (916) 808-4999  
C&D@cityofsacramento.org

## E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/utilities/>.

1. **Self-haul or self-hauling:** This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation:** This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris:** This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

## F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL Clean Wood Waste** (unpainted, untreated lumber, plywood and OSB), **Inert Materials** (concrete, asphalt paving, brick, block, and dirt), **Wooden Pallets**, **Scrap Metal**, and **Corrugated Cardboard** must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects

# C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan  
City of Sacramento Solid Waste Services  
2812 Meadowview Road, Building 1  
Sacramento, CA 95832  
Phone: (916) 808-4833 / Fax: (916) 808-4999  
C&D@cityofsacramento.org

## Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

## Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

## Recyclers\*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

## Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

More updated information can be found online at:  
<http://www.cityofsacramento.org/utilities/>

\* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.



## TECHNICAL SPECIFICATIONS

## SECTION 01105

### GENERAL INFORMATION AND REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. The Project involves installation of new 8-foot tall ornamental iron and 1-inch mesh chain-link fence, plus multiple gates, on the perimeter of the City's Combined Wastewater Treatment Plant (CWTP) facility. Work includes, but is not limited to site preparation; coordinating access and material deliveries for this work with others working at CWTP; welding extensions onto existing 6-foot tall chain link line, pull, and gate posts to support new 8-foot tall chain link fabric; installing new line, corner, brace and pull posts with concrete footings where required; installing a new top rail and a new bottom tension wire; installing new 1-inch mesh black anti-climb chain-link fence fabric; installing new gates; installing new 45-degree outriggers to replace vertical barbed wire supports; re-installing existing 45-degree barbed wire outriggers; installing new three strands of barbed wire atop the new chain link fence; modifying the vehicle sliding gates into CWTP from 35<sup>th</sup> Ave. and from South Land Park Drive (SLP); installing new ornamental iron fence; and construction of all associated appurtenances as shown and/or as directed.
- B. Except where indicated otherwise, all materials furnished shall be new.
- C. Limit vehicle movement into the existing park on the north side of CWTP to no more than 12-feet northward of the existing fence. For CWTP security, unless otherwise approved, limit daily removal of existing fence to what can be replaced with 8-foot tall fence (not counting barbed wire) on the same day. In order to install new CWTP perimeter fencing adjacent to the dog park, City will allow the dog park to be closed onetime for a continuous two-day period during the week (M-F), but erect a temporary fence at least 4-foot tall and no more than 20-feet away from the existing fence if the work will extend beyond two days. The dog park shall not be closed Saturday or Sunday. Restore all surfacing, including grass in the park area to match pre-construction conditions.
- D. Furnish all material, labor, tools, equipment, and services necessary for a complete, in-place secure perimeter fence. Payment for Contract work will be made on a lump sum and/or unit price basis, as indicated in the proposal. Except for items of work specifically identified in the proposal, no compensation will be paid to the Contractor for performing any general Contract requirement and/or for any incidental work.

##### 1.02 GOVERNING DOCUMENTS

- A. All work performed under this Contract shall be in accordance with the following:
  - 1. Sealed Proposal
  - 2. Agreement
  - 3. Project Technical Specifications and Special Provisions.
  - 4. City of Sacramento Standard Specifications, June 2007 and all addenda (hereinafter CSSS).

- B. In the event of a conflict in the Contract Documents, priorities as set forth in CSSS Section 5-3 shall govern.
- C. Except for items of work specifically identified for payment in the proposal, no compensation will be paid to the Contractor for performance of these or any other general Contract requirements. Include the cost of all general Contract performance requirements in whatever proposal item is considered appropriate.

### 1.03 ITEMS OF THE PROPOSAL

- A. Payment for Contract work will be made as indicated for the following items of work, which shall include all materials; labor; coordination activities; and construction of all associated appurtenances as necessary for a complete, secure, industry standard installation:

**Item No. 1 --- Site Preparation:**

Measured and paid for on a lump sum basis, remove all existing fence fabric, existing barbed wire, fence grade beams, existing top outrigger caps, and vegetation growing on or over the top of the existing fence so as to provide clear access for installing the new fence. Extend clearing a vertical distance of 5-feet over the top of the new fence. Unless otherwise approved, do not cut any tree branches exceeding 4 inches in diameter. Progress payments for this item shall be made in direct proportion to the total percentage of new fence installed.

**Item No. 2 --- Ornamental Iron Fence:**

Measured and paid for on a unit price linear foot basis, install 8-foot tall Ornamental Iron fence.

**Item No. 3 --- Chain Link Fence (existing posts):**

**Item No. 4 --- Chain Link Fence (new posts):**

Measured and paid for on a unit price linear foot basis of the respective type, install 8-foot tall chain link fence with a bottom tension wire and top rail, topped with three strands of barbed wire on 45-degree post top outriggers. Existing posts that can be re-used shall be extended 2-feet vertically by full circumference fillet welding of new same sized post sections. Repair surface coating after welding. Replace bent or otherwise damaged posts, or top rails that cannot be reused as provided for separately herein. Unless damaged prior to starting the work, or if the Engineer determines them otherwise unusable because of damage not caused by the Contractor, reuse existing 45-degree post top outriggers for barbed wire support. Install new 45-degree post top outriggers and top rails provided for separately herein to replace existing vertical and/or damaged/unusable barbed wire supports and missing or damaged top rails.

**Item No. 5 --- 35<sup>th</sup> Ave. Sliding Gate Modification:**

Measured and paid for on a lump sum basis, install one row of UltraBarrier atop the existing sliding gates, atop the adjacent fixed mesh panel fences, and across the top of the middle CMU sign wall and all adjacent pillar wall caps. This item shall include removal of the diamond emblem from atop the middle CMU sign wall, and modification of the existing top roller supports so as not to cross over the gate tops. Unless otherwise approved, install new upper street side gate rollers attached to the

existing CMU pillars. When complete, and the sliding gates are closed, the UltraBarrier shall form a continuous top impediment to discourage climbing over this gate anywhere between the adjacent ornamental iron fence segments.

**Item No. 6 --- SLP Sliding Gate Modification:**

Measured and paid for on a lump sum basis, replace the existing 6-foot tall rolling gate panels with new 8-foot tall ornamental iron rolling gate panels and install one row of UltraBarrier atop the adjacent pillar caps and the middle CMU column. This item shall include raising the adjacent CMU pillars and re-installing the precast caps as required to install new upper gate rollers attached to the pillars and modifying the existing roller supports so as to align with the new uppermost gate rail.

**Item No. 7 --- Ornamental Iron Man Gate (6' wide):**

**Item No. 8 --- Chain Link Man Gate (6' wide, new posts):**

**Item No. 9 --- 10' Wide Double Leaf Chain Link Gate (new posts):**

Measured and paid for on a unit price basis, install new 8-foot tall gates of the clear widths and types indicated with new hinge and latch posts. Furnish and install all new hinges and locking hardware. For the ornamental iron man gate, furnish and install the electric lock and protective tamper resistant mesh, but conduit and a card reader for operation of this lock will be performed by others.

**Item No. 10 --- 12' Wide Double Leaf Chain Link Gate:**

**Item No. 11 --- 20' Wide Double Leaf Chain Link Gate:**

Measured and paid for on a unit price basis, install new 8-foot tall gates of the clear widths and types indicated. Extend existing hinge posts by welding on new post sections. Re-use existing hinges but provide new center latching hardware.

**Item No. 12 --- Replace Damaged Line or Pull Posts:**

Measured and paid for on a unit price basis, remove existing posts by pulling out the existing post and footing, or cut them to at least 4 inches below grade, then install an adjacent, new full height post in a new concrete footing. No measurement or payment shall be made for any line post replaced without approval by the Engineer.

**Item No. 13 --- Replacement Barbed Wire Outriggers:**

Measured and paid for on a unit price basis, furnish new 45-degree post top outriggers for barbed wire and top rail support to replace existing vertical and/or unusable ones. Include outrigger installation in the price paid per lineal foot of new fence. No measurement will be made for any replacement outrigger without approval by the Engineer.

**Item No. 14 --- New Top Rails:**

Measured and paid for on a unit price a unit price linear foot basis, furnish new top rails to replace existing damaged and/or unusable ones, and to replace the top tension wire where there is no existing top rail. Include top rail installation in the price paid per lineal foot of new fence. No measurement will be made for any replacement rail without approval by the Engineer.

- B. Progress Payments shall be made as provided for in the Agreement, and in CSSS, Section 8.

#### **1.04 DEFINITIONS**

- A. For definitions not found herein, refer to CSSS, Section 1.
- B. "Calendar Day" shall mean every day shown on the calendar, Sundays and holidays included.
- C. "Drawings" shall mean the "Plans".
- D. "Provide" shall mean furnish and install, in accordance with the drawings.

#### **1.05 CITY FURNISHED PLANS AND SPECIFICATIONS**

- A. Per CSSS Section 5-4, City will provide Contractor with 5 sets of the Contract Documents, and 5 sets of the plans on 22"x34" bond paper.

#### **1.06 REFERENCE STANDARDS**

- A. Publications referred to herein form a part of this specification to the extent referenced. Publications are referred to by their basic designation only. The latest edition of referenced publications in effect at the time of the bid shall govern.

#### **1.07 SUBMITTALS**

- A. Conform to CSSS Section 5-7 except as modified herein for all submittals. **Provide an electronic e-mailed pdf copy (Portable Document Format).** Electronic copies larger than 20 megabytes shall be submitted on a CD or "thumb drive". Submit 24-hour contact info for the project superintendent.
- B. Submittals shall include the following:
  - 1. The construction schedule.
  - 2. Contact info.
  - 3. List of Contractor employees who will be working on the project site, and the contractor's standard ID badge template.
  - 4. Chain link fabric, Ultra-Barrier, and ornamental iron fence material catalog cuts.
  - 5. Plan and elevation detail drawings for modifying the SLP sliding gate, and adding the 6' wide ornamental iron man gate.

#### **1.08 EMPLOYEE ID's, GATE CARDS, PARKING, AND WORKING HOURS**

- A. All contract employees, suppliers, and vendors shall comply with City safety and security procedures. Furnish City approved, laminated, photo-identification badges to each contract employee (min 2<sup>1</sup>/<sub>8</sub>" x 3<sup>5</sup>/<sub>8</sub>", max 4" x 6") that shall be worn and visible at all times when on the project site.
- B. City staff is at the CWTP site Monday thru Friday, 6:30 A.M. to 5:00 P.M. Schedule contract work during normal business hours in accordance with CSSS Section 7-4.
- C. Unless otherwise approved, City will provide two Gate Access Cards to the Contractor. The cards will be programmed to open the mechanized gate into the CWTP facility from South Land Park Drive for normal workday periods only. Contractor shall return these cards to the City Inspector at the end of the project or

when they are no longer required. City will deduct from the final payment due the Contractor, \$50.00 for each Gate Access Card lost or otherwise not returned. Coordinate with the City Inspector for other than normal workday period access. Do not allow tailgaters to follow thru the gate into the CWTP facility.

- D. Unless otherwise approved, no more than five Contractor vehicles shall be permitted to park inside the CWTP perimeter fenced area at any one time. No private employee vehicles will be allowed inside the CWTP facility's perimeter. Park Contractor vehicles only near the worksites, and in a way that does not prevent routine access by other vehicles.

## **PART 2 – PRODUCTS**

### **2.01 CONSTRUCTION SCHEDULE**

- A. Submit a Construction Schedule in general conformance with CSSS Section 7-2. Schedule shall indicate the chronological sequence for each aspect of the work, including anticipated start and finish calendar dates for salient elements of the work such as procurement and delivery of materials.
- B. Schedule shall use the critical path method in bar chart form.
- C. Notify the Engineer at least forty-eight (48) hours in advance of any change in the schedule. If after commencing construction Contractor desires to make a major change in the sequence of operations, or if the activity time schedule fails to reflect the actual progress of the work, submit a revised schedule to the Engineer.
- D. Schedule shall be consistent in all respects with the Contract time of completion and order of work requirements. No progress payments will be made until a suitable schedule has been submitted to and approved by the Engineer.

## **PART 3 - EXECUTION**

### **3.01 CONTRACTOR COMMUNICATIONS**

- A. All official communication between the Contractor and the City of Sacramento shall be made through the Resident Construction Inspector (RCI) assigned to the project.

### **3.02 CONSTRUCTION SURVEYS**

- A. CSSS Section 5-5 does not apply to this project. Install new fence along existing alignments or between fixed angle points as shown.

### **3.03 PUBLIC SAFETY, CONVENIENCE, AND MAINTENANCE OF TRAFFIC**

- A. Contractor's attention is directed to CSSS Sections 6-6, 6-7, 6-8, 6-9 & 7-4.
- B. Contractor shall be responsible for public safety at all times.
- C. Construction shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

### **3.04 EXISTING UTILITIES**

- A. Refer to and conform to CSSS Section 6-19. The location, alignment, and depth of existing underground utilities are not shown on the Plans. Contractor shall contact Underground Service Alert in advance of excavating for new fence and gate posts.

### **3.05 CONSTRUCTION INSPECTIONS**

- A. Conform to CSSS, Sections 5-19 and 5-20.

### **3.06 EROSION, SEDIMENT, AND POLLUTION CONTROL**

- A. Conform to CSSS, Section 16-3.

**\*\* END OF SECTION \*\***

## SECTION 01310

### PROJECT MEETINGS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Description of Work: Conduct and attend all project conferences and meetings for the purposes of addressing issues related to the Work, reviewing and coordinating progress of the Work, and other matters of common interest, as required.

#### PART 2 - PRODUCTS

##### 2.01 PRECONSTRUCTION MEETING

A. Purpose

1. To designate responsible personnel and establish working understanding between parties
2. Status of insurance and bonds
3. Construction schedule and critical work sequences
4. Shop drawings and other submittals
5. Field decisions and change orders
6. Maintaining record documents
7. Processing of submittals and applications for payment
8. Scope of work
9. Existing conditions
10. Equipment deliveries and priorities
11. All other essential matters pertaining to the satisfactory completion of the Project as required.

B. Attendance

1. The contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors. Other attendees shall be:
  - a. Representatives of the City
  - b. Utility company representatives, as appropriate
  - c. Others as requested by the Contractor or City
2. The Engineer will preside at the pre-construction conference and will

arrange for keeping and distributing the minutes to all persons in attendance. Contractor shall plan on the conference taking no less than one hour.

C. Requirements

1. Once a fully executed contract is received and prior to the commencement of work, the Engineer will schedule and chair a pre-construction conference to be held at the office of the Engineer.
2. Prior to the pre-construction conference, the Engineer will develop the agenda for the meeting and meet with the project manager to review the agenda.
3. Notes of the conference will be maintained by the Engineer. After the meeting, the Engineer will transcribe the minutes of the meeting and discuss any issues that were raised.
4. Contractor shall submit the following items to the Engineer at the preconstruction conference:
  - a. A preliminary schedule of shop drawings, samples and proposed substitutes ("or equal")
  - b. A 30-day plan of operations

**2.02 WEEKLY TAILGATE SAFETY MEETINGS**

A. Purpose

1. Unless otherwise approved by the Engineer, Contractor shall hold weekly safety meetings with the Contractor's and Subcontractor's employees to discuss safety on the job. City attendance is not required.

**2.03 OTHER MEETINGS**

- A. The City and/or Contractor may request attendance at other at meetings as considered appropriate.

**PART 3 - EXECUTION**

NOT USED

**\*\* END OF SECTION \*\***

**SECTION 01770**  
**CONTRACT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Requirements Include:
1. Closeout Procedures.
  2. Final Cleaning.
  3. Record Drawings.

**1.02 SUBMITTALS**

- A. Submittals shall include the following:
1. Record Drawings

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.01 CLOSEOUT PROCEDURES**

- A. When Contractor notifies the Engineer that the project has been completed, the Engineer shall perform an initial walk through and note any deficient work items.
- B. After Contractor corrects any noted deficiencies, Engineer will schedule a final walk through with the City's Operation and Maintenance personnel. At the final walk through, a punchlist will be developed and submitted to the Contractor.
- C. Contractor shall notify the Engineer when all punchlist items have been completed. The Engineer will then inspect the work. If the work is completed to the satisfaction of the Engineer, and if as-built drawings have been submitted, then a completion report will be issued.

**3.02 FINAL CLEANING**

- A. Remove surplus materials, rubbish, and temporary construction facilities prior to final walk through.

**3.03 RECORD DRAWINGS**

- A. Conform to CSSS Section 5-8.

**\*\* END OF SECTION \*\***

**SECTION 02210**  
**SITE PREPARATION**

**PART 1- GENERAL**

**1.01 DESCRIPTION**

- A. Provide all labor, materials, tools and equipment necessary to remove existing fence fabric, existing barbed wire and outriggers, fence grade beams, and vegetation growing on or over the existing fence as required to provide clear access for installing the new fence. Extend clearing a vertical distance of 5-feet over the top of the new fence.
- B. Include preservation of all vegetation and objects designated or otherwise indicated to remain. Restore all surfaces to match pre-construction conditions.

**PART 2 -PRODUCTS (Not Used)**

**PART 3- EXECUTION**

**3.01 GENERAL**

- A. Unless otherwise approved, limit vehicle access and ground disturbance to a work zone within 12-feet either side of the existing fence line. Protect and preserve all items designated to remain.
- B. Miscellaneous trimming of trees or shrubs designated to remain shall be conducted only when approved by the Engineer, and it shall be in accordance with good horticultural practice. Shrubs and vines growing on the fence shall be cut flush with the ground.
- C. Dispose of all vegetation and debris removed outside the project limits at an appropriate site.
- D. Conform to the C&D Recycling requirements for fence items removed that are not re-used.

**\*\* END OF SECTION \*\***

**SECTION 02820  
FENCES AND GATES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Section includes:
  - 1. Fence, framework, fabric, and accessories.
  - 2. Excavation for new post bases and new concrete post foundations.
  - 3. Gates and related hardware.
- B. Installed chain-link fence shall be 8-foot tall, black PVC coated, 1-inch mesh, industrial quality, with three top strands of barbed wire, with a top rail and bottom tension wire.
- C. Installed ornamental Iron fence and gates shall be 8-foot tall industrial quality black "Invincible Style" 1-inch square curved top pickets with pressed top spear points, and three horizontal rails.

**1.02 REFERENCES**

- A. ASTM International (ASTM):
  - 1. A 121 - Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.
  - 2. A 123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  - 3. A 153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
  - 4. A 385 - Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip).
  - 5. A 702 - Standard Specification for Steel Fence Posts and Assemblies, Hot- Wrought.
  - 6. F 626 - Standard Specification for Fence Fittings.
  - 7. F 668 - Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric.
  - 8. F 2408 - Standard Specification for Ornamental Fences Employing Galvanized Steel Tubular Pickets.

**1.03 SUBMITTALS**

- A. Submit the following for approval, in accordance with CSSS Section 5-7:
  - 1. Layout drawing(s) detailing the South Land Park (SLP) Sliding Gate modifications.
  - 2. Layout drawing(s) detailing the 6' wide Ornamental Iron Man Gate and electric lock installation.
  - 3. Catalog cuts for all new fence materials.
  - 4. Certification reports that fence posts, hardware, chain link fabric, and gates conform to the specifications herein.

**PART 2 - PRODUCTS**

**2.01 ORNAMENTAL IRON FENCE & GATES**

- A. Ornamental Iron Fence and gates shall be Montage Industrial® Welded and Rackable "Invincible" fence and Passport II "Invincible" gates manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma, or approved equal. All pickets shall be 1-inch square (16-gauge for the fence and 14-ga for the gate panels), with pressed steel spear points on top of curved pickets. Furnish fence with upper third rail. Furnish all required system components (i.e., panels, posts, gates and standard gate hardware) from one manufacturer.

- B. All structural fence components (i.e. rails, pickets, and posts) shall be warranted by the manufacturer for a period of 20 years. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.
- C. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Industrial weight fences under ASTM F2408.
- D. Man gate panels (PassPort II Invincible, or equal) shall be fabricated using 1¾" x 14-gauge Forerunner double channel rails, 2" sq. x 11-gauge gate uprights, and 1" sq. x 14-gauge pickets. Weld all rail and upright intersections, all picket and rail intersections, and all gusset plate to rail/upright intersections.
  - 1. Furnish the mangate with an installed electrified lever lock (BEST/ Stanley Security Systems model 9KW3DEU15D626, or approved equal). A key or electric power must be supplied to the solenoid for the outside lever to operate. City will furnish and install the BEST cylinder, card reader, and electrical wiring necessary for full man gate operation.
  - 2. Unless otherwise approved, install a top guard and black ½x1¼-inch steel mesh welded to the gate panel 3-feet each side of the lock to prevent unauthorized entry by reaching thru the fence and operating the always unlocked inside lever.
- E. Rolling gate panels (PassPort II Invincible, or equal) shall also be fabricated using 2" sq. x 11-gauge gate uprights, and 1" sq. x 14-gauge pickets, with a 2"x4" x 11-gauge bottom rail notched and plated for V-track wheels compatible with the existing gate track. Weld all rail and upright intersections, all picket and rail intersections, and all gusset plate to rail/upright intersections. Reuse existing electric chain drive operators with the new gate panels.
- F. Ultra-Barrier, for installation where specified or directed atop existing gates and associated masonry items adjacent to ornamental iron fence, shall have opposed pairs of minimum 2.65" long hard shiny finish spikes on nominal 3-inch center spacings, fabricated in minimum 4-foot lengths of 0.031" thick type 301 stainless steel. Ultra-Barrier shall be as manufactured by Unisec Inc., of San Leandro CA, or approved equal.

**2.02 CHAIN LINK MATERIALS**

- A. New Chain link fence and gates: Allied Tube and Conduit, Master-Halco or equal.
- B. 8-foot Chain link fence:
  - 1. Fabric shall be black PVC coated steel conforming to ASTM F 668, Class 2B, as follows:
    - a. Height: 96 inches.
    - b. Mesh: 1 inch square, knuckled top and bottom.
    - c. Wire: 9-gauge core, with 8-gauge effective diameter after fused PVC coating.
    - d. Master Halco's Permafused II with a 15-year warranty, or approved equal.
  - 2. All posts shall be straight and galvanized or similarly protected against corrosion. Match existing post sizes where they are to be extended. New framework shall be in accordance with ASTM F 1043 Group 1A or 1C, and shall conform to the following weights:

Pipe Size Outside Diameter (Inches)	Group IA Weight (Lbs/ft)	Group IC Weight (Lbs/ft)
1-5/8	2.27	1.84
1-7/8	2.72	2.28
2-3/8	3.65	3.12
2-7/8	5.79	4.64
3-1/2	7.58	5.71
4	9.11	6.56

- a. New top rail: 1 $\frac{5}{8}$  inches outside diameter.
  - b. Bottom Tension wire: New 7-gauge galvanized coil spring wire.
  - c. New Line posts: 2 $\frac{3}{8}$  inches outside diameter.
  - d. Terminal, corner, and pull posts, including man gate hinge & strike posts:
    - 1) Size: 2 $\frac{7}{8}$ -inch outside diameter.
    - 2) Diagonal braces at terminal, corner and pull posts: 1 5/8-inch diameter.
    - 3) Truss rods:  $\frac{3}{8}$ "-inch diameter, galvanized.
    - 4) Turnbuckles: Heavy duty, galvanized.
  - e. Coatings:
    - 1) Group IA: External coatings in accordance with ASTM F 1043, Type A; Internal coatings in accordance with ASTM F 1043, Type A.
    - 2) Group IC: External coatings in accordance with ASTM F 1043, Type B; Internal coatings in accordance with ASTM F 1043, Type D.
3. Accessories:
- a. Fence fittings: In accordance with ASTM F 626.
    - 1) Post top fittings:
      - a) Provide post caps sized to post dimension that fit snugly over posts to exclude moisture. Except atop rolling gates, provide hot dip galvanized steel combination style post caps with 45-deg barbed wire support arms. Provide dome style caps for vertical terminal posts at gates.
      - b) Attach post caps with powder actuated Hilti stainless steel fasteners or comparable galvanized  $\frac{1}{4}$ -inch or longer self-tapping Tek-screws.
    - 2) Rail and brace ends: Provide pressed steel or malleable castings that are cup shaped to receive rail and brace ends.
  - b. Fabric accessories:
    - 1) Wire clips: Minimum 6 gauge hot-dip galvanized.
    - 2) Tension bars: 1/4 inch by 3/4 inch, galvanized.
    - 3) Steel bands: 11 gauge, 1 inch wide, hot-dip galvanized.
    - 4) Bolts and nuts:  $\frac{3}{8}$ -inch diameter.
    - 5) Hog rings: 11 gauge.
  - c. Barbed wire (Three strands, 1-foot vertical above top of fabric): Provide new class 3 zinc coated 12.5 gage wire with four point round 14 gage barbs at 5-inch spacing in accordance with ASTM A121. Do not re-use existing barbed wire.

## 2.03 CHAIN LINK GATES

### A. General:

- 1. Provide new frames. Frames shall be not less than 1 $\frac{7}{8}$ -inch outside diameter in accordance with ASTM F 1043 Group IA or IC, or comparable sized galvanized steel pipe. Install barbed wire over double-leaf gates on vertical uprights.
- 2. Corner fittings shall be Manufacturer's standard heavy pressed steel or malleable castings. Provide gates with diagonal tensioning rods and turnbuckles rigidly attached to gate frame.
  - a) Truss rods:  $\frac{3}{8}$ inch, galvanized.
  - b) Turnbuckles: Heavy duty, galvanized.
- 3. Chain link fence fabric: Attach to gate frame by use of tension bars and tie wires as specified for fence construction, with tension bars and associated band connectors spaced at approximately 16-inch vertical intervals.
- 4. Size gate frames to adequately support the weight of the specified new 1-inch mesh fabric, and to provide no more than a 4-inch clearance below gate when closed.

5. Chain link gates will be locked using padlocks with a minimum 5/16-inch diameter hasp. Provide Commercial grade combination steel or malleable iron catch and locking attachment of acceptable design for use with the padlock.
  6. Unless otherwise approved, chain link man gate frames shall be 6-feet 8-inches tall, with a 1-foot tall top and bottom rail framed chain-link covered transom so that barbed wire can be installed continuous across the man gate openings. Provide at least 3 hinges designed to securely clamp to the gatepost and permit gate to be swung open 180 degrees.
- B. Chain link gate frames shall be welded and galvanized. Unless otherwise approved, shop weld by arc-gas shield method. Provide welds that are smooth and clean. No weld residue will be allowed.
- C. Shop finishing:
1. Galvanizing: For items not fabricated of galvanized materials, hot-dip galvanize products after fabrication in accordance with following as applicable:
    - a. ASTM A 123.
    - b. ASTM A 153.
    - c. ASTM A 385.
  2. Galvanize fabricated items complete, or in largest practicable sections.
  3. Provide galvanizing at rate of 2.0 ounces per square foot, minimum.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Perform site preparation ahead of fence installation. Unless otherwise approved, do not remove more fence than can be re-installed the same day (not counting the barbed wire).

### **3.02 INSTALLATION**

- A. Chain link fences and gates:
1. General:
    - a. Install chain link fence and gates as indicated on the Drawings and as specified herein. Fences shall be plumb, taut, true to line and grade, and complete in all details.
    - b. Install fencing to generally follow finish grade of ground and provide pull posts at points where required to conform to changes in grade.
    - d. Installed space between bottom of fence and finish grade shall not exceed 3 inches, and shall not exceed 4-inches below gates.
    - e. Extend existing 6-foot tall line, pull, and gate posts that can be reused by full circumferential fillet welding post extensions atop the existing ones. Extensions shall match the existing post size and material types. Following welding, repair galvanized surfaces as specified herein, or as approved. Extended posts shall not differ from a straight line by more than ¼-inch in 2-feet.
  2. Concrete foundations for new fence posts:
    - a. Set fence posts centered in concrete foundations spaced not over 10 feet apart, that extend at least 3 feet into ground for line and 4 feet for terminal posts. Place additional posts at each abrupt change in line or change in grade, or as required for gate rail supports. Concrete shall be Class C per CSSS Section 10-5.1.
    - b. Provide concrete foundations having at least a minimum 12 inch diameter for line posts and 18 inch diameter for terminal posts.
    - c. Provide foundations that extend a minimum of 2-inches below bottom of posts, and a minimum of 1 inch above finish grade.
    - d. Finish trowel tops of footings, and slope to drain water away from the posts.

- e. Set keepers, stops, sleeves, tracks, eye bolts, and other accessories into concrete as required.
  - f. Set rolling wheel tracks straight with the bottom of the rail flush with the adjacent finished concrete surface.
3. Post bracing:
    - a. After posts are installed and concrete has set firmly, place top rail, braces, and bottom tension wire approximately 4 inches above grade.
    - b. End corner, pull, and gate posts: Brace with same material as top rail and trussed to line posts with rods and tighteners.
    - c. Bracing end, corner, slope, and gate posts:
      - 1) Brace to midpoint of nearest line post or posts with horizontal braces used as compression members.
      - 2) Then from such line posts truss from brace back to bottom of end, corner, slope, or gate post with 3/8-inch steel truss rods with turnbuckles or other suitable tightening devices used as tension members.
  4. Top rail:
    - a. Install fence with top rail using manufacturer's standard commercial hardware.
  5. Fabric:
    - a. Place fabric on gates and fence framework on outward side of the posts (away from CWTP) and install so that top edge projects over top rail.
    - b. Stretch fabric taut by means of mechanical fence stretchers to remove slack and securely fasten to posts, top rail, and bottom tension wire. Splice fabric lengths together by reweaving without breaking continuity of knuckled selvage.
    - c. Install tension wire parallel to line of fabric.
    - d. Fabric: Connect fabric to:
      - 1) Line posts with wire clips minimum every 14 inches.
      - 2) Terminal, corner, and gate posts with tension bars tied to posts minimum 14 inches on center and with steel bands and bolts and nuts.
      - 3) Tension wires with hog rings minimum 24 inches on center.
  6. Barbed wire:
    - a. Stretch strands to remove sag and anchor firmly to extension arms.
    - b. Incline extension arms on line posts away from CWTP at approximately 45 degrees.
    - c. Transition to vertical post extensions adjacent to double-leaf swing gates.
- B. Ornamental Iron Fences and Gates:
1. Space gate posts per the manufacturers' drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on standard industrial application criteria.
  2. Shop drawings shall identify the necessary gate hardware required. Gate hardware shall be provided by the gate manufacturer and installed per manufacturer's recommendations. Re-connect existing gate operator to new sliding gate panels.
  3. Install Ultra-Barrier where shown and/or directed at the sliding gate sites, in accordance with manufacturer's recommendations. One spike should be installed near vertical, and one should point away from CWTP at approximately 45-degrees. Unless otherwise approved, do not exceed a maximum fastener spacing of 15-inches.

### 3.03 GALVANIZED SURFACE REPAIR

- A. Repair damaged galvanized surfaces and/or welds on pre-galvanized material with a cold applied 2.5 – 3.5 mil dried film thickness of galvanic zinc-rich coating containing 95% metallic zinc by weight in the dried film; such as ZRC Galvalite™ by ZRC Worldwide, Marshfield, MA or approved equal for repair of hot-dip galvanizing. Apply in accordance with the manufacturer's written instructions.

### **3.04 ADJUSTING**

- A. All gates shall operate smoothly, with no more than 4-inches clearance below the gate when closed.
- B. Remove and replace un-plumb posts and fencing improperly located or not true to line and grade.
- C. Padlocks on man gates and double-leaf swing gates shall be accessible for entry from both sides of the fence.

### **3.05 FENCE SIGNS**

- A. Re-install existing "No Trespassing" signs on exterior of the new perimeter fence in approximate location as the existing ones, or as directed. Unless otherwise directed, install top of the signs 6-feet above adjacent grade.

**\*\*END OF SECTION\*\***

# PLANS

**GENERAL NOTES**

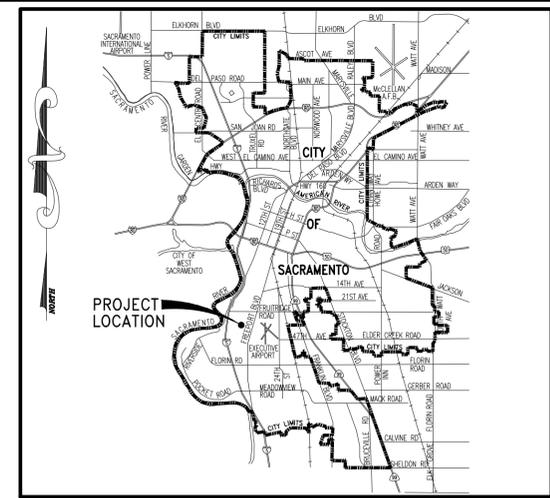
- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS DATED JUNE 2007, PLUS ALL ADDENDUMS AND THE CONTRACT DOCUMENTS.
- FURNISH, INSTALL AND MAINTAIN ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND FOR PROVIDING PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF WORK AREA AND TRAFFIC CONTROL HANDBOOK (W.A.T.C.H.).
- CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO COMMENCEMENT OF WORK. IN ACCORDANCE WITH ALL APPROPRIATE LAWS, INCLUDING BUT NOT LIMITED TO CALIFORNIA GOVERNMENT CODE 4216, TAKE PROPER CARE AND WHEN EXCAVATING NEAR AND LOCATING UNDERGROUND UTILITIES.
- DEMOLITION OF EXISTING FEATURES IS LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY CONSTRUCTION OPERATIONS.
- PROTECT EXISTING TREES. ANY TREE DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
- AT THE TIME THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL POSSESS A CLASS A LICENSE, A CLASS C-13 LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.
- ANY CURB, GUTTER OR SIDEWALK TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK.
- AT THE END OF EACH WORK DAY DO NOT LEAVE ANY OPEN GAPS IN THE FENCE PERIMETER.

# CITY OF SACRAMENTO

## IMPROVEMENT PLANS FOR

# 1395 35TH AVENUE

# CWTP FENCE PROJECT



**VICINITY MAP**

APPROVED BY: Brett Grant 7/5/16  
 BRETT GRANT R.C.E. 58964 DATE  
 SUPERVISING ENGINEER  
 DEPARTMENT OF UTILITIES

APPROVED BY: Douglas L. Henry 7/5/16  
 DOUG HENRY DATE  
 UTILITY CONSTRUCTION COORDINATOR  
 DEPARTMENT OF UTILITIES

**LEGEND**

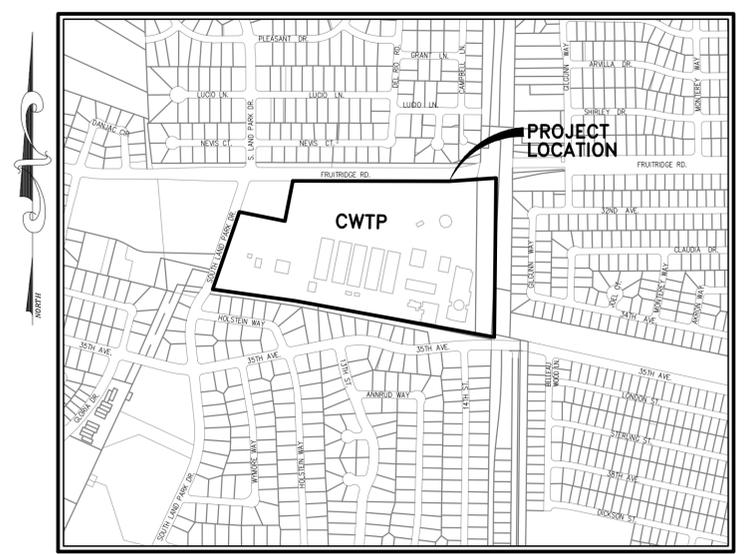
EXISTING	PROPOSED
NO. 22 DRAIN INLET	NO. 22 DRAIN INLET
TYPE B DROP INLET	TYPE B DROP INLET
MANHOLE	MANHOLE
COMBINED SEWER MAIN	COMBINED SEWER MAIN
SANITARY SEWER MAIN	SANITARY SEWER MAIN
STORM DRAINAGE MAIN	STORM DRAINAGE MAIN
SEWER SERVICE W/CLEANOUT	SEWER SERVICE W/CLEANOUT
WATER MAIN	WATER MAIN
WATER MAIN W/BLOW-OFF	WATER MAIN W/BLOW-OFF
WATER MAIN W/AIR RELEASE VALVE	WATER MAIN W/AIR RELEASE VALVE
WATER MAIN W/GATE VALVE	WATER MAIN W/GATE VALVE
WATER MAIN W/BUTTERFLY VALVE	WATER MAIN W/BUTTERFLY VALVE
STANDARD FIRE HYDRANT	STANDARD FIRE HYDRANT
WHARF FIRE HYDRANT	WHARF FIRE HYDRANT
WATER SERVICE & METER BOX	WATER SERVICE & METER BOX
WATER SERVICE & CURB STOP	WATER SERVICE & CURB STOP
WATER SERVICE & CORP STOP	WATER SERVICE & CORP STOP
BACKFLOW PREVENTER	BACKFLOW PREVENTER
CURB, GUTTER & SIDEWALK	CURB, GUTTER & SIDEWALK
CENTER LINE	CENTER LINE
RIGHT-OF-WAY	RIGHT-OF-WAY
GAS MAIN & GAS VALVE	GAS MAIN & GAS VALVE
ELECTRICAL CONDUIT	ELECTRICAL CONDUIT
POWER POLE W/GUY WIRE	POWER POLE W/GUY WIRE
TELEPHONE CONDUIT	TELEPHONE CONDUIT
CABLE BOX/POD	CABLE BOX/POD
STREET LIGHT	STREET LIGHT
ELEVATION	ELEVATION
CHAIN LINK FENCE	CHAIN LINK FENCE
BENCH MARK	BENCH MARK
SIGN	SIGN
BOLLARD GATE POST OR POST	BOLLARD GATE POST OR POST
ADDRESS	ADDRESS
PLUG OR CAP	PLUG OR CAP
PIPE TO ABANDON	PIPE TO ABANDON
PIPE TO REMOVE	PIPE TO REMOVE
FENCE TO REMOVE	FENCE TO REMOVE
BUILDING	BUILDING
RAILROAD	RAILROAD
TREE OR BUSH	TREE OR BUSH

**INDEX OF SHEETS**

- G-1 COVER SHEET
- C-1 SITE PLAN
- C-2 SITE PLAN

**STANDARD ABBREVIATIONS**

A.B.	AGGREGATE BASE	EL. or ELEV.	ELEVATION	PI	POINT OF INTERSECTION
A.C.	ASPHALT CONCRETE	EMTR	ELECTRICAL METER	PL or R	PROPERTY LINE
APPROX.	APPROXIMATE	EP or EOP	EDGE OF PAVEMENT	PP	POWER POLE
AT&T	AT&T TELECOMMUNICATIONS	(E), EXIST.	EXISTING	PCC	PORTLAND CONCRETE
AVE.	AVENUE	FA	FIRE ALARM	(P), PROP.	PROPOSED
BC	BEGIN CURVE	FG	FINISHED GRADE	PVC	POLY VINYL CHLORIDE
BLDG	BUILDING	FH	FIRE HYDRANT	PED	PEDESTAL
BOC	BACK OF CURB	FL or L	FLOW LINE	R or RT.	RADIUS OR RIGHT
BW	BARBED WIRE	FM	FORCEMAIN	RELN	RT EDGE LANE LINE
CAB	CABINET	FO	FIBER OPTIC	RCP	REINFORCED CONC. PIPE
C&G	CURB AND GUTTER	FOC	FACE OF CURB	R/W, ROW	RIGHT-OF-WAY
CG&S	CURB, GUTTER AND SIDEWALK	G	GAS	S=	SLOPE EQUALS
CL or C	CENTER LINE	G.B.	GRADE BREAK	SD	STORM DRAIN
CH	CHORD	GD	GUTTER DRAIN	SDMH	STORM DRAIN MANHOLE
CIP	CAST IRON PIPE	GMTR	GAS METER	SDWK	SIDEWALK
CL	CHAIN LINK	G.V.	GATE VALVE	SECT.	SECTION
CO	CLEANOUT	HT	HEIGHT	SHT.	SHEET
CONC.	CONCRETE	JP	JOINT POLE	SLP	SOUTH LAND PARK DR.
CONST.	CONSTRUCT	JT	JOINT	SS	SANITARY SEWER
CTV	CABLE TV	L=	LENGTH EQUALS	SS SVC	SANITARY SEWER SERVICE
CR LT.	CURVE RETURN LEFT	LF	LINEAR FEET	STA.	STATION
CS	COMBINED SEWER	LLN	LANE LINE	STD.	STANDARD, STRANDS
CSSS	CITY OF SACRAMENTO STANDARD SPECIFICATIONS	LT. or L	LEFT	T or TEL	TELEPHONE
CSMH	COMBINATION SEWER MH	MFG.	MANUFACTURER	TOB	TOP OF BANK
D.B.	DITCH BOX	MH	MANHOLE	TYP.	TYPICAL
DI	DROP INLET	MJ	MECHANICAL JOINT	W	WATER
DIP	DUCTILE IRON PIPE	MAX., MIN.	MAXIMUM, MINIMUM	WKWY	WALKWAY
DS	DESIGN SPEED	No.	NUMBER	WV	WATER VALVE
DWG	DRAWING	N.T.S.	NOT TO SCALE	< or AP	ANGLE POINT
EC	END CURVE	PB	PULL BOX		



**LOCATION MAP**  
N.T.S.

PN: X14131203  
 1395 35TH AVENUE FENCE PROJECT  
 R:\GIS\Projects\14131203\_1395 35th Ave\_Fence\_Project

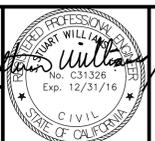
REVISIONS				BENCH MARK	ELEV.	FIELD BOOK
NO.	DESCRIPTION	DATE	BY			

**CITY OF SACRAMENTO**  
 DEPARTMENT OF UTILITIES

DRAWN BY: R. JORDAN  
 DATE: JULY 2016

DESIGNED BY: S.S. WILLIAMS  
 R.C.E. NO. C31326 DATE: JULY 2016

CHECKED BY: B. GRANT  
 R.C.E. NO. C58964 DATE: JULY 2016



IMPROVEMENT PLANS FOR:  
**1395 35TH AVENUE**  
**CWTP FENCE PROJECT**  
**COVER SHEET**

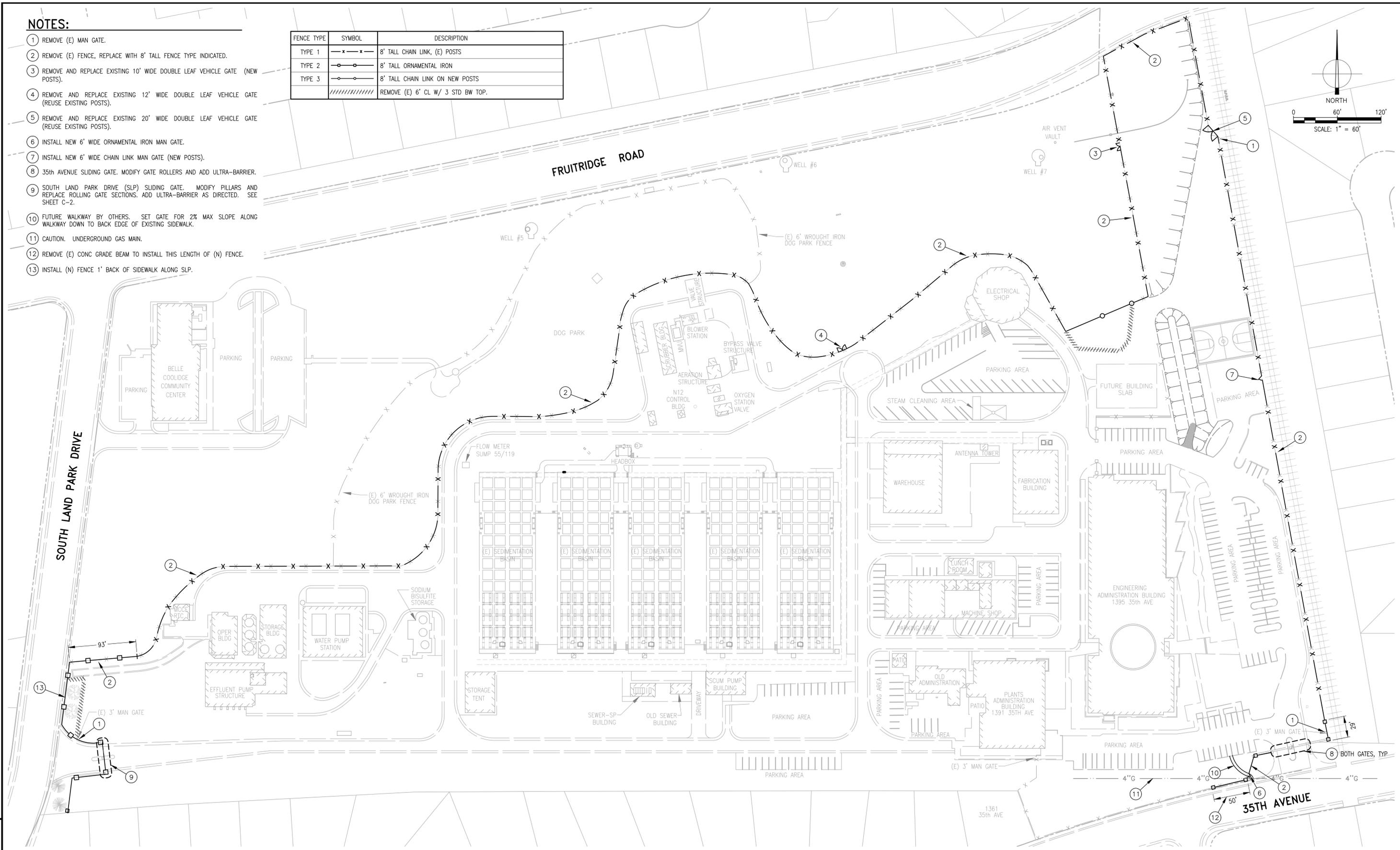
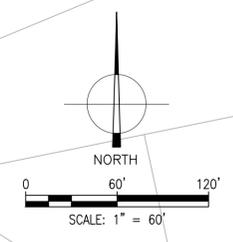
GIS GRID NO. M113/NN13  
 PN: X14131203

DWG. NO. **G-1**  
 SHEET **1** OF **3**

**NOTES:**

- 1 REMOVE (E) MAN GATE.
- 2 REMOVE (E) FENCE, REPLACE WITH 8' TALL FENCE TYPE INDICATED.
- 3 REMOVE AND REPLACE EXISTING 10' WIDE DOUBLE LEAF VEHICLE GATE (NEW POSTS).
- 4 REMOVE AND REPLACE EXISTING 12' WIDE DOUBLE LEAF VEHICLE GATE (REUSE EXISTING POSTS).
- 5 REMOVE AND REPLACE EXISTING 20' WIDE DOUBLE LEAF VEHICLE GATE (REUSE EXISTING POSTS).
- 6 INSTALL NEW 6' WIDE ORNAMENTAL IRON MAN GATE.
- 7 INSTALL NEW 6' WIDE CHAIN LINK MAN GATE (NEW POSTS).
- 8 35th AVENUE SLIDING GATE. MODIFY GATE ROLLERS AND ADD ULTRA-BARRIER.
- 9 SOUTH LAND PARK DRIVE (SLP) SLIDING GATE. MODIFY PILLARS AND REPLACE ROLLING GATE SECTIONS. ADD ULTRA-BARRIER AS DIRECTED. SEE SHEET C-2.
- 10 FUTURE WALKWAY BY OTHERS. SET GATE FOR 2% MAX SLOPE ALONG WALKWAY DOWN TO BACK EDGE OF EXISTING SIDEWALK.
- 11 CAUTION. UNDERGROUND GAS MAIN.
- 12 REMOVE (E) CONC GRADE BEAM TO INSTALL THIS LENGTH OF (N) FENCE.
- 13 INSTALL (N) FENCE 1' BACK OF SIDEWALK ALONG SLP.

FENCE TYPE	SYMBOL	DESCRIPTION
TYPE 1	— x — x —	8' TALL CHAIN LINK, (E) POSTS
TYPE 2	— o — o —	8' TALL ORNAMENTAL IRON
TYPE 3	— o — o —	8' TALL CHAIN LINK ON NEW POSTS
	//////	REMOVE (E) 6' CL W/ 3 STD BW TOP.



PN: X14131203  
 1395 35TH AVENUE FENCE PROJECT  
 R:\GIS\Projects\14131203\_1395 35th Ave\_Fence\_Project

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	FIELD BOOK
DESCRIPTION:		

SCALE:  
 H: 1"=60'  
 V: N/A  
 ON ORIGINAL SCALE  
 DRAWING ADJUST  
 SCALED DIMENSIONS  
 IF THIS DOES NOT  
 SCALE AT 1"

**CITY OF SACRAMENTO**  
DEPARTMENT OF UTILITIES

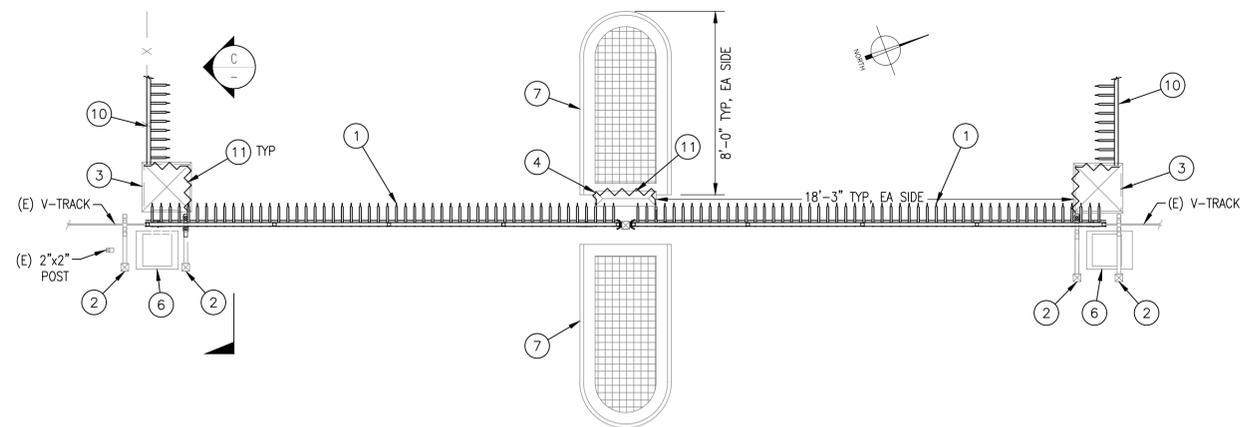
DRAWN BY: R. JORDAN	DESIGNED BY: S.S. WILLIAMS	CHECKED BY: B. GRANT
DATE: JULY 2016	R.C.E. NO. C31326 DATE: JULY 2016	R.C.E. NO. C58964 DATE: JULY 2016



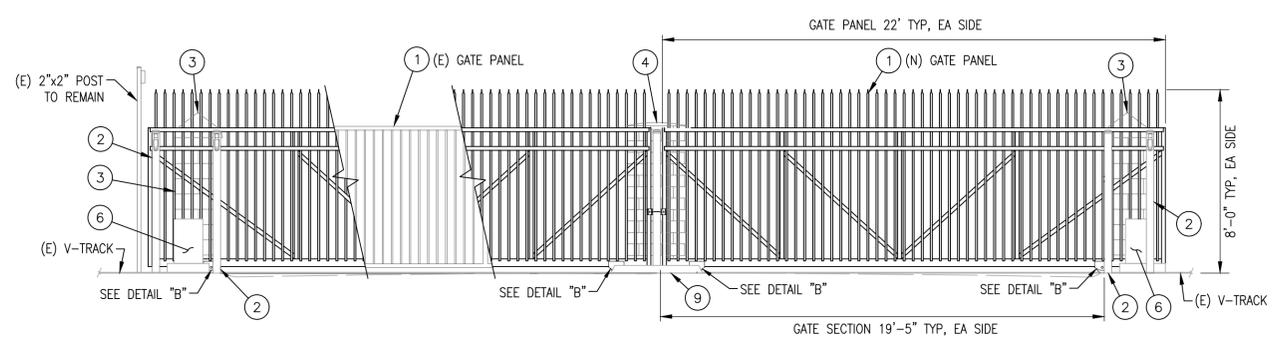
IMPROVEMENT PLANS FOR:  
**1395 35TH AVENUE**  
**CWTP FENCE PROJECT**  
**SITE PLAN**

GIS GRID NO. M113/NN13	DWG. NO. C-1
PN: X14131203	SHEET 2 OF 3

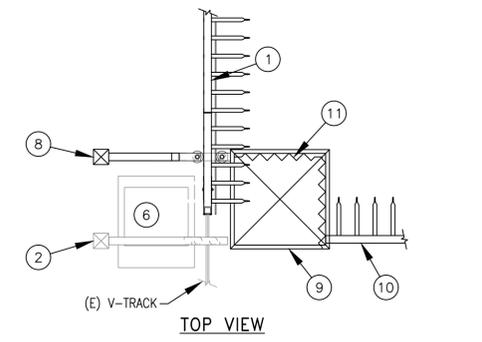
© 2017 Professional Engineer S.S. Williams, No. C31326, Exp. 12/31/16



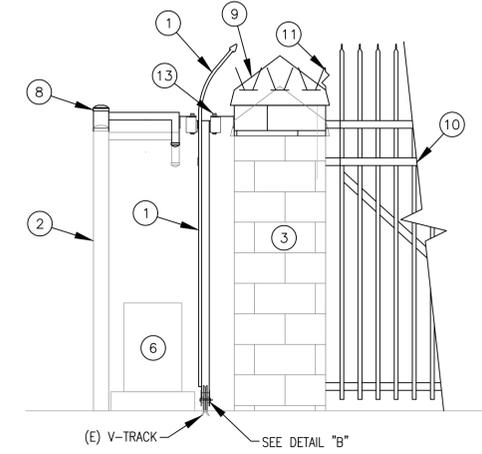
**(N) GATE - PLAN VIEW**  
SCALE: NTS



**(N) GATE - ELEVATION**  
SCALE: NTS



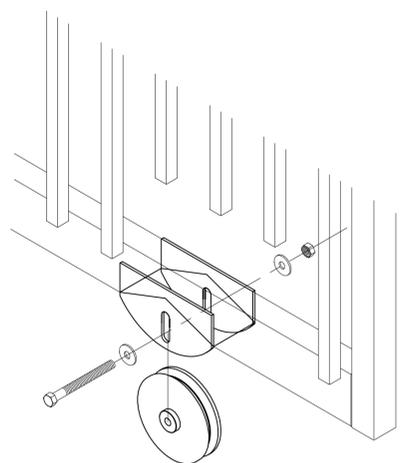
**TOP VIEW**



**SIDE VIEW**

**ELEVATION "C"**  
SCALE: NTS SEE (12)

- NOTES:**
- 1 REMOVE (E) 6' ROLLING GATE AND INSTALL 8' HIGH AMERISTAR PASSPORT II INDUSTRIAL ORNAMENTAL GATE.
  - 2 (E) 4" SQUARE POST, TOP AT ±74-1/2".
  - 3 (E) 2' x 2' x 71" TALL CMU PILLAR WITH, 26" x 24-1/2" x 9" x 3-3/4" CAP. RAISE AS REQUIRED.
  - 4 (E) 8" x 32" x 77" TALL CMU COLUMN.
  - 5 (E) 2" SQUARE TOP/BOTTOM/AND AT ENDS WITH 1/3" RD PTS.
  - 6 (E) ROLLING GATE MOTOR WITH FOUNDATION (DOORING MODEL #1915)
  - 7 (E) CURB ISLAND 44" TOP AND 48" BASE.
  - 8 RAISE (E) 4" SQUARE POST AS NECESSARY TO INSTALL ROLLERS.
  - 9 RAISE 2' x 2' CMU PILLAR APPROXIMATELY 8" TO INSTALL ROLLERS.
  - 10 (N) 8' TALL ORNAMENTAL IRON FENCE (TYPE 2).
  - 11 INSTALL (N) ULTRA-BARRIER SPIKE STRIPS ATOP CMU AS DIRECTED.
  - 12 SOUTHERN PILLAR SHOWN. SIMILAR BUT MIRRORRED APPEARANCE AT NORTHERN PILLAR.
  - 13 MOUNT (N) GATE ROLLERS TO PILLAR, TYP.



**DETAIL "B" (TWO WHEELS PER GATE SECTION)**  
SCALE: NTS

PN: X14131203 1395 35TH AVENUE FENCE PROJECT R:\GIS\GISD Projects\14131203\_1395 35th Ave\_Fence Project

PN: X14131203

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK DESCRIPTION:	ELEV. _____
FIELD BOOK	SCALE: _____
ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"	H: 1"=60'
	V: N/A

**CITY OF SACRAMENTO**  
DEPARTMENT OF UTILITIES

1" = 60'

DRAWN BY: R. JORDAN	DESIGNED BY: S.S. WILLIAMS	CHECKED BY: B. GRANT
DATE: JULY 2016	R.C.E. NO. C31326 DATE: JULY 2016	R.C.E. NO. C58964 DATE: JULY 2016



IMPROVEMENT PLANS FOR:  
**1395 35TH AVENUE**  
**CWTP FENCE PROJECT**  
**DETAILS**

GIS GRID NO. MM13/NN13 PN: X14131203	DWG. NO. <b>C-2</b>
	SHEET <b>3</b>
	OF <b>3</b>

# APPENDIX A

(Photos)



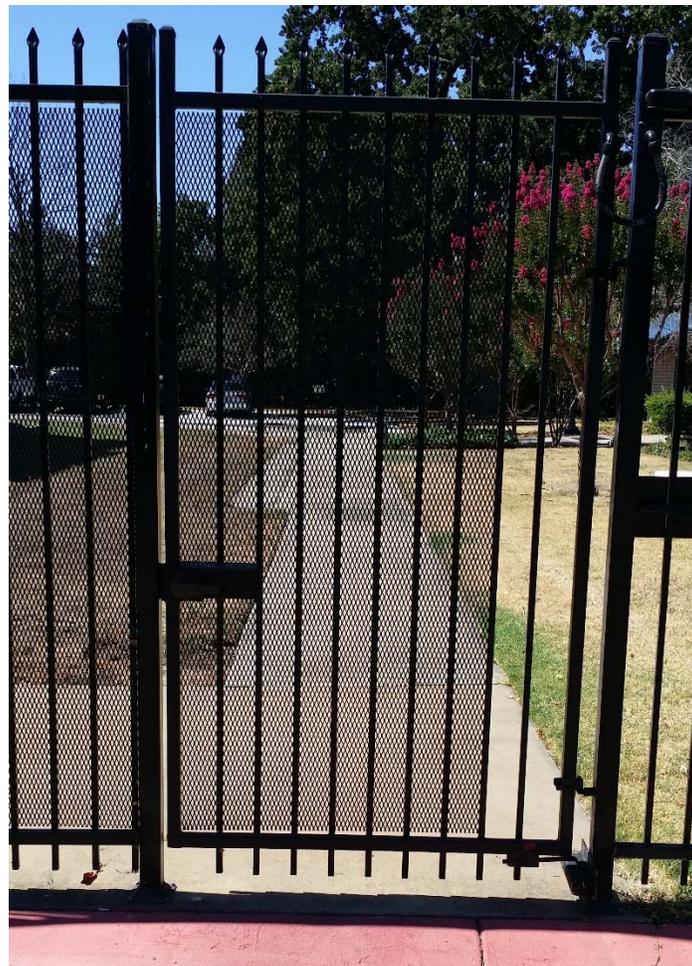
**Photo #1: 35<sup>th</sup> Ave Sliding Gate to be Modified**



**Photo #2: South Land Park Dr. (SLP) Sliding Gate to be Modified**



**Photo #3: Ornamental Iron Man Gate Concept Lock Installation**



**Photo #4: Ornamental Iron Man Gate Concept Lock Wire Mesh Screen**