Title: Plans and Specifications, Budgetary Adjustment, and Contract Award: Highway Safety Improvement Program (HSIP) Signal Head Replacement Project (T15165800) [Published for 10-Day Review 06/13/2019]

Location: District 4

Recommendation: Adopt a Resolution: 1) approving the Plans and Specifications for the Highway Safety Improvement Program (HSIP) Signal Head Replacement Project (T15165800); 2) authorizing the City Manager or the City Manager's designee to increase the revenue and expense budgets in the HSIP Signal Head Replacement Project (T15165800) by $2,627,600 (Federal Capital Grants, Fund 3703) in HSIP funding; 3) awarding the construction contract for the HSIP Signal Head Replacement Project (T15165800) to St. Francis Electric in an amount not to exceed $2,304,484; and 4) authorizing the City Manager or the City Manager's designee to execute the construction contract for the HSIP Signal Head Replacement Project (T15165800).

Contact: Adam Randolph, Senior Engineer (916) 808-7803; Judy Matsui-Drury, Supervising Engineer (916) 808-7610; Nader Kamal, Interim Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-Resolution
3-Plans and Specifications
4-Construction Contract
Description/Analysis

Issue Detail: City staff applied for a Federal Highway Safety Improvement Program (HSIP) Cycle 7 grant to implement safety improvements within the City. The HSIP Signal Head Replacement Project (T15165800) will replace existing 8" traffic signal displays with 12" displays and replace existing pedestrian signal displays with count-down pedestrian signal displays at approximately 191 signalized intersections in downtown/midtown. The 12" displays improve signal visibility to drivers improving safety and compliance. The count-down pedestrian signal displays improve crosswalk compliance, reduce pedestrian/vehicle conflicts, and improve intersection efficiency. In addition, the project will install emergency vehicle pre-emption (EVP) systems in the 29th Street and 30th Street corridors within the downtown area.

Final design plans, specifications, and estimate (PS&E) for the HSIP Signal Head Replacement Project were completed. The project is funded with HSIP funds in addition to local transportation funds. The project was previously authorized $515,500 in federal HSIP funding for preliminary engineering. The City received California Department of Transportation (Caltrans) authorization to appropriate $2,627,600 of construction funding on March 27, 2019.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.60, City Code Chapter 4.04, and the Sacramento City Council Rules of Procedure, Chapter 7, Section E.2.d, which require additional posting time for contracts greater than $1 million. This contract was published for 10-day review on June 13, 2019 as required.

Economic Impacts: This project is expected to create 9.22 total jobs (5.3 direct jobs and 3.92 jobs through indirect and induced activities) and create $1,422,869 in total economic output ($896,845 of direct output and another $526,024 of output through indirect and induced activities).

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

Environmental Considerations:

California Environmental Quality Act (CEQA): The City of Sacramento, Environmental Planning Services has reviewed the proposed project and determined that it is exempt from the provisions of CEQA. Pursuant to CEQA Guidelines, projects
that consist of the operation, repair and minor alteration of existing public facilities, mechanical equipment, and topographical features including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (15301(c)); and projects that consist of the replacement and reconstruction of existing structures and facilities (signal heads) 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, are exempt from the provisions of CEQA.

In accordance with CEQA, the City performed a staff review of the CEQA compliance and approved the project with a notice of exemption in May 2017. Caltrans is the delegated lead agency for the environmental review per the National Environmentally Policy Act (NEPA). Caltrans staff reviewed the project and determined that this project as a traffic operations improvement has no significant impacts on the environmental as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). Caltrans issued the determination in May of 2017.

**Sustainability:** The project is consistent with the City’s Master Plan goals to improve pedestrian safety at appropriate intersections by providing safe pedestrian crossings and key policies to improving traffic flow and associated fuel economy of vehicles traveling on City streets by ensuring that signal timing considers safe and efficient travel for all modes.

**Commission/Committee Action:** None

**Rationale for Recommendation:** The HSIP Signal Head Replacement Project (T15165800) will replace existing 8” traffic signal displays with 12” displays and replace existing pedestrian signal displays with countdown pedestrian signal displays at approximately 191 signalized intersections in downtown/midtown.

The project was advertised for construction and a total of two bids were received on May 1, 2019. The results of the bids are summarized below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid</th>
<th>DBE (10% Min)</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Francis Electric</td>
<td>$2,304,483.50</td>
<td>11.3%</td>
</tr>
<tr>
<td>M&amp;M Electric</td>
<td>$2,583,224.00</td>
<td>100%</td>
</tr>
</tbody>
</table>

The engineer’s Estimate was $2,200,000.

All bidders met all required bid conditions. Staff recommends that the construction contract be awarded to the lowest responsive and responsible bidder, St. Francis Electric.
Construction is anticipated to begin June 2019 and be completed February 2020.

**Financial Considerations:** The estimated total cost to complete design, right-of-way, and construction activities for the HSIP Signal Head Replacement Project (T15165800) is $3,438,951. Upon receiving $2,627,600 (Federal Capital Grants, Fund 3703) in federal HSIP funds the total budget for the HSIP Signal Head Replacement (T15165800) will be $3,438,951. Upon approval of the appropriation there will be sufficient funding to award the construction contract to St. Francis Electric for an amount not to exceed $2,304,484. There are no General Funds planned or allocated for this project.

**Local Business Enterprise (LBE):** The contract with St. Francis Electric is a federally funded contract and as a result Disadvantaged Business Enterprise (DBE) project participation requirements apply. LBE rules are held in abeyance. The contract award will comply with all federal DBE participation requirements. St. Francis Electric has pledged 11.3% DBE project participation, meeting the 10.0% DBE goal set for this contract.
RESOLUTION NO. 2019-

Adopted by the Sacramento City Council

Plans and Specifications, Budgetary Adjustment, and Contract Award: Highway Safety Improvement Program Signal Head Replacement Project (T15165800)

BACKGROUND

A. City staff applied for a Federal Highway Safety Improvement Program (HSIP) Cycle 7 grant to implement safety improvements within the City. The HSIP Signal Head Replacement Project would replace existing 8” traffic signal displays with 12” displays and replace existing pedestrian signal displays with count-down pedestrian signal displays at approximately 191 signalized intersections in downtown/midtown. In addition, the project would install emergency vehicle pre-emption (EVP) systems in the 29th Street and 30th Street corridors within the downtown area.

B. The City’s HSIP grant application was successful and HSIP funds in the amount of $3,143,100 were awarded for the design and construction phases of the HSIP Signal Head Replacement Project (T15165800).

C. Final design plans, specifications, and estimate (PS&E) for the HSIP Signal Head Replacement Project (T15165800) were completed.

D. The HSIP Signal Head Replacement Project (T15165800) is funded with HSIP funds in addition to local transportation funds. The project was previously authorized $515,500 in federal HSIP funding for preliminary engineering. The City received Caltrans authorization to appropriate $2,627,600 of construction funding on March 27, 2019.

E. The construction contract was advertised and a total of two bids were received on May 1, 2019. The results of the bids are summarized below:

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The engineer’s Estimate was $2,200,000. All bidders met all required bid conditions. Staff recommends that the construction contract be awarded to the lowest responsive and responsible bidder, St. Francis Electric.
BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Plans and Specifications for the HSIP Signal Head Replacement Project (T15165800) are approved.

Section 2. The City Manager or the City Manager’s designee is authorized to increase the revenue and expense budgets in the HSIP Signal Head Replacement Project (T15165800) by $2,627,600 (Federal Capital Grants, Fund 3703) in HSIP funding.

Section 3. The construction contract for the HSIP Signal Head Replacement Project (T15165800) is awarded to St. Francis Electric in an amount not to exceed $2,304,484.

Section 4. The City Manager or the City Manager’s designee is authorized to execute the construction contract for the HSIP Signal Head Replacement Project (T15165800).
CONSTRUCTION WORK TO INCLUDE:

A. VEHICLE AND PEDESTRIAN DISPLAY REPLACEMENT WORK: SHEETS E-1 THRU E-3

B. GPS EV INSTALLATION, TRAFFIC SIGNAL CABINET, AND OTHER TRAFFIC SIGNAL MODIFICATION WORK: SHEETS E-4 THRU E-8

DESCRIPTION OF TABLE

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<tr>
<td>Pedestrian Signal</td>
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<tr>
<td>HSIP Vehicle Signal</td>
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<tr>
<td>HSIP Pedestrian Signal</td>
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TOTAL NUMBER OF NEW OR VEHICLE SIGNAL DISPLAYS IN EACH CATEGORY TO BE INCLUDED IN THE PROJECT.

TOTAL NUMBER OF HSIP TRAFFIC SIGNAL DISPLAY REPLACEMENTS AS IDENTIFIED IN THE PROJECT.

CONSTRUCTION WORK TO INCLUDE:

A. VEHICLE AND PEDESTRIAN DISPLAY REPLACEMENT WORK: SHEETS E-1 THRU E-3
<table>
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Notes:
1. Replace existing родо St. with new Preemption Display. Provide new conductions.
2. Remove Conduit and Mounting.
3. Replace Conduit and Mounting.
4. Remove Conduit and Mounting.
5. Remove Conduit and Mounting.
6. Replace Conduit and Mounting.
CONSTRUCTION NOTES:

- GPS EV installation, traffic signal cabinet, and other traffic signal modification work: sheets E-4 thru E-8

- GPS EV radio unit mounting configurations

- Construction to proceed and install GPS radio units on existing cabinets as needed in plans; traffic signals and improving.

- GPS EV radio units shall be installed on existing cabinets and

- Identify from existing cabinet panel to GPS radio unit.

- Ensure existing pipe size and length for all GPS EV radio units.

- Traffic signal cabinet and other traffic signal modifications.

- Traffic signal display replacements project (T15165800)

- GPS EV radio units shall be installed on existing cabinets and

- Ensure all construction and design are consistent with all final drawings.
SPECIAL PROVISIONS
NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
FOR
HSIP SIGNAL HEAD REPLACEMENT
IN
CITY OF SACRAMENTO
FEDERAL AID PROJECT NO: HSIPL-5002(185)
CITY PROJECT NO: T15165800
Bid #B19151131025


For Pre-Bid Information Call:
John Matoba, Project Manager
TEL: (916) 808-7891
FAX: (916) 808-7903
jmatoba@cityofsacramento.org

Bids to be received before
May 1, 2019, 2:00PM
5th Floor, New City Hall
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:
New City Hall
915 I Street
April 17, 2019, 10:00A.M.
Conference Room 2105
Sacramento, CA 95814

Engineer’s Construction Estimate: $2,200,000  Construction Time: 120 Working Days
Contractor's License Detail for License # 1003811

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

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

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

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

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

Data current as of 5/3/2019 8:32:25 AM

Business Information
ST FRANCIS ELECTRIC LLC
P O BOX 2057
SAN LEANDRO, CA 94577
Business Phone Number:(510) 639-0639

Entity: Ltd Liability
Issue Date: 05/19/2015
Expire Date: 05/31/2021

License Status

This license is current and active.
All information below should be reviewed.

Additional Status

There is Complaint Disclosure information for this license.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C10 - ELECTRICAL

Bonding Information
### Contractor's Bond

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<tr>
<th>Description</th>
<th>Details</th>
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<tr>
<td>Contractor's Bond</td>
<td>The Guarantee Company of North America USA.</td>
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<tr>
<td>Bond Number</td>
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<td>Bond Amount</td>
<td>$15,000</td>
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<td>Effective Date</td>
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### LLC Employee/Worker Bond

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### Bond of Qualifying Individual

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<td>Effective Date</td>
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### Workers' Compensation

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<td>Workers' Compensation</td>
<td>The National Union Fire Insurance Company of Pittsburgh, PA.</td>
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### Liability Insurance Information

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### Other

Personnel listed on this license (current or disassociated) are listed on other licenses.
ALERT: June 11, 2018: Entities registering in SAM must submit a **notarized letter** appointing their authorized Entity Administrator. Read our **updated FAQs** to learn more about changes to the notarized letter review process and other system improvements.

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/11/2019, from 8:00 AM to 1:00 PM (EDT).

ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Entity Dashboard

- **St Francis Electric, LLC**
  - DUNS: 079661537
  - CAGE Code: 7ZTV3
  - Status: Active
  - Expiration Date: 11/06/2019
  - Purpose of Registration: All Awards
  - 975 Carden St
  - San Leandro, CA, 94577-1102
  - UNITED STATES

Entity Registration Summary

- Name: St Francis Electric, LLC
- Business Type: Business or Organization
- Last Updated By: Guy Smith
- Registration Status: Active
- Activation Date: 11/06/2018
- Expiration Date: 11/06/2019

Exclusion Summary

- Active Exclusion Records? No
Important Special Notice

Bidders are advised that, as required by federal law, the City of Sacramento is implementing new Disadvantaged Business Enterprise (DBE) requirements. Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Subcontractor and DBE Records" of these Special Provisions cover the DBE requirements.
PRE-BID MEETING

All bidders are encouraged, but not required, to attend the pre-bid conference. At this meeting, requirements pertaining to “Disadvantaged Business Enterprise” (DBE) Program will be reviewed and any questions pertaining to the project will be answered. This meeting is also to inform DBEs of subcontracting and material supply opportunities.

The conference will be held on APRIL 17, 2019 10:00AM at:

New Sacramento City Hall
915 I Street, 1st Floor
Conference Room 2105
Sacramento, CA 95814

For information regarding the DBE Program, contact Jose Ledesma at jledesma@cityofsacramento.org

DBE GOAL FOR THIS PROJECT IS SET AT 10%.
CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

FEDERAL AID PROJECT NO.: HSIPL-5002(185)

CITY CONTRACT NO.: T15165800

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

HSIP SIGNAL HEAD REPLACEMENT

(PN: T15165800)

will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, 915 I Street (New City Hall), 5th Floor, up to the hour of 2:00 P.M., Wednesday May 1, 2019 and will be publicly opened and read at 2:00 P.M., or as soon thereafter as business allows, in Hearing Room on 2nd Floor, 915 I Street (Historic City Hall).

General Work Description:
The work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material for the replacement of vehicle and pedestrian displays and traffic signal modifications as indicated in these Special Provisions and Plan Sheets.

THIS PROJECT IS SUBJECT TO THE “BUY AMERICA” PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY MAP-21.

The Contractor shall possess a license or a combination of classes required by the categories and type of work included in this contract at the time this contract is awarded.

Bids are required for the entire work described herein. This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to the Government Code Section 12990.

All such proposals received and any work performed thereunder must comply with the requirements of Title 3 of the Sacramento City Code.

Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3)
contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Contract Manager, or from the City Clerk, located at 5th Floor, New City Hall, 915 I Street, Sacramento, CA 95814.

Plans, Specifications, and copies of the Sealed Proposal Forms and accompanying documents for bidding this project can only be obtained at Planet Bids:

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

Bids must be submitted on printed forms supplied in the Contract Documents. Bids must be enclosed in an envelope marked:

SEALIED PROPOSAL AND BIDS
FOR
HSIP SIGNAL HEAD REPLACEMENT
(PN: T15165800)

Technical questions should be directed to the Department of Public Works-Engineering Services Division, to the attention of the Project Manager, John Matoba, 915 I Street, Room 2000, Sacramento, California, 95814, at jmatoba@cityofsacramento.org telephone (916) 808-7891.

The successful bidder shall furnish a payment bond and a performance bond for 100% of the contract amount.

The City of Sacramento hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations’ Internet web site at http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the project specifications and contract documents. If there is a difference between the minimum wage rates predetermined by the
Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Monday through Friday, between 8:00am and 5:00pm, Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

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

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 shall be rejected as non-responsive; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, shall be rejected as non-responsive, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

HSIP SIGNAL HEAD REPLACEMENT

Federal Aid Project No.: HSIPL-5002(185)
City Project No.: T15165800

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEERS:

Electrical:

John Matoba, Registered Electrical Engineer
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SPECIAL PROVISIONS
FOR
HSIP SIGNAL HEAD REPLACEMENT

Federal Aid Project No.: HSIPL-5002(185)
City Project No.: T15165800

SECTION NO. 1 - SPECIFICATIONS AND PLANS

The contract shall be administered in accordance with Sections 1 through 8 of the City Standard Specifications for Public Construction, City of Sacramento, dated June 2007 and all issued addendums. The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the City Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications for the items of work referenced.

In case of conflict in the technical provisions or requirements, the following order of precedence shall govern:

A. Special Provisions
B. Contract Plans
C. City Standard Specifications
D. State Standard Specifications
E. Other referenced specifications
F. State Standard Plans

DEFINITIONS AND TERMS

Whenever in the City Standard Specification, State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

As used herein, unless the context otherwise requires, the following terms have the following meaning:

Department or Department of Public Works: The City of Sacramento, Department of Public Works.

Director or Director of Transportation: Director of Public Works, City of Sacramento.

Engineer: The Director of Public Works of the City of Sacramento, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

State or State of California: The City of Sacramento.

Transportation Building Sacramento: City Hall, City of Sacramento, State of California.

State Highway Engineer: The Director of Public Works of the City of Sacramento, State of California.


Attorney General: City Attorney, City of Sacramento
SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 GENERAL
The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of these Contract Specifications for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall have listed therein the portion of the work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2.2 LOCAL HIRE AND COMMUNITY WORKFORCE TRAINING REQUIREMENTS
The selected Contractor shall comply with the requirements of the City’s Local Hire and Community Workforce Training Program and the City’s Community Workforce Training Agreement (CWTA), attached to this solicitation as Exhibit A. While a summary of the CWTA requirements is provided in Exhibit A, by submitting a bid, Contractor is acknowledging that it has read and understands all the requirements, terms, and conditions of the complete CWTA attached, and has included all costs associated with compliance with the CWTA in its bid.

The selected Contractor must execute Addendum A to the CWTA (“Agreement to be Bound”) and provide an executed original to the City before a Notice to Proceed will be issued. Contractor must also include the provisions of this section in every subcontract for Work covered by the CWTA. No subcontractor for Work covered by the CWTA may perform Work prior to executing Addendum A and providing the executed original to the City. By submitting a bid, Contractor is representing that it will execute the Agreement to be Bound if selected.

2.3 FEDERAL LOBBYING RESTRICTIONS
Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.
A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Exhibit 10-Q, “Disclosure of Lobbying Activities,” with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.4 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency specifies a goal of 10% for this project.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.
All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. **DBE Commitment Submittal**

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE’s quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. **Good Faith Efforts Submittal**

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.
Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. *Exhibit 15-G - Construction Contract DBE Commitment (CT Std Spec 3-1.12)*

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.
Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.

**d. Subcontractor and Disadvantaged Business Enterprise**

Use each DBE subcontractor as listed on Exhibit 12-B *Bidding's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

**e. Performance of Disadvantaged Business Enterprises**

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution. Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Construction Contract DBE Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.
SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT

3.1 GENERAL
The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the City Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: City of Sacramento, City Clerk’s Office, New City Hall, 915 I St, 5th Floor, Sacramento, CA 95814

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 15 calendar days after award of contract by City. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Jose Ledesma, City of Sacramento, Department of Public Works, 915 I Street, Room 2000 Sacramento, CA 95814.

3.2 BID OPENING
The Agency publicly opens and reads bids at the time and place shown on the Notice to Bidders.

3.3 BID RIGGING
The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

3.4 CONTRACT AWARD
If the Agency awards the contract, the award is made to the lowest responsive and responsible bidder.

3.5 CONTRACTOR LICENSE
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

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

3.6 CHANGED CONDITIONS
   a. Differing Site Conditions
      1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
      
      2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
      
      3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

   b. Suspensions of Work Ordered by the Engineer
      1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
      
      2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
      
      3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
      
      4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for
which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SECTION NO. 4 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The time limit for the completion of all items of work is ONE HUNDRED AND TWENTY (120) WORKING DAYS, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall begin work within 15 calendar days of said date.

At its sole discretion, the City will grant non-working days for the time period to acquire critical materials for the project, such as traffic signal cabinets assemblies and displays. Contractor shall submit a written request for such non-working days, supported by supplier’s documentations that specify material delivery schedule and quantities. Said non-working days, if granted, shall be
issued in writing by the City Engineer to the Contractor. Contractor shall ensure material acquisition per Section 9.2 ORDER OF WORK, and shall incorporate material delivery schedule into work schedule per Section 9.10 PROEJCT SCHEDULE.

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

Per the requirements of the California Department of Transportation Local Assistance Procedures Manual, if said work is not completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of TWO THOUSAND - SEVEN HUNDRED AND FIFTY DOLLARS ($2,750) as liquidated damages for each calendar day delay in finishing the work and final acceptance of the work by the City.

SECTION NO. 5 - GENERAL

5.1 FEMALE AND MINORITY GOALS
To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

<table>
<thead>
<tr>
<th>Economic Area</th>
<th>Goal (Percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama</td>
<td>6.8</td>
</tr>
<tr>
<td>Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity</td>
<td>6.6</td>
</tr>
<tr>
<td>San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito</td>
<td>28.9 25.6 19.6 14.9 9.1 17.1 23.2</td>
</tr>
</tbody>
</table>
| 177 | Sacramento, CA:  
  SMSA Counties:  
  6920 Sacramento, CA  
  CA Placer; CA Sacramento; CA Yolo  
  Non SMSA Counties  
  CA Butte; CA Colusa; CA El Dorado, CA Glenn; CA Nevada, CA Sierra; CA Sutter; CA Yuba | 16.1 |
| 178 | Stockton-Modesto, CA:  
  SMSA Counties:  
  5170 Modesto, CA  
  CA Stanislaus  
  8120 Stockton, CA  
  CA San Joaquin  
  Non-SMSA Counties  
  CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne | 12.3 |
| 179 | Fresno-Bakersfield, CA  
  SMSA Counties:  
  0680 Bakersfield, CA  
  CA Kern  
  2840 Fresno, CA  
  CA Fresno  
  Non-SMSA Counties:  
  CA Kings; CA Madera; CA Tulare | 19.1 |
| 180 | Los Angeles, CA:  
  SMSA Counties:  
  0360 Anaheim-Santa Ana-Garden Grove, CA  
  CA Orange  
  4480 Los Angeles-Long Beach, CA  
  CA Los Angeles  
  6000 Oxnard-Simi Valley-Ventura, CA  
  CA Ventura  
  6780 Riverside-San Bernardino-Ontario, CA  
  CA Riverside; CA San Bernardino  
  7480 Santa Barbara-Santa Maria-Lompoc, CA  
  CA Santa Barbara  
  Non-SMSA Counties  
  CA Inyo; CA Mono; CA San Luis Obispo | 11.9 |
| 181 | San Diego, CA:  
  SMSA Counties:  
  7320 San Diego, CA  
  CA San Diego  
  Non-SMSA Counties  
  CA Imperial | 16.9 |

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

5.2 NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM**

**(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02(2), "Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.
5.3 PREVAILING WAGE

Attention is directed to Section 7-1.02K(2), "Wages," of the State Standard Specifications.

The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Sacramento. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Payment of prevailing wage must be documented through submission of certified payroll records for the prime contractor and lower tier subcontractors.

Electronic Web submittal of Labor Compliance Reports began effective May 1, 2007.

Each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal will be a web-based system. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

5.4 PUBLIC SAFETY AND CONVENIENCE

The Contractor's attention is directed to Sections 6-6 of the City Standard Specifications. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Sections 7-1.03 "Public Convenience and 71.04, "Public Safety," of the State Standard Specifications and these special provisions.

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

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

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

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

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

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

A. Excavations. – The near edge of the excavation is 12 feet or less from the edge of the lane, except:
   1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
   2. Excavations less than 1 foot deep.
   3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
   4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
   5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
   6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles. – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas. – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.
The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety and Convenience" and in Section 7-1.04, "Public Safety," of the State Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 123.08, "Type K Temporary Railing," of the State Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2010 State Standard Plans T3A and T3B, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B1130 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in Section 12-3.15, "Temporary Crash Cushion Module," of the State Standard Specifications.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5.5 BUY AMERICA REQUIREMENTS

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.
Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

5.6 QUALITY ASSURANCE
The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

The Contractor may examine the records and reports of tests that Agency performs if they are available at the job site.

The Contractor shall schedule his/her work to allow time for QAP.

5.7 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES
When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the State Standard Specifications.

5.8 SUBCONTRACTOR AND DBE RECORDS
Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of contract acceptance. The Agency withholds $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

5.9 SUBCONTRACTING
No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Sacramento may exercise the remedies provided under Pub Cont Code § 4110. The City of Sacramento may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.
Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 12 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS
A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5.11 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS
The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.12 PAYMENTS
Attention is directed to Section 8, “Measurement and Payment” of the City Standard Specifications and these special provisions.

After acceptance of the contract pursuant to the provisions in Section 8 of the City Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.:
5.13 FEDERAL TRAINING PROGRAM

For the Federal training program, the number of trainees or apprentices is § for the HSIP Traffic Signal Display Replacement Project.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved. You have primary responsibility for meeting this training requirement. If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training. Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Sacramento:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of Sacramento’s approval for this submitted information before you start work. The City of Sacramento credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Sacramento and FHWA approves a program if one of the following is met:

1. It is calculated to:
a) Meet the your equal employment opportunity responsibilities
b) Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Sacramento reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   a) Contribute to the cost of the training
   b) Provide the instruction to the apprentice or trainee
   c) Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

5.14 TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
(2) **Nondiscrimination**: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of CONTRACTOR’s noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions**: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**5.15 USE OF UNITED STATES-FLAG VESSELS**

The CONTRACTOR agrees-
1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SECTION NO. 6 - (BLANK)

SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE

7.1 WORKER'S COMPENSATION
Full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least $1,000,000 for any one person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

7.2 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE
Contractor must provide sufficient broad coverage to include:

- Comprehensive Auto and General Liability Insurance
- Products and Completed Operation Liability
- Broad Form Property Damage Liability
- Contractual Liability
- Personal Injury Liability

The amount of the policy shall be no less than $1,000,000 Single Limit per occurrence, insured by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be Named Insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by City or other named Insured will be called on to contribute to a loss covered thereunder.
7.3 CERTIFICATE OF INSURANCE
Contractor shall have City's standard Certificate of Insurance completed and filed with the Department of Public Works prior to the execution of the execution of this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) calendar days written notice prior to the effective date of such cancellation or change in coverage.

7.4 WORKER'S COMPENSATION CERTIFICATE
Contractor shall have this certification completed and filed with the Department of Public Works prior to the execution of the Agreement.

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

7.5 FAILURE TO MAINTAIN INSURANCE
If at any time during the performance of this Contract the Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the Division of Risk Management of the City of Sacramento.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

SECTION NO. 8 - MATERIALS (BLANK)
SECTION NO. 9 - GENERAL REQUIREMENTS

9.1 SCOPE AND LOCATION OF WORK
The work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material as indicated in these Special Provisions and Plan Sheets.

9.2 ORDER OF WORK
Attention is directed toward City Standard Specifications sections 6-10 “Traffic Control Requirements” and 23-6 “General Requirements” for additional information on working hours restrictions, closure and access requirements.

Contractor shall order all materials as the first order of work and provide submittals and documentation.

Contractor shall provide a traffic control plan for review and approval by the City.

Contractor shall provide a schedule for work to be accomplished. Contractor is not permitted to start work until the schedule is approved by the City.

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

9.4 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS
No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to John Matoba of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-7891, FAX (916) 808-7903 or jmatoba@cityofsacramento.org.

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

9.5 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET
The Contractor and its subcontractors must not use 28th Street south of E Street as part of any haul route to and from the Bell Marine Co., Inc./Harbor Sand and Gravel located at 200 28th
Street. Acceptable routes to and from the facility are as follows:

To enter facility:

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

To exit facility:

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

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

9.6 CERTIFICATE OF COMPLIANCE

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

9.7 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.02C “Final Pay Item Quantities” of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

9.8 EQUIPMENT TO BE SUPPLIED

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

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

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

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City’s operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof.

The Contractor shall schedule and attend weekly coordination meetings to be attended by the City project manager, inspector, and other stakeholders as appropriate to discuss currently proposed work.

1. At a minimum the Contractor shall coordinate his operations with the following:

- **City Traffic Signal and Street Lighting Maintenance Shop**
  Contractor shall notify Brad Stevenson, a minimum of five (5) working days before any electrical work begins at 808-6635 and via email at bstevenson@cityofsacramento.org. The contractor shall notify the Engineer of, and copy the Engineer on, any coordination with the City Traffic Signal and Street Lighting Maintenance Shop. This requirement includes notification of Pre-Turn-On Meetings and signal or lighting activation activities.

- **Pacific Gas & Electric Company (PG&E)**
  Contractor shall notify Tee Lin, a minimum of ten (10) working days before any work begins which is around PG&E facilities, or requires adjustment to grade of PG&E facilities, at (925)683-8779 and via email at T2L2@pge.com. The contractor shall notify the Engineer of, and copy the Engineer on, any coordination with PG&E.

- **City Traffic Operations Center**
  Contractor shall notify Ryan Billeci, a minimum of five (5) working days before any electrical work begins at 808-6796 and via email at sbennett@cityofsacramento.org. The contractor shall notify the Engineer of, and copy the Engineer on, any coordination with the City Traffic Operations Center. This requirement includes notification of Pre-Turn-On Meetings and signal or lighting activation activities.

- **Sacramento Regional Transit (SRT)**
  Contractor shall notify William Welch, Transportation Superintendent at 916-321-2895, cell 916-869-8458, email bwelch@sacrt.com; and Bryon Lashley, Transportation Superintendent, 916-321-2896, cell 916-869-1853, email blashley@sacrt.com a minimum of five (5) working days prior to any work within the SRT station entryway.

- **Underground Service Alert**
  Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.

- **Sacramento Municipal Utility District (SMUD)**
  Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least 1 month before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.
The cost of all necessary coordination shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

9.10 PROJECT SCHEDULING

The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 5 days of the Engineer's written request at any other time. The Contractor shall prepare the schedule using Microsoft Project, Primavera or approved equal and submit as a PDF or hard copy for review.

The progress schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start the features of the work and the contemplated dates for completion of the work. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract. The contractor shall perform work in the sequence indicated on the current approved schedule.

Each schedule must show:

1. Calculations using critical path method to determine controlling activities.
2. Duration activities less than 20 working days.
3. Each required constraint. Constraints other than those required by the special provisions may be included only if authorized.

The contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

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

The Engineer's review and acceptance of schedules does not waive any contract requirements and does not relieve the contractor of any obligation or responsibility for submitting complete and accurate information. Correct rejected schedules and resubmit them within 5 working days of notification by the Engineer.

Errors or omissions on schedules do not relieve the contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either the contractor or the Engineer discover that any aspect of the schedule has an error or omission, the contractor must correct it on the next updated schedule.

In addition to the overall project schedule discussed above, the Contractor must prepare three-week "look ahead" schedules for weekly coordination meetings so upcoming work activities can be coordinated with City staff and project stakeholders.

Full compensation for preparing, furnishing, and updating schedules is considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.
9.11 PROTECTION OF EXISTING IMPROVEMENTS

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

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

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

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

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

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

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

No compensation will be paid to the Contractor for the maintenance and protection of existing utilities and facilities. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

9.12 POTHOLING EXISTING UTILITIES

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

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

The Contractor shall perform potholing where potential conflicts exist between existing facilities identified through USA in the field and the proposed improvements. In the event existing and proposed facilities are found to be in conflict after potholing, the Engineer reserves the right to change the alignment and grade of the proposed improvements. The Contractor shall not
commence work on the proposed improvements until the Engineer gives the Contractor clearance to proceed with the proposed improvements.

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

A total of two (2) non-consecutive working days shall be planned for in the Contractor's schedule for potholing work. The Contractor shall schedule the work such that potholing does not affect any critical path activities. No contract working day extensions shall be granted to the Contractor for potholing work.

Backfilling of potholing excavations shall be per Sections 13-4 and 14-3 of the Standard Specifications. The cost for backfilling and street surface restoration shall be included in the price bid for the various items of work involved and no additional compensation shall be made. Surface restoration in paved areas not planned to be reconstructed with this project shall match the existing pavement section and be a minimum of 8" AC per Standard Drawing No. T-80.

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

Payment for potholing shall be included in the cost of various other items of work and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in potholing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

9.13 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

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

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

9.14 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

The contractor's attention is directed to Sections 6 and 7 of the Standard Specifications. Contractor shall prepare and implement traffic control plan and a detour plan. This work shall be included in the work of various line items, and no additional compensation will be provided to the Contractor therefor. No work will be allowed if the Contractor does not adhere to these traffic control plan.
Contactor shall be solely responsible for furnishing, installing and maintaining all warning signs and devices necessary to safeguard the general public and the work and for providing proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and shall not be limited to working hours. The use of flaggers, barricades and construction signing shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (M.U.T.C.D).

The Contractor shall erect such warning and directional signs to safely expedite the passage of public traffic through or around the Work and the approaches.

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. Revisions to the plan shall be submitted three working days prior to related work. A copy of the Traffic Control Plan and Detour Plan shall be available on site at all times. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

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

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

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs. The contractor must place Portable Changeable Message Signs in all directions of construction work to notify the traveling public of work. Comply with Section 12-3.12 "Portable Changeable Message Signs," of the State Standard Specifications. Upon request, submit a Certificate of Compliance for each portable changeable message sign in accordance with Section 6-3.05E, "Certificates of Compliance," of the State Standard Specifications. Comply with the manufacturer's operating instructions for portable changeable message sign. Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. Only display the message as directed by the Engineer or specified in these special provisions. The message shall warn passing motorists, cyclists, and pedestrians of the planned road work and provide work dates. The text of the message displayed on portable changeable message sign must not scroll or travel horizontally or vertically across the face of the message panel. Continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase. If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be a minimum 18-inch character height. If useable shoulder area is less than 15 feet wide, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way. The contractor must immediately comply with the Engineer's request to modify the displayed message. Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. Unless placed in on-street parking, use traffic control for shoulder closure to delineate portable changeable message sign. Changeable message signs
shall be placed where approved by the Engineer. The message on the changeable message sign shall be approved in writing by the Engineer two days prior to installment on the roadway. If the Contractor fails to install changeable message signs per these guidelines, the Contractor shall pay $1,000 per day per street as an administrative penalty for Violation of Repair of Traffic Control Systems per Section 12.20.050 of the City Code, for each day the work is being performed.

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

1. Working hours shall be between 8:30 AM and 3:30 PM Monday through Friday, unless otherwise approved by the Engineer.

2. All lanes of traffic, in each direction, must be open to traffic from 7:00 A.M. to 8:30 A.M. and from 3:30 P.M. to 6:00 P.M. and during periods when work is not in progress, unless otherwise specified by the Engineer.

3. A maximum of one (1) lane shall be closed to traffic in any direction when work is in progress. Flaggers shall be provided. The entire roadway shall not be closed to vehicular traffic.

4. The Contractor shall submit a Traffic Control Plan to the Engineer in accordance with Section 6 of the Standard Specifications.

5. All lanes shall be open during weekends, holidays, and when work is not in progress.

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

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

8. Residential and Commercial driveways may only be closed after giving property owners 72 hours of notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

9. Commercial driveways shall remain open at all times, unless otherwise specified by the City Inspector. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners’ 5 calendar days in advance.

10. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.
Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

9.15 PUBLIC NOTIFICATION

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

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

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

9.16 REMOVAL OF ON-STREET PARKING

In Non-Metered Parking Areas:

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones. "NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require rescheduling of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and payment of all fees required to perform all work, as specified in these Special Provisions and as directed by the Engineer and shall be considered as included in the prices paid for the various contract items of work. No additional compensation will be allowed therefore.
9.17 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

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

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

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

All substitutions are subject to the approval of the Engineer.

9.18 PROOF OF COMPLIANCE WITH CONTRACT

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor’s expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

9.19 RECORD DRAWINGS

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

9.20 BACKFILLING OF Voids

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.
The cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

9.21 PAVEMENT CUTTING AND RESTORATION

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

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

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

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

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

9.22 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, at urbanforestry@cityofsacramento.org. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

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

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

If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arboriculture, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.
The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor’s responsibility for damaged trees will be determined by the Arborist.

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

9.23 TREE TRIMMING

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

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

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

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

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

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

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, at urbanforestry@cityofsacramento.org and obtain, for this project, a permit for tree trimming within the City.

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

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

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

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

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

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

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

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

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

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

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.
9.24 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

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

9.25 HEALTH AND SAFETY

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

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

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

9.26 PERMITS AND STAGING AREA

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

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

Prior to work within the City-owned property, a right of entry must be obtained through the City of Sacramento Real Estate division. Contact Richard Sanders (916) 808-7034, rsanders@cityofsacramento.org, and submit a written application for right of entry a minimum of 2 weeks prior to required entry.
An application for the right of entry must detail the full legal name of the company, the company’s main point-of-contact, the name of the person(s) responsible for signing the right of entry including his or her title, dates and durations of requested entry, activities requiring entry, proposed work hours, a description of any materials and equipment to be stockpiled and areas where stockpiles will be kept depicted on a detailed aerial exhibit, fueling or maintenance operations planned, and any other potentially hazardous materials that may be located on site, as well as any other pertinent information related to the project that should be disclosed.

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

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

9.27 EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.
SECTION NO. 10 - ITEMS OF THE BID PROPOSAL

ELECTRICAL COST BREAK-DOWN

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

The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contact lump sum price bid for the work. The unit price is the material and installed cost with overhead, profit, and labor.

The Contractor shall determine the quantities to complete the work shown on the plans. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer's discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer's discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of electrical work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment, estimated quantity, and unit price ($/LF or each). See below for sample items. Some items from the list may not apply to the project, and other items may need to be included. Contractor shall submit break-down in a spreadsheet format.

Conduit – list each size (2", 3", etc.), installation method, quantity (LF), unit price ($/LF).
Conductor – list each size (#6, #8, etc.), quantity (LF), and unit price ($/LF).
Pull Box – list type (#5, #6, etc), quantity, and unit price ($/EA).
i-B Traffic Signal with Foundation – list each standard, quantity, and unit price ($/EA).
Pedestrian Signal Display with mounting bracket – quantity and unit price ($/EA)
Traffic Signal Display with mounting bracket – quantity and unit price ($/EA).
GPS Emergency Vehicle Detector System – quantity and ($/EA).
Contractor to Furnish and Install Traffic Signal Cabinet & Controller Assembly – quantity and unit price ($/EA).

Contractor to Furnish and Install Metered Service Pedestal for Traffic Signal – list quantity and unit price ($/EA).

ITEM NO. 1 - VEHICLE SIGNAL DISPLAY REPLACEMENT (SHEETS E-1 THRU E-3)
The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the vehicle signal display replacement as indicated on the Plan sheets and these Specifications.

Work includes:

- Construction work as indicated Sheets E-1 thru E-3 of the plan sheets, Electrical Standard Detail Sheets, and these Specifications.
- Providing and setting up traffic control measures, including traffic message boards and providing Flaggers or other traffic control devices for pedestrian, vehicular and bicycle safety.
- Removing and disposing of existing 8” vehicle displays and associated mounting brackets, hardware, visors, backplates, terminal blocks, and all appurtenances.
- Disconnecting and removing and disposing of conductors from terminal blocks to vehicle displays.
- Providing and installing new conductors from terminal blocks to vehicle displays. Reconnect new conductors to existing system at the terminal block.
- Providing and installing new vehicular and countdown pedestrian displays with new mounting brackets. Approximately, 845 LED vehicular vehicle displays (12”, Red ball, Yellow ball, Green ball) with tunnel aluminum signal visors, standard backplate louvered backplates and mounting brackets (signal framework of various configurations. All mounting brackets shall contain signal framework, terminal compartments, adaptors, mounts, pipe fittings, framework parts, pipes, framework bolts and hardware, etc. and all other necessary components and parts for a complete installation. New mounting brackets will need to be modified to provide a fully functional system and acceptable to the City. For the replacement of traffic signal displays at the end of the traffic signal mastarm, contractor shall work quickly, provide necessary equipment, machinery, and traffic control measures to minimize the shutdown of lane(s).
- Contractor to make all final wiring, hardware connections, and provide all necessary machinery, vehicles, and manpower to perform work.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

Payment shall be a unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
ITEM NO. 2 - PEDESTRIAN SIGNAL DISPLAY REPLACEMENT (SHEETS E-1 THRU E-3)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the pedestrian signal display with mounting brackets and hardware replacement indicated on the Plan sheets and these Specifications.

Work includes:
- Construction work as indicated Sheets E-1 thru E-3 of the plan sheets, Electrical Standard Detail Sheets, and these Specifications.
- Providing and setting up traffic control measures, including traffic message boards and providing Flaggers or other traffic control devices for pedestrian, vehicular and bicycle safety.
- Removing and disposing of existing vehicle displays and associated mounting brackets, hardware, visors, backplates, terminal blocks, and all appurtenances.
- Disconnecting and removing and disposing of conductors from terminal blocks to pedestrian displays.
- Providing and installing new conductors from terminal blocks to the pedestrian displays. Reconnect new conductors to existing system at the terminal block.
- Providing and installing new vehicular and countdown pedestrian displays with new mounting brackets. Approximately, 882 LED pedestrian countdown displays and mounting brackets (signal framework of various configurations). All mounting brackets shall contain signal framework, terminal compartments, adaptors, mounts, pipe fittings, framework parts, pipes, framework bolts and hardware, etc. and all other necessary components and parts for a complete installation. New mounting brackets will need to be modified to provide a fully functional system and acceptable to the City.
- Contractor to make all final wiring, hardware connections, and provide all necessary machinery, vehicles, and manpower to perform work.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

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

ITEM NO. 3 - GPS EMERGENCY VEHICLE DETECTION SYSTEM INSTALLATION (SHEETS E-4 THRU E-8)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the GPS Emergency Vehicle Detection System Installation as indicated on the Plan sheets and these Specifications.

Work includes:
- Construction work as indicated on Sheets E-4 thru E-8 of the plan sheets, Electrical Standard Details, and these Specifications.
• Providing and setting up traffic control measures, including traffic message boards and providing Flaggers or other traffic control devices.

• Provide and install GPS Emergency Vehicle Detector Systems. Work includes installing GPS system on existing traffic signals poles and inside of traffic signal cabinets, routing cables thru new and existing conduits and pull boxes, and configuring and programing the emergency vehicle for a fully functional system.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

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

ITEM NO. 4 - TRAFFIC SIGNAL CABINET INSTALLATION (SHEETS E-4 THRU E-8)
The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal cabinet installation as indicated on the Plan sheets and these Specifications.

Work includes:

• Construction work as indicated on Sheets E-4 thru E-8 of the plan sheets, Electrical Standard Details, and these Specifications.

• Providing and setting up traffic control measures, including traffic message boards and providing Flaggers or other traffic control devices.

• Contractor to furnish and install 332L traffic signal cabinet with 2070 controller and all software and appurtenances as specified in these Specifications. Contractor to construct new foundation and install cabinet/controller assembly and make all wire connections. Foundation to meet Caltrans specifications. Also included in the work is to extend conductors from existing conduit, thru new conduit and into the new traffic signal cabinet. Provide and install new conduit, conductors, and cables, per Plans for the traffic signal cabinet system. Work also includes the Traffic Signal turn-on process. Work includes removing and salvaging existing traffic signal cabinets and controllers, abandoning foundations and conduits and pull boxes.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

Payment shall be a unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
ITEM NO. 5 - TRAFFIC SIGNAL MODIFICATIONS (SHEETS E-4 THRU E-8)
The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal modifications as indicated on the Plan sheets and these Specifications.

Work includes:

- Construction work as indicated on Sheets E-4 thru E-8 of the plan sheets, Electrical Standard Details, and these Specifications.
- Providing and setting up traffic control measures, including traffic message boards and providing Flaggers or other traffic control devices.
- Providing and installing new conduit, conductors, pull boxes, detector cables, pedestrian countdown displays and mounting brackets. Work also includes removing conductors, removing existing optical detector equipment, abandoning conduits and abandoning and removing pull boxes. Also included in the work is to extend conductors from existing conduit, thru new conduit and into the traffic signal cabinet.
- Provide and install 1-B traffic signal pole and foundation. Contractor to remove existing traffic signal standard and abandon foundation. And, work also includes relocating existing signage from existing pole to new pole.
- Work also includes providing and installing a new metered service pedestal with new foundation for an existing traffic signal. Also included is installing new conduits, conductors, and pull boxes from the SMUD service location to the new metered pedestal. Contractor to remove existing service pedestal and coordinate with SMUD for removal.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
SECTION NO. 11 - ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

11.1 CITY EQUIPMENT TO BE REMOVED AND SALVAGED
The traffic signal and pedestrian displays are not to be salvaged to the Yard. The contractor shall dispose of this equipment.

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

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

11.2 CONDUIT MATERIAL
JM Eagle and PW Eagle are not acceptable conduit materials.

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-10 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:
Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amine ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% □ 0.5% by weight.
Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.
Duct seal shall be installed on all conduits.
All new conduits starting/terminating in pull boxes shall have End Bells.

11.3 CONDUIT INSTALLATION
Conduit installation shall be in accordance with Section 34-9, 34-10 of the Standard Specifications and as modified by these Special Provisions. "Jet-rodding" is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall
terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

Contractor shall replace roadway striping and markings with same material if damaged by directional drilling, bore pits, potholes, or trenching. Replacement striping and markings shall be thermoplastic or paint, per the City of Sacramento Standards.

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

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

2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with ¾" aggregate (coarse); except on residential streets where the base course shall be Type A, ¾" aggregate (coarse) and surface coarse shall be Type B, ½" aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method
Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.
Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18") below the finished grade in sidewalk areas and not less than thirty inches (30") in all other areas except as otherwise specified or directed by the Engineer.

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

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

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

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

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

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

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.
4. All conductors of AWG #10 or larger shall be identified by printed and embossed labels. 
   #1, #6, #8, #10 conductors shall be printed and embossed.
   a) Both printed and embossed labels shall clearly identify the UL listing, insulation type, 
      voltage rating, AWG number, and the City of Sacramento.
   b) The printed label and the embossed label shall be placed at approximately 90 degrees 
      separation around the center of the conductors.
   c) Labels shall appear every one foot interval. Embossed labels shall be between 0.002” to 
      0.003” in depth and shall not damage the conductors. Label heights shall be no less than 
      3/32” for AWG #8 or larger, and shall be no less than 2/32” for AWG #10.

11.5 EMERGENCY VEHICLE DETECTOR SYSTEM – GPS PRIORITY CONTROL SYSTEM
The GPS Emergency Vehicle Detector System shall be fully compatible with the City’s existing 
GPS system. The Contractor shall provide and install the following GPS Emergency Vehicle 
Detector System equipment manufactured by Global Traffic Technologies (GTT) or approved 
equal.

A. Intersection GPS Emergency Vehicle Detector System Components
Intersection GPS Emergency Vehicle Detector System components shall include the following:

- Opticom GPS Phase Selector – Model 764
- Opticom GPS Radio Unit (shaft mount) – Model 1010
- Opticom GPS Auxiliary Interface Panel – Model 768
- Opticom GPS Card Rack with power supply kit – Model 760
- Opticom Intersection Cabling, Model 1070
- Opticom Mounting Hardware

B. Installation
The Contractor shall provide, fully install, and configure the GPS Emergency Vehicle Detector 
System per the Plans and Special Provisions. The Contractor shall terminate all wiring and 
provide all necessary programming software and electronic manuals. The Contractor shall map 
approaches, program and configure input/output of all GPS phase selector cards per 
manufacturer’s recommendation and City standards. The Contractor shall install the Auxiliary 
Interface Panel in controller cabinet and terminate all wiring connections.

The GPS unit shall be mounted to the shaft of the traffic signal mast arm pole using a Pelco 
Astro Mini Bracket with 90 degree sweep or approved equal. See Plans for further mounting 
details. All GPS cabling and mounting hardware which includes NPT mounts, nipple/pipe, cable 
retainers, cover screws, wiring covers, etc. shall be included in the bid price. The GPS unit shall 
bbe mounted to allow the maximum GPS signal strength reception from GPS satellites and shall 
meet manufacturer’s recommendations. The mounting location of the GPS unit should be such 
that the cable run from the GPS unit to the phase selector in the controller cabinet is no more 
than 250 feet. The GPS unit shall be oriented such that the cable retainer is facing an area from 
which vehicles will not be approaching and/or per manufacturer’s recommendation.

Model 764 unit shall be programmed as follow
<table>
<thead>
<tr>
<th>Model 764 Channel</th>
<th>Controller EV Assignment</th>
<th>Cabinet Channel</th>
<th>Phase</th>
</tr>
</thead>
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<tr>
<td>Channel A</td>
<td>3</td>
<td>3</td>
<td>1 &amp; 6</td>
</tr>
<tr>
<td>Channel B</td>
<td>4</td>
<td>4</td>
<td>2 &amp; 5</td>
</tr>
<tr>
<td>Channel A</td>
<td>5</td>
<td>5</td>
<td>3 &amp; 8</td>
</tr>
<tr>
<td>Channel B</td>
<td>6</td>
<td>6</td>
<td>4 &amp; 7</td>
</tr>
</tbody>
</table>

C. Functional Test
GPS Phase Selector, GPS Unit, and GPS Auxiliary Interface Panel shall be installed, powered, and programmed per manufacturer’s recommendation and City standards. The GPS system shall be able to detect vehicle up to 1500 feet from the intersection. The Contractor shall conduct functional tests for all approaches to the intersection. The system shall provide phase green for the preempted approach. The 764 card diagnostic button shall call assigned phases as defined and phase green for the preempted approach. The City shall program the traffic signal controller for preemption functionality as needed.

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

11.7 METERED SERVICE PEDESTAL (FOR TRAFFIC SIGNAL)
The new metered service pedestal shall be supplied and installed as shown on the Plans and shall conform to the serving utility requirements. Service shall be wired for 120/208 volts or 120/240 volts and single phase as shown on the Plans.

4 Jaw meter for 120/240 Volts application.
5 Jaw meter for 120/208 Volts application.

The Contractor shall connect the luminaires to the circuits designated on the Plans. Contractor shall also install the service conduit and wires to the SMUD service point in accordance with SMUD’s requirements. The Contractor shall protect and lock the service pedestal during construction. After construction is completed, the Contractor shall provide for each pedestal a master lock which will accept a Type 2214 key.

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

The service pedestal shall be fabricated from 14 gauge Type 304D stainless steel and as described under the following paragraph in the Caltrans Standard Specifications section 86-3.07A, "Cabinets fabricated from stainless steel shall conform to the following:". The mounting brackets shall be 10 gauge Type 304D stainless steel. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible.
The enclosure shall be rain tight and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible. A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided in addition to a hinged outside door equipped with a draw latch suitable for padlocking. Galvanized anchor bolts shall be inside or outside the service pedestal as shown on the Plans. 5/8” x 18” x 4” Anchor bolts (set of 4) shall also be provided. The enclosure shall have no screws, nuts, or bolts on the exterior, except utility sealing screws. All screws, nuts, bolts, and washers shall be stainless steel. All hinges and hinge pins shall be stainless steel. No surface of the pedestal shall be deflected inward or outward more than 1/16” measured from the intended plane of the surface.

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

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

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

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

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

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

Street light "ON" and "OFF" control will be by photo-electric cell. All conduits and wires shall be furnished and installed by the Contractor.

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

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

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

4. Six (6) 40 Amp, 1 Pole, 120V, 10KAIC circuit breakers for street lighting. Breakers shall be Siemens or approved equal. These breakers are not metered when used in Traffic Signal application.

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

7. Photocell 120 VAC by Tork (5001M) or approved equal.

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

9. One solid copper neutral bus.

10. Incoming terminals (landing lugs).

11. Solid neutral terminal strip.

12. Terminal strips for conductors within the cabinet.

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

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

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

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

Vehicle signal housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1. Vehicle signal faces shall conform to Section 86-4.01, "Vehicle Signal Faces", of the State Standard Specifications.
A Standard Metal backplates shall be provided for all vehicle signal heads furnished. Backplates shall be louvered, not solid. Aluminum and painted black.

Traffic signals shall utilize tunnel visors. Visors shall be aluminum and painted black.

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

C. Light Emitting Diode (LED) Signal Modules
All signal display shall be LED. All modules shall be listed on the Caltrans Approved Material List for LED Traffic Signal Modules.  

LEDs shall have full ball appearance.

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

Front shell shall be Clear, not Tinted.

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

The pedestrian signal face shall be no less than 16” high. Aluminum housing and painted Black.

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

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

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

The color output of the module shall conform to the requirements of the ITE: “Pedestrian Traffic Control Signal Indications” and the MUTCD.
The Hand Man symbols shall conform to all applicable ITE and CalTrans requirements. Raised Hand shall be Portland orange. Walking figure shall be lunar white. The module shall not require special tools for installation. The module shall fit securely into existing pedestrian signal section housings built to the P1CSH specifications without modification to the housing.

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

Modules shall have filled hand/man.

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

F. Traffic Signal Framework
All mounting hardware to be furnished by the Contractor shall be galvanized and painted black.

11.9 TRAFFIC SIGNAL CABINET 332L
The traffic signal cabinet 332L assembly shall contain all necessary components to operate an 8-phase traffic signal.

The 332L assembly shall conform to the requirements of “Transportation Electrical Equipment Specifications” (TEES) and “Traffic Signal Control Equipment Specifications” (TSCES). The cabinet construction shall conform to Section 86-3.04 Controller Cabinets of the California Department of Transportation Standard Specifications. Controller cabinet and controller shall be on California Department of Transportation approved list.

A. General Equipment
The cabinet shall be completely equipped, wired and have the following components, but not limited to:
1. (1) Conflict Monitor 2010ECLip W/10/100 Ethernet Port
2. (12) Load switches 200
3. (4) Flash Transfer Relays
4. (1) Power Supply Model 206
5. (2) Flasher Units 204
6. (1) Power Distribution Assembly (PDA) #2
7. (8) Inductive Loop Detector Cards Model 222
8. (3) DC Isolator Model 242
9. (1) Network Switch. Switch is specified in the Communication Section of these specifications. Switch shall be Cisco Model IE 2000 8TCB and designed to fit inside of
332 cabinet, including Power Supply (PWR-IE50W-AC-IEC). Also included are two (2) Pluggable Module GLC-FE-100LX-RGD.

10. (1) LED Light Assembly
11. (1) Surge Suppressor, 12 outlets, Din Rail, Tripplite ISOBAR12ULTRA
12. (1) Set of galvanized anchor bolts shall be included with each cabinet.
13. (2) copies of circuit diagrams and operation manual for each major component of control cabinet equipment shall be provided for each cabinet delivered.
14. All identification shall be by means of black and white labeling, painted or self-adhesive labels.
15. I.D. Tag – The traffic signal cabinet shall bear an identification tag which shall list the manufacturer, model #, year of manufacturer. The identification tag shall be placed inside of the door, top area, and clearly visible. Size of font is half inch and Times New Roman, bold and black. A separate ID tag will indicate the location of the traffic signal.

For the HSIP Signal Head Replacement Project, the I.D. Tag shall indicate the location of the traffic signal. Tags shall be created for the following intersections:

1. 29th Street and F Street
2. 29th Street and G Street
3. 29th Street and K Street
4. 29th Street and L Street
5. 29th Street and Capitol Avenue
6. 29th Street and Q Street
7. 29th Street and S Street
8. 30th Street and F Street
9. 30th Street and G Street
10. 30th Street and K Street
11. 30th Street and L Street
12. 30th Street and Capitol Avenue
13. 30th Street and Q Street
14. 30th Street and S Street

B. Delivery and Acceptance

The cabinets shall be delivered to the City of Sacramento with all items required for the operation of the intersection installed. Contractor is responsible to provide all machinery and manpower to unload the traffic signal equipment at the City Corporation Yard.

The cabinets shall be tested for complete operation and inspected for conformance to these Special Provisions at the City Traffic Signal Shop. The Contractor shall have an authorized service engineer from the cabinet manufacturer available at the City’s Corporate Center South within one (1) working day after notification to correct all minor malfunctions or make minor modifications to meet these specifications. If major adjustments, modifications or repairs to the cabinet are required to meet these specifications, the Contractor shall be required to repair or modify the cabinet(s) in question at no additional cost to the City. The contractor shall be responsible for all shipping charges for any cabinet(s) that are returned for major repairs or modifications. The Contractor shall also be required to repair or replace any equipment that fails to function properly during testing and inspection. The City shall have up to forty-five (45) calendar dates from date of cabinet receipt to test and inspect the cabinets.
After the cabinet is Tested and Inspected, the Contractor shall pick-up the cabinet and deliver it to the jobsite. Loading, unloading, pick-up and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the Delivery and Pick-Up of the traffic signal cabinet with the City Inspector. Equipment pick-up shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City.

C. Guarantee
The Contractor guarantees all cabinets, materials and devices of whatsoever nature incorporated in, or attached to the cabinets, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance of each shipment of Type 'R' controller cabinets by the City of Sacramento. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge or any nature whatsoever to the City.

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

D. Equipment Drawing
The vendor shall provide equipment drawings as listed below. Equipment drawings shall comply with Section 86-1.04 of the State Specifications and these specifications. The cabinet print shall be laid out on two (2) "D" size sheets. Sheet one (1) shall have the remaining panels, load bay, cables, fans and lights, power supply, maintenance malfunction unit (MMU), controller, connector wiring Power Panel, Outlet Strip, and door Maintenance Panel with police panel. The detector field inputs panels, detector racks, and detector programming panels shall be on sheet two (2). The operation manual for each component shall be provided. Three (3) prints of the cabinet-wiring diagram shall be supplied with each controller cabinet in addition to an electronic copy. One copy of the cabinet print shall be enclosed in the document drawer under the controller shelf. Entire cabinet schematic wiring diagram shall also be submitted in the form of an AutoCAD Drawing (.pdf will not be accepted), either on a disk or by email to imatoba@cityofsacramento.org John Matoba, City of Sacramento, 916-808-7891.
11.10 TRAFFIC SIGNAL CONTROLLER 2070 EX ATC

The Contractor shall provide and preload the Model 2070 ATC EX with the current version of the Fourth Dimension (D4) software. The controller shall also contain modules, spares and external wiring adapters, if necessary, defined herein. The Contractor shall supply operating system software, device drivers and descriptors, initialization software, and the validation suite as required herein. Traffic controller firmware is included.

The Vendor shall provide the Fourth Dimension (D4) license to the city. The Fourth Dimension (D4) software contact is: Fourth Dimension Traffic, Tod Eidson, c/o Advanced Traffic Solutions, Attn: Eric J. Nelson, 3505 Safe Road, Suite 2309, Houston, TX 77056-7182, Phone 832-405-8577. Email: eric@advtraffic.com

A. General Compliance Requirements

The 2070 controllers shall comply with the Transportation Electrical Equipment Specifications (TEES), dated March 12, 2009 plus Errata 1 dated January 01, 2010 and Errata 2 dated December 05, 2014 published by the California Department of Transportation (Caltrans) and the Institute of Transportation Engineers https://www.ite.org/technical-resources/standards/atc-controller/version-5-2b/ dated March 26, 2004. The City reserves the right of final interpretation that the controller meets appropriate section of the Transportation Electrical Equipment Specification (TEES) and ATC Standards.

The Caltrans TEES and current errata for 2070 controllers may be found at the following link: http://www.dot.ca.gov/trafficops/tech/docs/tees_qpl.pdf

The Institute of Transportation Engineers ATC controller Standard can be found at the Following link: https://www.ite.org/technical-resources/standards/atc-controller/

B. Components

The contractor shall supply the fully assembled 2070 controller that is in full compliance with TEES or ATC standards and be fully capable of run D4 controller software. The contractor shall provide evidence that controller units have been tested and meet these standards.

The Contractor shall supply 2070ATC controllers with the following components:

2070-ATC or 1C Unit Chassis
2070-ATC Controller CPU
2070-2E Field I/O Module
2070-3B 8x40 Front Panel Display
2070-4A 10.0 Amp Power Supply Module
Linux Operating System with D4 Software
Back cover plates
Data key

Model 2070-ATC or 1C CPU Module shall be a single board resident in Slot A5 consisting of connectors C13S and C14S, Datakey and CPU Module Software. Linux operating system and shall run the most current version Fourth Dimension (D4) Traffic Signal Controller software on controller assembly.
Model 2070-3B Front Panel Assembly (FPA) shall consist of a Metal Panel with latch assembly and two TSD #1 hinge attaching devices, Assembly PCB, FPA Controller, two Keyboards, AUX Switch, Display B, External Serial Port Connector, CPU Activity LED Indicator, and FP Harness Interface.

Model 2070-4A Power Supply Module shall be independent, self-contained Module, vented, and cooled by convection only. The Module shall slide into the unit’s power supply compartment from the back of the chassis and be attached to the Back-plane Mounting Surface by its four TSD #3 Devices.

Model 2070L Back Cover shall be made of 0.06 inches (1.524 mm) minimum aluminum sheet and treated with clear chromate. All external screws, except where called out, shall be counter sunk and shall be Phillips flat head stainless steel. The matching nuts shall be permanently captive on the mating surfaces.

Datakey shall be a minimum of 2 megabits in size and be capable of storing Fourth Dimension Traffic D4 database.

All controllers and software provided under this specification shall be provided with product/operational manuals, which document the operation and maintenance of the equipment in compliance with TEES. The Bidder shall submit operating manuals, technical data sheets, product cut sheets, and any associated documentation for the controller unit delivered as part of this specification. Manuals shall be printed on 8.5” x11” paper. Schematic, layouts, parts list, and plan details may be on 11”x17” sheets. The manuals shall be bound in durable covers, and shall not suffer degradation when subjected to normal cabinet temperature testing. All manuals with printed copies shall be also be submitted electronically.

C. Guarantee/Warranty
The traffic signal controller and components/modules shall have a full warranty for manufacturer defects and workmanship, including parts and labor for a minimum of five (5) years from the date of purchase. Identification of manufacturer defects shall be determined by the city.

11.11 TRAFFIC SIGNAL CONTROLLER SOFTWARE
The Contractor shall install Fourth Dimension (D4) Traffic Signal Controller software on each controller assembly. The most current version of D4 Traffic Signal controller software, at the time of controller delivery, shall be fully configured in the controller.

The Contractor shall provide a D4 license to the City for each controller assembly. The license shall include technical support and user manual of this software.

The contact for the traffic signal controller software is as follows:

Fourth Dimension Traffic

Eric J. Nelson,
3505 Safe Road, Suite 2309,
General Controller Software Features

1. 16 phases
   a. Three maximum times per phase with dynamic max operation
   b. Minimum, maximum, soft recall modes
   c. Early and delayed “Walk” timing
   d. Conditional service during free and coordination with conditional service minimum green time
   e. Manual control operation with selectable call, omit, and protected pedestrian clearance phases
   f. Per phase preempt timing

2. 4 rings (Single intersection or two independent intersections)

3. 16 timed overlaps
   a. Vehicle and pedestrian movement for each overlap
   b. Actuated pedestrian movements
   c. Early and delayed “Walk” timing
   d. Pedestrian overlap rest-in-walk across multiple phases
   e. Per overlap preempt timing

4. 8 transit phases
   a. Two and three section signal head controls for light rail vehicles
   b. Advanced warning sign control per transit phase
   c. Recall or actuated operation
   d. Normal or priority service

Detector Features

1. 64 vehicle detectors
   a. Programmable call and extend phases
   b. Extend and delay timing
   c. Stop bar disconnect mode with carryover (extend) timer
   d. Detector cross-switching
   e. No presence and max fail detector diagnostics (disabled by TOD)

2. 16 queue detectors
   a. Detects traffic backups
   b. Capable of selecting alternate coordination patterns, selecting alternate maximum green times, or calling a preempt
   c. Advanced green to clear vehicle movements prior to transit vehicle arrival

3. 16 pedestrian detectors
   a. Programmable calls for pedestrian and vehicle phases
b. Pedestrian cascade mode (sequential calling of two pedestrian movements)

4. 8 transit detectors
   a. Programmable calls for transit and vehicle phases
   b. Extend and delay timing
   c. Travel time delay
   d. Alternate travel times by TOD
   e. Adaptive arrival time adjustment

5. 32 remote transit detectors
   a. Calls received by transit detectors at other intersections (on peer-to-peer Ethernet network)
   b. Travel time delay
   c. Alternate travel times by TOD
   d. Adaptive arrival time adjustment

Coordination Features

1. 32 coordination patterns
   a. Cycle time and three offsets per pattern
   b. Flexible per phase split expansion and shrinking during transition
   c. Fixed or floating force-offs (per phase)
   d. Automatic permissive calculations

2. Single-band or multi-band permissive modes with permissive limit timer

3. Three pedestrian permissive modes
   a. Programmable recalls and omits active during each pattern
   b. Actuated coordinated phases can gap-out early and distribute unused time to movements with greater demand
   c. Selectable reservice phases (a.k.a. “fully actuated coordination”)

4. Multiple interconnect modes
   a. Time based scheduler
   b. Central system command (over twisted pair or Ethernet connection)
   c. 120 volt interconnect cable

5. Master controller mode
   a. Controller can operate as a twisted pair, Ethernet, or 120 volt cable master in the absence of a central management system

Preemption Features

1. 10 prioritized preempts
   a. Two track clearance states, dwell state, and exit state per preempt
   b. Permit or allow any phase and overlap individually for each preempt state
   c. Presence preempt input with optional fail-safe interlock input
   d. “Check-in / Check-out” preempt detection option with check-out override timer
2. 4 soft preempts  
   a.  "Step-by-step" preempt (special preempt sequence)  
   b.  8 states per soft preempt sequence (timed or actuated)  
   c.  Each state allows programmable calls, omits, holds, and force-offs for each phase and overlap  

Transit Priority Features  
   a. Programmable transit priority options for each transit phase  
   b. Operates based on estimated arrival times using local intersection detection and remote ("peer-to-peer") detection from upstream intersections  
   c. Separate options for free or coordinated operation  
   d. Extend only (no phase abbreviation) or Early/Extend operation  
   e. Minimum phase green times  
   f. Maximum extend limit  
   g. Optional vehicle/pedestrian phase omits  
   h. Ability to switch to alternate sequence to better serve early arriving transit vehicle  
   i. Adaptive arrival times to automatically compensate for fluctuating station dwell times  

Status / Diagnostic Features  
   1. Detailed controller status displays through the 2070 LCD display  
      a. Phase, ring, and overlap status  
      b. Transit phase/priority status  
      c. Coordination status  
      d. Preemption status  
      e. Vehicle and pedestrian detector status  
      f. Cabinet / Field I/O status  
      g. System communication status  
   2. 6000 controller event log  
      a. Multiple classes of events can be individually enabled for logging  
      b. Retrieved and reset from central connection (serial or Ethernet)  
   3. 62.5 day detector VOS log  
      a. Log VOS for 16 system detectors each 15 minutes  
   4. 600 MMU event log  
      a. Detailed MMU events, including reason for failure and state of field outputs  
   5. The traffic controller software shall collect High Resolution Controller Data recorded 10 times per second and with event codes as defined by Purdue University.  

Cabinet Support
1. NEMA TS1, TS2-Type 1 and Type 2, Caltrans 332/336, and ITS cabinet support
2. All controller input and output functions can be mapped to any physical cabinet input and output
3. “Peer-to-Peer” interconnect over Ethernet (select outputs or inputs from the source intersection to activate a function at the local intersection)
4. Cabinet logic channels to accomplish custom controller I/O operation

Protocol Support

1. Communications over serial port, twisted pair, or Ethernet (fiber-optics)
2. Caltrans AB3418E with extended messages for extended status and D4 specific functionality
3. Future NTCIP compliance

11.12 TRAFFIC SIGNAL COMMUNICATION EQUIPMENT

The following communication equipment shall be provided, installed and configured per the Plans and Special Provisions.

A. Network Switch with Power Supply

Network Switch shall be manufactured by Cisco, Model IE-2000-8TC-G-B or approved equal.

All Cisco hardware, software, licensing, and SmartNet must be new and procured through a Cisco Gold authorized reseller and validated by the Cisco Account Manager for the City of Sacramento. Cari Fisher is the local representative for Cisco and can be reached at carfisher@cisco.com or (408) 894-5457. All purchases must be registered with Cisco under the City of Sacramento Traffic Engineering name and contracts associated with City of Sacramento Traffic Engineering department’s CCO ID’s upon 30 days of procurement. CCO IDs will be provided by City of Sacramento Traffic Engineering.

The network switch shall have the following:
- Model IE-2000-8TC-G-B
- Power Supply shall be Cisco, PWR-IE50W-AC-IEC.
- Two (2) GLC-FE-100LX-RGD – Small Form Factor Pluggable Module
- 19” DIN Rail mount kit STK-RACK-DINRAIL

Network Switch shall meet the following requirements:
- Industrial grade
- DIN rail mountable
- Ethernet connectivity
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- Eight (8) 10/100 Base-T Ethernet ports and 2 Small Form Factor Pluggable (SFP) ports
- Two (2) gigabit combo ports: SFP
- Swappable SD flash card and mini-USB connector
- LAN base (OS) Software license
• Switch shall have MAC address security function for each port
• Switch shall have Vlan function for each port
• 5-year warranty

Power Supply for Network Switch shall meet the following requirements:
• Compatible with Cisco IE 2000 Series industrial grade switch
• DIN rail mountable
• Input: 100-120 VAC or 200-240 VAC, manually selected AC, 50-60 Hz
• Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
• 5-year warranty
• Power Supply for Network Switch shall be installed in cabinet.

Small Form Factor Pluggable Module Cisco 100Base – X small Form Factor Pluggable Module - Two (2) GLC-FE-100LX-RGD – Cisco device hot-swappable I/O device that plugs into Fast Ethernet ports, dual-rate Fast/Gigabit Ethernet ports, or Gigabit Ethernet ports of Cisco Switch linking the port with the fiber cabling network or approved equal

For Type R cabinet, power supply for network switch shall be mounted on a DIN rail attached to aluminum stock for support. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails. The Contractor is responsible for making all connections and shall be made per manufacturer’s recommendations to ensure that the switch is powered. See Plans for further details.

Functional Test
The Fiber Network Switch shall be power up and ready to be programed. City will program switch to connect to city traffic network. Switch Functional test is passed once city as preformed network test to prove network operability.

B. Surge Suppressor Power Strip
Surge Suppressors shall meet the following requirements:

For 332 Cabinet, Surge Suppressors shall be manufactured by Tripplite, model ISOBAR12ULTRA. 12 outlet.
• 120 VAC, 60 Hz, 3,840 joule surge protection, 150,000 Max surge Amps, 15 ft cord. 12 outlet.

For the Type 332 cabinet, the Surge Suppressor shall be mounted on 2” aluminum stock on the back side of the cabinet near the top using the 19” rack. The Surge Suppressor must be plugged into the equipment receptacle on the back of the power assembly of the 332 cabinet.

11.13 PULL BOXES
Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

1. All new pull boxes shall be set in place prior to pouring any new sidewalk.
2. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.

3. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.

4. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.

5. New pull boxes shall have a minimum of 6” of new concrete around all sides in sidewalks.

6. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.

7. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

8. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12” in depth and continue to extend a minimum of 6” beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked.

9. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.

**11.14 WIRING**

Wiring shall be in accordance with Section 3413 of the Standard Specifications, except for the following:

1. After taping, all splices shall be painted with an approved electrical coating that will resist oil, acids, alkalis, and adverse environmental conditions.

2. Pull ropes used to pull conductors in conduit shall be a minimum of 3/8” diameter.
SECTION NO. 12 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

Required Contract Provisions Federal-Aid Construction Contracts (FHWA 1273)
Final Report of Utilization of Disadvantaged Businesses (Exhibit 17-F)
Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O)
Monthly DBE Trucking Verification (16-Z1)
SECTION 12. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273," are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture

2. Address of joint venture

3. Phone number of joint venture

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.)

   a. Describe the role of the MBE firm in the joint venture.

   b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer:

5. Nature of the joint venture's business

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? __

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
a. Profit and loss sharing.
b. Capital contributions, including equipment.
c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions

b. Management decisions, such as:
   1. Estimating
   2. Marketing and sales
   3. Hiring and firing of management personnel
   4. Purchasing of major items or supplies

c. Supervision of field operations

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm

Name of Firm

Signature

Signature

Name

Name

Title

Title

Date

Date

Date

State of

County of

On this ___ day of __________, 19__, before me appeared (Name) __________________, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) __________________ to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires

[Seal]

Date

State of

County of

On this ___ day of __________, 19__, before me appeared (Name) __________________, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) __________________ to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires

[Seal]
REQUIRED CONTRACT PROVISIONS
FEDERAL AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subleasing or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL), and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 USC Sec. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

   c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

   a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to develop or cooperate with the unions, joint training programs aimed toward qualifed and/or qualified minorities and women in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must prove reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DEE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor...
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This includes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conform to paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or
will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignee. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

   (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
   (2) the prime contractor remains responsible for the quality of the work of the leased employees;
   (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
   (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. “Specialty Items” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect properly in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 190 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participate," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 190 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not debarred, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.opla.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
**EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

<table>
<thead>
<tr>
<th>1. Local Agency Contract Number</th>
<th>2. Federal-Aid Project Number</th>
<th>3. Local Agency</th>
<th>4. Contract Completion Date</th>
</tr>
</thead>
</table>

| 15. ORIGINAL DBE COMMITMENT AMOUNT | 16. TOTAL |

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

<table>
<thead>
<tr>
<th>17. Contractor/Consultant Representative’s Signature</th>
<th>18. Contractor/Consultant Representative’s Name</th>
<th>19. Phone</th>
<th>20. Date</th>
</tr>
</thead>
</table>

I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED

<table>
<thead>
<tr>
<th>21. Local Agency Representative’s Signature</th>
<th>22. Local Agency Representative’s Name</th>
<th>23. Phone</th>
<th>24. Date</th>
</tr>
</thead>
</table>

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer, Include with Final Report of Expenditures

**ADA NOTICE**: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant’s firm name.
6. Business Address - Enter the contractor/consultant’s business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant’s name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE’s Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant’s item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the “Total Claimed DBE Participation Dollars” from Exhibits 15-G or 10-02 for the contract.
16. Total - Enter the sum of the “Contract Payments” Non-DBE and DBE columns.
17. Contractor/Consultant Representative’s Signature - The person completing the form on behalf of the contractor/consultant’s firm must sign their name.
18. Contractor/Consultant Representative’s Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor’s preparer.
21. Local Agency Representative’s Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative’s Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.
## Exhibit 17-O Disadvantaged Business Enterprises (DBE) Certification Status Change

<table>
<thead>
<tr>
<th>1. Local Agency Contract Number</th>
<th>2. Federal-Aid Project Number</th>
<th>3. Local Agency</th>
<th>4. Contract Completion Date</th>
</tr>
</thead>
</table>

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

### I certify that the above information is complete and correct

14. Contractor/Consultant Representative’s Signature  
15. Contractor/Consultant Representative’s Name  
16. Phone  
17. Date

### I certify that the contracting records and on-site performance of the DBE(s) has been monitored

18. Local Agency Representative’s Signature  
19. Local Agency Representative’s Name  
20. Phone  
21. Date

**DISTRIBUTION:** Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Page 1 of 2
July 23, 2015
INSTRUCTIONS – DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant’s firm name.
6. Business Address - Enter the contractor/consultant’s business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. DBE Certification Number - Enter the DBE’s Certification Identification Number.
11. Amount Paid While Certified - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. Certification/Decertification Date (Letter Attached) - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. Comments - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. Contractor/Consultant Representative’s Signature - The person completing the form on behalf of the contractor/consultant’s firm must sign their name.
15. Contractor/Consultant Representative’s Name - Enter the name of the person preparing and signing the form.
16. Phone - Enter the area code and telephone number of the person signing the form.
17. Date - Enter the date the form is signed by the contractor’s preparer.
18. Local Agency Representative’s Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. Local Agency Representative’s Name - Enter the name of the Local Agency Representative signing the form.
20. Phone - Enter the area code and telephone number of the person signing the form.
21. Date - Enter the date the form is signed by the Local Agency Representative.
# Exhibit 16-Z1 Monthly DBE Trucking Verification

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Month</th>
<th>Year</th>
<th>Truck Owner</th>
<th>DBE Cert No.</th>
<th>Company Name and Address</th>
<th>Truck No.</th>
<th>California Highway Patrol CA. No.</th>
<th>Commission of Amount of Amount Paid</th>
<th>Lease Arrangement (if applicable)</th>
<th>Date Paid</th>
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<td>Lease Agreement with NON-DBE with DBE</td>
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<td>Lease Agreement with NON-DBE with DBE</td>
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<td>Lease Agreement with NON-DBE with DBE</td>
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<td></td>
<td>$</td>
<td>Lease Agreement with NON-DBE with DBE</td>
<td></td>
</tr>
</tbody>
</table>

Total Amount Paid: $

Prime Contractor:  
Business Address:  
Business Phone No.:  

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature:  
Title:  
Date:  

January 2018
MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called “Commission or Amount Paid,” in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:
1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled “Total Amount Paid.” The column “Date Paid” requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the “Prime Contractor,” their “Business Address” and their “Business Phone No.”

At the bottom of the form there is a space for the Contractor or designee “Contractor Representative’s Signature, Title and Date” certifying that the information provided on the form is complete and correct.
SECTION NO. 13 - BID PROPOSAL FORMS

Bid Proposal Form
Bid Proposal Guarantee
Drug Free Workplace Policy and Affidavit
List of Subcontractors
Non-Discrimination in Employee Benefits Ordinance Certification
Minimum Qualifications Questionnaire
Equal Employment Opportunity Certification
Public Contract Code Section 10285.1 Statement
Public Contract Code Section 10162 Questionnaire
Public Contract Code Section 10232 Statement
Non Collusion Affidavit
Debarment and Suspension Certification
Nonlobbying Certification for Federal-Aid Contracts
Disclosure of Lobbying Activities Form and Instructions
Construction Contract DBE Commitment (Exhibit 15-G)
DBE Information – Good Faith Efforts (Exhibit 15-H)
Duns Form
CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

Bid Proposal
Page 1 of 4

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

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

**HSIP Signal Head Replacement**
Federal Aid Project HSIP-5002(185)
City Project No: T15165800

in the City and County of Sacramento, California.

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>VEHICLE SIGNAL DISPLAY REPLACEMENTS (SHEETS E-1 THRU E-3)</td>
<td>845</td>
<td>EA</td>
<td>$871.60</td>
<td>$753,317.60</td>
</tr>
<tr>
<td>2.</td>
<td>PEDESTRIAN SIGNAL DISPLAY REPLACEMENT (SHEETS E-1 THRU E-3)</td>
<td>882</td>
<td>EA</td>
<td>$663</td>
<td>$584,766</td>
</tr>
<tr>
<td>3.</td>
<td>GPS EMERGENCY VEHICLE DETECTION SYSTEM INSTALLATION (SHEETS E-4 THRU E-8)</td>
<td>15</td>
<td>EA</td>
<td>$13,758</td>
<td>$206,370</td>
</tr>
<tr>
<td>4.</td>
<td>TRAFFIC SIGNAL CABINET INSTALLATION (SHEETS E-4 THRU E-8)</td>
<td>14</td>
<td>EA</td>
<td>$24,795</td>
<td>$347,130</td>
</tr>
<tr>
<td>5.</td>
<td>TRAFFIC SIGNAL MODIFICATIONS (SHEETS E-4 THRU E-8)</td>
<td>1</td>
<td>LS</td>
<td>$412,900</td>
<td>$412,900</td>
</tr>
</tbody>
</table>

**CONTRACTOR NAME:** St. Francis Electric, LLC

**TOTAL:** $2,304,483.50

It is understood that this Bid Proposal is based upon completion of the Work within a period of **ONE HUNDRED AND TWENTY (120) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract: requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Work under these Special Provisions shall be performed by qualified personnel experienced in work described herein. The Contractor and/or its subcontractor shall possess current and active licenses issued by the California Contractors State License Board for Class A – General Engineering Contractor and Class C10 – Electrical at the time of
the bid submittal and throughout the construction period. Any cited violations or pending violation investigations by the California Contractors State Licensing Board within three years prior to the date of the bid submittal shall be fully disclosed in the bid.

Class A License Number: 1003811
Name and Address of Licensee: St. Francis Electric, LLC 975 Carden St. San Leandro, CA 94577
Issue Date: 05/19/15
Expiration Date: 05/19/19
License Status: Active

Class C10 License Number: 1003811
Name and Address of Licensee: St. Francis Electric, LLC 975 Carden St. San Leandro, CA 94577
Issue Date: 05/19/15
Expiration Date: 05/19/19
License Status: Active

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to José Ledesma, the Contracts Manager, at 9151 Street, Suite 2000, Sacramento, CA 95814 or by email at Jledesma@cityofsacramento.org.

At its sole discretion, the City will grant non-working days for the time period to acquire critical materials for the project, such as traffic signal cabinets assemblies and displays. Contractor shall submit a written request for such non-working days, supported by supplier’s documentation that specify material delivery schedule and quantities. Said non-working days, if granted, shall be issued in writing by the City Engineer to the Contractor. Contractor shall ensure material acquisition per Section 9.2 ORDER OF WORK, and shall incorporate material delivery schedule into work schedule per Section 9.10 PROJECT SCHEDULE.

This project is subject to the requirements of the City’s Local Hire and Community Workforce Training Program and the City’s Community Workforce Training Agreement (CWTA), attached to as Exhibit A in Section 15 “Contract Forms” of the Special Provisions. While a summary of the CWTA requirements is also provided in Exhibit A, by submitting a bid, the Contractor acknowledges that it has read and understands all the requirements, terms, and conditions of the complete CWTA attached, and has included all costs associated with compliance with the CWTA in its bid.

The Contractor must execute Addendum A to the CWTA ("Agreement to be Bound" included with Exhibit A) and provide an executed original to the City within 15 days of contract award and no Notice To Proceed will be issued until this form has been submitted. Contractor must also include the provisions of this section in every subcontract for Work covered by the CWTA. No subcontractor for Work covered by the CWTA may perform Work prior to executing Addendum A and providing the executed original to the City. By submitting a bid, Contractor represents that it will execute the Agreement to be Bound if selected.

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

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

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

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

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

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

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

Failure to provide any of the documents or information necessary to confirm labor compliance may result in all or a portion of the progress payment being withheld. Please refer to the attached Labor Compliance Requirements for the required documents and information.

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

<table>
<thead>
<tr>
<th>Add. #</th>
<th>Zero as of</th>
<th>DATE</th>
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</table>

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

Corporation

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED: 10% of total Bid

St. Francis Electric
CERTIFIED CHECK
CASHIER'S CHECK
BID BOND
MONEY ORDER
OTHER SECURITY

CONTRACTOR:
Andrew Amador
(Vice President)

Address: 975 Carden St., San Leandro, CA 94577
Telephone No.: 510-639-0639
Fax No.: 510-639-4653
email address: estimating@sfe-inc.com

Date: 05-01-19

Contractor's License No.: 1003811
Type: A, C-10

Expiration Date: 05/31/19
Tax I.D. Nos.- Fed.: 47-2615956
City of Sacramento Business Operation Tax Certificate No.: 1025077
(St. Francis Electric)
KNOW ALL MEN BY THESE PRESENTS,

That we, ST. FRANCIS ELECTRIC, LLC

as Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA

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

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals
are to be opened in the Council Chambers at City Hall, Sacramento, California, on MAY 1, 2019 for the Work
specifically described as follows:

HSIP Signal Head Replacement (PN: T15165800)

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

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

IN WITNESS THEREOF We have hereunto set our hands and seal this 1ST
day of MAY 2019.

ST. FRANCIS ELECTRIC, LLC
PRINCIPAL
975 CARDEN ST., SAN LEANDRO, CA 94577
Address

ANDY AMADOR, VICE PRESIDENT

THE GUARANTEE COMPANY OF NORTH AMERICA USA
SURETY
1026 OAK STREET, SUITE 220, CLAYTON, CA 94517
Address

KELI WHEATLEY, ATTORNEY-IN-FACT

(Rev. 5-6-91)
POWER OF ATTORNEY

The Guarantee Company of North America USA
Southfield, Michigan

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Mollie Whalen, Katherine Christine Babcock, James Lawrence Ronhaar, Keil Wheatley, Maxwell Newlin, Brandon Keup
R.W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below.
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signatures and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer
Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the foregoing instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai
Notary Public, State of Michigan
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 1st day of MAY, 2019

Randall Musselman, Secretary

St. Francis Electric
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 Alameda

On MAY 1, 2019 before me, LISA M. WHEATLEY, NOTARY PUBLIC (insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature (Seal)

LISA M. WHEATLEY
Notary Public - California
Alameda County
Commission # 2241724
My Comm. Expires May 10, 2022

St. Francis Electric
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 Alameda

On 5/1/2019 before me, Loren Marie Johnson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature (Seal)

St. Francis Electric
DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

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

2. Establishing a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

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

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

EXCEPTION:

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<thead>
<tr>
<th>Date</th>
<th>Violation Type</th>
<th>Place of Occurrence</th>
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If additional space is required use back of this form.

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

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESNTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOD 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: St. Francis Electric, LLC

BY: Andrew Amador V. P. Date: 05-01-19

Signature Title

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

St. Francis Electric

FM 681
(Rev. 10/5/01)
Exhibit 12-B: Bidder’s List of Subcontractors (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://e filing.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number</th>
<th>DBE (Y/N)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
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Distribution: Original-Local Agency File
### Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the bidder shall list all subcontractors who provided a quote or bid, but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number</th>
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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, 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 NOTICE REQUIREMENTS

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

(b) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

St. Francis Electric
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

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

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

The included employee benefits are:

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

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

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

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:
  
  City of Sacramento  
  Procurement Services Division  
  915 I Street, Second Floor  
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  
  - Reasonable attorney's fees and costs
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

St. Francis Electric

Minimum Qualifications Questionnaire
Page 1 of 6
QUESTIONNAIRE

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

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

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

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

   \[ \text{C-10 Exp. 05-31-19} \]

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

   \[ \square \text{Yes} \quad \checkmark \text{No} \]

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?

   \[ \square \text{Yes} \quad \checkmark \text{No} \]

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)?

   \[ \square \text{Yes} \quad \checkmark \text{No} \]

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?

   \[ \square \text{Yes} \quad \checkmark \text{No} \]

FOR CITY CLERK USE ONLY

St. Francis Electric

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 2 of 6
6. Answer either subsection A or B, as applicable:

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

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

☐ Yes ☐ No ☒ Not applicable

OR

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

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

☐ Yes ☐ No ☒ Not applicable

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

St. Francis Electric

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007
9. Answer either subsection A or B, as preferred:

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

☐ Yes  ☒ No

OR

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

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: 

\[
\frac{N}{EH \times 200,000}
\]

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

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

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

☐ Yes  ☒ No

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

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

☐ Yes  ☒ No

St. Francis Electric

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 4 of 6
11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

St. Francis Electric

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574
DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 5 of 6
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 975 Carden St., San Leandro, CA 94577 on 05-01-19

(Location) (Date)

Signature:

Print name: Andrew Amador

Title: Vice President

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

St. Francis Electric

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 6 of 6
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder **St. Francis Electric, LLC**, proposed subcontractor ____________________________________________, hereby certifies that he has ☑️, has not ☐, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

*Note:* The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,090 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

__________________________________________  
St. Francis Electric
PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

[Signature]

Andrew Amador V.P.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☒ No ☒

If the answer is yes, explain the circumstances in the following space.

St. Francis Electric
Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Andrew Amador V.P.

St. Francis Electric
Noncollusion Affidavit

To the CITY / COUNTY of Sacramento,
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code Section 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Andrew Amador, V.P.

St. Francis Electric
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

**NO Exceptions**

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

[Signature]

Andrew Amador V.P.

St. Francis Electric
NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

St. Francis Electric
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<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<td>c. cooperative agreement</td>
<td>c. post-award</td>
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<tr>
<td>f. loan insurance</td>
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4. Name and Address of Reporting Entity
   - Prime
   - Subawardee
     Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
   - Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:
   - CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
    (If individual, last name, first name, MI)

    b. Individuals Performing Services (including address if different from No. 10a)
       (last name, first name, MI)

   (attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
    - $ __________
      □ actual
      □ planned

12. Form of Payment (check all that apply):
    - a. cash
    - b. in-kind; specify: nature ______
        value ______

13. Type of Payment (check all that apply)
    - a. retainer
    - b. one-time fee
    - c. commission
    - d. contingent fee
    - e. deferred
    - f. other, specify

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

   (attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:  
   - Yes □  No □

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   Signature: ____________________________
   Print Name: Andrew Amador
   Title: Vice President
   Telephone No.: 510-639-0623 Date: 5/1/19

St. Francis Electric

Authorized for Local Reproduction
Standard Form - L11

Federal Use Only:
INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
   (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Sacramento 2. Contract DBE Goal: 10%
3. Project Description: Signal Head Replacement  
4. Project Location: City of Sacramento
5. Bidder's Name: St. Francis Electric, LLC 6. Prime Certified DBE: □ 7. Bid Amount: $2,304,483.00
8. Total Dollar Amount for ALL Subcontractors: $0.00 9. Total Number of ALL Subcontractors: 0

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<tr>
<th>10. Bid Item Number</th>
<th>11. Description of Work, Service, or Materials Supplied</th>
<th>12. DBE Certification Number</th>
<th>13. DBE Contact Information (Must be certified on the date bids are opened)</th>
<th>14. DBE Dollar Amount</th>
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<tr>
<td>1</td>
<td>Logistical Enterprises supply vehicle signal display</td>
<td>39438</td>
<td>Denise Rivers Phone 559-397-4344 Email denise logisticalenterprises.com</td>
<td>$435,175.00</td>
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Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: _____________________________
22. Federal-Aid Project Number: _______________________________
23. Bid Opening Date: _______________________________________
24. Contract Award Date: _____________________________________
25. Award Amount: ___________________________________________

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature 27. Date
28. Local Agency Representative’s Name 29. Phone
30. Local Agency Representative’s Title

15. TOTAL CLAIMED DBE PARTICIPATION $261,105.00
11.33%

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and
their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the
"Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature 17. Date 5/1/19
18. Preparer’s Name 19. Phone 510-639-0639

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract
execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

St. Francis Electric
Page 1 of 3
January 2019

145 of 386
LOGISTICAL ENTERPRISES  
(559) 392-1124  
DBE Certification #390438  
Small business certification #1374351  

To: Electrical Customers

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Prices include delivery, but are not applicable sales tax.
If you need further assistance, please contact me at 559-392-1124.
Please include the quote number when placing the order. Thank you...Denise Rivera.

Thank you for your business!

PO Box 2831 Clovis, CA 93613-811 Purvis Clovis, CA 93612 (559) 797-4034

St. Francis Electric
Back To Query Form

Search Returned 1 Records

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Work Codes: C8701 BUSINESS ADMINISTRATION; F5060 ELECTRICAL GOODS; F5190 MISC NONDURABLE GOODS; F5090 MISC DURABLE GOODS; I8720 ACCOUNTING, AUDITING, & BOOKKEEPING; C0686 ELECTRICAL & SIGNALS SUPPLIER;

St. Francis Electric

https://ucp.dot.ca.gov/querySubmit.htm
INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location(s) as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the “DBE Dollar Amount” column. %: Enter the total DBE participation claimed (“Total Claimed DBE Participation Dollars” divided by item “Bid Amount”). If the total % claimed is less than item “Contract DBE Goal,” an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount - Enter the contract award amount as stated in the executed contract.
26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
<table>
<thead>
<tr>
<th>Local Assistance Procedures Manual</th>
<th>Exhibit 15-G Construction Contract DBE Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>30. <strong>Local Agency Representative Title</strong> - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). __________________________________ Bid Opening Date __________________________

The _____________________________ established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, please attach additional sheets as needed:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<table>
<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>Goal Met</td>
<td></td>
</tr>
</tbody>
</table>

St. Francis Electric
C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

______________________________________________

______________________________________________

______________________________________________

Names, addresses and phone numbers of firms selected for the work above:

______________________________________________

______________________________________________

______________________________________________

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

St. Francis Electric
F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H. Any additional data to support a demonstration of good faith efforts:

St. Francis Electric
CITY/COUNTY OF Sacramento

DATA UNIVERAL NUMBERING SYSTEM (D-U-N-S) NUMBER

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the Department will not approve the contract.

CONTRACT NUMBER: 15165800
CONTRACTOR NAME: St. Francis Electric

BUSINESS ADDRESS (D-U-N-S Number Location):
STREET: 975 Carden St.
CITY: San Leandro
STATE: CA
ZIP CODE: 94577

D-U-N-S Number: 079661537

Contact Name: Andrew Amador
Telephone No: 510-639-0639

St. Francis Electric
## ST FRANCIS ELECTRIC
### SCHEDULE OF VALUES

**City of Sacramento**
**HSIP Signal Head Replacement**
**City Project T1615800 / Fed Aid HSIP: PL 5002 (185)**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>USA</td>
<td>LS</td>
<td>1</td>
<td>$12,650.00</td>
<td>$12,650.00</td>
</tr>
<tr>
<td>2</td>
<td>Pothole</td>
<td>LS</td>
<td>1</td>
<td>$37,500.00</td>
<td>$37,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Pull Boxes</td>
<td>EA</td>
<td>41</td>
<td>$1,750.00</td>
<td>$71,750.00</td>
</tr>
<tr>
<td>4</td>
<td>Trench and Backfill</td>
<td>LF</td>
<td>1600</td>
<td>$97.00</td>
<td>$155,200.00</td>
</tr>
<tr>
<td>5</td>
<td>Conduits</td>
<td>LF</td>
<td>1500</td>
<td>$7.50</td>
<td>$11,250.00</td>
</tr>
<tr>
<td>6</td>
<td>Conduit terminations to new Box</td>
<td>EA</td>
<td>41</td>
<td>$750.00</td>
<td>$30,750.00</td>
</tr>
<tr>
<td>7</td>
<td>Clean and repull Existing Conductors</td>
<td>LS</td>
<td>1</td>
<td>$29,000.00</td>
<td>$29,000.00</td>
</tr>
<tr>
<td>8</td>
<td>R5 Misc. items including Disposal</td>
<td>LS</td>
<td>1</td>
<td>$14,500.00</td>
<td>$14,500.00</td>
</tr>
<tr>
<td>9</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>

**$412,800.00**

Bid Item
1. Vehicle Signal Display Replacements Sheets E thru E3
2. Pedestrian Signal Display Replacement E1 thru E 3
3. GPS Emergency VDS installed Sheets E4 thru E6
4. Traffic Signal Cabinets Installation E4 thru E6
5. Traffic Signal Modifications Sheets E-4 thru E6

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>EA</td>
<td>845 $</td>
<td>891.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EA</td>
<td>882 $</td>
<td>663.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EA</td>
<td>15 $</td>
<td>13,758.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EA</td>
<td>14 $</td>
<td>24,795.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LS</td>
<td>1 Schedule of Values shown above</td>
<td>$412,900.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION NO. 14 - CONTRACT FORMS

Agreement
Performance Bond
Payment Bond
Worker's Compensation Certification
Construction & Demolition Debris Recycling Requirements
Guarantee
AGREEMENT
(Construction Contract Over $25,000)
AWARDING PROJECT AT: $2,304,483.50

THIS AGREEMENT, dated for identification June 25, 2019, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and St Francis Electric, LLC, 975 Carden Street, Sacramento, CA 94577 ("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:

- Notice to Contractors
- Proposal Form submitted by the Contractor
- Instructions to Bidders
- Subcontractor and Local Business Enterprise Participation Form
- Drug-Free Workplace Policy and Affidavit
- Construction and Demolition (C&D) Debris Recycling Requirements
- Workers’ Compensation Insurance Certification
- Federal or State funding requirements (if applicable)
- Local Business Enterprise (LBE) Requirements
- Requirements of the Non-Discrimination in Employee Benefits Code
- Ban-The-Box Requirements
- Notice Regarding Assembly Bill 626
- Addenda, if any
- This Agreement
- Standard Specifications
- Special Provisions
- 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:

**HSIP Signal Head Replacement (PN: T151658000)**

Including the Work called for in the following alternative bid items described in the Proposal Form:

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

A. For items of the Work for which a lump sum price is specified in Contractor’s Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor’s Proposal Form; and

B. For items of the Work for which a unit price is specified in Contractor’s Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor’s Proposal Form, unless authorized by Change Order.
6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City’s labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

C. Contractor shall not be paid for any defective or improper Work.

D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City’s Escrow Agreement for Security Deposits in Lieu of Retention.

E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City’s charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 120 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 $2,750 for each working day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by
any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

(4) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the City.
No Workers’ Compensation insurance shall be required if Contractor completes the following certification:

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

B. Additional Insured Coverage

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

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

C. Other Insurance Provisions

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

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

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

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

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

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

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

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

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

C. For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES’ OBLIGATIONS UPON TERMINATION

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

A. The Surety under Contractor’s performance bond shall be fully responsible for all of the Contractor’s remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor’s obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

B. The Surety under Contractor’s payment bond shall be fully responsible for the performance of all of the Contractor’s remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

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

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

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

33. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

34. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and
understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies. Contractor agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

DATE  5-13-19

CONTRACTOR

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

BY ________________________________
Guy Smith
Print Name
Vice President
Title

BY ________________________________

Print Name

Title

DIR Registration #
10000022208

Federal ID#
47-2615956

State ID#
1025077

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
XX Partnership
____ Corporation
XX Limited Liability Company
____ Other (please specify: ________________________)

CITY OF SACRAMENTO
a municipal corporation

DATE ______________________________

BY ________________________________

For: Howard Chan, City Manager

Attest:

______________________________

City Clerk
CITY OF SACRAMENTO
PERFORMANCE BOND
Department of PUBLIC WORKS
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: St Francis Electric, LLC, 975 Carden Street, Sacramento, CA 94577 as principal, hereinafter called Contractor, a contract for construction of:

HSIP Signal Head Replacement (PN: T15165800)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

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

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety): THE GUARANTEE COMPANY OF NORTH AMERICA USA, 1026 OAK ST., STE 200, CALYTON, CA 94517 a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: TWO MILLION THREE HUNDRED FOUR THOUSAND DOLLARS FOUR HUNDRED EIGHTY THREE AND FIFTY CENTS ($2,304,483.50) for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on MAY 13, 2019.

ST. FRANCIS ELECTRIC, LLC

By ____________________________ (Contractor) (Seal)

Title: ANDY AMADOR, VICE PRESIDENT

THE GUARANTEE COMPANY OF NORTH AMERICA USA

By ____________________________ (Surety) (Seal)

Title: ROBERT W. FABCOCK, ATTORNEY-IN-FACT

ORIGINAL APPROVED AS TO FORM:

______________________________
City Attorney

Form approved by CAO 7-1-12
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Mollie Whalen, Katherine Christine Babcock, James Lawrence Ronhaar, Koll Wheatley, Maxwell Newlin, Brandon Keup
R.W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN

County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the foregoing instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 13th day of MAY, 2019.

Randall Musselman, Secretary
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 Alameda

On 5/14/19 before me, Teresa Renee Felder, Notary Public (insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature (Seal)
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 Alameda

On May 13, 2019 before me, KELI WHEATLEY, NOTARY PUBLIC (insert name and title of the officer) personally appeared ROBERT W. BABCOCK who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature ____________________________
(Seal)

KELI WHEATLEY
Notary Public - California
Alameda County
Commission # 2288854
My Comm. Expires May 12, 2023
CITY OF SACRAMENTO
PAYMENT BOND
Department of PUBLIC WORKS
Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to St. Francis Electric, LLC, 975 Carden Street, Sacramento, CA 94577
hereinafter called Contractor, a contract for construction of:

HSIP Signal Head Replacement (PN: T15165800)
Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

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

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety): THE GUARANTEE COMPANY OF NORTH AMERICA USA, 1026 OAK ST., STE. 220; CALYTON, CA 94537
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of TWO MILLION THREE HUNDRED FOUR THOUSAND DOLLARS FOUR HUNDRED EIGHTY THOUSAND FIFTY CENTS ($2,304,483.50) on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney’s fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on MAY 13, 2019.

ST. FRANCIS ELECTRIC, LLC
(Contractor) (Seal)
By: ANDY AMADOR, VICE PRESIDENT

THE GUARANTEE COMPANY OF NORTH AMERICA USA
(Surety) (Seal)
By ROBERT W. BABCOCK, ATTORNEY-IN-FACT
Title: ROBERT W. BABCOCK, ATTORNEY-IN-FACT

ORIGINAL APPROVED AS TO FORM:

City Attorney

Effective 7-1-12

179 of 386
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Mollie Whalen, Katherine Christine Babcock, James Lawrence Ronhaar, Keil Wheatley, Maxwell Newlin, Brandon Keup
R.W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as fully as any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANION OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or the assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer
Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.

Cynthia A. Takai
Notary Public, State of Michigan
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 13TH day of MAY 2019.

Randall Musselman, Secretary
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 Alameda

On 5/14/19 before me, Teresa Renee Felder, Notary Public (insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)
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 Alameda

On MAY 13, 2019 before me, KELI WHEATLEY, NOTARY PUBLIC

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

KELI WHEATLEY
Notary Public - California
Alameda County
Commission # 2286854
My Comm. Expires May 12, 2023
CITY OF SACRAMENTO  
Department of Public Works  
Engineering Services Division  

WORKER'S COMPENSATION CERTIFICATION  
HSIP Signal Head Replacement (PN: T15165800)  

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

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

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

DATE: 5-13-19  
Contractor St Francis Electric LLC  

By [Signature]  
Guy Smith, Vice President  

(Rev. 5-6-91)
GUARANTEE

We hereby guarantee the HSIP Signal Head Replacement (PN: T15165800) the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

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

Dated: 5-13-19

Signed: __________________________
Guy Smith, Vice President

Printed Name
St Francis Electric LLC

Company
975 Carden Street

Address
San Leandro CA 94577

(Rev. 5-5-91)
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   St. Francis Electric, LLC

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership).

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) ________

5. Address (number, street, and apt. or suite no.) See instructions.
   975 Carden Street
   San Leandro, CA 94577

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Employer Identification number

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 for Part II, later.

Sign Here

Date 1/9/19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.
2019 Withholding Exemption Certificate

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name: ST Francis Electric LLC

Payee Information

Name: ST Francis Electric LLC

Address (apt./ste., room, PO box, or PMB no.):
975 Carden Street

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

SSN or ITIN □ PEIN □ CA Corp no. □ CA SOS file no.
4 7 - 2 6 1 5 9 5 6

State ZIP code
CA 9 4 5 7 7

Exemption Reason

Check only one box.

Individuals — Certification of Residency:
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Corporations:
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or Limited Liability Companies (LLCs):
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 ______ (insert letter) or Internal Revenue Code Section 501(c) ____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:
I am the executor of the above-named person’s estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.652.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee’s name and title: Guy Smith, Vice President

Telephone (510)639-0639

Payee's signature: [Signature]

Date: 05/13/2019
Addendum A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Sacramento Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work or said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto.

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article XI of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: 5-13-19

St. Francis Electric LLC

Name of Contractor

(Name of Contractor Representative)
Guy Smith, Vice President

(Authorized Officer & Title)
1003811

CSLB # or Motor Carrier Permit
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of this policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0829370 1-925-798-3334
Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469]
P.O. Box 5668
Concord, CA 94524

COVERAGES

CERTIFICATE NUMBER: 56199773

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

DATE (MM/DD/YYYY)
05/14/2019

CONTACT NAME: Nicki Graham
PHONE (AC No. Ext): (925) 822 9051
FAX (AC No.): (925) 609 5514
E-MAIL: nicki.graham@epicbrokers.com
INSURER(S) AFFORDING COVERAGE

NAMC #
INSURER A: NATIONAL UNION FIRE INS CO OF PITTS 19445
INSURER B: ALLIED WORLD ASSUR CO US INC 19489
INSURER C: ALLIED WORLD NATL ASSUR CO 10690
INSURER D: TRAVELERS PROP CAS CO OF AMER 25674
INSURER F:

A COMMERCIAL GENERAL LIABILITY X X G15342018 04/01/19 04/01/20

GENL AGGREGATE LIMIT APPLIES PER:
POLICY X PROJ LOC

B AUTOMOBILE LIABILITY X X CA4773676 04/01/19 04/01/20

AUX AUTO
OWNED AUTO ONLY SCHEDULED AUTO
Hired AUTO ONLY

EXCESS LIABILITY CLAIMS-MADE

DEO RETENTION $ 3

A WORKERS COMPENSATION AND EMPLOYER'S LIABILITY Y/N Y N/A 04/01/19 04/01/20

X PER STATUTE OTHER

C Pollution 03092664 04/01/19 04/01/20

D Contractor's Equipment QT-660-3H568879-TIL-19 04/01/19 04/01/20

Rented/Leased

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

RE: SFE Job # 19-0953, H5IP Signal Head Replacement, Sacramento CA.

Additional Insured(s): City of Sacramento.

CERTIFICATE HOLDER

City of Sacramento
c/o EXIGIS LLC
PO Box 4668 EGN-#35050
New York, NY 10168-4668
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
Additional Information:

Continued...

When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability all per attached endorsements.

When required by written contract, waiver of subrogation applies to Workers' Compensation per the attached endorsements.

When required by written contract, additional insured status applies with respects to lessors of leased equipments per attached endorsement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION WHO YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</td>
<td>PER THE CONTRACT OR AGREEMENT.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.</td>
<td>Per the contract or agreement</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law;
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Designation Of Premises (Part Leased To You):</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PREMISES OR PART THEREOF LEASED TO YOU.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name Of Person(s) Or Organization(s) (Additional Insured):</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION FROM WHOM YOU LEASE PREMISES OR WHO MANAGES PREMISES YOU OWN AND TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY AS A RESULT OF ANY LEASE OR MANAGEMENT AGREEMENT YOU ENTER INTO WITH SUCH PARTIES.</td>
</tr>
</tbody>
</table>

| Additional Premium: | $ Included |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of

policy No. GL 534 20 18 issued to St. Francis Electric, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only one of the following:

<table>
<thead>
<tr>
<th></th>
<th>Per Project General Aggregate Limit</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>[X]</td>
<td>Per Location General Aggregate Limit</td>
<td>$ 2,000,000</td>
</tr>
</tbody>
</table>

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE, is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard; and
   c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C.
because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
   a. Damages under Coverage A;
   b. Damages under Coverage B; and
   c. Medical Expenses under Coverage C

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
   a. Damages under Coverage A;
   b. Damages under Coverage B; and
   c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

<table>
<thead>
<tr>
<th>Limits of Insurance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit</td>
<td>$ 10,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations Aggregate Limit</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury Limit</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>Damage to Premises Rented to You</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Medical Expense Limit</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit</td>
<td>$ 2,000,000</td>
</tr>
</tbody>
</table>

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.
POLICY NUMBER: GL 534 20 18
NAMED INSURED: St. Francis Electric, LLC

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Pursuant to applicable written contract or agreement you enter into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.
ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019, forms a part of policy No. CA 477-36-76 issued to St. Francis Electric, LLC by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

87950 (10/05)

[Signature]
AUTHORIZED REPRESENTATIVE
ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of policy No. CA 477-36-76 issued to St. Francis Electric, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Jeffrey Whitworth
Authorized Representative or Countersignature (in States Where Applicable)
ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of

policy No. CA 477-36-76 issued to St. Francis Electric, LLC

by National Union Fire Insurance Co. of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.
ENDORSEMENT

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement, effective 12:01 AM 04/01/2019 forms a part of Policy No. WC 022-29-8334

Issued to St. Francis Electric, LLC

By National Union Fire Insurance Company of Pittsburgh, PA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2% of the total estimated workers compensation premium for this policy.

WC 04 03 61 (11/90)

[Signature]

AUTHORIZED REPRESENTATIVE
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
C&D Debris Waste Management Plan

Form submitted by: 

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

A. Building Project Information:

Job Address: ___________________________
Contractor: ___________________________
Address: ___________________________

Engineering Estimate: ___________________________
Phone: ___________________________
Email: ___________________________

B. Briefly describe the project:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

C. Materials Required to be Recycled

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

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: ___________________________
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.
## Certified Mixed C&D Facilities

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Waste / Elder Creek Transfer and Recovery</td>
<td>(916) 387-8425</td>
</tr>
<tr>
<td>Florin-Perkins Public Disposal</td>
<td>(916) 443-5120</td>
</tr>
<tr>
<td>L&amp;D Landfill</td>
<td>(916) 737-8640</td>
</tr>
<tr>
<td>Waste Management / K&amp;M Recycle America</td>
<td>(916) 452-0142</td>
</tr>
</tbody>
</table>

## Franchised Haulers

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

## Recyclers*

<table>
<thead>
<tr>
<th>Recycler Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bell Marine</td>
<td>(916) 442-9089</td>
</tr>
<tr>
<td>C &amp; C Paper Recycling</td>
<td>(916) 920-2673</td>
</tr>
<tr>
<td>EBI Aggregates</td>
<td>(916) 372-7580</td>
</tr>
<tr>
<td>International Paper</td>
<td>(916) 371-4634</td>
</tr>
<tr>
<td>Modern Waste Solutions</td>
<td>(916) 447-6800</td>
</tr>
<tr>
<td>PRIDE Industries, Inc.</td>
<td>(916) 640-1300</td>
</tr>
<tr>
<td>Recycling Industries, Inc.</td>
<td>(916) 452-3961</td>
</tr>
<tr>
<td>Sacramento Local Conservation Corps</td>
<td>(916) 386-8394</td>
</tr>
<tr>
<td>Smurfit-Stone Container Corporation</td>
<td>(916) 381-3340</td>
</tr>
<tr>
<td>Southside Art Center</td>
<td>(916) 387-8080</td>
</tr>
<tr>
<td>Spencer Building Maintenance, Inc.</td>
<td>(916) 922-1900</td>
</tr>
<tr>
<td>Elder Creek Recovery &amp; Transfer Station</td>
<td>(916) 387-8425</td>
</tr>
<tr>
<td>Kiefer Landfill</td>
<td>(916) 875-5555</td>
</tr>
<tr>
<td>L &amp; D Landfill</td>
<td>(916) 383-9420</td>
</tr>
<tr>
<td>North Area Recovery Station</td>
<td>(916) 875-5555</td>
</tr>
<tr>
<td>Sacramento Recycling &amp; Transfer Station</td>
<td>(916) 379-0500</td>
</tr>
<tr>
<td>Waste Management Recycle America</td>
<td>(916) 452-0142</td>
</tr>
</tbody>
</table>

## Recovery Stations & Landfills

More updated information can be found online at: [http://www.cityofsacramento.org/utilities/](http://www.cityofsacramento.org/utilities/)

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

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

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

<table>
<thead>
<tr>
<th>Date</th>
<th>Hauler</th>
<th>Material</th>
<th>Destination</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.


Destination: Indicate the facility that received the material for disposal or recycling

Amount: Indicate the weight. If weight is not known, put volume.

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C&D Debris Waste Log
Rev. 02/01/2011
SECTION NO. 15 - SCHEDULE OF WAGES DATED FEBRUARY 22, 2019
General Decision Number: CA190007 02/22/2019  CA7

Superseded General Decision Number: CA20180009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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<th>Modification Number</th>
<th>Publication Date</th>
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<tr>
<td>3</td>
<td>02/22/2019</td>
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</table>

ASBE0016-001 08/01/2018

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes
Asbestos Workers/Insulator
(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

Area 1..............................$ 68.11 23.28
Area 2..............................$ 51.71 23.28

ASBE0016-007 06/25/2018

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates  Fringes

Asbestos Removal
worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)

Area 1..............................$ 30.81 22.71
Area 2..............................$ 31.81 22.71

BOIL0549-002 10/01/2016

Rates  Fringes

BOILERMAKER
(1) Marin & Solano Counties.$ 43.28 37.91
(2) Remaining Counties.......$ 39.68 35.71

BRCA0003-001 08/01/2017

Rates  Fringes

MARBLE FINISHER.................$ 32.60 15.31

BRCA0003-004 05/01/2017

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

Rates  Fringes

BRICKLAYER
Area 1..............................$ 39.66 20.76
Area 2..............................$ 42.34 25.83
SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

<table>
<thead>
<tr>
<th>BRCA0003-008 09/01/2017</th>
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<tbody>
<tr>
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<tr>
<td>TERRAZZO FINISHER.................$ 35.14</td>
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<tr>
<td>TERRAZZO WORKER/SETTER...........$ 44.11</td>
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</table>

<table>
<thead>
<tr>
<th>BRCA0003-010 04/01/2018</th>
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<tbody>
<tr>
<td><strong>Rates</strong></td>
</tr>
<tr>
<td>TILE FINISHER</td>
</tr>
<tr>
<td>Area 1.........................$ 26.04</td>
</tr>
<tr>
<td>Area 2.........................$ 26.36</td>
</tr>
<tr>
<td>Area 3.........................$ 28.56</td>
</tr>
<tr>
<td>Area 4.........................$ 26.69</td>
</tr>
<tr>
<td>Tile Layer</td>
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<tr>
<td>Area 1.........................$ 43.36</td>
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<tr>
<td>Area 2.........................$ 43.02</td>
</tr>
<tr>
<td>Area 3.........................$ 47.77</td>
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<tr>
<td>Area 4.........................$ 44.64</td>
</tr>
</tbody>
</table>

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

<table>
<thead>
<tr>
<th>BRCA0003-014 08/01/2017</th>
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<td>MARBLE MASON...............$ 44.60</td>
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<table>
<thead>
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<th>CARP0034-001 07/01/2018</th>
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<tbody>
<tr>
<td><strong>Rates</strong></td>
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<tr>
<td>Diver</td>
</tr>
<tr>
<td>Assistant Tender, ROV</td>
</tr>
<tr>
<td>Tender/Technician.........$ 47.65</td>
</tr>
<tr>
<td>Diver standby.............$ 52.61</td>
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<tr>
<td>Diver Tender..............$ 51.82</td>
</tr>
<tr>
<td>Diver wet..................$ 97.17</td>
</tr>
<tr>
<td>Manifold Operator (mixed gas)..........................$ 56.82</td>
</tr>
<tr>
<td>Manifold Operator (Standby)$ 51.82</td>
</tr>
</tbody>
</table>

DEPHT PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft  $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48” in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piledriver</td>
<td>$46.65</td>
<td>31.91</td>
</tr>
</tbody>
</table>

---

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>Drywall Installers/Lathers: Area 1</td>
<td>$48.40</td>
<td>29.76</td>
</tr>
<tr>
<td>Drywall Installers/Lathers: Area 3</td>
<td>$43.02</td>
<td>29.76</td>
</tr>
<tr>
<td>Drywall Installers/Lathers: Area 4</td>
<td>$41.67</td>
<td>29.76</td>
</tr>
<tr>
<td>Drywall Stocker/Scraper: Area 1</td>
<td>$24.20</td>
<td>17.29</td>
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<tr>
<td>Drywall Stocker/Scraper: Area 3</td>
<td>$21.51</td>
<td>17.51</td>
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<tr>
<td>Drywall Stocker/Scraper: Area 4</td>
<td>$20.84</td>
<td>17.29</td>
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CARP0035-009 07/01/2018

Marin County

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$48.40</td>
<td>29.32</td>
</tr>
</tbody>
</table>
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.........................$ 48.55     29.32
Journeyman Carpenter.......$ 48.40     29.32
Millwright...................$ 48.50     30.91

CARP0035-010 07/01/2017

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Modular Furniture Installer</td>
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<tr>
<td>Area 1</td>
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<tr>
<td>Installer I..................$ 24.91</td>
<td>19.63</td>
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<tr>
<td>Installer II..................$ 22.18</td>
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<tr>
<td>Lead Installer................$ 29.06</td>
<td>20.92</td>
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<tr>
<td>Master Installer...............$ 33.28</td>
<td>20.92</td>
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<td>Area 2</td>
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<tr>
<td>Installer I..................$ 22.96</td>
<td>20.42</td>
</tr>
<tr>
<td>Installer II..................$ 20.01</td>
<td>20.42</td>
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<td>Lead Installer................$ 25.93</td>
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<td>Master Installer...............$ 29.56</td>
<td>20.92</td>
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<td>Area 3</td>
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<tr>
<td>Installer I..................$ 22.01</td>
<td>20.42</td>
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<tr>
<td>Installer II..................$ 19.24</td>
<td>20.42</td>
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<td>20.92</td>
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<tr>
<td>Master Installer...............$ 31.83</td>
<td>20.92</td>
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CARP0046-001 07/01/2018

El Dorado (West), Placer (West), Sacramento and Yolo Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
</tr>
<tr>
<td>Carpenter..................$ 48.40</td>
<td>29.32</td>
</tr>
</tbody>
</table>
| Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw | |
| Filer.........................$ 42.67 | 29.32 |
| Journeyman Carpenter.......$ 42.52 | 29.32 |
| Millwright...................$ 45.02 | 30.91 |

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2018

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties
<table>
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<tr>
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<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>Bridge Builder/Highway</strong></td>
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</tr>
<tr>
<td>Carpenter</td>
<td>$48.40</td>
<td>29.32</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
<td>$41.32</td>
<td>29.32</td>
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<tr>
<td>Filer</td>
<td>$40.17</td>
<td>29.32</td>
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<tr>
<td>Journeyman Carpenter</td>
<td>$43.67</td>
<td>30.91</td>
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<tr>
<td><strong>Amador County</strong></td>
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<tr>
<td><strong>Carpenters</strong></td>
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<tr>
<td><strong>Bridge Builder/Highway</strong></td>
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</tr>
<tr>
<td>Carpenter</td>
<td>$48.40</td>
<td>29.32</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
<td>$41.32</td>
<td>29.32</td>
</tr>
<tr>
<td>Filer</td>
<td>$41.17</td>
<td>29.32</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$43.67</td>
<td>30.91</td>
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<tr>
<td><strong>Solano County</strong></td>
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<tr>
<td><strong>Carpenters</strong></td>
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<tr>
<td><strong>Bridge Builder/Highway</strong></td>
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<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>$48.40</td>
<td>29.32</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
<td>$48.55</td>
<td>29.32</td>
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<tr>
<td>Filer</td>
<td>$48.40</td>
<td>29.32</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$48.50</td>
<td>30.91</td>
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<tr>
<td><strong>Napa and Sonoma Counties</strong></td>
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<tr>
<td><strong>Carpenters</strong></td>
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<td></td>
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<tr>
<td><strong>Bridge Builder/Highway</strong></td>
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<tr>
<td>Carpenter</td>
<td>$48.40</td>
<td>29.32</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
<td>$48.55</td>
<td>29.32</td>
</tr>
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<td>Filer</td>
<td>$48.50</td>
<td>29.32</td>
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<tr>
<td>Journeyman Carpenter</td>
<td>$48.50</td>
<td>30.91</td>
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</table>
CARP1599-001 07/01/2018

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$48.40</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw</td>
<td></td>
</tr>
<tr>
<td>Filer</td>
<td>$41.32</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$41.17</td>
</tr>
<tr>
<td>Millwright</td>
<td>$43.67</td>
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ELEC0180-001 06/01/2017

NAPA AND SOLANO COUNTIES

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<td>CABLE SPLICER</td>
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<td>3%+20.13</td>
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ELEC0180-003 12/01/2018

NAPA AND SOLANO COUNTIES

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<td>Sound &amp; Communications</td>
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<tr>
<td>Installer</td>
<td>$38.42</td>
</tr>
<tr>
<td>Technician</td>
<td>$44.18</td>
</tr>
</tbody>
</table>

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES
Rates Fringes

Communications System
Sound & Communications
Installer....................$ 29.35 3%+15.35
Sound & Communications
Technician....................$ 33.75 3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS
   Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS
   Perimeter security systems
   Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS
   SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)
   Inventory Control Systems Digital Data Systems
   Broadband and Baseband and Carriers Point of Sale Systems
   VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems
   WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
   1. The project involves new or major remodel building trades construction.
   2. The conductors for the fire alarm system are installed in conduit.
ELEC0340-003 08/01/2018

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remaining area...........$ 40.06</td>
<td>28.54</td>
</tr>
<tr>
<td>Sierra Army Depot, Herlong..$ 48.83</td>
<td>18.54</td>
</tr>
<tr>
<td>Tunnel work..............$ 41.01</td>
<td>18.54</td>
</tr>
</tbody>
</table>

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2018

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN.................$ 40.50</td>
<td>17.38</td>
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ELEC0551-004 06/01/2018

MARIN AND SONOMA COUNTIES

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<thead>
<tr>
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<tbody>
<tr>
<td>ELECTRICIAN..................................$ 48.40</td>
<td>22.66</td>
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ELEC0551-005 12/01/2018

MARIN & SONOMA COUNTIES

<table>
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<tr>
<th>Rates</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Sound &amp; Communications</td>
<td></td>
</tr>
<tr>
<td>Installer..................$ 38.42</td>
<td>20.11</td>
</tr>
<tr>
<td>Technician.................$ 44.18</td>
<td>20.29</td>
</tr>
</tbody>
</table>

SCOPE OF WORK INCLUDES:
- SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone);
- FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
- TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES:
- Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having
floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

* FIFC0659-006 01/01/2019

DEL NORTE, MODOC and SISKIYOU COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
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</tr>
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<tbody>
<tr>
<td>ELECTRICIAN</td>
<td>$35.19</td>
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<table>
<thead>
<tr>
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<tr>
<td>ELECTC0659-008 02/01/2018</td>
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</table>

DEL NORTE, MODOC & SISKIYOU COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Construction</td>
<td></td>
</tr>
<tr>
<td>(1) Cable Splicer</td>
<td>$57.94</td>
</tr>
<tr>
<td>(2) Lineman, Pole Sprayer, Heavy Line Equipment Man</td>
<td>$51.73</td>
</tr>
<tr>
<td>(3) Tree Trimmer</td>
<td>$31.10</td>
</tr>
<tr>
<td>(4) Line Equipment Man</td>
<td>$51.73</td>
</tr>
<tr>
<td>(5) Powdermen, Jackhammermen</td>
<td>$33.80</td>
</tr>
<tr>
<td>(6) Groundman</td>
<td>$33.11</td>
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</tbody>
</table>

<table>
<thead>
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<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>ELECl245-004 01/01/2019</td>
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ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

<table>
<thead>
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<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>LINE CONSTRUCTION</td>
<td></td>
</tr>
<tr>
<td>(1) Lineman; Cable splicer</td>
<td>$56.79</td>
</tr>
<tr>
<td>(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead &amp; underground distribution line equipment)</td>
<td>$45.36</td>
</tr>
<tr>
<td>(3) Groundman</td>
<td>$34.68</td>
</tr>
<tr>
<td>(4) Powderman</td>
<td>$49.55</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>ELEV0008-001 01/01/2019</td>
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</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELEVATOR MECHANIC</td>
<td>$67.56</td>
</tr>
</tbody>
</table>

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
Thanksgiving, and Christmas Day.

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Rates Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:
(1) Leverman...............$ 44.77  31.25
(2) Dredge Dozer; Heavy
duty repairman............$ 39.81  31.25
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator..................$ 38.69  31.25
(4) Bargeeman; Deckhand;
Fireman; Leveehand; Oiler..$ 35.39  31.25

AREA 2:
(1) Leverman...............$ 46.77  31.25
(2) Dredge Dozer; Heavy
duty repairman............$ 41.81  31.25
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator..................$ 40.69  31.25
(4) Bargeeman; Deckhand;
Fireman; Leveehand; Oiler..$ 37.39  31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part
GLEN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part
ENGI0003-018 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| OPERATOR: Power Equipment (AREA 1:)
GROUP 1 ........................ $ 44.67 30.39 |
GROUP 2 ........................ $ 43.14 30.39 |
GROUP 3 ........................ $ 41.66 30.39 |
GROUP 4 ........................ $ 40.28 30.39 |
GROUP 5 ........................ $ 39.01 30.39 |
GROUP 6 ........................ $ 37.69 30.39 |
GROUP 7 ........................ $ 36.55 30.39 |
GROUP 8 ........................ $ 35.41 30.39 |
GROUP 8-A ........................ $ 33.20 30.39 |
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)
GROUP 1 ........................ $ 46.30 30.39 |
Cranes ........................ $ 46.30 30.39 |
Oiler ........................ $ 36.63 30.39 |
Truck crane oiler .............. $ 39.20 30.39 |
GROUP 2 ........................ $ 43.79 30.39 |
Cranes ........................ $ 43.79 30.39 |
Oiler ........................ $ 36.36 30.39 |
Truck crane oiler .............. $ 38.98 30.39 |
GROUP 3 ........................ $ 42.05 30.39 |
Cranes ........................ $ 42.05 30.39 |
Hydraulic ...................... $ 38.32 30.39 |
Oiler ........................ $ 36.14 30.39 |
Truck Crane Oilier ............ $ 38.71 30.39 |
GROUP 4 ........................ $ 39.01 30.39 |
Cranes ........................ $ 39.01 30.39 |
OPERATOR: Power Equipment (Pile Driving - AREA 1:)
GROUP 1 ........................ $ 45.89 30.39 |
Lifting devices ............... $ 45.89 30.39 |
Oiler ........................ $ 36.63 30.39 |
Truck crane oiler .............. $ 39.20 30.39 |
GROUP 2 ........................ $ 44.07 30.39 |
Lifting devices ............... $ 44.07 30.39 |
Oiler ........................ $ 36.36 30.39 |
Truck Crane Oilier ............ $ 38.98 30.39 |
GROUP 3 ........................ $ 42.39 30.39 |
Lifting devices ............... $ 42.39 30.39 |
Oiler ........................ $ 36.14 30.39 |
Truck Crane Oilier ............ $ 38.71 30.39 |
GROUP 4 ........................ $ 40.62 30.39 |
Lifting devices ............... $ 40.62 30.39 |
GROUP 5 ........................ $ 39.32 30.39 |
Lifting devices ............... $ 39.32 30.39 |
GROUP 6 ........................ $ 37.98 30.39 |
Lifting devices ............... $ 37.98 30.39 |
OPERATOR: Power Equipment (Steel Erection - AREA 1:)
GROUP 1 ........................ $ 46.30 30.39 |
Cranes ........................ $ 46.30 30.39 |
Oiler.................. $36.63 30.39
Truck Crane Oiler...... $39.20 30.39

GROUP 2
Cranes.................. $43.79 30.39
Oiler........................ $36.36 30.39
Truck Crane Oiler......... $38.98 30.39

GROUP 3
Cranes.................. $42.05 30.39
Hydraulic ................ $38.32 30.39
Oiler........................ $36.14 30.39
Truck Crane Oiler......... $38.71 30.39

GROUP 4
Cranes.................. $39.01 30.39

GROUP 5
Cranes.................. $35.13 30.39

OPERATOR: Power Equipment
(Tunnel and Underground Work)

- AREA 1:

SHAFTS, STOPES, RAISES:

GROUP 1.................. $40.77 30.39
GROUP 1-A................ $43.24 30.39
GROUP 2.................. $39.51 30.39
GROUP 3.................. $38.18 30.39
GROUP 4.................. $37.04 30.39
GROUP 5.................. $35.90 30.39

UNDERGROUND:

GROUP 1.................. $40.67 30.39
GROUP 1-A................ $43.14 30.39
GROUP 2.................. $39.41 30.39
GROUP 3.................. $38.08 30.39
GROUP 4.................. $36.94 30.39
GROUP 5.................. $35.80 30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds.
m-r-c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push
cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burn, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screeed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screeed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor
combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunit); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunit/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and
including 100 tons; Clamshell up to and including 7 cu.
yds.; Self-propelled boom-type lifting device over 45 tons;
Truck crane or crawler, land or barge mounted, over 45 tons
up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-
propelled boom-type lifting device 45 tons and under;
Skid/scow piledriver, any tonnage; Truck crane or crawler,
land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-
propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100
tons; Self-propelled boom-type lifting device over 45 tons
to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type
lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty
repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;
Mucking machine (rubber tired, rail or track type); Raised
bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete
pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine
operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and
compressor (gunite); Compressor operator; Oiler; Pump
operator; Slusher operator

-----------------------------------------------

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND
UNDERGROUND  [These areas do not apply to Piledrivers and
Steel Erectors]

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, YUBA

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder
TEHAMA COUNTY:
   Area 1: All but the Western border with mendocino & Trinity Counties
   Area 2: Remainder

TRINITY COUNTY:
   Area 1: East Central part and the Northeaster border with Shasta County
   Area 2: Remainder

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07/26/2017

SEE AREA DESCRIPTIONS BELOW

<table>
<thead>
<tr>
<th>OPERATOR: Power Equipment</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(LANDSCAPE WORK ONLY)</td>
<td></td>
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</tr>
<tr>
<td>GROUP 1</td>
<td></td>
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<tr>
<td>AREA 1.....................$ 34.05</td>
<td>28.73</td>
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<tr>
<td>AREA 2.....................$ 36.05</td>
<td>28.73</td>
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<td>GROUP 2</td>
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<tr>
<td>AREA 1.....................$ 30.45</td>
<td>28.73</td>
<td></td>
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<td>AREA 2.....................$ 32.45</td>
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<tr>
<td>GROUP 3</td>
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<td>AREA 2.....................$ 27.84</td>
<td>28.73</td>
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</tbody>
</table>

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCEDE, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder
SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 01/01/2019

<table>
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<th>Rates</th>
<th>Fringes</th>
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<tr>
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<td>23.41</td>
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<tr>
<td>Ornamental, Reinforcing and Structural.............$ 39.00</td>
<td>32.05</td>
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PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock
LAB00067-001 12/01/2018

AREA "A" - MARIN COUNTY

AREA "B" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
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<tr>
<td>Marin County</td>
<td>$ 31.81</td>
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<tr>
<td>Remaining Counties</td>
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LAB00067-005 06/27/2017

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCEDE, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>LABORER (TRAFFIC CONTROL/LANE CLOSURE)</td>
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</tr>
<tr>
<td>Escort Driver, Flag Person</td>
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</tr>
<tr>
<td>Area A</td>
<td>$ 29.54</td>
</tr>
<tr>
<td>Area B</td>
<td>$ 28.54</td>
</tr>
<tr>
<td>Traffic Control Person I</td>
<td></td>
</tr>
<tr>
<td>Area A</td>
<td>$ 29.84</td>
</tr>
<tr>
<td>Area B</td>
<td>$ 28.84</td>
</tr>
<tr>
<td>Traffic Control Person II</td>
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</tr>
<tr>
<td>Area A</td>
<td>$ 27.34</td>
</tr>
<tr>
<td>Area B</td>
<td>$ 26.34</td>
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</table>

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00185-002 07/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

<table>
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<th>Rates</th>
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<tbody>
<tr>
<td>LABORER</td>
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Mason Tender-Brick...........$ 31.20 22.20

LAB00185-005 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHAASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:
GROUP 1.......................$ 37.82 24.11
GROUP 2.......................$ 37.59 24.11
GROUP 3.......................$ 37.34 24.11
GROUP 4.......................$ 36.89 24.11
GROUP 5.......................$ 36.35 24.11
Shotcrete Specialist........$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHAASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT)
LABORERS - AREA B:)

Construction Specialist
Group.......................$ 30.49 23.20
GROUP 1.......................$ 29.79 23.20
GROUP 1-a....................$ 30.01 23.20
GROUP 1-c....................$ 30.01 23.20
GROUP 1-e....................$ 30.34 23.20
GROUP 1-f....................$ 30.37 23.20
GROUP 2.......................$ 29.64 23.20
GROUP 3 .................... $ 29.54 23.20
GROUP 4 .................... $ 23.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE)

LABORERS - AREA B:)

(1) New Construction ........ $ 29.54 23.20
(2) Establishment Warranty Period .................... $ 23.23 23.20

LABORER (GUNITE - AREA B:)

GROUP 1 .................... $ 29.75 22.31
GROUP 2 .................... $ 29.25 22.31
GROUP 3 .................... $ 28.66 22.31
GROUP 4 .................... $ 28.54 22.31

LABORER (WRECKING - AREA B:)

GROUP 1 .................... $ 29.79 23.20
GROUP 2 .................... $ 29.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trenched - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewraper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Criber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonewater and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete
chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watche
Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-008 07/01/2018

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<td>Plasterer tender $32.02</td>
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Work on a swing stage scaffold: $1.00 per hour additional.

LAB00261-002 06/25/2018

MARIN COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>LABORER (TRAFFIC CONTROL/LANE CLOSURE)</td>
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<tr>
<td>Escort Driver, Flag Person $30.54</td>
<td>23.65</td>
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<tr>
<td>Traffic Control Person I $30.84</td>
<td>23.65</td>
</tr>
<tr>
<td>Traffic Control Person II $28.34</td>
<td>23.65</td>
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</table>
TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LAB00261-004 06/25/2018

MARIN COUNTY

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<tr>
<td><strong>Tunnel and Shaft Laborers:</strong></td>
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<tr>
<td>GROUP 1.</td>
<td>$37.82</td>
</tr>
<tr>
<td>GROUP 2.</td>
<td>$37.59</td>
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<td>GROUP 3.</td>
<td>$37.34</td>
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<tr>
<td>GROUP 4.</td>
<td>$36.89</td>
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<td>GROUP 5.</td>
<td>$36.35</td>
</tr>
<tr>
<td>Shotcrete Specialist.</td>
<td>$38.34</td>
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</table>

**TUNNEL AND SHAFT CLASSIFICATIONS**

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzle; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retrimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB00261-007 07/01/2018

MARIN AND NAPA COUNTIES

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<tr>
<td>Mason Tender-Brick.</td>
<td>$32.45</td>
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LAB00261-010 06/25/2018

MARIN COUNTY

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<td><strong>LABORER (CONSTRUCTION CRAFT</strong></td>
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LABORERS - AREA A:

Construction Specialist

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
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<tbody>
<tr>
<td></td>
<td>$30.54</td>
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GROUP 1

<table>
<thead>
<tr>
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<tbody>
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<td>1</td>
<td>$30.79</td>
</tr>
<tr>
<td>1-a</td>
<td>$31.01</td>
</tr>
<tr>
<td>1-c</td>
<td>$30.84</td>
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<tr>
<td>1-e</td>
<td>$31.34</td>
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<td>1-f</td>
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<td>3</td>
<td>$30.54</td>
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<tr>
<td>4</td>
<td>$24.23</td>
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See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:

(1) New Construction...........$ 30.54  23.20
(2) Establishment Warranty Period...........$ 24.23  23.20

LABORER (GUNITE - AREA A:)

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<thead>
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<th>Rate</th>
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<tbody>
<tr>
<td>1</td>
<td>$30.75</td>
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<tr>
<td>2</td>
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<td>3</td>
<td>$29.66</td>
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<td>4</td>
<td>$29.54</td>
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LABORER (WRECKING - AREA A:)

<table>
<thead>
<tr>
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<th>Rate</th>
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<tbody>
<tr>
<td>1</td>
<td>$30.79</td>
</tr>
<tr>
<td>2</td>
<td>$30.64</td>
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</tbody>
</table>

FOOTNOTES:

Laborers working off or with or from bos’n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of
voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibraseed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling
of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches.

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

------------------------------------------
GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

------------------------------------------
WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

------------------------------------------
LAB00261-015 07/01/2018

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<thead>
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<tbody>
<tr>
<td>$ 32.02</td>
<td>23.00</td>
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Work on a swing stage scaffold: $1.00 per hour additional.

------------------------------------------
LAB00324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES
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<thead>
<tr>
<th>Laborer</th>
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<tbody>
<tr>
<td>Escort Driver, Flag Person</td>
<td>$29.54</td>
<td>23.65</td>
</tr>
<tr>
<td>Traffic Control Person I</td>
<td>$29.84</td>
<td>23.65</td>
</tr>
<tr>
<td>Traffic Control Person II</td>
<td>$27.34</td>
<td>23.65</td>
</tr>
</tbody>
</table>

**TRAFFIC CONTROL PERSON I:** Layout of traffic control, crash cushions, construction area and roadside signage.

**TRAFFIC CONTROL PERSON II:** Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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<table>
<thead>
<tr>
<th>Label</th>
<th>Rate</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Tunnel and Shaft Laborers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 1: Diamond driller</td>
<td>$37.82</td>
<td>24.11</td>
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<tr>
<td>Groundmen; Gunite and shotcrete nozzlemen</td>
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<td></td>
</tr>
<tr>
<td>Group 2: Rodmen; Shaft work &amp; raise (below actual or excavated ground level)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite &amp; shotcrete gunman &amp; potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house</td>
<td></td>
<td></td>
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<tr>
<td>Group 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 5: Grout crew; Reboundman; Swamper/ Brakeman</td>
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<table>
<thead>
<tr>
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Mason Tender-Brick.........$ 31.45 22.20

LAB00324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

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<tr>
<td>GROUP 1</td>
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<td>GROUP 1-a</td>
<td>$ 30.01</td>
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<tr>
<td>GROUP 1-c</td>
<td>$ 29.84</td>
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<tr>
<td>GROUP 1-e</td>
<td>$ 30.34</td>
<td>23.20</td>
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<tr>
<td>GROUP 1-f</td>
<td>$ 29.37</td>
<td>23.20</td>
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<tr>
<td>GROUP 2</td>
<td>$ 29.64</td>
<td>23.20</td>
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<tr>
<td>GROUP 3</td>
<td>$ 29.54</td>
<td>23.20</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 23.23</td>
<td>23.20</td>
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</table>

See groups 1-b and 1-d under laborer classifications.

LABORER (CONSTRUCTION CRAFT)

LABORERS - AREA B:

LABORER (HORTICULTURAL & LANDSCAPE)

LABORERS - AREA B:

(1) New Construction.........$ 29.54 23.20
(2) Establishment Warranty
Period.................$ 23.23 23.20

LABORER (GUNIT - AREA B:)

GROUP 1.................$ 29.75 22.31
GROUP 2.................$ 29.25 22.31
GROUP 3.................$ 28.66 22.31
GROUP 4.................$ 28.54 22.31

LABORER (WRECKING - AREA B:)

GROUP 1.................$ 29.79 23.20
GROUP 2.................$ 29.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipe wrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-It machine; Faller, log loader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or
over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials): Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonemayer and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker.

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GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding.

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GROUP 1-f: Wire winding machine in connection with guniting.
or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

---------------------------------------------

GUNIT LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

---------------------------------------------

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

---------------------------------------------

LAB00324-019 07/01/2018
Plasterer tender .................. $32.02 23.00

Work on a swing stage scaffold: $1.00 per hour additional.

MARIN, NAPA, SOLANO & SONOMA COUNTIES

Painters: ....................... $40.62 23.83

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per hour additional

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

DRYWALL FINISHER/TAPER ......... $41.03 25.34

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Painters: .......................... $32.91 19.26

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.
* PAIN0016-008 01/01/2019

MARI, NAPA, SOLANO AND SONOMA COUNTIES

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<tbody>
<tr>
<td>SOFT FLOOR LAYER..................$ 48.60</td>
<td>27.43</td>
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MARI, NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

<table>
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<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>GLAZIER..........................$ 49.13</td>
<td>28.09</td>
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* PAIN0567-001 07/01/2018

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

<table>
<thead>
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<tbody>
<tr>
<td>Painters:</td>
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<tr>
<td>Brush and Roller..............$ 26.70</td>
<td>13.04</td>
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<tr>
<td>Spray Painter &amp; Paperhanger.$ 28.04</td>
<td>13.04</td>
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PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

* PAIN0567-007 07/01/2018

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>SOFT FLOOR LAYER..................$ 29.10</td>
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* PAIN0567-010 07/01/2018

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN
COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

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<tr>
<td>(1) Taper.$ 31.82</td>
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<tr>
<td>(2) Steeplejack - Taper, over 40 ft with open space below.$ 33.32</td>
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PAIN0767-004 07/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

<table>
<thead>
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<tbody>
<tr>
<td>GLAZIER.$ 37.57</td>
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Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

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<td>GROUP 2.$ 29.25</td>
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<tr>
<td>GROUP 3.$ 29.59</td>
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CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 10/01/2018

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY;
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PLAS0300-003 07/01/2018

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PLAS0300-005 07/01/2017

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PLUM0038-002 07/01/2018

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PLUM0038-006 07/01/2018

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PLUM0228-001 01/01/2019
BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

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</tr>
<tr>
<td>PLUM0343-001 01/01/2019</td>
<td></td>
</tr>
</tbody>
</table>

NAPA AND SOLANO COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER/PIPEFITTER</td>
<td></td>
</tr>
<tr>
<td>Light Commercial...</td>
<td>$30.85</td>
</tr>
<tr>
<td>All Other Work......</td>
<td>$51.00</td>
</tr>
</tbody>
</table>

DEFINITION OF LIGHT COMMERCIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project.

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2018

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER/PIPEFITTER</td>
<td></td>
</tr>
<tr>
<td>PLUM0355-001 07/01/2018</td>
<td></td>
</tr>
</tbody>
</table>

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Utility Worker /Landscape Fitter</td>
<td></td>
</tr>
<tr>
<td>PLUM0442-003 01/01/2019</td>
<td></td>
</tr>
</tbody>
</table>

AMADOR (South of San Joaquin River) and ALPINE COUNTIES
<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER</td>
<td>$42.25</td>
<td>30.64</td>
</tr>
</tbody>
</table>

**PLUMO447-001 07/01/2017**

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$48.37</td>
<td>24.00</td>
</tr>
<tr>
<td>Light Commercial Work</td>
<td>$36.23</td>
<td>17.72</td>
</tr>
</tbody>
</table>

**ROOF0081-006 08/01/2018**

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$39.40</td>
<td>17.58</td>
</tr>
</tbody>
</table>

**ROOF0081-007 08/01/2018**

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHAsta, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$36.57</td>
<td>18.23</td>
</tr>
</tbody>
</table>

**SFCA0483-003 07/01/2018**

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$63.87</td>
<td>30.62</td>
</tr>
</tbody>
</table>

**SFCA0669-003 04/01/2017**

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, Lassen, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER</td>
<td>$37.20</td>
<td>15.84</td>
</tr>
</tbody>
</table>

**SHEE0104-006 07/02/2018**

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet Metal Worker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rate Description</td>
<td>Rate</td>
<td>Fringe</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-------</td>
<td>--------</td>
</tr>
<tr>
<td>$200,000 or less</td>
<td>$ 51.87</td>
<td>37.19</td>
</tr>
<tr>
<td>All other work</td>
<td>$ 59.11</td>
<td>38.54</td>
</tr>
</tbody>
</table>

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
<td>$ 42.91</td>
<td>34.45</td>
</tr>
</tbody>
</table>

ALPINE COUNTY

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
<td>$ 40.34</td>
<td>32.80</td>
</tr>
</tbody>
</table>

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TAHAMA, YOLO AND YUBA COUNTIES

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet Metal Worker (Metal decking and siding only)</td>
<td>$ 39.93</td>
<td>32.70</td>
</tr>
</tbody>
</table>

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER (Metal Decking and Siding only)</td>
<td>$ 37.53</td>
<td>32.10</td>
</tr>
</tbody>
</table>

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER Mechanical Jobs $200,000 &amp; under</td>
<td>$ 32.21</td>
<td>32.29</td>
</tr>
<tr>
<td>Mechanical Jobs over $200,000</td>
<td>$ 42.91</td>
<td>34.43</td>
</tr>
</tbody>
</table>

TEAM0094-001 07/01/2018

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck drivers:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$ 31.68</td>
<td>27.86</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$ 31.98</td>
<td>27.86</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$ 32.28</td>
<td>27.86</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 32.63</td>
<td>27.86</td>
</tr>
</tbody>
</table>
FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Forklift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or person haul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or service person; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or piow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, leFourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers
Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

--------------------------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
Introduction

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

Electronic web submittals of labor compliance documents are effective as of May 1, 2007. Each contractor and every lower tier sub-contractor are required to submit labor compliance documents electronically at the discretion of the City of Sacramento utilizing LCPtracker.net.
Labor Compliance Requirements  
(Prevailing Wage, SB 854, AB219, Etc.)

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

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

SB 854 – Important Information for Contractors

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

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $400. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
- Must have workers’ compensation coverage for any employees and only use subcontractors who are registered public works contractors.
• Must have Contractors State License Board license if applicable to trade.
• Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
• Must not be under federal or state debarment.
• Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
• The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
• Additionally, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at http://www.dir.ca.gov/Public-Works/SB854.html (also for all SB854 related information).

Concrete Delivery Legislation (AB 219) Fact Sheet
Assembly Bill 219 (Daly, Chapter 739, Statutes of 2015) adds Section 1720.9 to the Labor Code. This bill expands the definition of public works under the California Prevailing Wage Law to include:
...the hauling and delivery of ready-mixed concrete to carry out a public works, contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.
Section 1720.9 defines the term ready-mixed concrete and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the Department of Industrial Relations. The statute also requires a written agreement between the party hauling or delivering ready-mixed concrete and the party that engaged its services. The agreement must specify compliance with the Prevailing Wage Law.

Finally, section 1720.0 requires that the hauling or delivery company provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

The amendments do not apply to public works contracts that were advertised for bid or awarded prior to July 1, 2016.

Registration with the Department of Industrial Relations
Ready-mix haulers and companies that deliver ready-mixed concrete for public works projects are considered subcontractors under Labor Code section 1722.1 and must register with the Department of Industrial Relations as specified in Labor Code section 1725.5. A Contractors State License Board license is not required to register with DIR or to work on a public works project (contractors working in a trade that is subject to licensing by the CSLB will still be subject to CSLB licensing requirements).

Suppliers and other trucking companies will need to provide a Public Utilities Commission license number, U.S. Department of Transportation license number, and any other state or federal license, if one is required for your business. If none of these apply, the supplier can register with DIR by selecting other in the license type menu and entering N/A for not applicable in the license number field.

Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)
Every contract for any construction project, as defined in Section 1782 of the California Labor Code, to be performed within the state at the expense of the city, or paid out of city moneys, whether such work be done directly under contract award, or indirectly by or under subcontract, sub partnership, day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in addition to other provisions required by law, that any person performing labor in the state in execution of such contracts, subcontract, sub partnership, day labor, station labor, piece work or any other arrangement shall be paid not less than the
general prevailing rate of wages in private employment for similar work in the city; provided, however, that the foregoing provisions as to payment of the general prevailing rate of wages shall not apply to: (a) contracts for any construction project originally awarded or executed in an amount of twenty-five thousand dollars ($25,000.00) or less; (b) contracts for any alteration, demolition, repair, or maintenance work originally awarded or executed in an amount of fifteen thousand dollars ($15,000) or less; (c) materials for which no manufacturing plant exists in the city; or (d) standard materials or commodities carried in stock by dealers or manufacturers generally.

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

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

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source. Please refer to http://www.dir.ca.gov/ for general requirements by DIR (Department of Industrial Relations in the State of California). For additional information about public works requirements, please visit the public works section at http://www.dir.ca.gov/Public-Works/PublicWorks.html.
California Wage Determinations

Website
The State Wage Determination can be found on-line by accessing the following web site:
http://www.dir.ca.gov/OPRL/pwd/

For additional information you may contact: Division of Labor Statistics and Research (DLSR) (415) 703-4774.

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

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

Single Asterisk * (Good for life of project)
Example: Expiration Date of Determination: June 27, 2008*

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

Double Asterisks ** (Indicates expiration date & a wage or fringe benefit increase)
Example: Expiration Date of Determination: June 30, 2009**

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

On-Site Posting Required
All contractors must post a copy of the applicable State Wage Determinations and Labor Compliance Contacts sheet provided at the preconstruction meeting.
Federal Wage Determinations

Web Site
The Federal Wage Determinations can be found on-line by accessing the following web site:
http://www.wdol.gov. **Applicable Federal Wage Determinations are included in your contract.**

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

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

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

On-Site Posting Required
All contractors must post a copy of the applicable Federal Wage Determination and the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster that is provided at the preconstruction meeting. [https://www.dol.gov/compliance/guide/dbra.htm](https://www.dol.gov/compliance/guide/dbra.htm)
Sole Proprietors

Are sole proprietor contractors required by law to pay prevailing wages and submit eCPRs for work done on public works projects?
Sole proprietorship and general partnership companies without employees are required to pay themselves prevailing wages, in accordance with Labor Code section 1774 that states that all workers must be paid prevailing wages. If the worker is also the employer and sole proprietor for whom no payroll exists, the owner should submit eCPRs and must show that that the rate of pay is at or above the required prevailing wage. (The courts have ruled that sole owner companies cannot pay less than the prevailing wages. As such, any contract that is entered into that undercuts the labor component is unlawful.)

What if the company hasn’t hired any workers yet, so the owner does all the work? What if the company has employees, but the owner/partner/corporate officer does some work as well?
In the first situation, treat the business as if it were a sole proprietorship and do as explained in the following question. In the second situation, you must first determine if the work done by the owner/partner/officer falls into the category of prevailing wage work. If the work was prevailing wage work, then do as listed below assuming the worker is the owner. In the situations that the worker is the corporate officer who receive a fixed salary, you should annualize the salary to calculate the hourly rate. In the events that the hourly rate is less than the prevailing wage rate, the worker should receive the additional payment to meet the required amount.

As a sole proprietor, how do I calculate my pay rate?
You should divide your profit before labor costs (i.e., the amount of contract less fixed cost and variable costs) by the total number of hours you worked on the public works site. Please note that if your labor profit goes below the prevailing wage rate, you could be subject to public works penalties for failing to pay the correct prevailing wage rate. You need to attest under penalty of perjury that you are at or above the required prevailing wage rate for the craft/classification worked.

Do I have to issue myself a paycheck?
An individual who performs skilled or unskilled labor on a public works project is entitled to be paid the applicable prevailing wage rate for the time the work is performed, regardless of whether the individual holds a particular status such as partner, owner, owner-operator, independent contractor or sole proprietor, or holds a particular title with the employer such as president, vice-president, superintendent or foreman. In accordance with Labor Code 1774, the contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

What happens if I lose money on the job?
The courts have held that sole proprietors cannot undercut labor costs in order to get a public works project. This would be out of compliance with public works laws and would give an unfair advantage to businesses that have no employees.

What if I do not have employees or a FEIN number?
You will need to use your social security number in order to report your hours in the DIR’s online eCPR system.

Am I subject to payroll taxes?
No, as a sole proprietor, you are not subject to payroll taxes, but you may be subject to income taxes.

Do I have to employ apprentices?
Generally speaking, yes. However, the exemptions to employ apprentices are listed below.

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

Q. Will the new Driver (On/Off Hauling To/From Construction Site) rates replace the Teamster (construction site) rates and the superseded six county Driver determinations as the default rate for off the site hauling as of March 4, 2009?

A. Yes. In the absence of trucking rates for other types of materials or for different types of trucks involving On/Off Hauling To/From the Construction site, the off-the-site rates apply. For covered work that was advertised for bid prior to March 4, 2009, the on-site rate will apply except for the six counties that had an off-site rate (Labor Code section 1773.6). The new On/Off Hauling rates are not applicable to projects advertised for bids prior to March 4, 2009.

The date of notice or call for bids also referred to as the bid advertisement date is defined as the date the first notice inviting bids was published in a newspaper of general circulation or promulgated in a legally sufficient manner which results in a contract being awarded with or without competitive bidding (Title 8, California Code of Regulations section 16000).

Q. Will the Driver (On/Off Hauling To/From Construction Site) rates apply to truck drivers operating trucks in addition to dump trucks and ready-mix trucks?

A. Yes. The dump truck rates at their minimums will apply to other types of trucks performing off-the-site hauling (to or from a construction site) except for ready mix trucks which have their own prevailing wage determination.

Q. Will the Driver (On/Off Hauling To/From Construction Site) rates apply to drivers when they perform hauling to or away from the job site while working for an on-site contractor?

A. Yes. The off-site hauling rate(s) is the minimum rate of pay required for this type of work. In support of the off-site rate being paid, contractors are required to maintain documentation including the hours worked for each worker regarding the craft, classification or type of work being performed.

Q. What rate (the on-site or the off-site) applies to drivers who pick up materials from a dedicated material supply source that was specified in the construction contract documents?

A. This question will require the Director to determine coverage of the work and the appropriate rate to be paid based on specific facts and circumstances such as the actual location of the dedicated facility and other relevant information. At this time, it is not possible to answer this question in a general manner.

Q. Will the Driver (On/Off Hauling To/From Construction Site) rate(s) apply to drivers who haul refuse from the construction site?

A. Yes. The Driver (On/Off Hauling To/From Construction Site) rate(s) will apply to drivers who haul refuse away from the construction site. See Labor Code section 1720.3; PW Case 2006-017, Off-hauling of Contaminated and Clean Soil - Long Beach Unified School District, Avalon School, (6/26/07), (explaining that off-haul of contaminated soil to a land fill is covered public work under Labor Code section 1720.3); Public Works Case No. 2008-027, On-Haul and Off-Haul to and from the Friendly Senior Center-Abatement and Demolition Project-City of Morgan Hill (10/31/08).

Q. What rate (on-site or off-site) applies to a driver who performs off-the-site hauling for:

- 1. Material supply company?
- 2. For-hire trucking company?
- 3. A construction company who also operates a legally separate and independent material supply company and does not interchange the drivers between the two companies?

A. The answer to all the questions above is the off-site rate but only when the work itself is covered.
Q. What rate (the on-site or the off-site) applies when a driver who works for a construction company who uses the same driver to haul material on the site of construction and also perform work off the site that is covered by prevailing wages?

A. The off-site rate will be the minimum rate of pay for workers employed by contractors and subcontractors when those workers are performing covered off-site work. The on-site activities by these workers would require the on-site rate.

Q. Do the dump truck rates apply to all trucks delivering or picking up materials to and from a construction site irrespective of their size or tonnage, or the material being hauled or the type of truck?

A. The answer is yes until rates for these other types of trucks or sizes or types of material differentials are published as prevailing. Note that mixer truck has its own prevailing wage rate.

Q. What location determines the appropriate rate of pay (job site, material supply source, off-the-site delivery point, employer's off-the-site yard or shop, etc.)?

A. The geographic location of the covered job site determines the county or area rate to be applied.

Q. Does the geographic location of the job site prevail when the driver drives through different counties with different rates?

A. Yes. The rate is determined by the location of the job site.

Q. What Prevailing Wage Rate applies when the driver picks up material from a covered job site in one county and delivers it to another covered job site that has a different county rate?

A. The employer should pay the off-site rate required by the job site where the public works construction contract requires the removal of the material (originating site) to be delivered to the second covered site.

Q. Is an employee driving for an intrastate or interstate trucking company entitled to prevailing wages when performing covered work?

A. Yes. Such drivers are subject to all the prevailing wage requirements including the overtime rates. The Prevailing Wage determinations set forth the overtime rates and requirements but only when the work itself is deemed to be covered. Wage and hour exemptions that may be otherwise applicable are not available for covered public works.

Q. May an employer pay more than the indicated health & welfare, pension, vacation & holiday rates and other such employer payments?

A. Yes, the employer may pay higher rates. The prevailing wage rates are minimums. The employer may pay lower benefit rates than indicated on the determination and transfer the difference to the basic hourly rate. In no case can the total compensation be less than the total hourly rate which includes the total of the basic hourly rate and the employer payments (Labor Code sections 1771 and 1774). There are two caveats: (1) The employer may not pay less than the specified published basic hourly rate (the wage rate). (2) The other employer payments must be legitimate meaning that they must be irrevocably paid to third person or trustee pursuant to a plan, fund or program for the benefit of the employee (Labor Code section 1773.1).

http://www.dir.ca.gov/OPRL/FAQ_Hauling.html
Apprentice Requirements for Public Work Projects

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

1. Submit contract award information (DAS140)
2. Employ registered apprentices (DAS142)
3. Make training fund contributions (CAC2)

Submit contract award information (DAS140)

If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee):
"Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade that has approved the contractor in the area of the site of the of the public works project." The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. You may use form DAS 140 for this purpose. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice. All notice of awards must be in writing and sent by first class mail, fax or email. Proof of submission is required by the City of Sacramento (certified mail receipt, fax receipt or read receipt.)

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

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

Request and Employ registered apprentices (DAS142)

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

Can I mix and match crafts to reach the minimum ratio?
No. The minimum ratio requirement is per each individual craft and only includes straight time hours.

Do overtime hours count toward the minimum ratio?
No, only straight time hours count. Be careful not to confuse premium pay with overtime pay.

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

I am a contractor who is approved to train by an approved program and am covered by their Standards, or I am a contractor who has agreed to be covered by a program's Standards for a single project. How do I know what the Standards allow for that program's maximum apprentice ratios? You can ask the program for a copy of their Standards or a copy of the language in Article XV which covers ratios. Or you can call the DAS office nearest the location for that program and request the same.

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

Contractors who do not receive a sufficient number of apprentices from their initial request, must request dispatch apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project.

To determine which apprenticeship programs are approved for your craft or trade in a specific geographic location:

1. Contact the DAS District office whose assigned geographic areas of responsibility cover the county(ies) in which the public works project is located.
2. Visit Apprenticeship Programs Information Guide - Public Works Search

http://www.dir.ca.gov/Databases/das/pwaddrstart.asp
Make Training Fund Contributions (CAC2)

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

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

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied by a completed CAC2 Form that contains the following information:

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

Payment of Training Fund Contributions must be sent to the California Apprenticeship Council (address below) (CAC) if the contractor is not signatory to an apprenticeship committee. The CAC will then distribute the funds to the proper apprenticeship committees. However, the CAC IS NOT AN APPRENTICESHIP COMMITTEE and will not accept the DAS140 or DAS142 forms.

CaliforniaApprenticeshipCouncil(CAC)
P.O. Box 511283
Los Angeles, CA 90051-7838

Questions: email daspublicworks@dir.ca.gov

Subject to change for most recent documentation please click on the following link:
http://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm
Exemptions

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

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

What if I am exempt from the requirements of California Labor Code Section 1777.5 as my situation falls under one of the exemptions listed above? Do I still have to provide a "Notice of Contract Award" (DAS 140 form) to the applicable program?
You do not have to submit a "Notice of Contract Award". However, for purposes of letting the applicable program know of your exemption, you may, nevertheless, want to provide the form to the applicable program so they are aware of your exemption.

If I have an Individual Contractor Exemption granted by the Chief of DAS per Labor Code § 1777.5 (j), or § 1777.5(k), do I still need to send a DAS 140 to the appropriate programs?
Yes, you still need to submit a Notice of Contract Award Information (DAS 140) to the appropriate Program Committees. The Individual Contractor Exemptions and Program Committee exemptions pertain to the ratio of apprentices on a public works project and do not eliminate the DAS 140 requirement.

I am a small subcontractor and my job will take less than 40 hours. Am I exempt from hiring apprentices?
No, you must still submit a DAS 140 and 142. However, you may request apprentices in less than 8-hour increments. Important Notice: see changes in Code of Regulations section 230.1, regarding the employment of apprentices on Public Works.

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

Other Questions & Answers:
Do programs that provide apprentices for public works projects provide workers compensation benefits for the apprentice they send out to jobs or is the responsibility of the contractor and/or subcontractor?
This responsibility lies with the contractor and/or subcontractor.

As a contractor who has been awarded a public works contract, and has my own employees, am I still required hiring registered apprentices?
Yes. Important Notice: see changes in Code of Regulations sections 230.1, regarding the employment of apprentices on Public Works.

I am a non-union contractor. Am I required to hire an apprentice?
Yes, you must request dispatch from all approved programs in the geographic area of the project.

Can I employ my friend, family, or my own employee who is still beginning to learn a particular trade, as
an apprentice?
No. The law requires that you employ only apprentices who are registered with an approved program. However, if your friend or your employee is a registered apprentice and has been dispatched to you by an approved apprenticeship program, yes you can.

What happens if I employed my friend who is not a registered apprentice and I paid him the journeyman rate?
You may employ your friend and pay him journey wages, but this does not affect the apprenticeship requirements.

What are the benefits and advantages to hiring a registered apprentice?
The benefits of hiring an apprentice registered in a state approved program are:
1. Lower pay rate than the journeyman pay rate.
2. Elimination of recruitment programs for workers who are already trained.
3. Creates a diversified and flexible workforce and larger pool of employees with specific skills.
4. Increases productivity; employees in a structured training program are motivated to achieve.
Employment of Apprentices *(additional information)*

Bidder is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.

Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval. Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprentice-able occupations shall be with the General Contractor.

Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars ($30,000). This is the sum of the total contract amount not the individual contracts that are held between a prime contractor and their sub tiers. A contractor who willfully violates Labor Code section 1777.5 shall be denied the right to bid on or receive a public works contract for a period of up to one (1) year for the first violation, and for a period up to three (3) years for the second and subsequent violations, from the date the determination of noncompliance made by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council. Contractor shall also be subject to the payment of the civil penalty as provided in Labor Code section 1777.7. Interpretation and enforcement of said Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

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

For the most up to date and current apprenticeship information refer to the DIR website.
All Current and Apprenticeable Trades/Crafts Within Sacramento County

This list is subject to change.

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

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

The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oipr/pwappwage/ PWAppWageStart.asp
PRE-CONSTRUCTION DOCUMENTS
NOTICE TO PROCEED
Project # PROJECT NUMBER
PROJECT NAME

DATE

PRIME NAME
PRIME ADDRESS
PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on DATE. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS) working days from the date of this notice. Forty-eight hours prior to starting work, please notify the Project Manager, PM NAME at (916) 808-EXT or PM EMAIL@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENT ADDRESS
DEPARTMENT CITY, STATE ZIP
Attn: PM NAME

Please reference City  Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the “Partnering Concept” of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

Receipt Acknowledge,

__________________________
Signature

__________________________
Date

__________________________
Date

CONTRACT & COMP NAME     Date
Contracts & Compliance Specialist

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME


**Labor Compliance Requirements**

**DATE:**

**JOB:**

**PROJECT NUMBER:**

**Contract Administrator:**

**Labor Compliance Officer:**

**Project Manager:**

**Prime Contractor:**

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

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1777.5).

Current Prevailing Wage Rates can be accessed at [http://www.dir.ca.gov/h/dlrs/pwd](http://www.dir.ca.gov/h/dlrs/pwd).

**NOTE:** The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at [http://www.dir.ca.gov/april/main.htm](http://www.dir.ca.gov/april/main.htm).

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

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

**Prevailing Wage Requirements**

- All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*

- Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. Please reference the general prevailing wage determination that that is applicable for further guidance. *References: Labor Code 1810-1815*

- Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.

- When required shift differential rates must be paid for classifications which include a shift determination.

- **State Prevailing Wage Determinations**
  
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  
  ** Double asterisk indicates that this wage determination includes predetermined increases.

- Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.
  
  ➞ The contractor must make applicable travel and subsistence payments in accordance with
information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: [http://www.dir.ca.gov/dlrs/PWD/index.htm](http://www.dir.ca.gov/dlrs/PWD/index.htm) Reference: Labor Code 1773.1

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

### Apprentices

- All requirements of the State Labor Code, Section 1777.5 apply including the following:
  - Submit Division of Industrial Relations form DAS-140, Public Works Contract Award Information, to the applicable apprenticeship committee prior to start of work. This form with proof of service is to be uploaded into LCPtracker. The form may be downloaded at: [http://www.dir.ca.gov/DAS/PublicWorksForms.htm](http://www.dir.ca.gov/DAS/PublicWorksForms.htm)
  - Submit Division of Industrial Relations form DAS-142 Request for Dispatch of Apprentices (Prime and Sub-Contractors.) This form with proof of service is to be uploaded into LCPtracker.
  - If applicable Submit Division of Industrial Relations form DAS 7 Agreement to Train Apprentices signed and accepted by the Division of Apprenticeship Standards. (This form applies if the contractor or sub contractor has checked box 1 on the DAS 140.)
  - Training funds MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. If you are submitting the Training Funds to the California Apprenticeship Council this MUST be done electronically. The form can be found at the following link: [https://www.dir.ca.gov/das/tf/cac2.asp](https://www.dir.ca.gov/das/tf/cac2.asp). **CAC-2 Form and are due monthly by the 15th.**

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

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

- Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. References: Labor Code 1777.5; Contract Provision

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

### Certified Payroll Records

- **Certified Payroll Reports (CPR) are to be Input into LCPtracker.net. All Contractors and subcontractors, on all public works projects, are required to submit certified payroll records (CPRs) to the Labor Commissioners through the eCPR system. Due within ten (10) days of pay period end date.** CPR's shall contain the same information for compliance with LC § 1776. Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPtracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.
• **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.

• **Fringe Benefit Statement: Form 420** (Located on LCPtracker.net under edocs) Paid in cash or contributions to plans/programs are due with first certified payroll report and anytime the fringe benefits change. Please breakdown all fringes paid to employee and to what program they are being paid to. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.

• **Other Deductions** - Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. These need to be reference on the submitted CPR's and documentation uploaded into LCPtracker. There is a form available for download under the e-Documents tab.

### Listing of Subcontractors

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

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution.  
  
  **References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work**

- **Subcontracting Request**, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.

- The prime contractor is responsible for work performed and compliance met by subcontractors and owner-operators.

- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. **Reference: Public Contract Code 4110-4111**

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

### Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is required. You must submit a current schedule of values with each pay request and **you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full compliance.** Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review.
Pursuant to Labor Code Section 1776, the City of Sacramento will impose penalties of $100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given), even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.

Completion of Project

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

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

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

Contractor Signature       Title       Date
Start-Up Documents Due Prior to Start of Construction:

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

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

3. **FORM 300 List of all Subcontractors and Suppliers:**
   a. To be filled out and uploaded within 10 days of the preconstruction meeting and prior to the first Certified Payroll Report.
   b. This document lets the Labor Compliance Department know who will be working on this project. This is checked against initial form that was submitted with bid documents. If there are any changes during the life of the construction projected this form is to be updated and the Labor Compliance Officer is to be made aware of changes.
   c. This form is to be filled out by all Subcontractors and their lower level subs and uploaded into LCPtracker.

4. **Checklist of Labor Law Requirements:**
   a. To be filled out and signed by the contractor and all sub tier contractors prior to start of their work on the construction project. Please check all boxes that apply.

5. **Fringe Benefit Statement:**
   a. Asterisk or note any form of benefits that are included in the payroll reports should be listed out as an "hourly" rate of pay for each trade used.
   b. If fringe payments are made directly to the employee in lieu of fringes, please note “paid in cash” under the applicable fringe payment and breakdown the hourly rate that is paid to the employee in cash.
   c. Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.
6. **DAS-140- Public Works Contract Award Information Form:**
   a. Contract award information must be sent to your Apprenticeship Committee if you are approved to train apprentices. If you are NOT approved to train apprentices, you must send the information to ALL applicable Apprenticeship Committees in your craft or trade in the area of the Public Works Project.
   b. After you have completed the DAS-140 Form mail the original(s) to the appropriate Joint Apprentice Training Committee(s) within (10) days of the date of the execution of the prime contractor's subcontract, but in no even later than the first day in which the contractor has workers employed upon the public work (CA Labor Code 1777.5 (e)).
   c. Upload a copy of the form or all forms submitted with proof of deliver to the LCPtracker.net program under the e-Documents Tab. The form of proof can be certified mail or fax confirmation.
   d. All Applicable Joint Apprentice Training Committee(s) may be found at: [http://www.dir.ca.gov/Databases/das/pwaaddrstart.asp/](http://www.dir.ca.gov/Databases/das/pwaaddrstart.asp/)
   e. Templates available for download can be found at: [http://www.dir.ca.gov/DAS/PublicWorksForms.htm](http://www.dir.ca.gov/DAS/PublicWorksForms.htm) or on LCPtracker.net under the e-Documents tab.

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

8. **DAS-142 Request for Dispatch of an Apprentice Form:**
   a. Send to the Joint Apprentice Training Committees (JATC) in your craft or trade in the geographic area of the Public Works Project to request the dispatch of an apprentice before starting work at the site and as needed throughout the project.
   b. **Employment of Apprentices on Public Works project:** (a) Contractor(s) shall employ registered apprentice(s), as defined by Chapter 4 (commencing with Section 3070) of Division 3, during the performance of a Public Work Project in accordance with the required (1) hour of work performed by an apprentice for every (5) hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in the Labor Code Section 1777.5 or this subchapter.
   c. Provide a copy of your apprenticeship program’s standards if they operate under a different ration then the California Labor Codes & Regulations.
   d. Template available for download can be found at: [http://www.dir.ca.gov/DAS/PublicWorksForms.htm](http://www.dir.ca.gov/DAS/PublicWorksForms.htm)
Forms Required Prior to Construction
Classification Worksheet

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

<table>
<thead>
<tr>
<th>Classification(s) being Utilized (check all that apply)</th>
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<tbody>
<tr>
<td>□ Asbestos</td>
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<tr>
<td>□ Electricians</td>
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<tr>
<td>□ Pile Drivers</td>
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<tr>
<td>□ Boilermaker</td>
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<tr>
<td>□ Elevator Mechanic</td>
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<tr>
<td>□ Pipe Trades</td>
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<td>□ Bricklayers</td>
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<td>□ Glaziers</td>
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<td>□ Roofers</td>
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<tr>
<td>□ Tile Workers</td>
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<tr>
<td>□ Carpet/Linoleum</td>
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<td>□ Laborers</td>
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<td>□ Sheet Metal</td>
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<td>□ Cement Mason</td>
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<td>□ Millwrights</td>
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<td>□ Sound/Communication</td>
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<tr>
<td>□ Drywall Finisher</td>
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<tr>
<td>□ Operating Engineer</td>
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<tr>
<td>□ Surveyor</td>
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<tr>
<td>□ Drywall/Lather</td>
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<tr>
<td>□ Painters</td>
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<tr>
<td>□ Teamster</td>
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<td>□ Other(specify)</td>
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</table>
Letter of Authorization
PLACE ON COMPANY LETTERHEAD

Date:

To whom it may concern:

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

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

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

Sincerely,

(Company counsel or company officer's signature)
(Name Address and Title)
**City of Sacramento**

**PW-300 Form**

**Instructions:** The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractors information in the Prime Contractor box and list yourself as the Subcontractor. Fill out the information that is known. If you are a Subcontractor with lower tier subs, please put your company name under the Prime Contractor field and all subs under the Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier, then a revision to the PW-300 Form is required. **DIR REGISTRATION # MANDATORY**

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<thead>
<tr>
<th><strong>PRIME CONTRACTOR</strong></th>
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<td>Project #</td>
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<td>Name</td>
<td>Project Name</td>
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<td>Address:</td>
<td>Contract #</td>
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<td>DIR Registration #</td>
<td>Federal Tax ID #</td>
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<td>Contractor Lic. #</td>
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*Add additional pages if necessary.*
# City of Sacramento

**PW-300 Form**

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Revised 03/22/2015
City of Sacramento
PW-300 Form

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I have completed the documentation accurately and to the best of my knowledge.

Signature: ________________________________

Date: ________________________________
Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately, the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their subcontractors know their responsibilities under public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget, and done right the first time. We suggest the Prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (print)_________________________________________ Date _______________________

Company_____________________________________________ Phone ______________________

Address________________________________________________________________________ Fax ______________________

City_________________________________________ State________ Zip Code________________

Project Manager:_________________________________ Superintendent/Foreman________

Certified Payroll____________________________________ Phone/Ext:________________

Contractor License No.________________________ Exp Date:__________________ Specialty License No.________________

Self-insured Certificate No._________________________ Workers Comp policy No.________

Project NAME____________________________________ Project #/Bid Package#__________

Awardsing Body____________________________________ Advertisement Date___________

If subcontracting, list your prime/general contractor____________________________________

Contract Award Amount____________________________

The Federal AND State Labor LAW requirements Applicable to the Contract Are Composed OF, But Not Limited to, the Following:

☐ Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded, and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. Labor Code Section 1770 et seq.

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

☐ Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of Labor Code Section 1777.5, relating to Apprentices on public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ Penalties

There are penalties required for contractor’s/subcontractor’s failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1776, 1777.1, 1777.7 and 1813.

☐ Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the Public Works Payroll/Reporting Form (A-1-131) and contain or is accompanied by a declaration made under penalty of perjury, (California Code of Regulations, Section 16401).

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a
Checklist of Labor Law Requirements, continued

Given week, the certified payroll report shall be annotated: "No work" for that week or a Non-performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1778.

Under Labor Code Section 1776(g) there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ Nondiscrimination in Employment

☐ Kickbacks Prohibited
Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under Labor Code Section 1778.

☐ Acceptance of Fees Prohibited
There exist a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filing work orders on public works contracts pursuant to Labor Code Section 1780.

☐ Listing of Subcontractors
All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4104.

☐ Proper Licensing
Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.

☐ Unfair Competition Prohibited
Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

☐ Workers Compensation Insurance
Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ OSHA
Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ Proof of Eligibility/Citizenship
The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ Itemized Wage Statement
Labor Code Section 226 requires that employees be provided with itemized wage statements.

Certification

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of ____________________________

(Company/Name)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor ____________________________

(Signature) ____________________________

(Date)

Awarding Agency /Labor Compliance program ____________________________

(Signature) ____________________________

(Date)
In order that the proper Fringe Benefit rates can be verified when checking payrolls on the below contract, the hourly rates for fringe benefits, payment made for employees on the various classes of work are tabulated below. If you use other plans not listed above, you may use the next page to provide this additional information. If the contributions are paid to the employee in cash, please list the hourly amount in the corresponding category. Training Fund Contributions can never be paid to the employee directly.

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<td>Prime:</td>
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<td>Subcontractor:</td>
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**HEALTH AND WELFARE**

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| ADMINISTRATOR | Address, City, State, Zip |

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**PENSION**

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| ADMINISTRATOR | Address, City, State, Zip |

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**VACATION/HOLIDAY**

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**TRAINING**

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Types of Benefits Which Do Not Constitute Employer Payments:

The types of benefits for which an employer may not take a credit against its prevailing wage obligations include benefits such as the use of a cell phone or company vehicle, gas reimbursement, or a Christmas bonus.

"Employer Payments" Defined:
Labor Code §1773.1 defines Employer Payments to include all of the following

1. The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.
2. The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected.
3. Payments to the California Apprenticeship Council pursuant to Section 1777.5.

It is not necessary that the Employer Payment satisfy all of these three conditions in order for the credit to be valid. It is sufficient that the Employer Payment satisfies any one of the specified conditions in order to be considered an Employer Payment for which a contractor is entitled to take a credit against its prevailing wage obligation.

Irrevocably Made to a Trustee or Third Person Pursuant to a Plan, Fund, or Program
Examples of these types of Employer Payments include contributions by a union signatory contractor to a labor-management affiliated pension, health & welfare, training, and vacation programs, contractor payments for health insurance premiums, contractor payments irrevocably made to a trustee or third party for pension benefits, and similar types of payments.

Employer Payments made to these types of plans must be made regularly
For enforcement purposes, the Division requires that payment be made no less than quarterly, which is consistent with the requirement under the Davis-Bacon Act and its implementing regulations. (29 C.F.R. § 5.5(a)(1)(i).)

Employer Payments Must Be Determined Separately for Each Worker
Credit against the prevailing wage obligation may be taken only toward the prevailing wage requirement for each applicable worker. Employers may not take credit for an individual worker based upon an average payment or contribution made on behalf of a group of workers. For a specific example demonstrating DLSE’s method of converting a contractor’s monthly or annual contributions to a typical benefit plan into an hourly wage equivalent to calculate the amount of credit available against the prevailing wages due to an individual worker, please refer to Section 4.2.6.4.1 of this Manual.

Vesting Does NotNormally Affect Right to Credit
Many pension plans, particularly union-affiliated pension plans, contain “vesting” requirements which, under the plan, require that the worker complete a certain length of service before the worker has a non forfeitable right to benefits under the plan. The existence of such vesting requirements does not affect the amount of credit an employer may take for such contributions, provided that the pension plan is a bona fide plan that meets the applicable requirements under ERISA, including the minimum vesting requirements. Under no circumstances, however, may the forfeited contributions revert to the employer.

Employer Payments That Are Reasonably Anticipated to Benefit Workers
Employer Payments that are not irrevocably made to a trustee or third person pursuant to a plan, fund, or program may still be valid as a credit against the prevailing wage obligation, provided that they meet all of the conditions set forth in Labor Code § 1773.1(b)(2). Such rate of actual costs for such plan or programs can be credited against the prevailing wage only if the plan or program:

1. Can be reasonably anticipated to provide benefits to workers;
2. Is pursuant to an enforceable commitment;
3. Is carried out under a financially responsible plan or program; and
4. Has been communicated to the worker affected

Example
The type of Employer Payments contemplated under § 1773.1(b)(2) may include certain vacation and holiday plans for which the employee accrues the benefit during the time worked on a public works project. Such payments must meet all the conditions set forth above. In addition, the credit may be taken only as to amounts which are “actual payments.” (8 CCR § 16200(a)(3)(I).)
Payments to the California Apprenticeship Council

Employer Payments for which a contractor may take a credit against its prevailing wage obligations also include payments made to the CAC pursuant to Labor Code § 1777.5(m)(1). The amount of contribution is listed on the general prevailing wage determination for those crafts which are recognized by the Director of the DIR as an apprenticeable craft. Such amounts are typically listed in the general prevailing wage determination under the heading Training or similar type heading.

A contractor may take as a credit for payments to the CAC any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public work project. (Labor Code § 1777.5(m)(1).)

Although such payments constitute part of the Total Hourly Rate required to be paid by the employer, such payments are not paid to the worker. Rather, such payments are made to either the CAC or the applicable approved apprenticeship program. The contractor may add the amount of the contributions in computing his or her bid for the public works contract. (Labor Code § 1777.5(m)(1).)

Exception - Non-Apprenticeable Crafts

For non-apprenticeable crafts, any training contributions should be paid to the worker as wages and not paid to the CAC. Some crafts are not identified on the Director’s wage determinations with a symbol (#) which indicates an apprenticeable craft. If that is the case, any training contribution listed in the general prevailing wage determination should be paid to the worker, or to the applicable training program, if the contractor is contractually obligated to make such payments under its collective bargaining agreement.

Annualization

Annualization is a principle adopted by the Federal Department of Labor in enforcing the Davis-Bacon Act for crediting contributions made to fringe benefit plans based on effective rate of contributions for all hours worked during a year by an employee on both public (Davis-Bacon) and private (non-Davis-Bacon) projects. (Miree Construction v. Dole (11th Cir. 1991) 930 F.2d 1536, 1539.) California law requires that the credit for employer payments must be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer. (Labor Code § 1773.1(d).)

Exceptions:

Annualization is required except where one or more of the following occur:

1. The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.
2. The higher rate of payments is required by a project labor agreement.
3. The payments are made to the CAC pursuant to Section 1777.5.
4. The director determines that annualization would not serve the purposes of this chapter.

The annualization principle requires that when converting an employer’s contribution to a pension or medical plan into an hourly amount, the amount of payments must be divided by the total number of hours worked in a year on all projects, public and private, not just the number of hours worked during that year on public projects. This method of calculation, the “annualization” principle, provides a means to permit an employer to take credit only for employer contributions paid to workers while employed on covered public works projects.

DLSE Annualization Calculation

For enforcement purposes, the DLSE follows the federal enforcement guidelines. See Department of Labor Field Enforcement Handbook – 6/29/90, Section 15f11. (See http://www.dol.gov/whd/FOH/index.htm to review the handbook.) Under the federal enforcement guidelines, where a contractor makes annual payments in advance to cover the coming year and actual hours will not be determinable until the close of that year, the total hours worked by the workers performing work covered by California’s prevailing wage laws, if any, for the preceding calendar year (or plan year) will be considered as representative of a normal work year for purposes of annualization. Similarly, where the contractor pays monthly health insurance premiums in advance on a lump sum basis, the total actual hours worked in the previous month, or in the same month in the previous year, may be used to determine (i.e. estimate) the hourly equivalent credit per employee during the current month. It is not considered a violation if the contractor uses the full year equivalent of 2,080 (40 hours x 52 weeks) hours in determining the applicable credit unless, of course, the affected employee worked more than 2,080 hours in that applicable year.
Representative Period.
Any representative period may be utilized in such cases, provided the period selected is reasonable. Employers using other methods to calculate the allowable credit have the burden of establishing that their method satisfies the annualization requirements set forth in Labor Code 1773.1(d).

Example:
An employee works as a carpenter where the basic hourly rate set forth in the wage determination for Carpenter is $30 and the total employee benefit (Employer Payment) package is $15, excluding the training contribution. Accordingly, the total hourly rate required to be paid under California's prevailing wage laws is $45. Where the employer provides the carpenter with medical insurance in the amount of $4,800 per year, the employer would divide the total annual cost of the benefit by the total hours worked by the employee for the preceding year. The employer may also use 2,080 hours, which is the equivalent of full year employment to arrive at the allowable Employer Payment credit.

For instance, where the employer uses the equivalent of full year employment, or 2,080 hours, the applicable credit is as follows:

($400 x 12 months) divided by 2,080 hours = $2.31 per hour.

If the worker in this example receives no other employee benefits which are recognized as bona fide Employer Payments under California law, then for each hour worked on a project covered by California’s prevailing wage laws, the employer is entitled to take a credit of no more than $2.31 against its obligation to pay the worker $45 per hour, up to a maximum credit of $4,800, which is the total amount paid for medical insurance. The difference between the $15.00 per hour employer payment required under the applicable wage determination and the credit allowed for the provision of medical insurance must be paid to the worker as part of his or her hourly wage for work performed on the public works project.

If the worker works the entire year only on projects covered by California’s prevailing wage laws, or under circumstances otherwise exempt under the exceptions set forth above in Labor Code § 1773.1(d)(1)-(4), the employer would be entitled to take the full credit of $2.31 up to a maximum of $4,800.

Conversely, if the worker worked only 1,500 hours of the year on projects covered by California’s prevailing wage laws and 580 hours of the year on other jobs which are not covered by California’s prevailing wage laws or are otherwise not exempted under Labor Code § 1773.1(d)(1)-(4), the employer would be entitled to take a credit of only $2.31 per hour towards meeting the employer’s obligation to pay the prevailing wage on the California public works projects. Therefore, although an employer may have paid $4,800 in insurance premiums for that year, the employer is entitled to take a total annual credit of only $3,465.00 (1,500 x $2.31) against its prevailing wage obligation because the employer may take the credit only for those hours worked on a public works project.

Payments to The California Apprenticeship Council Pursuant to Section 1777.5. As specified in Labor Code § 1771.3(d)(3), payments made to the CAC, or to an applicable approved apprenticeship program pursuant to Labor Code § 1777.5(m)(1), do not need to be annualized. For enforcement purposes, the Division takes the position that the exemption from the annualization requirements under section 1771.3(d)(3) is limited to the training contribution amounts set forth in the applicable general prevailing wage determination. Any amounts paid in excess of the amount set forth in the applicable general prevailing wage determination must be annualized unless otherwise exempt under section 1771.3(d).
Credit for Employer Payments

California prevailing wage law requires the payment of per diem wages, which includes two components. The first component is the Basic Hourly Rate. The second component is the Employer Payments. Taken together, these two components make up the Total Hourly Rate which must be paid to each worker for any work performed on a public works project.

Employer Payments Are a Credit Against the Obligation to Pay the General Prevailing Wage Rate of Per Diem Wages

Contractors obligated to pay prevailing wages may take credit for amounts up to the aggregate total of all benefits, such as pension, health & welfare, etc., listed as prevailing in the applicable wage determination. Contractors are not limited to the individual amounts specifically listed under the various categories of benefits specified in a wage determination in taking credit for providing Employer Payments. Rather, the contractor may take a credit for the aggregate total of permissible Employer Payments made on behalf of the affected worker. For example, the Director’s current prevailing wage Determination (SC-3-5-1-2013-1) in Los Angeles County for the Craft of Asbestos Worker, Heat and Frost Insulator, in the Classification of Mechanic, reflects a Basic Hourly Rate $32.79, with permissible Employer Payments of $7.54 per hour (Health and Welfare), $7.68 per hour (Pension), $7.47 per hour (Vacation/Holiday), and one mandatory employer payment of $0.64 per hour (Training), which must be paid to the California Apprenticeship Council ("CAC") or an approved apprenticeship program. The sum of all these components ($51.30) is the Total Hourly Rate listed on the Determination. The aggregate total of permissible Employer Payments is $22.87. The permissible Employer Payment amounts listed here typically reflect the particular hourly benefit rates found in a collective bargaining agreement which the Director determined had established the prevailing rate for this craft and classification of work in this geographic area. Absent contractual obligations which may apply to a particular contractor, the total of $22.87 per hour may be paid by an employer in full or in part to any category of permissible Employer Payments, and the employer will be entitled to credit against the total prevailing wage obligation. Thus, an employer may choose to contribute $20 of the aggregate total to a private medical insurance plan or a pension plan for its workers and pay the remainder of $2.87 directly to the workers. Full credit will be to that employer for the medical insurance payments, and all of the payments added together ($35.66 to workers + $20.00 to medical plan + $0.64 to CAC = $51.30) would reflect compliance by this employer with the prevailing wage rate obligation. (WSB Electric, Inc. v. Curry (9th Cir. 1996) 88 F.3d 788.)

No Reduction of the Basic Hourly Rate

California law prohibits the use of credits for Employer Payments to reduce the obligation to pay the hourly straight time or overtime wages specified as the Basic Hourly Rate in the general prevailing wage determination. (Labor Code § 1773.1(c) and 8 Cal. Code of Regs. § 16200(a)(3)(I).) Two legislatively created exceptions to this general rule are now found at Labor Code section 1773.1(c) and section 1773.8. Both exceptions are extremely limited in scope and are only applicable to increases in employer payment contributions made pursuant to criteria set forth in a collective bargaining agreement ("CBA"), and only if the specific statutory conditions listed in the Labor Code have been met. DLSE investigators will typically require a contractor claiming an exception under these sections to submit satisfactory evidence that the exception applies, including, but not limited to, a certified copy of the CBA upon which the exception is based, and to certify that the CBA’s terms applied to the workers identified on the contractor’s certified payroll records.

Example:

<table>
<thead>
<tr>
<th>Basic Hourly Rate</th>
<th>$25.00</th>
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<tbody>
<tr>
<td>Employer Payments</td>
<td>$15.00</td>
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<tr>
<td>Total Hourly Rate</td>
<td>$40.00</td>
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</tbody>
</table>

The contractor can comply with California prevailing wage laws by paying:

1. $40.00 per hour in wages;
2. $25.00 per hour in wages plus $15.00 in Employer Payments.
3. Any combination of the wages and Employer Payments so long as the Basic Hourly Rate is not less than $25.00 per hour and the Total Hourly Rate meets or exceeds $40.00 per hour.

**Different for Purely Federal Projects Under Davis-Bacon Act**  
The California law restricting the reduction of the Basic Hourly Rate is distinct from the federal prevailing wage laws under the Davis-Bacon Act. The Davis-Bacon Act does not prohibit the crediting of employer payments or benefit contributions towards fulfilling the hourly wage rate listed in the contract wage determination on federally funded projects. Contractors performing work on projects which are governed by both the federal Davis-Bacon Act and the California prevailing wage requirements must, however, continue to comply with state requirements in order to be in compliance with California law. DLSE investigators may encounter this issue when dealing with contractors on public works projects which have mixed funding (both federal and state) or federally funded projects which are controlled or carried out by California awarding bodies of any sort. In both of these situations, the application of state prevailing wage rates when higher is required. (See 8 CCR § 16001(b).)

**Application to All Hours Worked**  
Employer Payments must be paid for all hours worked, including overtime hours, unless expressly provided otherwise in the general prevailing wage determination. The general prevailing wage determinations specify the applicable daily, Saturday, Sunday, and Holiday overtime payment. Although the applicable overtime rates set forth in the determination include the Employer Payments, the overtime rate (for example, time and one half) is based upon the Basic Hourly Rate only. The Employer Payment is therefore excluded from calculating the applicable overtime premium due as overtime compensation.

**Example:**  
An employee worked 12 hours in the workday as an Iron $22.00 in Employer Payments. The overtime rate for the first 2 daily overtime hours is $48.00 (one and one half (1½) times the Basic Hourly Rate of $32.00, or $32.00 + $16.00). The wages due for each overtime hour is $70.00 (the overtime rate plus Employer Payments, or $48.00 + $22.00). The wages due per hour for all other overtime is $86.00 (two (2) times the Basic Hourly Rate plus Employer Payments, or $64.00 + $22.00).

The worker would be due:

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<tr>
<td>8 Hours at</td>
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<td>$432.00</td>
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<tr>
<td>2 Hours at</td>
<td>$70.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>2 Hours at</td>
<td>$86.00</td>
<td>$172.00</td>
</tr>
<tr>
<td>Total Wages Due</td>
<td></td>
<td>$744.00*</td>
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* This example is for illustration purposes. The general prevailing wage determinations specify the applicable Total Hourly Rates that must be paid to workers for straight time, overtime, Saturday and Sunday work, and there is no need for contractors to independently determine the hourly amount to be paid.

**Types of Employer Payments for Which an Employer May Take a Credit Against Its Prevailing Wage Obligations.**  
The types of employee benefits recognized as Employer Payments under Labor Code § 1773.1 include payments for:

2. Pension.
3. Vacation.
4. Travel.
5. Subsistence.
6. Apprenticeship or other training programs authorized by Section 3993, so long as the cost of training is reasonably related to the amount of the contributions.
7. Worker protection and assistance programs or committees established under the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.
8. Industry advancement and collective bargaining agreements administrative fees, provided that these payments are required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue.
9. Other purposes similar to those specified in paragraphs (1) to (8), inclusive.
How to Fill out the DAS 140 Correctly:

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

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

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

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

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

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

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

SELECTING BOXES:

1. Contractor has a signed "Agreement to Train Apprentice" with an affiliated (state certified) apprenticeship committee, the contractor has apprentices on staff and has the ability to train apprentices.
   a. Must provide a copy of the DAS7 agreement for verification OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.

2. Contractor is not currently affiliated with a state approved program, is selecting a committee, and requesting apprentice; will be abiding by committee's standards.

3. Contractor will contact a committee and request an apprentice but is not obligating to maintain affiliation with any-one committee; additionally, contractor will not commit to selected program committee standards but will follow state standards (most commonly used for out-of-state contractors).
   a. Per the DAS, this is not the preferred selection; however, the State is not requiring a contractor to join a program, just ensuring that apprentices are utilized on Public Work Projects.
**PUBLIC WORKS CONTRACT AWARD INFORMATION**

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

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

This is not a request for dispatch of apprentices. Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations.

**Check One Of The Boxes Below**

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

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

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

**Signature** ____________________________ **Date** ____________________________

Typed Name ____________________________

Title ____________________________

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS
AGREEMENT TO TRAIN APPRENTICE

District No. ________________________

DAS File No. ________________________

<table>
<thead>
<tr>
<th>NAME OF EMPLOYER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>MAKING ADDRESS (STREET AND NUMBER)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ADDRESS OF TRAINING LOCATION (IF DIFFERENT)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OCCUPATION(S)</th>
<th>O'Net Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>AREA COVERED BY APPRENTICESHIP STANDARDS &amp; NAME AND ADDRESS OF PROJECT</th>
</tr>
</thead>
</table>

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

[SIGNED] By

Printed name

Title Date

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

[SIGNED] By

Printed name

Title Date

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE

[SIGNED] By

Apprenticeship Consultant

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS
AGREEMENT TO TRAIN APPRENTICES

NAME OF EMPLOYER

MAILING ADDRESS: STREET AND NUMBER

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

ADDRESS OF TRAINING LOCATION (IF DIFFERENT)

OCCUPATION(S)

OTHER CODE

NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS

AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT

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

[SIGNED] By

Printed name

Title

Date

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

[SIGNED] By

Printed name

Title

Date

Accepted:

DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

☐ Revoked

☐ End of Project (Enter project name and address in Area Covered above)

Date

☐ Other Specify

EFFECTIVE DATE

[SIGNED] By

Apprenticeship Consultant

Date

REMARKS:

MUST be signed by both Committee and DAS prior to submission

STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS

299 of 386
APPRENTICE AGREEMENT

<table>
<thead>
<tr>
<th>APPRENTICE LAST NAME</th>
<th>FIRST NAME</th>
<th>MIDDLE</th>
<th>SOCIAL SECURITY NUMBER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE &amp; ZIP)</th>
<th>BIRTH DATE (mm/dd/yyyy)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>F - VETERAN</th>
<th>Yes: ☐ No: ☐</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COUNTY OF RESIDENCE</th>
<th>O'Net code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OCCUPATION</th>
<th>STRAIGHT TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours Within</td>
<td>Years</td>
</tr>
<tr>
<td>Hours per day: 8</td>
<td>Hours per week: 40</td>
</tr>
</tbody>
</table>

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

**PROGRAM SPONSOR**

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

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

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

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

Executed this ______ day of ____________, 20___ by ________________

____________________________________________________

**SIGNATURE OF APPRENTICE**

**AGREED TO BY THE EMPLOYER**

____________________________________________________

**SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE**

**TITLE**

**NAME OF EMPLOYER**

**ADDRESS**

**for unilateral programs only**

This agreement is approved by ________________

**SIGNATURE - APPRENTICESHIP CONSULTANT**

**DATE**

**for the Administrator of Apprenticeship**

**SIGNATURE - SECRETARY / CHAIR / COORDINATOR**

**DATE**

**ACCEPTED BY DAS**

**DATE**

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

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

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

### CALIFORNIA APPRENTICE QUESTIONNAIRE

(USE INK OR BALLPOINT PEN)

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

B. **Ethnic or Race Derivation** (Check only one)
   1. [ ] WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
   2. [ ] BLACK (Not of Hispanic Origin) -- A person having origins in any of The Black racial groups of Africa.
   3. [ ] ASIAN OR PACIFIC ISLANDER -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea, and Samoa.

   A. [ ] Asian
   B. [ ] Asian
   C. [ ] Asian
   D. [ ] Asian
   E. [ ] Asian
   F. [ ] Asian
   G. [ ] Asian
   H. [ ] Asian
   I. [ ] Asian
   J. [ ] Asian
   K. [ ] Asian
   L. [ ] Asian
   M. [ ] Asian
   N. [ ] Asian
   O. [ ] Asian
   P. [ ] Asian
   Q. [ ] Asian
   R. [ ] Asian
   S. [ ] Asian
   T. [ ] Asian
   U. [ ] Asian
   V. [ ] Asian
   W. [ ] American Indian
   X. [ ] American Indian
   Y. [ ] American Indian
   Z. [ ] American Indian

C. **Number of Dependents** (Do not count yourself)
   - 0 [ ] None
   - 1 [ ] One
   - 2 [ ] Two
   - 3 [ ] Three
   - 4 [ ] Four
   - 5 [ ] Five
   - 6 [ ] Six of More

   (Voluntary)

D. **Highest Year of Education Completed**
   - 1 [ ] 8th Grade or less
   - 2 [ ] 9th Grade
   - 3 [ ] 10th Grade
   - 4 [ ] 11th Grade
   - 5 [ ] 12th Grade (or GED Certificate)
   - 6 [ ] 1 Year of College
   - 7 [ ] 2 Years of College
   - 8 [ ] 3 Years of College
   - 9 [ ] 4 or more Years of College

   (Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)

E. **Number of Years You Have Been Employed Full Time to Date**
   (Except for Military Service)
   - 0 [ ] None
   - 1 [ ] Less Than 1 Year
   - 2 [ ] 1 But Less Than 2 Years
   - 3 [ ] 2 But Less Than 3 Years
   - 4 [ ] 3 But Less Than 4 Years
   - 5 [ ] 4 But Less Than 5 Years
   - 6 [ ] 5 Years or More

   (Voluntary)

F. **Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?**
   - [ ] Yes
   - [ ] No

   If yes, Please Enter:
   - Month
   - Year
   - Entered

   - Month
   - Year
   - Separated

   Total Months served on Active Duty

   Apprentice’s Signature
REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.

Date: ____________________________

To Applicable Apprenticeship Committee:

Name: ____________________________

Address: ____________________________

License No. ____________________________

Tel. No. __________________ Fax No. __________________

Contractor Requesting Dispatch:

Name: ____________________________

Address: ____________________________

License No. ____________________________

Tel. No. __________________ Fax No. __________________

Project Information:

Contract No. ____________________________

Name of the Project: ____________________________

Address: ____________________________

Dispatch Request Information:

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

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

Name of Person to Report to: ____________________________

Address to Report to: ____________________________

____________________

____________________

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

DAS 142 (Revised 04/14)
Documents Required During the Life of the Construction Project

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

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

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

2. Training Fund Contribution Letter Form:
   a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month’s hours.
   b) If applicable and fringes are paid directly to an approved Union Shop, please submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
   c) If you can’t provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a cancelled check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contribution submitted to DAS online at: http://www.dir.ca.gov/CAC/trainingfund/TfSearch.html. This may also be submitted in lieu of the Training Fund Contribution Letter.
3. Certified Payroll Reports CPR's and/or Non-Performance Reports:
   a) To be submitted by all Contractors working on the project to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
   b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at www.lcptracker.net. If you don’t already have a user name and password for this website, please contact your labor compliance officer with the City of Sacramento to be set up.
   c) The Electronic Certified Payroll Records for Contractors can be found at the following link: https://apps.dir.ca.gov/ecpr/DAS/AltLogin
   d) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite “craft” labor. This may mean you have weeks in between work on a particular job. NPR’s will need to be submitted for that timeframe.

4. Apprenticeship Certification and/or Apprentice Agreement:
   a) The first time an apprentice is listed on a certified payroll report an “Apprenticeship Certification” or Apprentice Agreement (DAS-1 form) must be submitted for each apprentice utilized.
   b) Please upload the Apprenticeship Certification or DAS-1 form in the e- Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. Miscellaneous Documents:
   a) Authorization for Deductions:
      i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
   b) Receipt for Payment of Back Wages:
      i. For use when wage errors require supplemental wage payment(s).
CAC - Training Fund Contributions

You must order all requested information in order to ensure successful submission and processing of your payment. Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

If there is no work for a particular month you do not need to submit a CAC2 form with zero amount for that month.

You must use the "Calculate Total Amount" button on the bottom of the page to submit for an invoice coupon.

To navigate between fields, do not hit return or enter key after each entry. Use the tab key instead.

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

Training Fund Contributions Form CAC2

Date: 5/17/2016

<table>
<thead>
<tr>
<th>Contractor/Sub Contractor making contributions</th>
<th>Contractor</th>
<th>Period covered by contribution (from – to)</th>
<th>Jobsite Location (Including County)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>License No.</td>
<td>Period Start</td>
<td>If applicable, give name of school, hospital, building, etc.</td>
</tr>
<tr>
<td>Address:</td>
<td>Contract Project Number</td>
<td>Period End</td>
<td>Comments:</td>
</tr>
<tr>
<td>City:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZIP:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Instructions: You may want to use the keyboard F10 key to navigate the fields and the Up / Down ARROW keys to select a list item.

<table>
<thead>
<tr>
<th>Country of Work</th>
<th>Classification 1</th>
<th>Hours (min.: 0.00; max: 9999.99)</th>
<th>Rate (min.: 0.00; max: 999.99)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>6</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>8</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>9</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>10</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>12</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>13</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>14</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>15</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>16</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>17</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>18</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>19</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>20</td>
<td>Select a county</td>
<td>*</td>
<td>$1.50</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Footnote 1: If you are unable to locate the occupation in the pull-down menu, please click on this link: http://www.cac2.com/occupations_web.html for specific information assistance.

TOTAL AMOUNT: $ 930

When done with some or all the entries above, please carefully review and then enter the green code you see below:

Calculate Total Amount

August 2014
The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCPtracker. This form can be retrieved at: https://www.dir.ca.gov/das/lf/cac2.asp. You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Department of Industrial Relations, California Apprenticeship Council, and P.O. Box 511283, Los Angeles, CA 90051-7838
Please use a separate form for each jobsite, listing the occupations for the jobsite and dollar amount paid for each classification. Once checks have been sent to the appropriate JATC please upload this form to LCPTracker under the e-Documents tab. A letter from the specific JATC or Union specifying that the required Training fund contributions and Fringe Benefits were paid will be accepted as proof of payment.

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

*PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.*

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION</th>
<th>CONTRACTOR'S LICENSE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT OR PROJECT NUMBER</td>
<td></td>
</tr>
<tr>
<td>JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.</td>
<td></td>
</tr>
<tr>
<td>PERIOD COVERED BY CONTRIBUTION (FROM - TO)</td>
<td></td>
</tr>
<tr>
<td>NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT</td>
<td></td>
</tr>
<tr>
<td>CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC.)</td>
<td></td>
</tr>
<tr>
<td>COUNTY WORK PERFORMED IN</td>
<td></td>
</tr>
<tr>
<td>ALL HOURS</td>
<td></td>
</tr>
<tr>
<td>CONTRIBUTION RATE PER HOUR</td>
<td></td>
</tr>
<tr>
<td>AMOUNT</td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL |

If apprentices were employed, please list the apprenticeship program and number of apprentice hours worked.

<table>
<thead>
<tr>
<th>TYPE OR PRINT YOUR NAME AND TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMAIL</td>
<td></td>
</tr>
<tr>
<td>AREA CODE &amp; TELEPHONE NUMBER</td>
<td>307 of 386</td>
</tr>
</tbody>
</table>
AUTHORIZED FOR PAYROLL DEDUCTION

Project Name: 
Project Number: 
Employee Name: 

1) Reason for Deduction: 
   Percentage/Amount of Deduction: % OR $$ Start Date
   Frequency of Deduction: 
   Termination Date:

2) Reason for Deduction: 
   Percentage/Amount of Deduction: % OR $$ Start Date
   Frequency of Deduction: 
   Termination Date:

3) Reason for Deduction: 
   Percentage/Amount of Deduction: % OR $$ Start Date
   Frequency of Deduction: 
   Termination Date:

4) Reason for Deduction: 
   Percentage/Amount of Deduction: % OR $$ Start Date
   Frequency of Deduction: 
   Termination Date:

5) Reason for Deduction: 
   Percentage/Amount of Deduction: % OR $$ Start Date
   Frequency of Deduction: 
   Termination Date:

6) Reason for Deduction: 
   Percentage/Amount of Deduction: % OR $$ Start Date
   Frequency of Deduction: 
   Termination Date:

Use additional copies of this form if necessary.

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

Employee Signature: ___________________________ Date Signed: ___________________________

Instructions:
1) Submit into LCPtracker
2) Keep signed originals
Contractors Certificate of Completion – Form 264

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

<table>
<thead>
<tr>
<th>Project Name &amp; Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

Executed this ______ day of _____________________________ 20___, at ____________________________, California.

__________________________  ____________________________  _______________________
Signature                      Title                      Date
Checklist of Documents Required for Labor Compliance on LCPtracker.net

✓ **PW300** - This is due and needs to be uploaded prior to start of work. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.

✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report and must be signed.

✓ **Checklist of Labor Law Requirements** - prime due this on or before starting the start of work on the jobsite, subs need to have this finished prior to starting work on the job. All boxes must be checked, and it must be signed.

✓ **Fringe Benefit Statement** - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.

✓ **DAS140** - due prior to commencing work on a project (one for each determination)

✓ **DAS142** - due 72 hours prior to the report date on a project (one for each determination)

✓ **CAC2** - due monthly- one for each determination (due on the 15th day of the month for work performed during the preceding month) If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.

✓ **Training Fund Contribution Confirmation Letter** - this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.

✓ **CPR's** - Certified payroll is due within 10 days of pay period end date

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

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

- **Department of Industrial Relations (DIR):**
  - Web-Link: [http://www.dir.ca.gov/](http://www.dir.ca.gov/)
  - Contact DIR: [http://www.dir.ca.gov/Contactus.html](http://www.dir.ca.gov/Contactus.html)

- **Division of Labor Standards Enforcement (DLSE):**
  - Web-Link: [http://www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html)

- **Division of Apprenticeship Standards (DAS):**
  - Web-Link: [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html)

- **Apprentice Certification:**
  - Web-Link: [http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp](http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp)

- **CAC Public Works Training Fund Contributions:**
  - Web-Link: [http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html](http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html)

- **California General Prevailing Wage Determination:**
  - Web-Link: [http://www.dir.ca.gov/OPRL/pwd/](http://www.dir.ca.gov/OPRL/pwd/) (Journeymen)

- **Davis Bacon Wage Determination Rates:**

- **Public Works Information- Frequently Asked Questions:**
  - Web-Link: [http://www.dir.ca.gov/das/publicworksfaq.html](http://www.dir.ca.gov/das/publicworksfaq.html)

- **LCPtracker.net**
  - Web-link: [https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx](https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx)
  - Support Phone Number: 714-669-0052 Option 4
  - E-mail: support@lcptracker.com
THINGSTOREMEMBER:

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

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

Labor Compliance Forms Due Weekly:

- **Certified Payroll Form** (LCP Tracker Electronic Payroll and upload of payroll to DIR website)
- **Statement of Compliance** (LCP Tracker Electronic Payroll)
- **Statement of Non-Performance** (Due when work is not performed once on job-site)

✓ Work over 8 hours in a day or 40 hours in a week must be paid at the overtime rate. Refer to wage determination that is provided by the DIR for the applicable rate.
✓ Certified payroll records must be numbered consecutively, starting with the first week work is physically performed on site.
✓ Last certified payroll must be marked “FINAL”.

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

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

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

⚠️ **Employee Interviews on job site**: Interviews are done to obtain information to verify correct wages are being recorded on the certified payrolls for the given craft/classification and to ensure contract compliance.
Contractor Quick-Start Guide
Here at LCPtracker (Labor Compliance Program Tracker), we are aware that using a Prevailing wage software may be a new undertaking for many Contractors. We have designed this guide to explain what LCPtracker is used for and how to start using the software.

LCPtracker has been in business since 2001, and we are constantly changing to better suit your labor compliance needs. LCPtracker is used by over 200 Government Agencies and 55,000 Contractors.

LCPtracker is an online, cloud-based software company that provides users with the proper tools to easily ensure that each contractor is meeting prevailing wage guidelines as well as to easily create the detailed reports that can be required by agencies like the United States Army Corp of Engineers or the FHWA.

Whether it's Davis-Bacon laws that are set by the United States Department of Labor (USDOL), California prevailing wages set by the Department of Industrial Relations (DIR), or any other labor laws set by a specific state or local government agency, LCPtracker makes it easy to guarantee that every Contractor is compliant.

**HOW DOES IT WORK?**

The LCPtracker service is a paperless, online system of entering Certified Payroll Reports (CPRs). Payroll data may be entered directly into the system, or uploaded from major construction accounting systems or payroll programs. This service eliminates the need for Contractors to submit paper documents and forms while providing an online database that stores all CPRs.

All contract-specific wage rates, fringe rates and worker crafts/classifications are online within the system, and Contractors may then select craft/classifications from a drop-down menu. Potential errors in wage rates or work classification entries are flagged to Contractors preemptively, allowing them to correct data prior to submittal. (This is contingent on how the Agency sets up their project validations.)

A few of the immediate benefits experienced by using LCPtracker are:

- All Contractor reports are available instantly to Contractors in hardcopy and electronic format.
- No need to mail in paperwork! Payrolls will be submitted electronically.

There is no cost to Contractors for this service or for online training and we have a dedicated Support staff available Monday through Friday from 5:00am until 5:30pm PST.
CONTACTING LCPTRACKER SUPPORT

Contractors may access the various options for training after receiving a User ID and password, which will be sent by a “no reply” email address from LCPTracker (i.e., NCREPLY@LCPTracker.com). This email, with login instructions, will be sent to Contractors once they’re assigned to an account in LCPTracker by your Agency or Prime Contractor. Every Contractor account is created by the Agency or their Prime Contractor. Complete and full support is offered directly to Contractors by LCPTracker for any technical questions on the use of the software.

Contact LCPTracker Support

- 714-669-0052 option 4; or
- Support@LCPTracker.com; or
- Live Chat

If you send the Support Team an email or prefer to leave a voice message, LCPTracker asks that you include the information listed below. (Because of the high number of users stored within LCPTracker, we cannot look up your account with only your company name or project you are working on.)

- Your Company Name
- Your User ID
- Your Name and Phone Number
- What the issue is – please be as specific as possible so we can re-create the issue

LCPTRACKER TRAINING OPTIONS

Contractors may access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPTracker. Every Contractor account is created by the Agency or their Prime Contractor.

Sign up for No Charge Web Based Training

Book Now

Phone: 714-669-0052 Email: info@lcptracker.com Web: lcptracker.com Address: 117 E. Chapman Ave. Orange, CA 92866

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ADD/EDIT EMPLOYEE

To add an employee into system or edit someone already in system, click on Set Up and then Add/Edit Employee.

Add/Edit Employee Information

This section is used to enter Contractor employees and their personal information. Enter the appropriate employee information in the data fields. Tab key or mouse click to move between fields. Any RED asterisk field is required by the Agency, and the system will not save unless the information is entered in the required fields.

Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

This section is known as a “time saver”. You may wish to fill in the hourly fringe rates in this section. This will allow for ease of use when entering payroll records manually, as you will be able to click the “calculate fringes” button on the Payroll Entry screen, and the system will perform the mathematical calculation of the hourly fringes multiplied by the hours worked. (Keep in mind that if you have any predetermined increases, or your Union updates once a year, you will need to come back to this section and update your fringes accordingly.)

If you have multiple projects with different fringe rates, built in increases, or everyone has the same fringes and you only want to enter those dollar values once, you may wish to skip this section and use the Fringe Benefit Maintenance table to enter your hourly fringe rates into system. (Note that any fringe amount entered in this section will supersede the fringe amount entered in that time saver section of the employee setup.)

- Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

Vac / Hol / Dues Health & Welfare Pension All Other Training
Default Other Deductions Notes

Any deduction that is permissible according to the USDOL or your Agency (such as IRS garnishments, child support, a company loan, etc.) would fall under this “other” deduction section. Any amount listed in “other” will then dictate that “other deduction notes” is required. You can always come back and add/edit the employee and enter value in this section to save yourself time.

1. PAYROLL RECORDS

There are five methods of payroll entry available to all Contractors:

1. Copy Payroll feature in LCPtracker
2. Upload from a payroll system export file
3. Upload from the Excel spreadsheet
4. Direct Payroll Subscription / Interface (DPI)
5. Manual entry

We will be discussing manual entry in detail below, but here is some information regarding the other four:

1. COPY PAYROLL

This option is only available if you have already completed a week of payroll. Once you’re in the Payroll Records tab, simply click on the “Copy Previous Payroll” button, select your project, then select the CPR you’d like to copy.

2. UPLOAD FROM A PAYROLL SYSTEM EXPORT FILE

From the Payroll Record tab, click on the “Upload Records” button. Further click on the “Accounting Systems” button, and you will see a partial list of the payroll companies that we have partnered with to create a payroll interface, or export file. To see a complete list of payroll interfaces available, please visit www.lcptracker.com, and click on Partners>Payroll Interfaces. If you do not find your payroll company, and would like to see if there is an opportunity to partner, please fill out the informational form listed under the “Upload Records” section and someone from LCPtracker will contact you.
Current Accounting Systems Available

1. Paychex Flex
2. Foundation
3. Viewpoint – Vista
4. Viewpoint – ProContractor
5. Pay-Net
6. Construction Partner
7. California Payroll
8. Quantum Systems – Quickbooks Partner
9. Sunburst – Quickbooks Partner
10. Paylocity
11. ComputerEaze
12. BenePay Technologies
13. Dexter+Cheney – Spectrum
14. Payday Workforce Solutions
15. Quickbooks – Desktop Version (in the works)
16. Computer Guidance
17. Event 1 Software – Sage 100/Timberline

You can click on the name of your payroll company, and you will either find a list of directions on how to obtain your export file, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

Once you have it, you can use it to upload your CPR from that "Upload Records" button. For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

3. UPLOAD FROM THE EXCEL SPREADSHEET

LCPtracker has an Excel spreadsheet template available for you to download in the same “Upload Records” section mentioned above. There is a legend as well as instructions available on the Excel template.

You can manually enter info into this Excel spreadsheet, or you can confer with your IT department to see if they can utilize this spreadsheet to create a report out of your existing payroll system.
4. DIRECT PAYROLL SUBSCRIPTION / INTERFACE (DPI)

This is another option available to Contractors who would prefer to not enter their CPRs manually, do not want to use the Excel spreadsheet, and do not use a payroll company that LCPtracker partners with. You can choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that “Upload Records” button.

For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

5. MANUAL ENTRY

You will enter a record each week for every employee that performs work covered by prevailing wages on their project. If your employee works in more than one classification (i.e., they've worked 20 hours as a Carpenter and 20 hours as a Power Equipment Operator) please enter two separate pay records to show that they are being paid according to the work performed.
### AMOUNTS PAID (top section of the Payroll Record Entry Form)

Enter the appropriate amounts in the appropriate sections. Keep in mind this is just a transfer of historical data from your already existing payroll records.

<table>
<thead>
<tr>
<th>Week End Date</th>
<th>Contractor:</th>
<th>Project:</th>
<th>Sub To:</th>
<th>Employee:</th>
<th>Contract ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/3/2018</td>
<td>Darren's Demo</td>
<td>M59 Realignment</td>
<td></td>
<td>DUCK, DONALD</td>
<td>5</td>
</tr>
<tr>
<td>Is Foreman</td>
<td>Is Owner/Operator</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Gross Employee Pay This Project

- The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).

#### Wages Paid in Lieu of Fringes (Total Cash Fringes)

<table>
<thead>
<tr>
<th>Base Hourly</th>
<th>Overtime Hourly</th>
<th>Doubletime Hourly</th>
<th>Rate in Lieu of Fringes (Cash Fringes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>Gross Employee Pay This Project</td>
<td>Wages Paid in Lieu of Fringes (Total Cash Fringes)</td>
<td>These fields are Hourly rate fields (Usually No Fringes)</td>
<td>Rate in Lieu of Fringes (Cash Fringes)</td>
</tr>
</tbody>
</table>

#### Rate in Lieu of Fringes

- The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund or program, please list the hourly rate paid here.

#### Base Hourly

- The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.

#### Overtime Hourly

- The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

#### Doubletime Hourly

- The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Agency.
CLASSIFICATIONS

This section lists the craft and classification that your employee worked on your project and will be paid for. If you mistakenly choose the wrong classification on the original entry page, you may change it here by clicking on the Edit button. (Please remember that if your employee worked in more than one classification within this work week, you will need to enter a separate payroll record for that classification.)

- Classifications

<table>
<thead>
<tr>
<th>Classification</th>
<th>Location</th>
<th>Craft</th>
<th>Description</th>
<th>Date Range</th>
<th>Project Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Wages</td>
<td>Huron County, MI</td>
<td>Carpenter</td>
<td>Carpenter - Pending USDOL 02/01/2017</td>
<td>Highway</td>
<td>Edit</td>
</tr>
</tbody>
</table>

HOURS WORKED EACH DAY FOR THIS PROJECT ONLY

Enter the hours worked each day. The first row is for regular time worked, the second row is for overtime worked and the third row for is for double time worked. You ONLY enter hours worked on this prevailing wage job for this week. The system will total each type of hours worked, the days worked and the week under the totals hours column.

- Hours Worked Each Day for This Project Only

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Time</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Overtime at 1.5</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Double-Time</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

FRINGES/CONTRIBUTIONS PAID TO OTHER (NOT EMPLOYEE) FOR THIS PROJECT ONLY

You may utilize this section in two different ways:

1. Auto calculate
2. Manual entry

The first is by simply clicking the Calculate Fringes button so that the system automatically calculates the fringe benefit rates paid. This only works if you filled out the hourly fringe benefit rates in the Add/Edit Employee screen (or the Fringe Benefit Maintenance section, also available in the Set Up tab). This function multiplies the hours worked times the fringe benefit rate to get the values.

The second way is to manually enter the total amounts paid per section (Vac/Hol/Dues, Health & Welfare, Pension, etc.) from your payroll register or paystubs. Mark the appropriate check boxes as required. If they are checked in the Add/Edit Employee setup then that value carries over.
PAYCHECK – DEDUCTIONS, PAYMENTS AND NOTES (values entered in this section apply to all hours worked on all projects during the week.)

- Paycheck - Deductions, Payments and Notes (For All Projects Worked This Week)

  ✅ Single Paycheck  ✗ Multiple Paychecks

  Deductions
<table>
<thead>
<tr>
<th>Deduction</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fed Tax</td>
<td>0.000</td>
</tr>
<tr>
<td>Social Security</td>
<td>0.000</td>
</tr>
<tr>
<td>Medicare</td>
<td>0.000</td>
</tr>
<tr>
<td>State Tax</td>
<td>0.000</td>
</tr>
<tr>
<td>Local Taxes/SID</td>
<td>0.000</td>
</tr>
<tr>
<td>Other</td>
<td>0.000</td>
</tr>
<tr>
<td>Vac/Dues</td>
<td>0.000</td>
</tr>
<tr>
<td>Savings</td>
<td>0.000</td>
</tr>
<tr>
<td>Total Deductions</td>
<td>0.000</td>
</tr>
</tbody>
</table>

  Payments (less included in paycheck)
<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trav/Subs</td>
<td>0.000</td>
</tr>
<tr>
<td>Gross Pay All Projects</td>
<td>0.000</td>
</tr>
<tr>
<td>Paycheck Amount</td>
<td>0.000</td>
</tr>
<tr>
<td>Check Number</td>
<td></td>
</tr>
<tr>
<td>Paycheck Date</td>
<td></td>
</tr>
</tbody>
</table>

  Notes

Other Deduction Notes

Deductions - the Total Deductions box will add as you enter values in the taxes, other deductions, Vac/Dues and Savings fields.

Other Deduction - this field is for permissible deductions that do not fall into the other available fields. If you put an amount in the Other deductions field, an Other Deduction Note will become required.

Trav/Subs - this field is for travel or subsistence paid to your employee. This amount does figure into the mathematical calculation that the system to ensure that Gross and Net pays are correct.

Gross Pay All Projects – the gross amount on the paycheck for the week including all projects worked.

Paycheck Amount – this is also referred to as Net pay. This is the actual amount of pay the employee received.

Check Number – you have the option of putting different information in this field. If you hand out actual checks to your employees, please enter the check number in this field. If you utilize direct deposit and no check numbers exists, enter “DD”.

Phone: 714-669-0052 Email: info@lcptracker.com Web: lcptracker.com Address: 117 E. Chapman Ave. Orange, CA 92866

Revised 07/05/2018
**Payment Date** – this is the actual date of the paycheck. Not all Agencies require this field.

**Notes** – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.

**Other Deduction Notes** – if you entered a permissible deduction in the above-mentioned field, then you will be required to leave a note describing that deduction. Please remember to be transparent in your notes entered. We recommend that you list what the actual deduction is, and not write “other deduction” or “N/A”.

**WHEN YOU HAVE COMPLETED ALL THE ABOVE-MENTIONED FIELDS, CLICK SAVE.**

**SAVE WITH NO NOTICES**

With a successful save you will get this message:

When you are done entering the payroll records, check Notices, then certify the data you are submitting.

The “Certification” tab is where you complete the process to submit your CPR to the Agency you are reporting to.

Enter another record for a different employee?

**SAVE WITH NOTICES**

If you do not get this message, look for the **RED** message on the screen. You may have to scroll up or down on the payroll record to see what you have missed that may be a required field.
Once you have entered all payroll records for the week, you should go into the Notices tab to check and see if you have any payroll Notices. Your records have been saved: perhaps there are issues ranging from forgetting to add an employee ID or phone number to forgetting to enter the Gross Employee Pay This Project field at the top of the Payroll Record Entry screen.

If you have an employee who shows up in this screen, you will need to clear that notice.

To clear your notice, click on the Edit button to the right of the employee name. From there, you will be taken back into the Payroll Record Entry screen. Scroll down the bottom and you will see detailed notes on exactly what your notice is.

If you do not understand the notice, you have options on how to get help. You can click on the Video Assistance “Play Now” button and you will see a video that explains what the notice is and how to address it, or you can contact our Support department and they will assist you.

You must clear all notices to certify your payroll.

3. CERTIFICATION

You are almost finished, and now it’s time to certify your payroll. You will do this for each week beginning when you first start work on your project until the last week on the project.

You have three options available to you when you certify your payroll:
- Certify a payroll for a week during which work was performed
- Certify a payroll for a week during which no work was performed (no work week payroll)
- Certify a payroll for multiple consecutive weeks during which no work was performed
CERTIFICATION WIZARD, STEP 1 OF 2

To certify your payroll:
- Choose your project
- Choose the type of payroll you are certifying
- Choose your week ending date (if you choose multiple consecutive weeks, you will enter the start date and the last date)
- Enter your name as the person certifying your payroll
- Enter your title
- Click next

CERTIFICATION WIZARD, STEP 2 OF 2

You are now seeing your Statement of Compliance (SOC) portion of your certified payroll report. You are just a few clicks away from certifying your payroll.

You now need to denote how you pay your fringe benefits (if you do both, you may choose both):
- 4a - paid into an approved plan, fund or program
- 4b - paid in cash to the employee
- 4c - section to note any exceptions you might have, per craft/classification.

If you have any final remarks that you'd like to leave for your Agency, there is a section available to you to do so. Note: this field is mandatory if you are recertifying a CPR.

You may also click on a checkbox to note if your CPR is a final.

Lastly, you will put in your eSignature and click Save. This completes your CPR, and it will pop up in another window so long as you have your pop-up blocker turned off. (If you forget your e-Signature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)

Congratulations You have now completed certifying your payroll.

Your CPRs are electronically sent to your Administrator, and unless otherwise specified, there is no need to send or print out a hardcopy unless you would like to do so for your own records.
LCP tracker

Remember that your CPR’s will always be stored in your account to access at any time, so you may decide not to print out hardcopies.

CALIFORNIA DIR XML UPLOAD

If you perform work on a California Public Works project, you also need to upload your payroll to the Department of Industrial Relations (DIR) eCPR system. Once you’ve certified your payroll, you can download the DIR XML file to upload.

Instructions to find and upload this file:
- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the DIR XML button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Upload into the DIR eCPR system

<table>
<thead>
<tr>
<th>Project</th>
<th>Certified Payrolls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Station Renovation</td>
<td>BAILEY FENCE COMPANY, INC.</td>
</tr>
</tbody>
</table>

Help

<table>
<thead>
<tr>
<th>Date</th>
<th>Status</th>
<th>Reports</th>
<th>Edit</th>
<th>Report</th>
<th>DIR XML</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/16/2018</td>
<td>YES</td>
<td>Submitted</td>
<td>Edit</td>
<td>Report</td>
<td>DIR XML</td>
<td>Details</td>
</tr>
<tr>
<td>03/02/2018</td>
<td>YES</td>
<td>UPDATED</td>
<td>Edit</td>
<td>Report</td>
<td>DIR XML</td>
<td>Details</td>
</tr>
</tbody>
</table>

Page 1

Should you find that you have any further questions, please consult either the Contractor User Manual or call our Support department.

Contact LCPtracker Support
- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat
CERTIFYING PAYROLL RECORDS

Certification is the process of submitting your certified payroll report. To certify, all the payroll records must be notice free. The payroll certification is a two-step process.

CERTIFICATION STEP 1

In the first step, the user needs to:

- Select a project from the drop-down list
- Choose if the week is performing or not. This, by default, is set to "Work activity to be reported for this week".
- The week end date which should be the same as the payroll records you just entered
- Payroll number, which is usually 1 for the first week on project, 2 for second and so forth
- Name of the person certifying the payroll and their title

Be sure you are choosing the same project that you just entered payroll records for under the 1. Payroll Records tab. As mentioned previously, be sure that if you are assigned to more than one project that you are entering payroll for the correct project. As of this publication, if the project name or the week end date are incorrect you will have to delete and begin again, with the correct project name being chosen as well as the correct week end date for your company. Clicking Next will take you to step two of the certification.

NON-PERFORMING WEEK

If no work was performed during the week, you can skip steps 1 and 2. You will go straight to 3. Certification, be sure you are choosing the correct project to submit for, especially for those of you that are assigned to more than one project.

If you have only one week of non-performance, follow steps as previously shown. Charge 2. Work performed this week? to the option No work activity to be reported for this week, and proceed.

For multiple weeks of non-performance under 2. Work performed this week?, choose No work activity to be reported for multiple consecutive weeks. You now have two calendar fields. It's extremely important that you enter the dates
correctly. The left side should be the week end date of the 1st week not on the project and the right side will be the last week not on the project. Please note both fields should be the same day of the week.

**CERTIFICATION STEP 2**

Step two of the wizard will be the Statement of Compliance (SOC). Depending on the agency you’re working under, the settings will determine what the SOC will look like. It’s highly suggested that you read the SOC before entering your eSignature and submitting. There are also some options for some under number four of the SOC, you may be required to check one or the other of those boxes, while some may have both already checked. On the SOC there is a box to check ONLY IF the payroll you are about to submit is the final. If not your final submission, then do not check the box.

If you are unable to proceed to the Statement of Compliance (SOC) due to unresolved notices or required eDocuments, read the note(s) carefully. To resolve any issues with payroll, go to the notices navigation tab (review 2. Notices) and if you have required eDocuments that have not been submitted or have expired you will need to upload eDocuments (review eDocuments).
To edit a payroll that has already been certified go to Projects > Certified Payrolls. Payroll records can be added to the certification, deleted from the certification or existing records can be edited. You may also update the payroll number or change the final yes to no, or vice-versa, if necessary.

You cannot however delete the entire week completely from the system, only primes/administrators and/or the agency in charge can do this. Click on the Show Info for that contact information and typically they will only delete if the incorrect week end date or if you submitted under the incorrect project, (see 1. Payroll Records).

Select Projects > Certified Payrolls and choose the project from the drop down. The screen will then refresh. Click Edit next to the week you wish to edit. The more CPR's you have submitted the more page numbers you will have.
If you are locked out and unable to edit due to permitted days to edit exceeded, you need to locate the contact for the project. You can do this on the Projects tab. Find the project you wish to edit and click on the Show Info button. You can start with that contact name/email. NOTE: LCPtracker cannot give permission to edit payrolls; this is a function of the Prime/Administrator and/or Agency in charge.
PAYROLL RECORD ENTRY FORM

This screen is used to enter payroll records one at a time. LCPtracker has included utility for contractors to load payroll information from a spreadsheet to save time. Details for this process are provided in the section UPLOAD RECORDS of the Contractor instruction manual. For a quick one page screen shot, you may skip to the last page.

The second step in the Payroll Entry process is shown below. The upper portion of this screen self populates from the data entered in step one. You can tab through this screen or use your mouse to click in fields to enter data.

![Payroll Record Entry Form](image)

Each section and field of the Payroll Record Entry Form will be explained. NOTE: some fields that are optional in the initial setup process by the Agency are the Wages Paid in Lieu of Fringes and the Rate in Lieu of Fringes. If your Agency chose not to allow this feature, you will not see these 2 fields in your Payroll Record entry form page 2 of 2.

This is a WEEKLY reporting form, you report hours worked for the week being reported on, this is not an accumulation. All fields are for the week you are reporting hours worked and wages paid.

Optional **Wages Paid in Lieu/Rate in Lieu** fields available for use:

![Optional Wages Paid in Lieu/Rate in Lieu](image)

Optional **Wages Paid in Lieu/Rate in Lieu** fields NOT available for use:

![Optional Wages Paid in Lieu/Rate in Lieu](image)
There is also the ability for Administrators and/or Primes to require Work Orders for Payroll Entry. If the Project is associated with Work Orders and that section of Project setup is checked (Administrator action only) you will see Work Orders as an option. If you are a Prime Contractor be sure to review the work order Setup section. Prime Contractors can define work order numbers.

Note: if the Work Order option is showing and there are no Work Orders to choose from in the drop down, please contact your Prime or go to Projects tab and click the “Show Info” for that Project and start with that contact.

Gross Employee Pay this Project should be equal to the hourly rate fields x the hours posted on this payroll record. This amount does NOT include fringes. It is usually the amount that is provided by your payroll system. If you pay additional Wages Paid in Lieu of Fringes then enter this amount in that field.

Wages Paid in Lieu should be equal to the Rate in Lieu x the hours posted on this payroll record. Wages Paid in Lieu are those amounts paid to the employee when no fringe benefits are paid or when the fringe benefits paid are insufficient to meet the required total hour rate of pay.

Gross Pay All Projects should be employee’s Gross Pay for the week regardless of what Projects were worked on.

<table>
<thead>
<tr>
<th>Gross Employee Pay This Project</th>
<th>Wages Paid in Lieu of Fringes</th>
<th>Gross Pay All Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>2600.000</td>
<td>275.000</td>
<td>2575.000</td>
</tr>
</tbody>
</table>

Enter the Basic Hourly Rate of Pay, Hourly Overtime Rate, Hourly Double Time Rate, and Rate In Lieu of Fringes (if you are using, Rate in Lieu/Wages Paid in Lieu are not always used by all users), you pay the employee in the blue fields. Enter the overtime rates as required when overtime is worked. You can change them at any time.

Here we show how the Gross Employee Pay field is equal to the hourly rates x the hours posted and then the Wages Paid in Lieu of Fringes is equal to the Rate in Lieu x all hours posted.
### Hours Worked Each Day

The Hours worked each day should **ONLY** be the hours reported for working on this project for the week you are reporting on. Again this is not accumulative. Under this section titled Hours Worked Each Day enter the number of Regular Time (Straight-time), Overtime at 1.5 and Double-Time hours worked each day for the payroll period (one week).

---

**Classifications**

The Craft/Classification (Journey Level) may be edited if incorrect by clicking on the Edit and making another choice. Below we show the classification section for both those that have only one craft/classification as well as an example for someone with more than one Jurisdiction and/or Location to choose from. All are editable at any time.
The Screen automatically adjusts the weekly payroll period to reflect your week-end-date. As laid out in the beginning of the Enter Records section.

Fringes /Contributions paid to others (not employee) for this project only

If you entered the hourly rate of fringe benefits in the Employee Setup or Fringe Benefit Maintenance table then click the “Calculate Fringes” button. The calculated fringe amounts can be edited if required. The feature will take the hours posted in the Hours worked section of the Payroll Record and multiply them by the fringe benefit rates. (This Function may NOT be available to you).

If you did not enter the rates, then enter the Fringe /Contributions (This Project Only). Enter the appropriate amount for each of the categories in this section. If there is no data for a box, leave it blank. This example there is 55 hours total; 40 regular, 10 overtime and 5 double-time. We noted in red what the hourly values are in the Employee setup.
The "more links" below the Vac/Hold/Dues and Pension explains additional detail. Here we will present that detail.

**Vacation / Holiday Directions**

The entering of information for Vacation and Holiday pay is causing confusion. The following is a more detailed explanation of the entering of Vacation and Holiday pay.

**Case 1** Vacation and Holiday is paid to the employee as additional wages. Enter the paycheck gross amount as part of the Gross Employee Pay This Project. Enter $95.00 in the fringe benefit area and check the Vac/Hol/Dues in Gross Emp. Pay box.

This would be what you consider the employees Hourly Rate of Pay. You are paying it as part of the wages and would be factored as part of overtime/double-time factoring if hours worked. The hourly rates x the hours posted would equal the Gross Pay This Project field.

**Case 2** Vacation and Holiday is included in the paycheck to calculate taxes but is paid to another fund (union) and thus deducted from the paycheck. Enter the paycheck gross amount as part of the Gross Employee Pay This Project. Enter the $95 in the fringe benefit area and check the box that says Vac/Hol/Dues Included in Gross Emp. Pay. In this scenario you would also show the deduction in the Deductions, Payments and Notes (taxes) section under the Vac/Dues field.
Case 3  Vacation and Holiday is not included in the paycheck. The Vacation and Holiday is only paid to a fund and taxes are assessed when paid. Enter the amount of the Vac/Hol in the field. Check the Vac/Hol/Dues Included in Gross Emp. Pay box. It would only be part of the Gross Pay This Project if the employee takes and is being paid for. So you are showing the Fringe value, however it is not sent to any fund (union) or assessed taxes until it is taken.

- Fringes / Contributions paid to others (not employer) for this project only

<table>
<thead>
<tr>
<th>Vac/Hol/Dues</th>
<th>Health &amp; W/</th>
<th>Pension</th>
<th>Voluntary Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>118,800</td>
<td>563,200</td>
<td>344,850</td>
<td></td>
</tr>
</tbody>
</table>

**Deductions, Payments and Notes**

<table>
<thead>
<tr>
<th>Deductions</th>
<th>Pay Tax</th>
<th>Social Security</th>
<th>Medicare</th>
<th>State Tax</th>
<th>Local Taxes/SDI</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>350,000</td>
<td>175,000</td>
<td>55,000</td>
<td>120,000</td>
<td>100,000</td>
<td>100,000</td>
<td></td>
</tr>
</tbody>
</table>

Case 4  Vacation and Holiday is accrued and taxes are assessed when paid. Enter the amount of the Vac/Hol/ Dues in the field. This approach may not be accepted by some agencies.

- Fringes / Contributions paid to others (not employer) for this project only

<table>
<thead>
<tr>
<th>Vac/Hol/Dues</th>
<th>Health &amp; W/</th>
<th>Pension</th>
<th>Voluntary Contributions</th>
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<tbody>
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<td>175,000</td>
<td>55,000</td>
<td>120,000</td>
<td>100,000</td>
<td>100,000</td>
<td></td>
</tr>
</tbody>
</table>

Voluntary Pension and Medical Contributions

Voluntary Pension and Medical Contributions are additional payments to an approved pension and/or health care funds that the employee elects to take out of his/her Gross Employee Pay this period before taxes.

These voluntary contribution amounts are part of the Gross Employee Pay this period but some payroll systems do not show it as such. If your accounting system does not include these amounts in the Gross Employee Pay this period enter the hourly rates of such amounts in the fields provided in *Employee setup* so that you may use the Calculate Fringe button when doing Payroll Records entry.

Be sure *not* to include it as part of the health & welfare payments you make on the employees behalf (fringe benefits company pays into an entity/union that benefits the employee)

- Fringes / Contributions paid to others (not employer) for this project only

<table>
<thead>
<tr>
<th>Vac/Hol/Dues</th>
<th>Health &amp; W/</th>
<th>Pension</th>
<th>Voluntary Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>118,800</td>
<td>563,200</td>
<td>344,850</td>
<td></td>
</tr>
</tbody>
</table>

These are the "Fringe Benefits" that the company pays to some entity (union) as a Fringe Benefit.

Voluntary Contributions are part of the Employees Gross Pay. These are values that the Employee elects to have taken out such as additional payments to an approved pension of health care fund.
Deductions, Payments and Notes

Enter your Deductions (taxes) and travel/subsistence pay as well as the Paycheck Amount (Net Pay), Check Number and any Notes for this current payroll you are entering.

The Paycheck amount and Check Number field is required field for the Payroll Record to save. The Check Number field will accept dd or DD for those that may have Direct Deposit vs. issuance of an actual Check. Once you are satisfied the data is accurate click the Save button.

- Deductions, Payments and Notes

<table>
<thead>
<tr>
<th>Deductions</th>
<th>Social Security</th>
<th>Medicare</th>
<th>State Tax</th>
<th>Local Taxes/SDI</th>
<th>Other</th>
<th>Vac / Dis</th>
<th>Savings</th>
<th>Total Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>350,000</td>
<td>175,000</td>
<td>55,000</td>
<td>120,000</td>
<td>100,000</td>
<td>100,000</td>
<td>0,000</td>
<td>0,000</td>
<td>900,000</td>
</tr>
</tbody>
</table>

Payments (if included in paycheck)

<table>
<thead>
<tr>
<th>Tax/Subs</th>
<th>Paycheck amount</th>
<th>Check Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.000</td>
<td>1,975,000</td>
<td>DD or DD</td>
</tr>
</tbody>
</table>

Notes

Use the Notes section for anything you wish to add a note on for the current Payroll you are entering.

Other Deduction Notes

CHILD SUPPORT (02/21/2011)

If your agency is requiring you to report what 'other' deductions are you will also have to fill in this section in order for LCPtracker to save your payroll record. For Other Deduction Notes refer back to section - Default

Other Deduction Notes

- Deductions, Payments and Notes

<table>
<thead>
<tr>
<th>Deductions</th>
<th>Social Security</th>
<th>Medicare</th>
<th>State Tax</th>
<th>Local Taxes/SDI</th>
<th>Other</th>
<th>Vac / Dis</th>
<th>Savings</th>
<th>Total Deductions</th>
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<tbody>
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<td>55,000</td>
<td>120,000</td>
<td>100,000</td>
<td>100,000</td>
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<td>0,000</td>
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Payments (if included in paycheck)

<table>
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<tr>
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<th>Paycheck amount</th>
<th>Check Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.000</td>
<td>1,975,000</td>
<td>DD or DD</td>
</tr>
</tbody>
</table>

Notes

If your agency is requiring you to fill out before system will save Payroll Record.
### Edit Record

<table>
<thead>
<tr>
<th>Project</th>
<th>1. Payroll</th>
<th>2. Cr.</th>
<th>3. Date</th>
<th>4. Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project 1</td>
<td>$1000</td>
<td></td>
<td>12/10/2010</td>
<td></td>
</tr>
<tr>
<td>Project 2</td>
<td>$1500</td>
<td></td>
<td>12/11/2010</td>
<td></td>
</tr>
<tr>
<td>Project 3</td>
<td>$2000</td>
<td></td>
<td>12/12/2010</td>
<td></td>
</tr>
</tbody>
</table>

**Weekly Hours Worked**

<table>
<thead>
<tr>
<th>Day</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
</tr>
</tbody>
</table>

**Fringe Section**

- Health & Welfare: $200.00
- Pension: $120.00
- Other: $20.00

**Voluntary Contributions**

- Pension: $100.00
- Medical: $50.00

**Deductions, Payments and Notes**

- Federal Tax: $20,000
- Social Security: $10,000
- Medicare: $10,000
- State Tax: $20,000
- Local Taxes: $50,000

**Payments**

- Paycheck amount: $150,000
- Check Number: 2256

**Notes**

- Anything in Travel Subs could be explained in the Notes section too.
- Any # in the other Deductions Field has to be explained here.
LCPtracker Excel Upload Template Updates

Contractor Database Area Affected: 1. Payroll Records Tab > Upload Records > Download Spreadsheet Template

We have updated the color coding and descriptions of the columns in the free Excel template we offer Contractors to upload payroll data into LCPtracker.

We have also included new columns regarding the new New York additional benefit information and YTD Accumulated Sick Pay:

- **CU (FringesProvidedByEmployer)** - This box is checked if the Fringes Paid/Provided to Employee by Employer - Specifically used for Payrolls in the State of New York
- **CV (LocalUnionNumber)** – Used to enter Local/Union #, if fringes are Paid to a Union - Specifically used for Payrolls in the State of New York
- **CW (YTD_SickPayTime)** – Used to enter accumulative hours employee has earned towards sick time
New Feature- Daily Reporter Settings

LCPtracker recommends contacting your LCP Project Manager for assistance on proper set up of this feature. If you are unsure who to contact, please reach out to the LCPtracker Support Team for assistance on locating your assigned Project Manager.

Contractor Database Area Affected: Daily Reporter Tab > Daily Reporter Settings

Daily Reporter Managers will now have the ability to enforce or disable different sections of the daily logs for specific projects.
Copy Employees Function Updated

Contractor Database Area Affected: Set Up Tab > Copy Employees

The Copy Employees function will no longer copy "unreconciled employees" from a database utilizing Daily Reporter to another account. Unreconciled employees are generated when an employee is manually entered into a daily log in the Daily Reporter function.

Paychex File Update

Contractor Database Area Affected: Upload files produced from Paychex

New column in Paychex file will allow federal exemptions to be uploaded into the system.
Additional Supplemental Benefit Information in NYC CPR Form-041

Please note that this feature will only impact Contractors working on certain projects utilizing LCPtracker. It is not a database-wide change.

**Contractor Database Area Affected:** 1. Payroll Records Tab > Enter Records and on CPRs

The City of New York's certified payroll form requires that Contractors provide information specific to how an employee's supplemental/fringe benefits are paid. (Outlined in red below.)

---

**THE CITY OF NEW YORK • OFFICE OF THE COMPTROLLER • BUREAU OF LABOR LAW**

**PAYROLL REPORT**

**TO BE SUBMITTED WITH REQUEST FOR PAYMENT**

<table>
<thead>
<tr>
<th>NAME OF PRIME CONTRACTOR</th>
<th>AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF CONTRACTOR/SUBCONTRACTOR</td>
<td>PAYROLL #</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>PAYROLL ID</td>
</tr>
<tr>
<td>CONTRACT NUMBER</td>
<td>PHONE</td>
</tr>
</tbody>
</table>

**NAME**

<table>
<thead>
<tr>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER</td>
</tr>
</tbody>
</table>

**DATE AND DATE**

<table>
<thead>
<tr>
<th>TOTAL HOURS</th>
<th>BASE RATE PER HOUR</th>
<th>TOTAL BASE PAY</th>
<th>RATE PER HOUR</th>
<th>TOTAL PAY</th>
<th>TOTAL BENEFITS PAID</th>
<th>TOTAL TAX &amp; OTHER DEDUCTIONS</th>
<th>NET PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This functionality to comply with this reporting requirement has been added to the payroll entry form, specifically the "Fringes/Contributions paid to other" section, that Contractor's see when entering an employee's weekly payroll record. The City of New York's certified payroll form provides three options: U = Union, E = Employee, and O = Other. The choice(s) you make on this screen will transfer to the correlating "Paid To" line.

A checkmark in the checkbox for "Fringes Paid to Union? Union Local #" will auto-populate the "U" row on the Supplemental Benefits payment information section. A free-form field next to the checkbox will allow for the Contractor to insert their Union Local name/# specific to that employee. This will then list that Union Local name/# on the "U" row. By checking this box, you are stating that the supplemental/fringe benefits for that employee are being paid to their specific Union.

---

**Fringes / Contributions paid to others (not employees) for This Project Only (Rate Times the # of Hours Worked)**

<table>
<thead>
<tr>
<th>Work Hours</th>
<th>Hours &amp; WEEK</th>
<th>Pension</th>
<th>All Other</th>
<th>Training</th>
<th>Voluntary Contributions for All Projects</th>
<th>Voluntary Contributions Included in Gross EMP PAY</th>
<th>Some or All Fringes Paid to Employees</th>
<th>Voluntary Contributions included in Gross EMP PAY</th>
<th>Calculate Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.000</td>
<td>0</td>
<td>0.000</td>
<td>0</td>
<td>0</td>
<td>Pension Medical 0.000 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**More**

---

**Fringes Paid to Union? Union Local #**

---

**Laborer’s 731**

---

342 of 386

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The next row, "E", will automatically transfer to the certified payroll form if any amount is entered in to the "Rate in Lieu of Fringes" field on the payroll entry screen. (Outlined below in red.) By entering an hourly amount in this section, you are stating that the employee has supplemental/fringe benefits paid/provided by the employer to the employee in cash. This will insert "X" for "Employee" on the certified payroll report.
Finally, a checkmark in the checkbox for "Fringes Paid / Provided to Employee by Employer" will auto-populate the "O" row on the Supplemental Benefit payment information section. By checking this box (outlined below in red), you are stating that the employee has supplemental/fringe benefits paid/provided by the employer to the employee. This will insert "X" for "Other" on the certified payroll report.

### PAYROLL REPORT

<table>
<thead>
<tr>
<th>DAY AND DATE</th>
<th>BASE RATE OF PAY PER HOUR</th>
<th>TOTAL HOURS</th>
<th>TOTAL BASE PAY</th>
<th>TOTAL BENEFITS PAID</th>
<th>GROSS PAY</th>
<th>TOTAL TAX &amp; OTHER DEDUCTIONS</th>
<th>NET PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### THE CITY OF NEW YORK • OFFICE OF THE COMPTROLLER • BUREAU OF LABOR LAW

**PAYROLL REPORT**

**TO BE SUBMITTED WITH REQUISITION FOR PAYMENT**

- **AGENCY**
- **CONTACT**
- **PHONE #**
- **PAYROLL #**
- **FILL IN #**

**WEEK ENDING DATE**

**PROJECT NAME & LOCATION**

<table>
<thead>
<tr>
<th>DAY &amp; CHECK SCHEDULE</th>
<th>BASE RATE OF PAY PER HOUR</th>
<th>TOTAL HOURS</th>
<th>TOTAL BASE PAY</th>
<th>TOTAL BENEFITS PAID</th>
<th>GROSS PAY</th>
<th>TOTAL TAX &amp; OTHER DEDUCTIONS</th>
<th>NET PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Fringes / Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked)

<table>
<thead>
<tr>
<th>Voluntary Contributions</th>
<th>Fringe Pay to Union Local #</th>
<th>Laborer's 721</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>More</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Voluntary Contributions for all Projects

<table>
<thead>
<tr>
<th>Voluntary Contributions for all Projects</th>
<th>Fringe Pay to Union Local #</th>
<th>Laborer's 721</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>More</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Voluntary Contributions Included in Gross Comp.

<table>
<thead>
<tr>
<th>Voluntary Contributions Included in Gross Comp.</th>
<th>Fringe Pay to Union Local #</th>
<th>Laborer's 721</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>More</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Some or All Fringe Pay to Employee

<table>
<thead>
<tr>
<th>Some or All Fringe Pay to Employee</th>
<th>Fringe Pay to Union Local #</th>
<th>Laborer's 721</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>More</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Fringe Pay to Union Local #

<table>
<thead>
<tr>
<th>Fringe Pay to Union Local #</th>
<th>Laborer's 721</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Other</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
</tr>
<tr>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>More</td>
<td></td>
</tr>
</tbody>
</table>

### Laborer's 721

<table>
<thead>
<tr>
<th>Laborer's 721</th>
<th>Fringe Pay to Union Local #</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Other</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
</tr>
<tr>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>More</td>
<td></td>
</tr>
</tbody>
</table>
You will set up the subcontractor below you, and each contractor is responsible for setting up their own subs. Once you’ve set up your sub, they’ll log into their account and then set up any subs beneath them. Their subs will then set up their own subs, and so on and so forth.

Contractor Set Up is a two-step process:

Step 1: Contractor Setup > Add/Edit Contractor

To add a new contractor, enter information and save. To edit an existing contractor, select it from the list first. You can only add contractors in the system. You can only edit contractors that have been selected.

- Department
- Company Name ( Contractors )
- Federal Tax ID Number
- PTA Number
- Contractor License No.
- Contractor License Exp. Date
- Contact Name
- Phone Number
- Contact Fax
- Contact E-Mail

To add, simply fill in the data. Complete the data fields with information provided by your subcontractor. If it is a new entry, ignore the select a contractor to edit drop down. If this is an existing user, you may have read-only access to their information.

Some contractors may already be a user of LCPtracker under another agency database. Ask your subcontractor if they are a current user of LCPtracker. If they are, ask them for their User ID that they currently use to log into the LCPtracker system. You will still be setting this company up with a “new” account under the Agency you are working in. Set them up with the same user ID under your Agency, and the system will automatically link their accounts for them. This prevents them from having to use multiple user ids.

The field marked Contractor License No. or 10-digit Phone Number is the field that ultimately becomes the user’s ID number, and where you’ll enter their existing user ID to link accounts if they have them.
Continue to enter in the rest of the required information on the Subcontractor Setup page and **Save**

The **email data field is critical** as this is how the LCPtracker Program is designed to communicate with system users. Please be sure the email address supplied is correct prior to saving the information to the database. Red asterisks fields are required in order for the system to **Save** information. Some Agencies may have additional requirements. When you are satisfied the information is correct, click **Save**. You will receive a pop-up telling you "Contractor has been sent an email notifying them. Don’t forget to assign this Contractor to project".

**LCPtracker system will automatically email the subcontractor their User ID and Temporary Password.**

**Step 2: Contractor Setup > Contractor Assignment**

The next step after you have setup your subcontractors in the system is to assign them to the project(s).

You can click on **Add New Assignment**, on the top or the bottom.

Select a department – **Optional**, some agencies do not use this selection. You may choose the 'Unassigned Contractors' to make the list shorter to view.

Select a project – You need to choose the Project that you are assigning your Subcontractor to.

Contractor to be assigned – Choose the Subcontractor you need to assign to Project as your Subcontractor. This is usually the Subcontractor you just set up in the system. Some however are
already in the system under this Agency and you just need to assign them to the Project as your Subcontractor. (See next screen shot).

**Start Date** – Required by some Agencies, typically the date that your Subcontractor is to/or has started working on the project.

**End Date** – *Optional field*, some agencies want this information.

**Contract ID** – *Optional field*, some agencies want this information. The Contract ID is the ID of the contract between you and the subcontractor. If you do not have a Contract ID or numbering system be sure to assign a unique ID to this contract.

**Responsibility Code** – *Optional field*, some agencies want this information.

**Contract Amount** – *Optional field*, some agencies want this information. This is the amount of the contract between you and your subcontractor.

**Notes** – *Optional field*, some agencies want this information or you may choose to add your own notes.

After you have made your choices from the drop down and entered any required information, be sure to **Save**. Once you’ve saved, your sub will be sent a second email informing them they’ve been assigned to a project.

You will now see a saved **contractor assignment** listed in the Contractor Assignment Screen. The Date Assigned is a system generated Date Stamp. This is the date that the Contractor was assigned to the project.

---

**MULTIPLE CONTRACTOR ASSIGNMENTS**

If you’re finding a subcontractor has an existing account:

---

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But you're not able to find them when assigning them to a project:

Chances are they already have an existing assignment to that project under a different general contractor. In this situation, you'll need to create a new account for them under subcontractor setup, being sure to use a slightly different company name and user ID:

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Then you'll be able to assign the new account as a sub to you:

[Image of a form with dropdown menus and checkboxes]

End Date  Contact ID  Responsibility Code

[Selected options: AEB Company, D-Gable Inc, EJLB-Benet]
Fringe benefits explanation from the DOL (Department of Labor) website -
http://www.dol.gov/whd/foremployers.htm

FRINGE BENEFITS ARE:

Contributions irrevocably made to a trustee or third party pursuant to a bona fide fringe benefit fund plan or program. The rate of costs incurred in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible plan or program, which was communicated to the employees in writing.

Examples:

- Life insurance
- Health insurance
- Pension
- Vacation
- Holidays
- Sick leave
- Other "bona fide" fringe benefits

However, payments required by federal, state or local law are not fringe benefit contributions. Such payments required to fund Social Security, unemployment compensation and workers’ compensation programs, as required by law, do not count as fringe benefits.

Any question concerning what type of fringe benefits is "bona fide" should be referred to the Wage and Hour Division.

Here are two examples of how some Wage Rate Sheet/Wage Decision or State pages may look, please note that these are only examples, your state may look different.

Either of these examples the required Basic Hourly rate or Base pay is the highlighted Blue value. This would be the minimum hourly rate you would have to pay the employee for doing this trade. The other values would be considered Fringes, either to a bona fide fringe benefit plan, cash fringe, or combination of both.

<table>
<thead>
<tr>
<th>Example A: Plumber</th>
<th>Rates</th>
<th>Fringes</th>
<th>Example B:</th>
<th>Fringes added up together = 13.10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$13.10</td>
<td></td>
<td>Basic:</td>
<td>$7.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Health &amp;</td>
<td>$3.04</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Welfare</td>
<td>$1.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Pension</td>
<td>$3.64</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vacation/</td>
<td>$0.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Training</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Holiday</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Other</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>$43.37</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Hourly Rate</td>
<td></td>
</tr>
</tbody>
</table>

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Entering hourly fringe rates either in the Add/Edit Employee section - Default Hourly Paid Fringes (As paid to Fund on behalf of employee) or using the Fringe Benefit Maintenance table.

**SET UP > ADD/EDIT EMPLOYEE**

Example A:

- Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

<table>
<thead>
<tr>
<th>Vac / Hol / Dues</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>All Other</th>
<th>Training</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>13.10</td>
<td></td>
</tr>
</tbody>
</table>

Example B:

- Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

<table>
<thead>
<tr>
<th>Vac / Hol / Dues</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>All Other</th>
<th>Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.05</td>
<td>7.55</td>
<td>3.04</td>
<td>0.82</td>
<td>0.64</td>
</tr>
</tbody>
</table>

**SET UP > FRINGE BENEFITS MAINTENANCE**

Example A:

<table>
<thead>
<tr>
<th>Vac / Hol / Dues</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Training</th>
<th>All Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>13.10</td>
</tr>
</tbody>
</table>

Example B:

<table>
<thead>
<tr>
<th>Vac / Hol / Dues</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>Training</th>
<th>All Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.05</td>
<td>7.55</td>
<td>3.04</td>
<td>0.64</td>
<td>0.82</td>
</tr>
</tbody>
</table>
PAYROLL RECORD ENTRY SCREEN

Example A - Shows as a company that has a bona fide fringe benefit package. The employee receives $30.27/hour for base pay. The remainder of dollar values the company pays/sends to a bona fide fringe benefit plan. All values count towards the Total Hourly Rate or Total Package requirement.

<table>
<thead>
<tr>
<th>Gross Employee Pay This Project (Usually No Fringes)</th>
<th>Wages Paid in Less of Fringe (Total Cash Fringe)</th>
<th>Gross Pay All Projects (Sum of all checks entered or deductions)</th>
<th>These fields are Hourly rate fields (Usually No Fringes)</th>
<th>Rate in Less of Fringe (Cash Fringe)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1158.260</td>
<td>0.00</td>
<td>1793.640</td>
<td>Base Hourly</td>
<td>0.000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Overtime Hourly</td>
<td>0.000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Doubletime Hourly</td>
<td>0.000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30.27</td>
<td>0.000</td>
</tr>
</tbody>
</table>

- Hours Worked Each Day for This Project Only

<table>
<thead>
<tr>
<th></th>
<th>Sunday 1/24/2016</th>
<th>Monday 1/25/2016</th>
<th>Tuesday 1/26/2016</th>
<th>Wednesday 1/27/2016</th>
<th>Thursday 1/28/2016</th>
<th>Friday 1/29/2016</th>
<th>Saturday 1/30/2016</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Time</td>
<td>0.00</td>
<td>8.00</td>
<td>7.00</td>
<td>7.00</td>
<td>8.00</td>
<td>8.00</td>
<td>0.00</td>
<td>38.00</td>
</tr>
<tr>
<td>Overtime at 1.5</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Double-Time</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total</td>
<td>0.00</td>
<td>8.00</td>
<td>7.00</td>
<td>7.00</td>
<td>8.00</td>
<td>8.00</td>
<td>0.00</td>
<td>38.00</td>
</tr>
</tbody>
</table>

- Fringe Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked)

<table>
<thead>
<tr>
<th>Year/High Due</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>All Other</th>
<th>Training</th>
<th>Voluntary Contributions for All Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.15</td>
<td>285.900</td>
<td>155.520</td>
<td>115.900</td>
<td>24.320</td>
<td>0.000</td>
</tr>
</tbody>
</table>

Example B - Shows the same value is going to a bona fide plan, it's just not broken down. It is suggested that you do break down if at all possible, most agencies wish to see the per bona fide fringe breakdown.

<table>
<thead>
<tr>
<th>Gross Employee Pay This Project (Usually No Fringes)</th>
<th>Wages Paid in Less of Fringe (Total Cash Fringe)</th>
<th>Gross Pay All Projects (Sum of all checks entered or deductions)</th>
<th>These fields are Hourly rate fields (Usually No Fringes)</th>
<th>Rate in Less of Fringe (Cash Fringe)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1158.260</td>
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<td>0.000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Overtime Hourly</td>
<td>0.000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Doubletime Hourly</td>
<td>0.000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30.27</td>
<td>0.000</td>
</tr>
</tbody>
</table>

- Hours Worked Each Day for This Project Only

<table>
<thead>
<tr>
<th></th>
<th>Sunday 1/24/2016</th>
<th>Monday 1/25/2016</th>
<th>Tuesday 1/26/2016</th>
<th>Wednesday 1/27/2016</th>
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<th>Friday 1/29/2016</th>
<th>Saturday 1/30/2016</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Time</td>
<td>0.00</td>
<td>8.00</td>
<td>7.00</td>
<td>7.00</td>
<td>8.00</td>
<td>8.00</td>
<td>0.00</td>
<td>38.00</td>
</tr>
<tr>
<td>Overtime at 1.5</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Double-Time</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total</td>
<td>0.00</td>
<td>8.00</td>
<td>7.00</td>
<td>7.00</td>
<td>8.00</td>
<td>8.00</td>
<td>0.00</td>
<td>38.00</td>
</tr>
</tbody>
</table>

- Fringe Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked)

<table>
<thead>
<tr>
<th>Year/High Due</th>
<th>Health &amp; Welfare</th>
<th>Pension</th>
<th>All Other</th>
<th>Training</th>
<th>Voluntary Contributions for All Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.15</td>
<td>285.900</td>
<td>155.520</td>
<td>115.900</td>
<td>24.320</td>
<td>0.000</td>
</tr>
</tbody>
</table>

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Example C – Shows a combination of both a bona fide fringe benefit plan as well as paying a cash fringe in order to meet the Total Hourly Rate / Total Package requirement.

<table>
<thead>
<tr>
<th>Gross Employee Pay This Project (Usually No Fringes)</th>
<th>Wages Paid in Lieu of Fringes (Total Cash Fringes)</th>
<th>Gross Pay All Projects (Sum of all checks entered on deductions)</th>
<th>These fields are Hourly rate fields (Usually No Fringes)</th>
<th>Rate as Lieu of Fringes (Cash Fringes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1126.700</td>
<td>106.380</td>
<td>1233.080</td>
<td>30.27</td>
<td>4.010</td>
</tr>
</tbody>
</table>

**Hours Worked Each Day for This Project Only**

- **Regular Time**
  - Sunday: 0.00
  - Monday: 8.00
  - Tuesday: 7.00
  - Wednesday: 7.00
  - Thursday: 8.00
  - Friday: 8.00
  - Saturday: 0.00
  - Total: 30.27
- **Overtime at 1.5**
  -Sunday: 0.00
  - Monday: 0.00
  - Tuesday: 0.00
  - Wednesday: 0.00
  - Thursday: 0.00
  - Friday: 0.00
  - Saturday: 0.00
  - Total: 0.00
- **Double-Time**
  - Sunday: 0.00
  - Monday: 0.00
  - Tuesday: 0.00
  - Wednesday: 0.00
  - Thursday: 0.00
  - Friday: 0.00
  - Saturday: 0.00
  - Total: 0.00

**Voluntary Contributions**

- $7.55
- $5.06
- $0.64

**Fringes / Contributions paid to others (not employee) for This Project Only**

- Voluntary Contributions for all Projects
  - Pension: 0.00
  - Medical: 0.00

- Health & Well: 230.300
- All Other: 0.00
- Miscellaneous: 0.00

**Example D** - Does not have a bona fide fringe benefit plan and so the entire fringe is going to the employee in cash fringe / rate in lieu of fringe.

<table>
<thead>
<tr>
<th>Gross Employee Pay This Project (Usually No Fringes)</th>
<th>Wages Paid in Lieu of Fringes (Total Cash Fringes)</th>
<th>Gross Pay All Projects (Sum of all checks entered on deductions)</th>
<th>These fields are Hourly rate fields (Usually No Fringes)</th>
<th>Rate as Lieu of Fringes (Cash Fringes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1126.700</td>
<td>106.380</td>
<td>1233.080</td>
<td>30.27</td>
<td>4.010</td>
</tr>
</tbody>
</table>

**Hours Worked Each Day for This Project Only**

- **Regular Time**
  - Sunday: 0.00
  - Monday: 8.00
  - Tuesday: 7.00
  - Wednesday: 7.00
  - Thursday: 8.00
  - Friday: 8.00
  - Saturday: 0.00
  - Total: 30.27
- **Overtime at 1.5**
  - Sunday: 0.00
  - Monday: 0.00
  - Tuesday: 0.00
  - Wednesday: 0.00
  - Thursday: 0.00
  - Friday: 0.00
  - Saturday: 0.00
  - Total: 0.00
- **Double-Time**
  - Sunday: 0.00
  - Monday: 0.00
  - Tuesday: 0.00
  - Wednesday: 0.00
  - Thursday: 0.00
  - Friday: 0.00
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  - Total: 0.00

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- $7.55
- $5.06
- $0.64

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  - Pension: 0.00
  - Medical: 0.00

- Health & Well: 230.300
- All Other: 0.00
- Miscellaneous: 0.00

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VACATION/HOLIDAY/DUES OPTIONS

The following is a more detailed explanation of the entering of Vacation and Holiday pay.

**Case 1** Vacation and Holiday is paid to the employee as additional wages. Enter the paycheck gross amount as part of the Gross Employee Pay This Project. Enter $0.00 in the fringe benefit area and check the Vac/Hol/Dues in Gross Emp. Pay box.

This would be what you consider the employee Hourly Rate of Pay. You are paying it as part of the wages and would be factored as part of overtime/double-time factoring if hours worked. The hourly rates x the hours posted would equal the Gross Pay This Project field.

<table>
<thead>
<tr>
<th>Paycheck</th>
<th>Deductions</th>
<th>Payments and Notes (For All Projects Worked This Week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Paycheck</td>
<td>Multiple Paychecks</td>
<td></td>
</tr>
<tr>
<td>[Paycheck Details]</td>
<td>[Deductions]</td>
<td>[Payments and Notes]</td>
</tr>
</tbody>
</table>

**Case 2** Vacation and Holiday is included in the paycheck to calculate taxes but is paid to another fund (union) and thus deducted from the paycheck. Enter the paycheck gross amount as part of the Gross Employee Pay This Project. Enter the $Value in the fringe benefit area and check the box that says Vac/Hol/Dues Included in Gross Emp. Pay. In this scenario you would also show the deduction in the Deductions, Payments and Notes (taxes) section under the Vac/Dues field.

<table>
<thead>
<tr>
<th>Paycheck</th>
<th>Deductions</th>
<th>Payments and Notes (For All Projects Worked This Week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Paycheck</td>
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<tr>
<td>[Paycheck Details]</td>
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</table>

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**Case 3** Vacation and Holiday is not included in the paycheck. The Vacation and Holiday is only paid to a fund and taxes are assessed when paid. Enter the amount of the Vac/Hol in the field. Check the Vac/Hol/Dues Included in Gross Emp. Pay box. It would only be part of the Gross Pay This Project if the employee takes and is being paid for. So you are showing the Fringe value, however it is not sent to any fund (union) or assessed taxes until it is taken.

| Fringes / Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked) |
|---|---|---|---|---|---|---|
| Vac/Hol/Dues | Social Security | Medicare | Other | Fringe Benefits | Vac/Hol/Dues | Pay |
| 109.00 | 95.00 | 0.00 | 20.00 | 100.00 | 109.00 | 95.00 |

| Paycheck - Deductions, Payments and Notes (For All Projects Worked This Week) |
|---|---|---|---|---|---|
| Single Paycheck | MultiPaychecks |
| Deductions |
| Payroll Tax | Social Security | Medicare | Other | Fringe Benefits |
| 50.00 | 22.00 | 22.00 | 22.00 | 22.00 |

| Case 4** Vacation and Holiday is accrued and taxes are assessed when paid. Enter the amount of the Vac/Hol Dues in the field. This approach may not be accepted by some agencies. |
|---|---|---|---|---|---|---|
| Fringes / Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked) |
|---|---|---|---|---|---|---|
| Vac/Hol/Dues | Social Security | Medicare | Other | Fringe Benefits | Vac/Hol/Dues | Pay |
| 409.00 | 250.60 | 0.00 | 0.00 | 0.00 | 409.00 | 250.60 |

| Paycheck - Deductions, Payments and Notes (For All Projects Worked This Week) |
|---|---|---|---|---|---|
| Single Paycheck | MultiPaychecks |
| Deductions |
| Payroll Tax | Social Security | Medicare | Other | Fringe Benefits |
| 50.00 | 22.00 | 22.00 | 22.00 | 22.00 |
ADDRESS VALIDATION

LCPTracker has designed a tool that will help ensure the accuracy of employee address data. Accurate employee data is vital to promote workforce development through establishing local hiring employment opportunities.

These changes will not have much of an impact on the work required to submit payroll information through LCPTracker. They will however have a significant positive impact on the quality of reporting generated.

You will now see a "Validate Address" button within the Add/Edit Employee section of your account. Depending on the agency you're reporting to, you may be required to validate the addresses entered on file.

From the Add/Edit Employee Screen you will see the Validate Address Button:

First Name * Jane

Last Name * Doe

Address 1 * 117 E. Chapman

Address 2

City Orange

State * CA - CALIFORNIA

Zip * 92867

When selected, the address entered will be compared to the US Postal Service database and a possible match may be suggested:

117 E Chapman Ave

Orange CA 92866-1401

Would you like to use this address?

Yes  No
If you select Yes, then the data will now appear in the address fields in the employee screen and Address Validated will show in green:

Be sure to click Save:

Delete  Cancel  Reset  Save

If the agency you are reporting to requires employee addresses to be validated, you may receive this message when attempting to Save an employee’s profile:

The address for this employee has not be validated. Please validate the address before saving. If you are having any issues, please contact support for assistance. You can choose to save this record, but will not be able to certify your payroll until address has been validated.

If you select No the employee profile will not be saved.

If the you select Yes the employee record will be saved, however a Payroll Notice will trigger that will prevent certification. Your Project Administrator will need to determine if the employee should be exempt from Address Validation.

| NOTICE | California | The employee’s address has not been verified. Go to Employee Setup, and verify the address of this employee. VAL_59 |
ADDRESS VALIDATION EXEMPTION

A situation could arise where an employee’s address is valid but it is not found within the USPS database. This could be due to several factors including employees who live in rural areas, or who’s homes are newly built and have not been established with the USPS database.

If you have determined that the address entered is valid, but the system does not validate and provide a possible match, you will need to contact your Project Administrator to request an exemption. Their contact information is available within the Projects tab > click Show Info next to the project name.

It is also suggested that you contact the USPS Address Management System. They will be able to determine if the address needs to be added to their database.

CONTACTING USPS

Go to https://ribbs.usps.gov/locators/find-ams.cfm to locate the Address Management System Office that serves the zip code for the address provided.

Here is an example:

These are the results returned (SAMPLE ONLY):

The Address Management System office that serves 92648 can be contacted at:

ADDRESS MANAGEMENT SYSTEMS
UNITED STATES POSTAL SERVICE
3101 W SUNFLOWER AVE
SANTA ANA CA 92799-9316

Phone : (714) 662-6330
Fax : (714) 327-6505

Contact the Phone Number provided and they will check to see if the address is valid. If they determine that it is a valid address they will need to update their database which can take 2-5 weeks depending on where they are in the release cycle.
APPENDIX A

CWTA REQUIREMENTS
EXHIBIT A

SUMMARY OF COMMUNITY WORKFORCE AND TRAINING AGREEMENT REQUIREMENTS

(Federally-Funded Projects)

Introduction

On August 21, 2018, the City of Sacramento approved a Community Workforce and Training Agreement (CWTA) with the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO (Trades Council), and the unions represented by the Trades Council, to support the City’s efforts to increase employment opportunities for workers who are local area residents, and to provide construction career training and employment opportunities for the City's at-risk youth, military veterans, women and other disadvantaged residents through local apprenticeship and pre-apprentice programs. A complete copy of the CWTA is attached hereto. This summary is provided for convenience only. All contractors must read and understand the full CWTA prior to submitting a bid.

Application

The CWTA applies to all City public works construction contracts for projects where either the engineer’s estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the contract exceeds One Million Dollars ($1,000,000). The CWTA applies to all “Covered Work” which is further defined in section 2.2 of the CWTA. Exclusions from Covered Work are further defined in section 2.3 of the CWTA.

Prior to award of this contract, the contractor must agree to be bound by each and every provision of the Agreement (except as noted below), and must execute the Agreement to be Bound in the form attached to the CWTA as Addendum A. In addition, any time the awarded contractor enters into a subcontract with any subcontractor for Covered Work, the contractor must provide a copy of the CWTA to the subcontractor and require the subcontractor to execute the Agreement to be Bound in the form attached to the CWTA as Addendum A.

Due to the state and/or federal funds applied to this project, Article IX of the CWTA detailing the local hire requirements are not applicable to this project.

Requirements

In addition to the requirement to execute the Agreement to be Bound in the form attached to the CWTA as Addendum A, Contractor and its employees must comply with the following requirements:

Utilize Union Hiring Halls. Pursuant to Article VIII of the CWTA, Contractor and its subcontractors performing construction work, in filing craft job requirements, must utilize and be bound by the registration facilities and referral systems established or authorized by the local unions that are signatories to the CWTA (except that Contractors shall have the right to select and hire directly all supervisors above general foreman, without going through the local union).
Pay Union Dues and Fees. All employees performing Covered Work (that is not otherwise excluded) must, as a condition of employment, pay the applicable periodic working dues and associated fees required or union membership to the applicable local union that is a signatory to the CWTA, as required in Article VII of the CWTA.

Hold Pre-Job and Periodic Meetings. Pursuant to Article V, Contractor must convene a pre-job conference with representatives of all involved contractors and the unions at least 21 days prior to the commencement of work. Contractor must also hold joint labor/management meetings between the City, the Project Manager, the contractor(s), and the unions periodically to promote harmonious labor relations and ensure adequate communications.

Helmets to Hardhats. Contractor must participate in the Helmets to Hardhats program, as outlined in Article X of the CWTA.

Comply with Master Agreement Terms on Wages, Hours, Benefits, and other Terms and Conditions of Employment. As set forth in Article XI, Contractor must pay applicable contributions to the established vacation, pension and other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds for each hour worked on the project in the amounts designated in the Master Agreements of the appropriate local unions. By signing the Agreement to be Bound, Contractor also adopts and agrees to be bound by the written terms of established Trust Agreements for these benefit funds.

The wages, hours, and other terms and conditions of employment on the project shall be governed by the applicable union’s Master Agreement, as required in Article XI of the CWTA.

Only Just Cause Dismissal and/or Discipline. All disputes involving discipline and/or the discharge of employees working on the project must be resolved through the grievance and arbitration provision contained in the applicable Master Agreement. As set forth in Article XIII of the CWTA, no employee working on the project shall be disciplined or dismissed without just cause.

Arbitrate Disputes. Any disputes relating to the interpretation or application of the CWTA, excluding work stoppages, strikes, and lockouts, must be resolved through the grievance arbitration procedures in Article XIV of the CWTA. At the time a grievance is submitted, the union may request that the City withhold and retain an amount from what is due and owing to the contractor against whom the grievance is filed. The amount shall be retained by the City until the grievance is withdrawn, settled, or otherwise resolved.

Any jurisdictional disputes on the project amongst the unions and/or the contractor shall be settled according to the plan established by the Building and Construction Trades Department. Its decisions shall be final, binding, and conclusive.

Drug-Free Workplace. Contractors agree to use the Substance Abuse Program contained in each applicable union’s Master Agreement, except as it may conflict with the City’s Drug-Free Workplace Policy. In the event of a conflict, the City’s policy shall control.
COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

INTRODUCTION/FINDINGS

The purpose of this Community Workforce and Training Agreement is to promote efficiency of construction operations in the construction of major projects set forth in the City of Sacramento’s Capital Improvement Plan and other public works projects that are subject to this Agreement, thereby promoting the public interest in assuring the timely and cost-effective completion of such projects, and supporting the efforts of the City to increase employment opportunities for workers who are local area residents, and to provide construction career training and employment opportunities for the City's at-risk youth, military veterans, women and other disadvantaged residents through local apprenticeship and pre-apprentice programs.

A. The City adopts a five-year Capital Improvement Plan that identifies the public projects necessary to maintain and improve the physical properties of the City, including construction or repair of City buildings and facilities, such as streets, roads, storm drains, traffic signals, parks, and community centers.

B. The City undertakes and anticipates undertaking projects identified in the Capital Improvement Plan and other City public works projects that involve significant construction costs in excess of the threshold set forth in this Agreement.

C. The City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves.

D. The City has determined that applying a uniform workforce agreement to the Capital Improvement Plan and other public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the City and its contractors.

E. Community workforce and training agreements and similar workforce agreements have been used successfully to achieve the goals and objectives set forth in this Agreement by other public agencies and private entities on major construction projects in the region, including on the Golden 1 Center project.

F. Large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by the Local Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement.

G. The use of skilled labor on construction work increases the safety of construction operations and the quality of completed work.
H. Major projects subject to this Agreement will require multiple contractors and bargaining units to be on the job site at the same time over an extended period of time, increasing the potential for work disruption in the absence of an overriding commitment to maintain continuity of work.

I. The interests of the general public and taxpayers, the City, the Contractor(s) and the Unions would be best served if the construction work proceeded in an orderly manner without disruption and delay.

J. The Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement.

K. This Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.

L. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the Sacramento City Code, the California State Public Contract Code and other applicable state, local and federal laws.

M. The City has the right and is legally obligated, subject to certain exceptions, to select the lowest responsive and responsible bidder for the award of construction contracts on the Project or to reject all bids.

N. The City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and also recognizes the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry.

O. The parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Capital Improvement Plan projects and other major City public works projects subject to this Agreement.
NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

**ARTICLE I
DEFINITIONS**

1.1 "Agreement" means this Community Workforce and Training Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) required to be executed by any Contractor(s) working on the Project as a precondition to performing Covered Work on the Project.

1.3 "City" means the City of Sacramento.

1.4 "Completion" means the point at which there is Final Acceptance by the City, which occurs when the City determines that the entire project is complete in accordance with the City's Standard Specifications. The date of completion of the entire Project shall be specified in any Notice of Completion filed pursuant to Civil Code Section 3093.

1.5 "Construction Contract" means all public works contracts approved by the City for a Project, including design-bid, design-build, lease-leaseback or other contracts under which Covered Work is performed.

1.6 "Contractor" or "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any successor or assigns of such persons or entities, that has entered into a contract with the City, or with any other person or entity contracting for work on the Project on behalf of the City (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the City, and any of its contractors or subcontractors of any tier.

1.7 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which shall be provided to the City.

1.8 "Project" means any City public works project where any bid solicitation for any Construction Contract related to the Project is issued on or after January 1, 2019, where either the engineer’s estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project exceeds One Million Dollars ($1,000,000). All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value of the Project.

1.9 "Project Manager" means the person or business entity designated by, or under

---

1 This Agreement will apply to the following City Construction Contracts, regardless of the date of bidding: Sacramento Convention Center, Community Center Theater, Natomas Aquatic Center, McKinley Vault, Third Street Sewer, and Fire Station 14. This Agreement will not apply to any remaining Construction Contracts, even if bid after January 1, 2019, that are part of the City's Accelerated Water Meter Program approved by the City Council prior to the execution of this Agreement (commonly referred to as "Meters Matter").
contract with the City to oversee all phases of construction on the Project.

1.10 “Trades Council” means the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO.

1.11 "Union" or "Unions" means the labor organizations that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions"). The Trades Council and the Unions are collectively referred to herein as the “Unions.”

ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties. This Agreement applies and is limited to all Contractor(s), performing Construction Contracts on the Project, the City, the Trades Council and the Local Unions that are signatory to this Agreement.

2.2 Applicability. This Agreement governs all Construction Contracts awarded on the City Projects subject to this Agreement. For purposes of this Agreement, a Construction Contract is considered completed as described in Section 1.4, except when the City’s authorized representative directs a Contractor to engage in repairs, warranty work, or modifications as required under the original Construction Contract with the City.

2.2.1 Covered Work. This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.2.2 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance or operational revisions to systems and/or subsystems for the Project that are part of the original Construction Contract, including when performed after Completion, unless it is performed by City employees.

2.2.3 This Agreement covers all on-site fabrication work over which the City, Contractor(s) or their subcontractors possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site fabrication work necessary for the Project that is traditionally
performed by any of the Unions and that is covered by a Master Agreement or local addenda to a National Agreement of the applicable Union(s) in effect as of the execution date of this Agreement.

2.2.4 The furnishing of supplies, equipment or materials that are stockpiled for later use are not covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand, or other fill or material that is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by law. Contractor(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by the Construction Contract.

2.2.5 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.3 Exclusions from Covered Work

2.3.1 The Agreement is limited to construction work on a Project and is not intended to and shall not affect or govern the award of construction contracts by the City which are not a part of a Project.

2.3.2 The Agreement does not apply to a Contractor(s)’ non-construction craft employees, including but not limited to executives, managerial employees, contract and/or construction managers, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative, management, office, professional, and clerical employees.

2.3.3 The Agreement does not apply to work by employees of the City.

2.3.4 The Agreement does not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.3.5 The Agreement does not apply to work performed by employees of an Original Equipment Manufacturer (“OEM”) or vendor on the OEM’s or vendor’s equipment if required by the warranty agreement between the OEM or vendor and the City in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the OEM’s or vendor’s usual and customary warranty agreement for such equipment.

2.3.6 The Agreement does not apply to specialized or technical work requiring specialized training, unique skills, and/or a level of specific technical experience that the Unions do not possess, including the use of specialty equipment and tools. Before any Contractor subcontracts any work subject to this exception, such Contractor shall give the
Trades Council at least three (3) days advance notice. Any specialized or technical work subject to this Section anticipated by the Project Manager or any Contractor shall be discussed at the Pre-Job Conference held pursuant to Article V. Any disputes regarding the application of this Section shall be resolved by the parties through the expedited arbitration process in Section 4.2 to determine whether any violation of this section has occurred.

2.3.7 The Agreement does not apply to laboratory work for specialty testing or inspections and all testing or inspections not covered by the Master Agreement of one of the signatory Unions.

2.3.8 The Agreement does not apply to any work performed on, near, or leading to the Project and undertaken by state, county, or other governmental bodies or their contractors, or public utilities or their contractors.

2.3.9 The Agreement does not apply to any work related to the creation or installation of any Art Work by an individual Artist as part of the City’s Art in Public Places requirement. For purposes of this Agreement, “Art Work” is a unique, one-of-a-kind decorative element to be incorporated into the building or site, the design, illustration, and detailing of which can only be fully completed in the field and can only be performed by the individual Artist. An “Artist” is an individual that is engaged by the City or the Primary Employer to create and install Art Work. The Artist shall perform all final adjustments, finishing touches, and final painting of any Art Work.

2.3.10 The Agreement does not apply to work on any housing or residential component of a Project that is otherwise covered by this Agreement.

2.4 Award and Enforcement of Construction Contracts. Notwithstanding any other provision of this Agreement, the City has the absolute right to select any qualified bidder for the award of Construction Contracts and to enforce all provisions of its Construction Contracts. The bidder need only be willing, ready and able to execute the Addendum A Agreement to be Bound and comply with this Agreement. This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the City agree to be bound by the terms and conditions of the Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s) agrees to be bound by each and every provision of the Agreement, and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement to such subcontractor, and shall require their subcontractor,
as a condition to accepting an award of a construction subcontract, to agree in writing to be
bound by each and every provision of this Agreement prior to the commencement of work by
executing the Agreement to be bound in the form attached hereto as Addendum A.

3.4 This Agreement is only binding on the signatories and their successors and
assigns, and does not apply to the parents, affiliates, subsidiaries, or other ventures of any such
party. Each Contractor and subcontractor is alone liable and responsible for its own individual
acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise
provided by law or the applicable Schedule A. Any dispute between the Union(s) and the
Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the
rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)
party to this Agreement. Any liability by a signatory Union to this Agreement shall be several
and not joint. Any alleged breach of this Agreement by a signatory Union does not affect the
rights, liabilities, obligations and duties between the signatory Contractor(s) and the other
Union(s) party to this Agreement.

3.5 The provisions of this Agreement, including the Master Agreements of the
Local Unions having jurisdiction over the work on the Project, incorporated herein by
reference, shall apply to the work covered by this Agreement, notwithstanding the provisions
of any other local, area and/or national agreements which may conflict with or differ from the
terms of this Agreement. Where a subject covered by the provisions of this Agreement is also
covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a
subject is covered by the provisions of a Master Agreement and is not covered by this
Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV
WORK SToppages, STRIkES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, City and Contractor(s) covered by the Agreement agree that for the
duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing,
handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any
kind, for any reason, by the Unions or employees employed on the Project, at the job site of the
Project or at any other facility of the City because of a dispute on the Project. Disputes arising
between the Unions and Contractor(s) on other City projects are not governed by the terms of
the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor of workers
employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor completes the
performance of work under the Construction Contract and the Union or Contractor gives notice
of demands for a new or modified Master Agreement, the Union agrees that it will not strike on
work covered under this Agreement and the Union and the Contractor agree that the expired
Master Agreement shall continue in full force and effect for work covered under this Agreement
until a new or modified Master Agreement is reached.
4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s) or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Trades Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of the Trades Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration. Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Barry Winograd, as the permanent arbitrator, or John Kagel, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Section 14.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the City and the party alleged to be in violation, and to the Trades Council and involved Local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend such hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award.
The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator’s award as issued under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party’s right to participate in a hearing for a final order or enforcement. The Court’s order or orders enforcing the arbitrator’s award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings and the party alleged to be in breach of its obligation under this Article.

ARTICLE V
JOINT LABOR/MANAGEMENT MEETINGS AND PRE-JOB CONFERENCES

5.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, joint Labor/Management meetings between the City, the Project Manager, the Contractor(s) and the Unions shall be held on a periodic basis to be determined by the parties. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These meetings will include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project.

5.2 Pre-Job Conferences. The Project Manager shall convene and conduct a Pre-Job Conference with representatives of all involved Contractor(s) and the Unions at least twenty-one (21) calendar days prior to the commencement of any Covered Work on the Project and prior to the commencement of any Covered Work on each subsequently awarded Construction Contract or phase of the Project. The conference shall be attended by a representative of each participating Contractor and each affected Union. The Trades Council and City may attend at their discretion. The Project Manager and the Contractor(s) shall be prepared to discuss in detail: (i) the scope of work for each Contractor; (ii) craft assignments; (iii) estimated number of craft workers required to perform the work; (iv) transportation arrangements; (v) estimated start and completion dates of the work; and (vi) planned use of pre-fabricated materials. The meeting shall be held at a location mutually agreeable to the parties.
ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION SECURITY

7.1 The Contractor(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) day of consecutive or cumulative employment on the Project, be responsible for the payment of the applicable periodic working dues and any associated fees uniformly required for union membership in the Local Union that is signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union.

7.3 Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Union(s) must comply with the required check-in procedure prior to visiting the work area.

ARTICLE VIII
REFERRAL

8.1 Contractor(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s) in accordance with this Article VIII.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s) consistent with Section 2.3.2 of this Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.
ARTICLE IX
LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT

9.1 Local Hire. It is in the interest of the parties to this Agreement to facilitate employment of City of Sacramento and Sacramento County residents and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy. The “Local Area” is defined as the City of Sacramento, Sacramento County, and the additional nine counties in section 9.1.3 below. It is the objective of the parties that not less than fifty percent (50%) of the combined journey-level and apprentice hours worked on the Project, on a craft by craft basis, be worked by residents of the Local Area. The Unions agree that residents of the Local Area shall be first referred for Project Work, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:

9.1.1 Priority 1: Residents of the City of Sacramento.

9.1.2 Priority 2: Residents of Sacramento County outside of the City of Sacramento.

9.1.3 Priority 3: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra and San Joaquin.

9.2 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the requirements of the contractor and to meet the Local Area resident hiring objectives of this Agreement, and will provide, at the time of referral, information to the City and its representatives regarding the zip code where each skilled craft persons and apprentices referred for Project Work resides. The Local Area residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled and such referrals shall be in accordance with law and consistent with the Local Union’s hiring hall rules and procedures.

9.3 The parties also recognize and support the City’s commitment to provide opportunities for participation of City of Sacramento businesses on Projects covered by this Agreement. In furtherance of this commitment and the local hire objectives of this Agreement, the parties agree that such City of Sacramento contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of such Contractor’s “core” employees who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

(1) possess any license required by state or federal law for the Project work to be performed;

(2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
(3) were on the Contractor’s active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;

(4) have the ability to perform safely the basic functions of the applicable trade; and

(5) are City of Sacramento residents.

For purposes of this Section 9.3, a City of Sacramento contractor or subcontractor is any construction contractor that maintains its principal place of business in the City of Sacramento. A City of Sacramento resident is any individual who six (6) months prior to the award of the Construction Contract to the Contractor can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the municipal boundaries of the City of Sacramento.

9.4 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor’s “core” employees as a journeyman and shall repeat the process, one and one, until such Contractor’s crew requirements are met or until such Contractor has hired four (4) “core” employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor’s work, the ratio shall be maintained and when the Contractor’s workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

9.5 The work hours performed by any out-of-state residents shall not be included in the total work hours on the Project in calculating the percentage of total work hours worked by Local Area residents.

9.6 Apprenticeship and Workforce Development.

9.6.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s) shall employ apprentices of a California State- approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination. Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

9.6.2 It is an objective of the parties that not less than twenty percent (20%) of all apprentice hours worked on the Project, on a craft by craft basis, shall be worked by “Priority Apprentices.” Priority Apprentices shall reside in one of the economically disadvantaged zip codes listed in section 9.6.2.1 and meet one additional Priority Apprentice criteria in section 9.6.2.2 below. Contractors shall reach this goal through utilization of the normal hiring hall procedures. The Unions are committed to working with the Contractors to achieve these goals. All apprentices referred to Contractors under this Agreement shall be enrolled in State of California approved Joint Apprentice Training Programs.
9.6.2.1 To qualify as a Priority Apprentice, an apprentice must reside in one of the following economically disadvantaged zip codes: 95652, 95660, 95811, 95814, 95815, 95817, 95820, 95823, 95824, 95832, 95838.

9.6.2.2 In addition to residing in one of the economically disadvantaged zip codes, to qualify as a Priority Apprentice, an apprentice must satisfy one of the eligibility criteria maintained and enforced by the Sacramento Employment and Training Agency ("SETA"), including criteria for: veterans; prior offenders; public assistance recipients; foster youth; homeless; unemployed individuals; women interested in joining the trades; and/or other criteria as may be agreed to by the City and the Trades Council. Determination of an individual's satisfaction of the Priority Apprentice criteria shall be made in a manner consistent with historic eligibility determination policies and practices. The individual must also meet eligibility criteria and application requirements for applicable Union apprenticeship programs.

9.6.2.3 In the event that an insufficient number of apprentices have been identified to meet the Priority Apprentice work hour objectives of this Agreement from the economically disadvantaged zip code specified in Section 9.6.2.1 after a good faith effort to identify eligible residents, the Priority Apprentice goals may be satisfied by identifying apprentices that satisfy one of the SETA criteria described in Section 9.6.2.2 and who also are residents of the Local Area in the order of priority set forth in Section 9.1.

9.6.3 The Trades Council and Unions will determine the admission and training of Priority Apprentices placed into applicable apprenticeship programs. Upon request from a Contractor, the Unions shall timely dispatch available apprentices who satisfy specified Priority Apprentice criteria, the requirements of a specific job and such other applicable bona fide qualifications.

9.7 The Contractor and Unions shall make good faith efforts to reach the local hire, and Priority Apprentice goals set forth in Section 9 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprenticeship programs. The Unions are committed to working with the Contractor(s) and community-based organizations to achieve these goals. At least annually, the Unions and the City will conduct a Community Career Fair to provide at-risk youth, veterans, and others an opportunity to learn about each craft and the process for entering their apprenticeship programs.

9.7.1 To assess compliance with the local hire and Priority Apprentice goals of the CWTA, Contractor shall provide monthly workforce reports at the regular Joint Labor/Management meetings required by the CWTA. The workforce reports shall include information regarding the number of: (i) journey-level workers that are Local Area Residents; (ii) Apprentices that are Local Area Residents and satisfy the other Priority Apprentice criteria, including a breakdown of apprentices that reside within the targeted zip codes. The Contractor(s) and the Unions agree to furnish all information required to prepare these reports.
9.7.2 In the event that the workforce reports indicate that the local hire and apprenticeship goals of the CWTA are not being met, the Project Manager or his or her designee shall explore with the Contractors and subcontractors and the Unions additional actions and measures that may be taken to ensure compliance with such goals.

9.7.3 The Contractor(s) will describe the requirements, performance and enforcement mechanisms of this CWTA including this Apprenticeship Program in each subcontract. Any Contractor or subcontractor who fails to employ without just cause Apprentice(s) dispatched by an Apprenticeship Program thereby jeopardizing its opportunity to achieve the apprenticeship goals described above shall, upon receipt of written notice from the Project Manager or his or her designee, be given thirty (30) days to promptly employ such number of dispatched Apprentices as may be required to meet the stated apprentice goals available under that certain Subcontractor’s subcontract. In the event of a second written notice of failure to employ without just cause dispatched Apprentices from the Unions to a Contractor or subcontractor, the Project Manager or his or her designee shall take such actions as it deems appropriate to the circumstances and necessary to achieve the purposes of the CWTA, bid documents, and the subcontractor’s subcontract.

9.8 Student Internship Opportunities. All Contractors awarded Construction Contracts to perform Covered Work on the Project shall make a good faith effort to provide paid internship opportunities to eligible students. Such opportunities may include engineering, design, and/or construction management work associated with the implementation and administration of the Project.

9.9 Good Faith Efforts. A Contractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprentice, and Student Internship goals of this Agreement. The Contractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

9.9.1 Within seven (7) calendar days after Notice to Proceed, the Contractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprentice and Student Internship goals.

9.9.2 The Contractor or subcontractor shall notify the Project Manager by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area residents and/or Priority Apprentices to the Project. It shall be the responsibility of the Contractor to retain all evidence of such good faith efforts.

9.10 Enforcement, Compliance and Reporting.

9.10.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports, described in section 9.7.1 above, documenting the Contractor’s compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Local Area residents, Priority Apprentice, and Student Internship work hour utilization on the Project; and 2) documentation showing any requests made to the Union dispatchers for Local Area residents and Priority Apprentices and the Union’s response to the request.
9.10.2 The City staff shall monitor the operation of the Local Hire, Priority Apprentice and Student Internship programs and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor has not complied with the goals or demonstrated good faith efforts to do so, the City and the Contractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

ARTICLE X
HELMETS TO HARDHATS

10.1 The Contractor(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractor(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI
WAGES AND BENEFITS

11.1 All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

11.2 By signing this Agreement, the Contractor(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in Section 11.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for a Trust Fund(s) when required by such Trust Fund(s).
11.3 **Wages, Hours, Terms and Conditions of Employment.** The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts to the extent such Master Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

11.4 During the period of construction on this Project, the Contractor(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

11.5 **Holidays.** Holidays shall be in compliance with the applicable Schedule A agreement.

**ARTICLE XII**

**COMPLIANCE**

12.1 It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article XI. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City shall monitor and enforce the Contractor(s)' compliance with this Agreement and with the prevailing wage requirements of the State to the extent required by law.

**ARTICLE XIII**

**EMPLOYEE GRIEVANCE PROCEDURE**

13.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

**ARTICLE XIV**

**GENERAL GRIEVANCE PROCEDURE**

14.1 **Project Labor Disputes.** All disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor and a signatory Union are parties shall be resolved pursuant to the resolution procedures of that Master Agreement. All disputes relating to the interpretation or application of this Agreement, excluding work stoppages, strikes, sympathy strikes, and lockouts subject to Article IV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article XIV.
14.2 No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: If the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Trades Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, within five (5) business days thereafter, either party may request the dispute be submitted to an Arbitrator for final and binding arbitration. The request for arbitration must be in writing with a copy to Project Manager. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. The Project Manager shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 14.2 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.
In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

14.3 Retention. At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed sufficient to cover the damages alleged in the grievance should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

**ARTICLE XV
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

15.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s) subject to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Contractor(s) subject to this Agreement.

15.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Contractor will conduct a pre-job conference with the Unions in accordance with Section 5.2 of this Agreement.

**ARTICLE XVI
MANAGEMENT RIGHTS**

16.1 The City and Contractor(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.2.3 and by the lawful manning provisions in the
applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

**ARTICLE XVII**  
**DRUG & ALCOHOL TESTING**

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 The parties agree to recognize and use the Substance Abuse Program contained in each applicable Local Union's Master Agreement, except as it may conflict with the City's Drug-Free Workplace Policy. In the event of a conflict, the City's policy shall prevail.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor(s), the Unions will no longer be bound by the provisions of Article IV.

18.3 The parties agree that should any Project subject to this Agreement receive a non-de minimis allocation of federal funding for construction of the Project, and such federal funding allocation, whether or not allocated through the state, includes a condition to receipt of the federal funds that prohibits the City from applying any local hiring preference in any contracts for construction of the Project, or that prohibits application of any other provision or provisions of this Agreement, the local resident hiring provisions contained in Article IX, or any other provision or provisions of this Agreement prohibited by such condition to receipt of federal funds for Project construction, shall not be applied to the Project, but all other terms and conditions of this Agreement shall remain in full force and effect.

**ARTICLE XIX**  
**AMENDMENT/COUNTERPARTS/AUTHORITY**

19.1 Any substantive modification of any provision or addendum to this Agreement must be reduced to writing and signed by the City, Trades Council and Unions to be effective.
19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

**ARTICLE XX**

**TERM**

20.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date it becomes effective. Every six to twelve months, the City and the Trades Council agree to meet and confer regarding the experience with Projects covered by the Agreement, and to determine whether any changes in the administration or implementation of the Agreement would be beneficial or would improve operation of the Agreement. Prior to the expiration of this Agreement, the parties may agree to extend the term of this Agreement or enter into a new agreement incorporating any substantive changes based on the status of and experience with Projects covered by the Agreement.

**CITY OF SACRAMENTO**

Assistant City Manager Francesca Lee Halbaken for City Manager Howard Chan

Approved as to form:

City Attorney

Attested to by:

City Clerk

Date: 6/19/2018

Date: 6/19/2018

Date: 11/5/2018
SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO COUNCIL

Name:

Executive Director

Title:

Date: 11/09/2018
UNIONS
Asbestos Workers Local #16
Bricklayers Local #3
Boilermakers Local #549
Cement Masons Local #400
Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions
District Council #16 International Union of Painters & Allied Trades
Elevator Constructors Local #8
International Brotherhood of Electricians Local #340
Sprinkler Fitters Local #669
Asbestos, Lead and Mold Laborers Local #57
Iron Workers Local #118
Laborers Local #185
Operating Engineers Local #3
Plasterers & Cement Masons Local #300
UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355
Plumbers & Pipefitters Local #447
Roofers Local #81
Sheet Metal Workers Local #104
Teamsters Local #150
Addendum A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Sacramento Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto.

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article XI of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: ____________________________

Name of Contractor

________________________________
(Name of Contractor Representative)

________________________________
(Authorized Officer & Title)

CSLB # or Motor Carrier Permit