File ID: 2024-01068

Agreement: Ninos Parkway Phase 2 (K15202000): Budgetary Adjustments, Approval of Plans and Specifications and Contract Award [Published for 10-Day Review 06/14/2024]

File ID: 2024-01068

Location: District 3, Represented by Mayor Pro Tem Talamantes

Recommendation: Pass a Resolution: 1) approving the Plans and Specifications for the Ninos Parkway Phase 2 project (K15202000); 2) authorizing the City Manager or the City Manager’s designee to transfer $2,500,000 from South Natomas Facility Benefit (Fund 2021) available fund balance to the expenditure budget of the Ninos Parkway Phase 2 project (K15202000); 3) authorizing the City Manager or the City Manager’s designee to transfer $150,000 from Transportation Development Impact Fee (Fund 3215) available fund balance to the expenditure budget of the Ninos Parkway Phase 2 project (K15202000); 4) awarding the construction contract for the Ninos Parkway Phase 2 project (K15202000) to Martin Brothers Construction for an amount not to exceed $2,091,000; and 5) authorizing the City Manager or the City Manager’s designee to execute the construction contract for the Ninos Parkway Phase 2 project (K15202000) to Martin Brothers Construction.

Contact: Avtar Banwait, Assistant Civil Engineer, (916) 808-6805, abanwait@cityofsacramento.org; Judy Matsui-Drury, Supervising Engineer, (916) 808-7610, jmatsui-drury@cityofsacramento.org; Ofelia Avalos, Engineering Services Manager, (916) 808-5054, oavalos@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-Resolution
3-Project Plans
4-Contract: Martin Brothers Construction

Description/Analysis
Issue Detail: In 2004, the City of Sacramento approved the Ninos Parkway Master Plan which envisioned a Class 1 multi-use trail along Ninos Parkway from Northfield Drive to Rio Norte Way, approximately ½ mile. Subsequent projects completed the trail from Northfield Drive to San Juan
Road. The Ninos Parkway Phase 2 Project will complete the trail network with an at-grade crossing of San Juan Road and an extension of the multi-use trail to Rio Norte Way. The project is being coordinated with the Fong Ranch development immediately to the north of Rio Norte Way. As a condition of that development, a new bridge will be constructed over the exiting drainage canal at the northern end of Ninos Parkway. This project will connect to this bridge and provide future Fong Ranch residents access to the completed Ninos Parkway multi-use trail, Hazel Strauch Elementary School, and Rio Tierra Junior High School.

**Policy Considerations:** The project is consistent with the Sacramento 2040 General Plan goals and key policies of promoting safety and enhancing livability, sustainability, and economic vitality as follows: The project promotes the development of an interconnected City (GP LUP-2.2), healthy transportation system options (GP M-1.3), increase bicycling and walking (GP M-1.11), improve walking connectivity (GP M-1.15), improve bicycling connectivity (GP M-1.17). The project is consistent with the Mobility Element to create a well-connected transportation network through integration of recreation and community facilities with other public spaces. The project is a near-term goal for the bikeway implementation plan.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on June 14, 2024, in compliance with the City Code.

**Economic Impacts:** This new infrastructure is expected to create 8.36 total jobs (4.81 direct jobs and 3.55 jobs through indirect and induced actives) and create $1,291,057 in total economic output ($813,763 of direct output and another $477,294 of output through indirect and induced activities).

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

**Environmental Considerations:**

**California Environmental Quality Act (CEQA/NEPA):** The project has been reviewed for compliance with the requirements of the California Environmental Quality Act (CEQA) and has been determined by staff to be consistent with the scope of the Ninos Parkway Bike Trail Mitigated Negative Declaration (MND) and the Parkebridge Project (P04-212) Environmental Impact Report (EIR). The Ninos Parkway Bike Trail MND and mitigation reporting plan were
approved by the City Council on April 8, 2004 (Resolution No. 2004-260). The Parkebridge Residential Subdivision EIR was certified by the City Council on March 14, 2006 (Resolution No. 2006-192). The segment starting at San Juan Road, between Zenobia Way and Rio Tierra Avenue and extending north to the San Juan Ditch is the portion of the project included in the Ninos Parkway Bike Trail MND. The bridge extending north over the San Juan Ditch to Citrusparke Avenue/Parkechannel Way was included in the Parkebridge EIR.

Environmental Planning staff has reviewed the above environmental documentation and determined that the review and approvals are valid, with the exception that an addendum to the EIR was required to change the trail’s ditch crossing structure from the EIR noted ‘bridge’ (free-span) to the proposed box culvert (in channel).

An Addendum to the Parkebridge Residential Subdivision EIR was approved on March 27, 2023 and a Notice of Determination was filed with the Sacramento County Clerk and California Office of Planning and Research, State Clearinghouse in compliance with CEQA. The subject action is covered by the analysis and documentation described above. None of the circumstances described in CEQA Guidelines Section 15162 are present and no further environmental review is required.

**Sustainability:** The project advances active modes of transportation by designing a Class I multi-use trail that provides improved accessibility to a wide range of users. A vibrant, multi-modal transportation system reduces vehicle miles traveled, helping the City to achieve reductions of greenhouse gas emissions. Transportation accounts for 57% of community-wide greenhouse gas emissions, the largest single sector in the community. This project implements strategies in the City’s Climate Action Plan to reduce vehicle trips and greenhouse gas emissions.

**Commission/Committee Action:** The project was presented to the Active Transportation Commission April 21, 2022. The project was presented to the Disabilities Advisory Commission on January 24, 2024. No additional recommendations were made.

**Rationale for Recommendation:** The Ninos Parkway Phase 2 Project will complete the trail network with the construction and extension of a new Class I multi-use trail from San Juan Road to the Fong Ranch subdivision. The project will allow Fong Ranch residents access to the Ninos Parkway multi-use trail, Hazel Strauch Elementary School, and Rio Tierra Junior High School and promote healthy transportation options with improved walking and bicycling connectivity.
The project was advertised for construction, and a total of four bids were received on April 17, 2024. The results of the bids are summarized below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
<th>LBE Requirement (5% Goal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Brothers Construction</td>
<td>$2,091,000.00</td>
<td>63.9%</td>
</tr>
<tr>
<td>George Reed, Inc.</td>
<td>$2,097,411.00</td>
<td>47.4%</td>
</tr>
<tr>
<td>McGuire &amp; Hester</td>
<td>$2,235,581.00</td>
<td>66.2%</td>
</tr>
<tr>
<td>Ground Control Inc.</td>
<td>$2,297,253.00</td>
<td>3.9%</td>
</tr>
</tbody>
</table>

The engineer’s estimate was $2,283,000.

The three lowest bidders were evaluated and all met the required bid conditions. Staff recommends that the construction contract be awarded to the lowest responsive and responsible bidder, Martin Brothers Construction.

Construction is anticipated to begin July 2024 and be completed November 2024.

**Financial Considerations:** The total estimated cost of the Ninos Parkway Phase 2 Project (K15202000) including completing the design, environmental mitigation, construction, construction support and construction management is approximately $3.2 million. With the transfer of $2,500,000 from South Natomas Facility Benefit (Fund 2021) and $150,000 from Transportation Development Impact Fee (Fund 3215) available fund balances to the expenditure budget of the Ninos Parkway Phase 2 Project (K15202000) there will be sufficient funding to award the construction contract to Martin Brothers Construction for an amount not to exceed $2,091,000 and cover remaining construction management and all other project related costs.

There is no General Fund planned or allocated for this project.

**Local Business Enterprise (LBE):** The contractor, Martin Brothers Construction, is an LBE and has pledged 63.9%. The contract award will comply with the LBE participation requirement goal of 5%.
RESOLUTION NO. 2024-XXXX

Adopted by the Sacramento City Council

June 25, 2024

Ninos Parkway Phase 2 (K15202000): Budgetary Adjustments, Approval of Plans and Specifications and Contract Award [Published for 10-Day Review ##-##-2024]

BACKGROUND

A. In 2004, the City of Sacramento approved the Ninos Parkway Master Plan which envisioned a Class 1 multi-use trail along Ninos Parkway from Northfield Drive to Rio Norte Way. Subsequent projects completed the trail from Northfield Drive to San Juan Road. The Ninos Parkway Phase 2 project will complete the trail network with an at-grade crossing of San Juan Road and an extension of the multi-use trail to Rio Norte Way.

B. The project is being coordinated with the Fong Ranch development immediately to the north of Rio Norte Way. As a condition of that development, a new bridge will be constructed over the exiting drainage canal at the northern end of Ninos Parkway. This project will connect to this bridge and provide future Fong Ranch residents access to the completed Ninos Parkway multi-use trail, Hazel Strauch Elementary School, and Rio Tierra Junior High School.

C. The plans and specifications for the project have been completed.

D. Staff recommends the transfer of $2,500,000 from South Natomas Facility Benefit (Fund 2021) available fund balance to the expenditure budget of the Ninos Parkway Phase 2 Project (K15202000).

E. Staff recommends the transfer of $150,000 from Transportation Development Impact Fee (Fund 3215) available fund balance to the expenditure budget of the Ninos Parkway Phase 2 Project (K15202000).

F. The Ninos Parkway Phase 2 Project (K15202000) was advertised for construction, and a total of four bids were received on April 17, 2024. The results of the bids are summarized below:

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The engineer’s estimate was $2,283,000.

G. The top three bidders met all required bid conditions. Staff recommends that the construction contract be awarded to the lowest responsive and responsible bidder, Martin Brothers Construction.

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

Section 1. Plans and Specifications for the Ninos Parkway Phase 2 Project (K15202000) are approved.

Section 2. The City Manager or the City Manager’s designee is authorized to transfer $2,500,000 from South Natomas Facility Benefit (Fund 2021) available fund balance to the expenditure budget of the Ninos Parkway Phase 2 Project (K15202000).

Section 3. The City Manager or the City Manager’s designee is authorized to transfer $150,000 from Transportation Development Impact Fee (Fund 3215) available fund balance to the expenditure budget of the Ninos Parkway Phase 2 Project (K15202000).

Section 4. The construction contract for the Ninos Parkway Phase 2 Project (K15202000) is awarded to Martin Brothers Construction in an amount not to exceed $2,091,000.

Section 5. The City Manager or the City Manager’s designee is authorized to execute the construction contract for the Ninos Parkway Phase 2 Project (K15202000).

Adopted by the City of Sacramento City Council on June 25, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:
Attest:

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.
GENERAL NOTES

1. All plans shall be delivered in two sets with one set to be delivered with the original construction contract document. The surrendered original construction contract document shall be returned to the contractor upon completion of the project.

2. The contractor shall be responsible for any deviations from the specifications or drawings. Any such deviations shall be subject to the approval of the City of Sacramento Department of Public Works.

3. The City of Sacramento Department of Public Works reserves the right to change any plan or specification at any time without notice.

4. The City of Sacramento Department of Public Works reserves the right to cancel the contract at any time without cause.

5. The contractor shall be responsible for all costs incurred in connection with the performance of the work under this contract.

6. The City of Sacramento Department of Public Works reserves the right to terminate the contract at any time without cause.

7. The City of Sacramento Department of Public Works reserves the right to reject any claim by the contractor for additional costs.

8. The City of Sacramento Department of Public Works reserves the right to require the contractor to perform work not included in the contract.

LOCATION MAP

INDEX OF SHEETS

SHEET TITLE

1. CONSTRUCTION SHEET
2. SURVEY CONTROL DIAGRAM
3. PROJECT CONTROL - LINE AND CURVE DATA
4. TYPICAL SECTIONS
5. PLAN AND PROFILE - "IP-NAP" STD 14400 TO 20490
6. PLAN AND PROFILE - "IP-NAP" STD 20490 TO 35488
7. PLAN AND PROFILE - "IP-NORTH" STD 35488 TO 50490
8. PLAN AND PROFILE - "IP-SOUTH" STD 50490 TO 65490
9. PLAN AND PROFILE - "IP-EAST" STD 65490 TO 80490
10. PLAN AND PROFILE - "IP-WEST" STD 80490 TO 95490
11. LAYOUT - NORTH PATH AREA
12. LAYOUT - SOUTH PATH AREA
13. SENDING AND DRIVING - SAN JUAN RD
14. SENDING AND DRIVING - SACRAMENTO ST
15. STRUCTURE PLANS
16. ELECTRICAL PLANS AND DETAILS

STANDARD ABBREVIATIONS

DEVIATIONS

BENCHMARK

FIELD NOTES

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

Dewberry

DEWBERY ENGINEERS, INC.
PRETORIAN HIGHWAY, SACRAMENTO, CA 95818

IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
COVER SHEET

IMP-2-1 4-1 34
BEGIN "NP-MAIN" LINE STA 10+00.00
N 1990698.88 E 6708986.96

BEGIN "NP-NORTH" LINE STA 39+13.75 = "NP-MAIN" LINE STA 39+13.75
N 1993502.84 E 6708855.97

LINE AND CURVE DATA FOR SUPPORTING ALIGNMENTS PROVIDED ON SHEET PC-2

END "NP-MAIN" LINE STA 39+95.84
N 1993497.82 E 6708774.30

END "NP-NORTH" LINE STA 39+91.92
N 1993577.72 E 6708868.84
BEGIN "ACCESS DRIVEWAY" LINE STA 10+00.00
N 1993561.21
E 6708836.06
E 70889.06

BEGIN "NORTH ACCESS PATH" LINE STA 10+00.00
N 1993460.42
E 6708906.07
E 70890.07

BEGIN "SOUTH ACCESS PATH" LINE STA 10+00.00
N 1993401.12
E 6708906.08
E 70890.08

INTERSECTION "ACCESS DRIVEWAY" LINE STA 10+33.67 =
"NP-NORTH" LINE STA 39+68.73
N 1993554.92
E 6708869.14

INTERSECTION "NORTH ACCESS PATH" LINE STA 10+50.28 =
"NP-MAIN" LINE STA 37+89.55
N 1993466.84
E 6708955.80
E 70895.80

INTERSECTION "SOUTH ACCESS PATH" LINE STA 10+51.18 =
"NP-MAIN" LINE STA 37+14.47
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LINE AND CURVE DATA - MAIN AND NORTH PATHS

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LINE AND CURVE DATA - SUPPORTING PATHS

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<td>N15°36'08&quot;E</td>
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</tbody>
</table>

SURVEY CONTROL INFORMATION
NOTE

CONTRIBRUIE SMALL SPACE AROUND PATH TO EASE TO EXISTING DRAINAGE

PLAN AND PROFILE
L-4
9

"NP-NORTH" STA 39+13.75 TO 39+87.92

NINOS PARKWAY PHASE 2 PROJECT
Dewberry Engineers Inc.
11060 White Rock Road Suite 200
Rancho Cordova, CA 95670

NINOS PARKWAY PHASE 2 PROJECT (PN: K15202000)

NP-MAIN

NP-NORTH

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
PLAN AND PROFILE
"NP-NORTH" STA 39+13.75 TO 39+87.92
NINOS PARKWAY PHASE 2 PROJECT
DEWBERRY ENGINEERS INC.
11060 WHITE ROCK ROAD SUITE 200
RANCHO CORDOVA, CA 95670

NINOS PARKWAY PHASE 2 PROJECT (PN: K15202000)

SIGNING AND STRIPING LAYOUT
INDEX TO PLANS:

<table>
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<td>INDEX TO PLANS</td>
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<td>D88</td>
<td>CONSTRUCTION LOADS ON CULVERTS</td>
</tr>
</tbody>
</table>

LOAD AND RESISTANCE FACTOR DESIGN:


LIVE LOADING: 90 psf (Pedestrian Loading)

H10 Truck

REINFORCED CONCRETE:

fy = 60,000 psi
fe = 3,000 psi
n = 8

STRUCTURAL STEEL:

Rectangular HSS Tubing: ASTM A500, Grade C

Channels and Beams: ASTM A36

Anchor Rods: ASTM F1534 Gr. 36

BEARING:

EL only at 2,000 psf

DL + LL = 3,500 psf

For design notes and details not shown, see

DESIGN NOTE:

Forcing elevations and thickness of aggregate base assume hi-tsu and bearing capacity exceeds the demand shown in Standard Plans

NOTES:

1. Slope or store excavation sides as necessary.
2. Dimensions shown are minimum.
3. Classes 2 AG may or may not be required by the geotechnical engineer to accomplish the necessary bearing capacity. Any soil-borne material that is placed must be in accordance with RO7000 Standards.

QUANTITIES:

<table>
<thead>
<tr>
<th>STRUCTURE EXCAVATION</th>
<th>CY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CY 287</td>
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<table>
<thead>
<tr>
<th>STRUCTURE BACKFILL</th>
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<tr>
<td>CY 330</td>
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<table>
<thead>
<tr>
<th>CLASS 2 AGGREGATE BASE (CULVERT)</th>
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<table>
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<th>BAR REINFORCING STEEL (BOX CULVERT)</th>
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<th>REMOVE AND REPLACE CONCRETE PIPES (CHANNEL)</th>
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<th>FT</th>
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<tr>
<td>SF 700</td>
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</table>

STRUCTURE EXCAVATION AND BACKFILL

LEAKED:

Structure Excavation
Structure Backfill
Class 2 Aggregate Base (Culvert)
(SEE NOTE 3)
Roadway Embankment
Bike Trail Paving

INDEX TO PLANS:

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DEWBERRY ENGINEERS INC.
DETERMINED BY SELF-ORDERED ROUTE DATE: 2009-04-01
RECEIVED BY: J. HALLMARK
RECEIVED BY: J. HALLMARK
DATE: MAY 2009

IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
INDEX TO PLANS
NINOS PARKWAY PHASE 2 PROJECT
DEWBERRY ENGINEERS INC.
11060 WHITE ROCK ROAD SUITE 200
RANCHO CORDOVA, CA 95670

FOUNDATION PLAN

BENCH MARK:
See Sheet PC-2

<table>
<thead>
<tr>
<th>No.</th>
<th>Location</th>
<th>Bearing</th>
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<tr>
<td>1</td>
<td>South Exterior Wall</td>
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<tr>
<td>2</td>
<td>Interior Wall</td>
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</tr>
<tr>
<td>3</td>
<td>North Exterior Wall</td>
<td>N 00°00 spared</td>
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HYDROLOGIC SUMMARY

- Frequency (Years): 100
- Discharge (Cubic feet per second): 360
- Water Surface Elevation, ft (NAVD88) (Immediately Upstream of Bridge): 16.50

Hydrologic Data provided by City of Sacramento Department of Utilities (DSU)

PLAN

SPLAY FOUNDATION TABLE

<table>
<thead>
<tr>
<th>Support Location</th>
<th>Service Permissible Net Contact Stress (kpsi)</th>
<th>Strength/Construction Factorized Gross Nominal Bearing Resistance (kips)</th>
<th>Extreme Event Factorized Gross Nominal Bearing Resistance (kips)</th>
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<tbody>
<tr>
<td>Box Culvert</td>
<td>3.0</td>
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PLANNING INFORMATION

- Frequency (Years): 100
- Discharge (Cubic feet per second): 360
- Water Surface Elevation, ft (NAVD88) (Immediately Upstream of Bridge): 16.50

Hydrologic Data provided by City of Sacramento Department of Utilities (DSU)
NINOS PARKWAY PHASE 2 PROJECT
PEDESTRIAN RAILING DETAILS NO. 1

RAIL ELEVATION

RAIL PLAN AT EDGE OF DECK

SUPPORT BRACKET DETAILS

RAILING EXPANSION JOINT

(Typical Post Detail)

NOTE:
1. For Sections A-A, B-B and C-C see "Pedestrian Railing Details No. 2" sheet.
Architectural Treatment is to be "CUSTOMROCK FORMLINER" pattern #1208 Drystack 2" relief or equivalent and placed on exposed faces of wingwalls and piers. Treatment color is to match color palette of architectural treatment on the nearby Ping Ranch Road and Bedford Drive Culvert structures.

1. Contractor may terminate architectural finish and staining 2'-0" below FG at their option.

2. Contractor shall verify and match the Architectural Treatment pattern, type and color palette used on the nearby Ping Ranch Road and Bedford Drive Culvert Structures.
STANDARD DETAILS FOR TRAFFIC SIGNAL No. 1
NINOS PARKWAY PHASE 2 PROJECT
SAN JUAN Rd
Type 'B' Detector Handhole Installation Requirements:

1. Outline of trough shall be saw cut to a minimum depth of 3" except where AC display is to be placed.
2. The detectors box shall be cast with a minimum depth of 3" for Type 'B' detectors. The detector housing shall be fabricated of luminaire carbon and delaminated unless otherwise specified and designed for heavy traffic loads.
3. Cast iron shall be marked "detectors" and shall be secured in place by concrete or other means. The detector housing shall be located on line and/or otherwise shown on the plans.
4. The elevation around the handhole shall be provided with a curb. The top of the curb shall be at least 2-1/2" above the surface of the street. The curb shall be installed with AC.
5. The handhole shall be provided with cold patch or other surface protection until permanent AC handholes are placed.

General Notes:
1. All work to be performed shall be in accordance with the City of Sacramento Traffic Standards and Specifications. The work shall be performed in accordance with the California Manual on Uniform Traffic Control Devices.
2. All materials to be provided and adequate, shall be delivered to the City Engineer, Civil Engineer, and/or City Engineer.
3. All materials to be furnished shall be supplied with the City Engineer's name, address, and phone number.
4. Full sets shall be furnished in the City Engineer's name and address in accordance with the California Manual on Uniform Traffic Control Devices.
5. The equipment, boxes, and materials shall be furnished in accordance with the California Manual on Uniform Traffic Control Devices.
6. The equipment, boxes, and materials shall be furnished in accordance with the California Manual on Uniform Traffic Control Devices.
7. Exact locations of all conduits and devices will be determined by the City Engineer prior to installation and shall be at least 2 feet from the curb.
8. All traffic signal boxes shall have a back plate with a 2-1/2" yellow reflective material.
9. All conduits shall be supplied without any cell receptors unless otherwise specified.
10. All conduits shall be supplied without any cell receptors unless otherwise specified.
11. All conduits shall be supplied without any cell receptors unless otherwise specified.
12. All conduits shall be supplied without any cell receptors unless otherwise specified.
13. All conduits shall be supplied without any cell receptors unless otherwise specified.

Section B-B
Loop Saw Cutting Detail

Section A-A
Detector Handhole

Concrete Pull Box

Approved by: [Signature]

City of Sacramento
Department of Public Works

Ninos Parkway Phase 2 Project
San Juan Rd

Standard Details for Traffic Signal No. 1

E-8

08/01/2003

34
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): __________
Assessor’s Parcel Number(s): __________________________
Contract Effective Date: 06/25/2024
Contract Expiration Date (if applicable): __________
$ Amount (Not to Exceed): $2,091,000.00
Adjusted $ Amount (+/-): _________________________
Other Party: MARTIN BROTHERS CONSTRUCTION
Project Title: NINOS PARKWAY PHASE 2
Project #: K15202000
Bid/RFQ/RFP #: B24151921023
City Council Approval: YES if YES, Council File ID#: 2024-01068

Contract Processing Contacts
Department: Public Works
Contract Coordinator: RAQUEL GONZALEZ
Project Manager: AVTAR BANWAIT
Email: RAGonzalez@cityofsacramento.org

Department Review and Routing
Contracts: [Signature: Raquel Gonzalez] 05/08/2024
Project Manager: __________________________
Supervisor: __________________________
Division Manager: __________________________

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☑ Construction Related ☐ Other Party Signature Required

AWARD DATE: JUNE 25, 2024

----------------------------------- FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----------------------------------
SPECIAL PROVISIONS
NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
FOR
NINOS PARKWAY PHASE 2 PROJECT IN
CITY OF SACRAMENTO
CITY PROJECT NO: K15202000

Bid # B24151921023

For use with City of Sacramento Standard Specifications for Public Construction Dated
Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment
Rental Rates.

Project Manager:
Avtar Banwait, Assistant Engineer
abanwait@cityofsacramento.org

Bids to be received before:
2:00 P.M., Wednesday, April 17, 2024
1st Floor, New City Hall (Security
Desk) 915 I Street, Sacramento, CA
95814

Pre-Bid Meeting:
April 4, 2023 at 9:30AM
Microsoft Teams Meeting
Click here to join the meeting
Meeting ID: 256 717 763 734
Passcode: 2aU8rF
Or call in (audio only)
+1 213-373-7064,,975837203#
United States, Los Angeles
Phone Conference ID: 975 837 203#

Engineer’s Construction Estimate: $2,282,000   Construction Time: 80 Working Days
CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS
CITY CONTRACT NO.: K15202000

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

NINOS PARKWAY PHASE 2 (PN: K15202000)

will be received by the City Clerk of the City of Sacramento at the Office of the Clerk, 915 I Street (New City Hall), 1st Floor (Security Desk), up to the hour of 2:00 P.M., April 17, and will be publicly opened and read at 2:30 P.M., Via ZOOM.

General work description: The project provides for, in general, the construction of approximately 2900 linear feet of Class I (multi-use) trail from San Juan Road north to Citrusparke Avenue/Parkchannel Way in the ParkeBridge residential development. Improvements also include the construction of a box culvert, new pedestrian signal and crossing at San Juan Road, speed radar sign installations, pavement markings, trail signs, removal and replacement of concrete improvements, asphalt concrete and fencing.

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

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

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

Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1st Floor, Sacramento, CA 95814.
Contractor's License Detail for License # 726454

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 disclosures are restricted by law (B&B 79.04) if this entity is subject to public complaint disclosure. Click the link below for more information. Click here for a definition of disclosure actions.
- Only construction-related civil judgments reported to CSLB are disclosed (B&B 79.07.1.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board’s license database.

Data current as of 4/23/2024 9:19:20 AM

Business Information

MAITIN BROTHERS CONSTRUCTION
8801 FOLSOM BUVD STE 260
SACRAMENTO, CA 95826
Business Phone Number: (016) 381-0911

Entity: Corporation
Issue Date: 08/20/1995
Expire Date: 08/21/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Certifications

- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license Bond is Contractor's Bond with WESTFORD SURFETY COMPANY.
Bond Number: 66633450
Bond Amount: $2,000
Effective Date: 08/01/2023

Contractor's Bond History

Band of Qualifying Individual

The qualifying individual FELIPE MARTIN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 03/21/2012

Workers' Compensation

This license has workers compensation insurance with the ARCH INSURANCE COMPANY.
Policy Number: 74WCI3995400
Effective Date: 10/01/2023
Expire Date: 10/01/2024
Workers' Compensation History
<table>
<thead>
<tr>
<th>Detail</th>
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<th>MARTIN BROTHERS CONSTRUCTION</th>
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<tr>
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<td>7/1/2022</td>
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<td>CSLB Number</td>
<td>726454</td>
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<td>7/1/2019</td>
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<tr>
<td>Legal Entity Type</td>
<td>Corporation</td>
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<td>6/14/2018</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>8801 FOLSOM BLVD SUITE 260 SACRAMENTO CA 95826</td>
<td></td>
<td>5/9/2017</td>
</tr>
<tr>
<td>County</td>
<td>Sacramento</td>
<td></td>
<td>6/15/2016</td>
</tr>
<tr>
<td>Craft</td>
<td>Cement Mason, Laborer, Operating Engineer</td>
<td></td>
<td>6/2/2015</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:aspence@martinbrothers.net">aspence@martinbrothers.net</a></td>
<td></td>
<td>7/1/2014</td>
</tr>
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</table>

DBA

Name
# MARTIN BROTHERS CONSTRUCTION

<table>
<thead>
<tr>
<th>Unique Entity ID</th>
<th>CAGE / NCAGE</th>
<th>Purpose of Registration</th>
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<tbody>
<tr>
<td>YUS3LB5E3WB6</td>
<td>1Q6033</td>
<td>All Awards</td>
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**Registration Status**

- Active Registration

**Physical Address**

- Mailing Address: 8801 Folsom BLVD STE 260, Sacramento, California 95826-3250, United States

**Business Information**

<table>
<thead>
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<th>Doing Business as</th>
<th>Division Name</th>
<th>Division Number</th>
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<table>
<thead>
<tr>
<th>Congressional District</th>
<th>State / Country of Incorporation</th>
<th>URL</th>
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<tr>
<td>California 07</td>
<td>California / United States</td>
<td><a href="http://www.martinbrothers.net">http://www.martinbrothers.net</a></td>
</tr>
</tbody>
</table>

**Registration Dates**

- Activation Date: Nov 9, 2023
- Submission Date: Nov 7, 2023
- Initial Registration Date: Jul 2, 2001

**Entity Dates**

- Entity Start Date: Mar 19, 1996
- Fiscal Year End Close Date: Dec 31

**Immediate Owner**

- CAGE: (blank)
- Legal Business Name: (blank)

**Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 8202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2 C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

**Exclusion Summary**

Active Exclusions Records?

- No

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

- Yes

**Entity Types**

<table>
<thead>
<tr>
<th>Business Types</th>
<th>Entity Type</th>
<th>Organization Factors</th>
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<tr>
<td>Entity Structure</td>
<td>Corporate Entity (Not Tax Exempt)</td>
<td>Business or Organization</td>
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<tr>
<td>Profit Structure</td>
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<td>Subchapter S Corporation</td>
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</table>
Socio-Economic Types
- Minority-Owned Business
- Self Certified Small Disadvantaged Business
- Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

### Financial Information

<table>
<thead>
<tr>
<th>Accepts Credit Card Payments</th>
<th>Debt Subject To Offset</th>
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<tr>
<td>Yes</td>
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<table>
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<th>EFT Indicator</th>
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<td>1QM33</td>
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</tbody>
</table>

### Points of Contact

#### Electronic Business

- **Felipe Martin, President**
  - 8001 Folsom BLVD, STE 260
  - Sacramento, California 95826
  - United States

- **Felipe Martin, President**
  - 8001 Folsom BLVD, Suite 260
  - Sacramento, California 95826
  - United States

#### Government Business

- **Felipe Martin, President**
  - 8001 Folsom BLVD., Suite 260
  - Sacramento, California 95826
  - United States

- **Felipe Martin, President**
  - 8001 Folsom BLVD, Suite 260
  - Sacramento, California 95826
  - United States

#### Past Performance

- **Felipe Martin, President**
  - 8001 Folsom BLVD, Suite 260
  - Sacramento, California 95826
  - United States

### Service Classifications

#### NAICS Codes

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<td>Water Supply And Irrigation Systems</td>
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<td>221320</td>
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<td>Sewage Treatment Facilities</td>
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<td>236210</td>
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<td>Industrial Building Construction</td>
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<td>236220</td>
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<td>Commercial And Institutional Building Construction</td>
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<td>237110</td>
<td></td>
<td>Water And Sewer Line And Related Structures Construction</td>
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<td>237120</td>
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<td>Oil And Gas Pipeline And Related Structures Construction</td>
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<td>Power And Communication Line And Related Structures Construction</td>
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<td>Land Subdivision</td>
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<td>237310</td>
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<td>Highway, Street, And Bridge Construction</td>
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<td>Poured Concrete Foundation And Structure Contractors</td>
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<td>Structural Steel And Precast Concrete Contractors</td>
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541330 Rental And Leasing
541620 Engineering Services
561210 Environmental Consulting Services
561730 Facilities Support Services
562910 Landscaping Services
562910 Remediation Services

Product and Service Codes

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<td>Y1BD</td>
<td>Construction Of Airport Runways And Taxiways</td>
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<td>Y1FF</td>
<td>Construction Of Penal Facilities</td>
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<td>Y1LA</td>
<td>Construction Of Airport Service Roads</td>
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<td>Y1LB</td>
<td>Construction Of Highways, Roads, Streets, Bridges, And Railways</td>
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<td>Y1LC</td>
<td>Construction Of Tunnels And Subsurface Structures</td>
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<td>Y1LZ</td>
<td>Construction Of Parking Facilities</td>
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<td>Y1ND</td>
<td>Construction Of Sewage And Waste Facilities</td>
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<td>Y1PZ</td>
<td>Construction Of Other Non-Building Facilities</td>
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</table>

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

<table>
<thead>
<tr>
<th>Bonding Levels</th>
<th>Dollars</th>
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<td>Construction Aggregate</td>
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<td>Service Aggregate</td>
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<td>$100,000,000.00</td>
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States                  Counties        Metropolitan Statistical Areas
Any                      (blank)                    (blank)
Ninos Parkway Phase 2  
CITY PROJECT NO: K151202000  
Addendum No. 1

April 12, 2024

To all Potential Bidders:

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

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

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

Respectfully,

Jose R. Ledesma  
Program Specialist

Enclosure
Item 1: Modifications to Project Special Provisions are attached.
Item 2: Pre-Bid Meeting Attendees List and Questions & Answers are attached.
Item 3: Questions & Answers Submitted Through PlanetBids are attached.
Item 4: Conceptual Channel Diversion Plan is attached.
Item 5: Revised Bid Proposal Form, dated 4-11-2024, is attached.
Item 6: General Cross-Sections are attached.
Item 1: Modifications to Project Special Provisions
Ninos Parkway Phase 2 (PN: K15202000)

1. Special Provision 1.2, Specifications, is amended to include the following language:
The City shall not provide hard copies of the plans and specifications. It will be the Contractor's responsibility to print or have printed their own copies of these documents.

2. Special Provision 1.35, Environmental Permits Requirements, is amended to include the following language:
A pair of Swainson Hawks have been observed south of the project area. The CDFW 1602 permit requires that a ¾ mile buffer area be established around nesting Swainson’s Hawks in which no construction activities will be permitted. If the hawk pair is identified to be nesting, project work south of station 21+00 will not be permitted until all hatchlings have fledged (September 1 at the latest). If delay in work at the south end of the project affects critical path of work, contractor will be granted additional working days. No other compensation will be granted.
Item 2: Pre-Bid Meeting (4-4-2024): Attendees List and Questions & Answers
Ninos Parkway Phase 2 (PN: K15202000)

Pre-Bid Meeting Attendees List:

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Phone/Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avtar Banwait</td>
<td>City of Sacramento</td>
<td>(916) 808-76805 <a href="mailto:abanwait@cityofsacramento.org">abanwait@cityofsacramento.org</a></td>
</tr>
<tr>
<td>Adam Randolph</td>
<td>City of Sacramento</td>
<td>(916) 808-7803 <a href="mailto:arandolph@cityofsacramento.org">arandolph@cityofsacramento.org</a></td>
</tr>
<tr>
<td>Jose Ledesma</td>
<td>City of Sacramento</td>
<td>(916) 808-8195 <a href="mailto:jledesma@cityofsacramento.org">jledesma@cityofsacramento.org</a></td>
</tr>
<tr>
<td>John Matoba</td>
<td>City of Sacramento</td>
<td>(916) 808-7891 <a href="mailto:jmatoba@cityofsacramento.org">jmatoba@cityofsacramento.org</a></td>
</tr>
<tr>
<td>Amy Baker</td>
<td>Dokken Engineering</td>
<td><a href="mailto:abakker@dokkenengineering.com">abakker@dokkenengineering.com</a></td>
</tr>
<tr>
<td>John Hoole</td>
<td>Dewberry</td>
<td><a href="mailto:jhoole@Dewberry.com">jhoole@Dewberry.com</a></td>
</tr>
<tr>
<td>Tony Dubovik</td>
<td>Dewberry</td>
<td><a href="mailto:tdubovik@Dewberry.com">tdubovik@Dewberry.com</a></td>
</tr>
<tr>
<td>Zach Pinagayao</td>
<td>Dewberry</td>
<td><a href="mailto:zpinagayao@Dewberry.com">zpinagayao@Dewberry.com</a></td>
</tr>
<tr>
<td>Chuck Charpentier</td>
<td>George Reed Inc.</td>
<td><a href="mailto:chuck.charpentier@georgereed.com">chuck.charpentier@georgereed.com</a></td>
</tr>
<tr>
<td>Anthony Romero</td>
<td>Ground Control Inc.</td>
<td><a href="mailto:anthony@groundci.com">anthony@groundci.com</a></td>
</tr>
<tr>
<td>Alex Emerson</td>
<td>Martin Brothers Const.</td>
<td><a href="mailto:aemerson@martinbrothers.net">aemerson@martinbrothers.net</a></td>
</tr>
<tr>
<td>Sean Moss</td>
<td>McGuire &amp; Hester</td>
<td><a href="mailto:estimating@mcguireandhester.com">estimating@mcguireandhester.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1-628-208-3997</td>
</tr>
</tbody>
</table>

Pre-bid Meeting Questions and Answers:

Question 1: What is the expectation for the cofferdam? Would it require a pipe-through or a pump around?

Answer:
- See specification section 2.3, “Temporary Creek Diversion Systems” & Appendix A, “Environmental Permits” for requirements.
- See attached “Conceptual Channel Diversion” exhibit which was been reviewed by the Regional Water Quality Control Board during the 401 permit review.

Question 2: Will the cofferdam permit require a payment?

Answer:
- No, there are no fees for submittal of the Temporary Diversion and Dewatering Plans to Central Valley Regional Water Quality Control Board and California Department of Fish and Wildlife.
Question 3: Was box culvert designed as a cast-in-place? Can the box culvert box be pre-cast?
Answer:
- Yes, the box culvert as shown on the plans was designed as a cast-in-place reinforced concrete box culvert structure, based on Caltrans’ Standard Plans and Specifications.
- The contractor may propose to use a pre-cast box culvert. Contractor would be required to provide all necessary design modifications and submittals for review and approval.

Question 4: If nesting Swainson’s Hawks are identified in the project area, will there be budget and schedule adjustments to the contract?
Answer:
- See specifications section 1.35.
Item 3: Questions and Answers Submitted Through PlanetBids
Ninos Parkway Phase 2 (PN: K15202000)

Question 1: Please confirm the quantity of the Wood Mulch item which shows 72 cubic yards in the bid form.
   Answer:
   - Wood Mulch quantity has been revised, see attached Revised Bid Proposal Form, dated 4-11-2024.
Item 4: Conceptual Channel Diversion Plan
Ninos Parkway Phase 2 (PN: K15202000)

See attached “Conceptual Channel Diversion” exhibit (1 Sheet) that was submitted with the 401 Regional Water Quality Control Board application for use as a guideline in the preparation and submittal of the required Temporary Diversion and Dewatering Plans.
Item 5: Revised Bid Proposal Form, dated 4-11-2024
Ninos Parkway Phase 2 (PN: K15202000)

See attached Revised Bid Proposal Form, dated 4-11-2024.
Item 6: General Cross-Sections
Ninos Parkway Phase 2 (PN: K15202000)

See attached General Cross-Sections (12 sheets) for grading & earthwork information.
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 incidental required for:

**NINOS PARKWAY PHASE 2 PROJECT**
(K15202000)

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>Final Pay [F]</th>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<td>1.</td>
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<td>MOBILIZATION</td>
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<td>PRECONSTRUCTION PHOTOGRAPHS</td>
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<td>STORM WATER POLLUTION PREVENTION PLAN</td>
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<td>6. [F]</td>
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<td>REMOVE CONCRETE PAVEMENT</td>
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<td>RELOCATE CONCRETE RIP RAP (CHANNEL)</td>
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<td>ROCK SLOPE PROTECTION (150 lb., Class III, Method B) (RIP-RAP)</td>
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<td>26.</td>
<td>CONCRETE CURB AND GUTTER (PCC)</td>
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<td>27.</td>
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<td>28.</td>
<td>SIDEWALK, CROSS GUTTER AND CURB RAMP CONCRETE (PCC)</td>
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<td>31.</td>
<td>REMOVE ROADSIDE SIGN POST</td>
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<td>EA</td>
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<td>INSTALL FENCE (WOOD POST AND CABLE)</td>
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<td>33.</td>
<td>Furnish Single Sheet Aluminum Sign (0.080&quot; Unframed)</td>
<td>24</td>
<td>EA</td>
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<td>34.</td>
<td>Install Roadside Sign Post</td>
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<td>35.</td>
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<td>36.</td>
<td>Thermoplastic Traffic Stripe (Retroreflective)</td>
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<td>37.</td>
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<td>38.</td>
<td>Remove Thermoplastic Traffic Stripe</td>
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<td>39.</td>
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<td>$</td>
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<tr>
<td>41.</td>
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<td>EA</td>
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<tr>
<td>42.</td>
<td>Pedestrian Signal Installation</td>
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<td>43.</td>
<td>Communication Conduit Installation</td>
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<td>LS</td>
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<tr>
<td>44.</td>
<td>Speed Radar Installation</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR NAME: ___________________________________________  TOTAL $ _______________________

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY (80) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

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.
Provide a Schedule of Values (SOV) 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 second 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, the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814 or by email at JLedesma@cityofsacramento.org.

The Contractor shall coordinate and arrange the pick-up of City furnished equipment from the City’s Corporation Yards at the pre-construction meeting. Upon pick-up the Contractor is responsible for storage and liable for damage and/or loss of City furnished equipment.

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

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

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

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

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

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

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder’s bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.
The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

<table>
<thead>
<tr>
<th>Add. #</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

($_________________) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR:

By ____________________________  (Signature)

(Print or Type)

FOR CITY USE ONLY

Bid Bond Security

Properly Signed
Not Included
Not Required

Improperly Signed

Type of Deposit

Bid Bond
Cashier/Certified Check
Other

Initial:

Title ____________________________
Address ____________________________
Telephone No. ____________________________
Fax No. ____________________________
email address ____________________________

Date ____________________________
Contractor’s License No. ____________________________ Type ____________________________
Expiration Date __________________________________
Tax I.D. Nos.- Fed. ____________________________ State ____________________________
City of Sacramento Business Operation Tax Certificate No. ____________________________
(City will not award contract if Certificate Number is missing.)
IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
DESIGN CROSS SECTIONS AT
50 FT INTERVALS

DATE: 04-10-24
PN: K15202000

SHEET
2
OF
12
IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
DESIGN CROSS SECTIONS AT
50 FT INTERVALS
IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
DESIGN CROSS SECTIONS AT
50 FT INTERVALS

DATE: 04-10-24
PN: K15202000
DWG. NO.

SHEET 4
OF 12
IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
DESIGN CROSS SECTIONS AT
50 FT INTERVALS
IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
DESIGN CROSS SECTIONS AT
50 FT INTERVALS
IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
DESIGN CROSS SECTIONS AT
50 FT INTERVALS

DATE: 04-10-24
PN: K152022000
DWG. NO.

SHEET
8
OF
12
IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
DESIGN CROSS SECTIONS AT
50 FT INTERVALS
IMPROVEMENT PLANS FOR
NINOS PARKWAY PHASE 2 PROJECT
DESIGN CROSS SECTIONS AT 50 FT INTERVALS
Bid Opening Information

Bids are to be received by 2:00PM at New City Hall, 915 I Street on the first floor Security Desk.

Bids will be opened virtually at 2:30 via a web meeting.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. [https://cityofsacramento-org.zoom.us/j/93077455918](https://cityofsacramento-org.zoom.us/j/93077455918)

Description: This is a reoccurring meeting for the City of Sacramento Bid Opening. Bids received on or before the due date and time scheduled for this date will be read. You may share this appointment/link with any interested parties. Please mute your microphones/phones for the duration of the bid opening/reading. There will be a short period at the end of the call to ask for a repeat of any information.

If you have questions about Bid Openings contact Wendy Klock-Johnson at wkjohnson@cityofsacramento.org; or 916 808-7509. For questions about specific bids; please contract the listed bid contact directly.

Or One tap mobile:
+16699006833,,93077455918# US (San Jose)
+12532158782,,93077455918# US (Tacoma)

Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799
Webinar ID: 930 7745 5918
International numbers available: [https://cityofsacramento-org.zoom.us/u/acfzKNwPM](https://cityofsacramento-org.zoom.us/u/acfzKNwPM)
Planet Bids

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

SEALED BID
FOR
NINOS PARKWAY PHASE 2
(PN: K15202000)

Technical questions should be posted to Planet Bids a minimum of seven calendar days before bid closing.

The successful bidder shall furnish a payment bond and a performance bond for 100% of the contract amount.
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Local Business Enterprise (LBE) Participation Program Form
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REQUIREMENTS FOR THE LOCAL BUSINESS ENTERPRISE PROGRAM
(LBE Program)

INTRODUCTION

The City of Sacramento has a Local Business Enterprise (LBE) Program to provide enhanced opportunities for local businesses to participate in the City’s procurement and contracting activities. The Program began with an LBE Preference for bid and proposal evaluation. The Program was then expanded to require minimum LBE Participation levels in specific contracts.

APPLICATION

As summarized in the table below, there are two components to the LBE Program:

1. LBE Preference: For certain contracts, a 5% LBE Preference is applied during the bid evaluation process.
2. LBE Participation Requirement: For certain contracts, a minimum 5% LBE participation level is required for a bidder to be considered responsive.

<table>
<thead>
<tr>
<th></th>
<th>Contracts Under $250,000</th>
<th>Contracts $250,000 or more</th>
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<tbody>
<tr>
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<td>Goods</td>
<td>Non-Professional Services</td>
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<tr>
<td>Apply 5% LBE Preference</td>
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<tr>
<td>Apply 5% Minimum LBE Participation Requirement</td>
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Local Business Enterprise: A Local Business Enterprise (“LBE”) means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a “legitimate business presence” within City limits or the unincorporated area of Sacramento County.

A “legitimate business presence” within City limits or the unincorporated area of Sacramento County means:

1. An established business entity operating within the selected areas for at least 12 consecutive months prior to submission of bid; and
2. Legally operating a location in the City or unincorporated area of Sacramento County that is either:
   a. a principal business office or workspace; or
   b. a regional, branch, or satellite office with at least one full-time employee.

To qualify as an LBE, firms must meet these two requirements prior to the deadline for submission of bids or proposals. Upon the request of the City, firms shall provide proof of legally operating a location within City limits or the unincorporated County with the following documents:
   - Tax returns for the business;
   - Utility bill in the name of the business;
   - Business license; and/or
   - Secretary of State filings.

Exceptions
The LBE Program does not apply to procurement processes for contracts funded with federal funds, goods or services purchased through cooperative purchase agreements, or contracts entered into in response to a declared emergency.

LBE PREFERENCE

For contracts under $250,000, firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities. For professional service contracts only, this preference also applies to procurement opportunities of $250,000 or more.

For contracts to be awarded in response to a solicitation for bids, a bid or quotation submitted by a firm that qualifies as an LBE will receive a 5% bid evaluation preference for the purpose of determining the lowest responsible bidder. This means that, for bid evaluation purposes, the total price bid by an LBE shall be reduced by 5%. However, this reduction only applies for bid evaluation purposes, and the resulting contract or purchase order will reflect the actual amount bid by the LBE.

For contracts awarded in response to a solicitation for proposals or qualifications, a firm that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

LBE PARTICIPATION REQUIREMENT

For non-professional service, professional service, and public project contracts of $250,000 or more, a minimum 5% LBE participation level is required. To receive credit for the 5% minimum

CITY OF SACRAMENTO LBE PROGRAM - Approved by City Attorney 05/20/2020
participation requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Under City Code section 3.60.270, when the City establishes a minimum participation level for LBE’s on a contract, no contractor shall be considered responsive unless its bid or proposal meets the minimum LBE participation level required.

City may waive or reduce the LBE Participation requirements on some procurement opportunities prior to acceptance of bids or proposals upon authorization from the City Manager or City Manager’s designee.

PARTICIPATION LEVEL REQUIREMENTS

LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers, as outlined below.

Participation Credit: To receive credit for LBE participation:

1. An LBE contractor or subcontractor must: (1) be responsible for the execution of a distinct element of the work; (2) possess any license or certification required for the work; and (3) actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor.

2. An LBE supplier must: (1) furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business; and (2) the materials or equipment must be necessary for performance of the work.

Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE Suppliers must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Subcontractors (including Truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking/hauling services, not including any amount paid to the Trucker for the cost of any materials or equipment being transported by the Trucker.
LBE REQUIREMENTS FOR CONTRACTOR

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

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

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

1. The listed LBE subcontractor or supplier fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE subcontractor or supplier becomes bankrupt or insolvent.

3. The listed LBE subcontractor or supplier fails to meet the bond requirements of the Contractor.

4. The work performed or the materials or equipment provided by the listed LBE subcontractor or supplier are unsatisfactory or are not in accordance with the plans and specifications.

5. The listed LBE subcontractor or supplier fails to perform its contractual obligations.

6. It would be in the best interest of the City.

Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications or any other documents required for compliance with these specifications, or failure to utilize one or more LBE’s in substantial compliance with the LBE utilization indicated in the Contractor’s bid or proposal (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract.

A deduction may be made from the contract amount and the deduction shall not be more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor’s bid or proposal. Deduction shall be made from any payment due the Contractor. This is in addition to any deduction that may be made under any other provision of the Contract, the Sacramento City Code, or State law.

Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to the Reporting and Utilization Section above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than 5 working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City’s Standard Specifications for Public Construction), and written notice of the date, time, and location of the hearing shall be provided to the Contractor not less than 5 working days prior to the date of the hearing.

The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager’s decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager’s decision by the Contractor.

Written Notices: The written notices and request described above shall be provided by registered or certified mail (return receipt requested), by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by personal delivery shall be deemed received on the date of delivery.
INTRODUCTION

On September 6, 2016, the City of Sacramento enacted an ordinance regarding criminal conviction information in the employment application process (the “Ban-the-Box Ordinance”), which added Chapter 3.62 to the Sacramento City Code and amended Section 2.40.050 of the Sacramento City Code. The Ban-the-Box Ordinance prohibits “covered employers” from asking an applicant for employment to disclose, orally or in writing, information concerning the criminal conviction history of the applicant, including any inquiry about criminal conviction history on any employment application, until the employer has determined the applicant meets the minimum employment qualifications stated in any notice issued for the position.

APPLICATION

“City Contract”

The Ban-the-Box Ordinance applies to all “city contracts.” The term “city contract” means a contract awarded after January 1, 2017 to a “covered employer” for services or a public project in return for compensation of $100,000 or more. The term “city contract” includes contracts for services or public projects that were awarded for an amount less than $100,000, but were amended to increase the total compensation to $100,000 or more. The Ban-the-Box Ordinance also applies when the aggregate value of all contracts for services or public projects the City has awarded to the same “covered employer” within the previous 12 months is $100,000 or more.

The Ban-the-Box Ordinance does not apply to: (1) contracts awarded by the City Manager in response to an emergency; and (2) contracts for the purchase or lease of equipment, supplies, or other personal property, even if they include incidental services such as delivery, installation, or maintenance.

“Covered Employer”

The Ban-the-Box Ordinance only applies to “covered employers.” The term “covered employer” means a person who is a party to a “city contract” and has at least 20 employees working either full or part time. The number of employees that a contractor has is determined by adding the contractor’s employees and the employees of any “related person.” A person is a “related person” when any of the following circumstances exists:

(1) The person and the person that is a party to a “city contract” are both corporations and:
   (a) Share a majority of members of their governing boards; or
   (b) Have two or more officers in common; or
   (c) Are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation’s voting power); or
   (d) Are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation’s voting power).
(2) The person otherwise controls and directs, or is controlled and directed by, the person that is a party to a city contract, as determined by the City Manager, or City Manager designee.
The term “covered employer” includes a subcontractor providing services under a “city contract” if the subcontractor has at least 20 employees, whether full- or part-time, or the amount of the subcontract is at least 25% of the amount of the “city contract.”

The term “covered employer” does not include any unit of federal, state or local government.

Exceptions

The Ban-the-Box Ordinance provisions do not apply to: (1) a position for which a “covered employer” is otherwise required by law to conduct a criminal conviction history background check; or (2) a position that will not involve work pursuant to a “city contract.” Additionally, the Ban the Box Ordinance does not prevent a “covered employer” from conducting a criminal conviction history background check in subsequent stages of the application process after initially determining whether the applicant meets the minimum employment qualifications.

COMPLIANCE

It is the contractor’s responsibility to determine whether the aggregate value of $100,000 or more has been met, and to notify the City in writing whenever this is the case. It is also the contractor’s responsibility to ensure that all of its subcontractors who are covered by the Ban-the-Box Ordinance comply with the provisions of the Ban-the-Box Ordinance by including these requirements in all subcontracts covered by the Ban-the-Box Ordinance.

VIOLATIONS AND MONITORING

The Ban-the-Box Ordinance provides that any violation of the Ban-the-Box Ordinance by a “covered employer” constitutes a material breach of the contract, and authorizes the City to terminate the contract. The City may also enforce the Ban-the-Box Ordinance by investigating any alleged violation (but any failure of the City to investigate does not create a right of action against the City). The City may further require “covered employers” to verify compliance.

DECLARATION OF COMPLIANCE

To assure compliance with the Ban-the-Box Ordinance, any person or entity entering into a contract to provide services or a public project to or for the City, after January 1, 2017, is required to provide the City with a signed Declaration of Compliance in the form specified by the City prior to the City’s execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and when accepted by the City, shall constitute part of the contract.

ADDITIONAL INFORMATION

For a complete description of the Ban-the-Box Ordinance provisions related to City contracts, refer to the Ban-the-Box Ordinance, codified at Sacramento City Code Chapter 3.62. The Sacramento City Code is available on the internet at www.cityof sacramento.org.

For more information on the City’s Ban-the-Box Ordinance, contact Procurement Services at 916-808-6240.
BID PROPOSAL FORMS

PLEASE REMOVE AND COMPLETE THE FOLLOWING DOCUMENTS AND SUBMIT AS THE BID PROPOSAL PACKAGE
Ninos Parkway Phase 2  
CITY PROJECT NO: K151202000  
Addendum No. 1

April 12, 2024

To all Potential Bidders:

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

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

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

Respectfully,

Jose R. Ledesma  
Program Specialist

Enclosure
Ninos Parkway Phase 2
CITY PROJECT NO: K15202000
Addendum No. 1

Item 1: Modifications to Project Special Provisions are attached.
Item 2: Pre-Bid Meeting Attendees List and Questions & Answers are attached.
Item 3: Questions & Answers Submitted Through PlanetBids are attached.
Item 4: Conceptual Channel Diversion Plan is attached.
Item 5: Revised Bid Proposal Form, dated 4-11-2024, is attached.
Item 6: General Cross-Sections are attached.
Item 5: Revised Bid Proposal Form, dated 4-11-2024
Ninos Parkway Phase 2 (PN: K15202000)

See attached Revised Bid Proposal Form, dated 4-11-2024.
BID PROPOSAL FORMS

PLEASE REMOVE AND COMPLETE THE FOLLOWING DOCUMENTS AND SUBMIT AS THE BID PROPOSAL PACKAGE
**BID PROPOSAL CHECKLIST**

Included: Please (✓)  

<table>
<thead>
<tr>
<th>Item</th>
<th>Pages</th>
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<tbody>
<tr>
<td>Bid Proposal Form</td>
<td>1 - 3</td>
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<tr>
<td>LBE Participation Program Prime Contractor Form</td>
<td>1 only</td>
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<tr>
<td>Subcontractor and LBE Participation Form</td>
<td>1 only</td>
</tr>
<tr>
<td>Bid Proposal Guarantee</td>
<td>1 only</td>
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<tr>
<td>Drug Free Work Place Certification</td>
<td>1 only</td>
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<tr>
<td>Minimum Qualifications Questionnaire</td>
<td>1 - 6</td>
</tr>
<tr>
<td>Non-Discrimination in Employee Benefits Ordinance Certification</td>
<td>1 - 9</td>
</tr>
<tr>
<td>Schedule of Values for Lump Sum Items*</td>
<td>1 only</td>
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</tbody>
</table>

*Bidder Generated Document*

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the 4th (fourth) working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, Jose R. Ledesma via e-mail at jledesma@cityofsacramento.org.
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:

**NINOS PARKWAY PHASE 2 PROJECT**
*(K15202000)*

*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:

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<thead>
<tr>
<th>Item No.</th>
<th>Final Pay [F]</th>
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<td>28.</td>
<td>SIDEWALK, CROSS GUTTER AND CURB RAMP CONCRETE (PCC)</td>
<td>1,568</td>
<td>SF</td>
<td>$ 14-</td>
<td>$ 21,952-</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>REINFORCED CONCRETE SLAB</td>
<td>370</td>
<td>SF</td>
<td>$ 28-</td>
<td>$ 10,360-</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>REMOVE FENCE</td>
<td>190</td>
<td>LF</td>
<td>$ 50-</td>
<td>$ 9,500-</td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>REMOVE ROADSIDE SIGN POST</td>
<td>1</td>
<td>EA</td>
<td>$ 253-</td>
<td>$ 253-</td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>INSTALL FENCE (WOOD POST AND CABLE)</td>
<td>180</td>
<td>LF</td>
<td>$ 25-</td>
<td>$ 4,500-</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Unit Cost</td>
<td>Total Cost</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
<td>------</td>
<td>-----------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>FURNISH SINGLE SHEET ALUMINUM SIGN (0.080&quot; UNFRAMED)</td>
<td>24</td>
<td>FA</td>
<td>$253</td>
<td>$6,072</td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>INSTALL ROADSIDE SIGN POST</td>
<td>18</td>
<td>EA</td>
<td>$202</td>
<td>$3,636</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>[F] PEDESTRIAN HANDRAILING</td>
<td>136</td>
<td>LF</td>
<td>$375</td>
<td>$51,000</td>
<td></td>
</tr>
<tr>
<td>36.</td>
<td>THERMOPLASTIC TRAFFIC STRIPE (RETROREFLECTIVE)</td>
<td>3,750</td>
<td>LF</td>
<td>$4</td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td>37.</td>
<td>THERMOPLASTIC PAVEMENT MARKING (RETROREFLECTIVE)</td>
<td>258</td>
<td>SF</td>
<td>$15</td>
<td>$3,870</td>
<td></td>
</tr>
<tr>
<td>38.</td>
<td>REMOVE THERMOPLASTIC TRAFFIC STRIPE</td>
<td>157</td>
<td>LF</td>
<td>$2</td>
<td>$314</td>
<td></td>
</tr>
<tr>
<td>39.</td>
<td>PAVEMENT MARKER (RETROREFLECTIVE)</td>
<td>48</td>
<td>EA</td>
<td>$15</td>
<td>$720</td>
<td></td>
</tr>
<tr>
<td>40.</td>
<td>REMOVABLE BOLLARD</td>
<td>11</td>
<td>EA</td>
<td>$2,225</td>
<td>$24,475</td>
<td></td>
</tr>
<tr>
<td>41.</td>
<td>RD1000 ACCESS CONTROL GATES</td>
<td>4</td>
<td>EA</td>
<td>$3,050</td>
<td>$12,200</td>
<td></td>
</tr>
<tr>
<td>42.</td>
<td>PEDESTRIAN SIGNAL INSTALLATION</td>
<td>1</td>
<td>LS</td>
<td>$215,675</td>
<td>$215,675</td>
<td></td>
</tr>
<tr>
<td>43.</td>
<td>COMMUNICATION CONDUIT INSTALLATION</td>
<td>1</td>
<td>LS</td>
<td>$41,000</td>
<td>$41,000</td>
<td></td>
</tr>
<tr>
<td>44.</td>
<td>SPEED RADAR INSTALLATION</td>
<td>1</td>
<td>LS</td>
<td>$33,650</td>
<td>$33,650</td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR NAME: Martin Brothers Construction

TOTAL: $2,091,000.

It is understood that this Bid Proposal is based upon completion of the Work within a period of EIGHTY (80) WORKING DAYS, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

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: 726454  
Name and Address of Licensee: Felipe Martin, President  
Issue Date: August 20, 1996  
Expiration Date: August 31, 2024  
License Status: Current & Active  

Martin Brothers Construction  
8801 Folsom Blvd Suite 260  
Sacramento, CA 95826

Class C10 License Number: 694400  
Name and Address of Licensee: Timothy Paxin, President  
Issue Date: August 15, 1994  
Expiration Date: August 31, 2024  
License Status: Current & Active  

Pacific Excavation Inc  
9796 Kent Street  
Elk Grove, CA 95624

Provide a Schedule of Values (SOV) 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 second 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, the Contracts Manager, at 915 J Street, Suite 2000, Sacramento, CA 95814 or by email at JLedesma@cityofsacramento.org.

The Contractor shall coordinate and arrange the pick-up of City furnished equipment from the City’s Corporation Yards at the pre-construction meeting. Upon pick-up the Contractor is responsible for storage and liable for damage and/or loss of City furnished equipment.

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

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

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

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

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

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

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder’s bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.
The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # | DATE  
--- | ---  
1 | April 12, 2024

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

Martin Brothers Construction  
a California 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:

(6,209,100.00) not less than ten percent (10%) of amount Bid Proposal

CERTIFIED CHECK  
CASHIER’S CHECK  
BID BOND  
MONEY ORDER  
OTHER SECURITY

CONTRACTOR: Martin Brothers Construction

Felipe Martin  
(Print or Type)

President

Address: 801 Folsom Blvd Suite 260  
Sacramento, CA 95826

Telephone No. (916)381-0911

Fax No. (916)381-0611

e-mail address: fmartin@martinbrothers.net

Date April 17, 2024
Contractor's License No 726454 Type A
Expiration Date August 31, 2024
Tax I.D. Nos.- Fed. 68-0377885 State CA State Tax Id No. 432-4701-4
City of Sacramento Business Operation Tax Certificate No.
(City will not award contract if Certificate Number is missing.) 114797
LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

- [x] YES - the firm submitting the bid is qualified as a local business enterprise.
- [ ] NO - the firm submitting the bid is not qualified as a local business enterprise.

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

114797

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

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

8801 Folsom Blvd Suite 260
Sacramento, CA 95826

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
<table>
<thead>
<tr>
<th>Business Name</th>
<th>MARTIN BROTHERS CONSTRUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Address</td>
<td>20 LIGHT SKY CT</td>
</tr>
<tr>
<td>Owner</td>
<td>FELIPE MARTIN</td>
</tr>
<tr>
<td>Type of Business</td>
<td>Contractors - Construction</td>
</tr>
<tr>
<td>Tax Classification</td>
<td>Gross Receipts</td>
</tr>
<tr>
<td>Expires</td>
<td>12/31/2024</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>AMY SPENCE</td>
</tr>
<tr>
<td></td>
<td>MARTIN BROTHERS CONSTRUCTION</td>
</tr>
<tr>
<td></td>
<td>8801 FOLSOM BLVD 260</td>
</tr>
<tr>
<td></td>
<td>SACRAMENTO, CA 95826-3250</td>
</tr>
</tbody>
</table>

| TOTAL PAID:   | $5,004.00 |
|              | THIS STUB MAY BE |
|              | FOLDED/DETACHED |
|              | BEFORE POSTING |

**MUST BE POSTED IN CONSPICUOUS PLACE**

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration.

Starting January 1, 2011, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to https://www.dca.ca.gov/publications/
Local status is applicable to the following:

- Any Sacramento addresses which encompasses both the City & unincorporated Sacramento County – including neighborhoods like Rosemont, Antelope, Foothill Farms & Walerga.
- North Highlands
- Carmichael
- Fair Oaks
- Orangevale
To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or total ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>License Number</th>
<th>Subcontractor DIR Registration #</th>
<th>LBE?</th>
<th>Type of Work, Services, or Supplies to be provided to complete contract</th>
<th>Estimated Service Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Excavation Inc</td>
<td>694400</td>
<td>1000000188</td>
<td>No</td>
<td>Electrical - Signals / Speed Radar Installation</td>
<td>$</td>
</tr>
<tr>
<td>R.E. Maher Inc</td>
<td>514236</td>
<td>1000003201</td>
<td>No</td>
<td>Box Culvert / Headwalls Concrete</td>
<td>$</td>
</tr>
<tr>
<td>Chrisp Company</td>
<td>374600</td>
<td>1000000306</td>
<td>No</td>
<td>Signing / Striping</td>
<td>$</td>
</tr>
</tbody>
</table>

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted on this form. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will maintain all documentation of this information in awarding the contract.

Principal of Firm: 

Signature: Felipe Martin
Title: President
Date: April 17, 2024
# Subcontractor and Local Business Enterprise Participation Form

For Public Projects over $100,000 (use only base bid amount to estimate dollar value)

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

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

## Prime Contractor Details

**Prime Contractor Name**: Martin Brothers Construction  
**Prime Contractor Address**: 8801 Folsom Blvd Suite 260 Sacramento, CA 95826  
**Prime Contractor DIR Registration #**: 1000000017

### Business Name: Zumwalt & Associates
- **License Number**: 763819  
- **Address**: PO Box 2094  
- **City, State, Zip**: Folsom, CA 95763  
- **Contact Person**: Dave Fritts  
- **Phone**: (916) 631-8500

<table>
<thead>
<tr>
<th>Business Name</th>
<th>License Number</th>
<th>Address</th>
<th>City, State, Zip</th>
<th>Contact Person</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zumwalt &amp; Associates</td>
<td>763819</td>
<td>PO Box 2094</td>
<td>Folsom, CA 95763</td>
<td>Dave Fritts</td>
<td>(916) 631-8500</td>
</tr>
</tbody>
</table>

### Subcontractor Details

- **Subcontractor DIR Registration #**: 1001130358
- **LBE?**: □ Yes, □ No
- **Type of Work, Services, or Supplies to be provided to complete contract**: Hydoseed

### Additional Details

- **Business Name**:  
- **License Number**:  
- **Address**:  
- **City, State, Zip**:  
- **Contact Person**:  
- **Phone**:  
- **Subcontractor DIR Registration #**:  
- **LBE?**: □ Yes, □ No

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

**Principal of Firm**:

**Signature**: [Signature]  
**Title**: President  
**Date**: April 17, 2024
**BID PROPOSAL GUARANTEE**

<table>
<thead>
<tr>
<th><strong>Principal/Contractor:</strong></th>
<th>Martin Brothers Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address:</strong></td>
<td>8801 Folsom Blvd., Ste. 260</td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td>Sacramento, CA 95826</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Surety:</strong></th>
<th>Western Surety Company</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address:</strong></td>
<td>151 N. Franklin St., 17th Floor</td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td>Chicago, IL 60606</td>
</tr>
</tbody>
</table>

A corporation duly organized under the laws of the State of South Dakota and duly licensed to issue this bond as authorized by the State of California. California License No. #0601094 InterWest Insurance Services LLC

**OBLIGATION:** We, the Principal and the Surety, bind ourselves, our heirs, executors, administrators and successors, jointly and severally, to the City of Sacramento ("City") as Obligee for the penal sum of ten percent (10%) of the total amount of the Principal's bid proposal submitted to the City for the project described below, to guarantee that Principal will accept the City's award of the project contract.

**THE CONDITION OF THIS OBLIGATION IS:**

That if the Principal has submitted a bid proposal to the City by the bid proposal due date as set forth in the invitation to bid, which date may be extended by City, for the project described as follows:

<table>
<thead>
<tr>
<th><strong>Project Name:</strong></th>
<th>Ninos Parkway Phase 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Number:</strong></td>
<td>K15202000</td>
</tr>
<tr>
<td><strong>Bid Transaction Number:</strong></td>
<td>B24151921023</td>
</tr>
</tbody>
</table>

AND if the City awards the contract for the project to the Principal within the time and manner required under the invitation to bid, and the Principal (i) enters into a written contract, in the prescribed form, in accordance with the bid proposal, (ii) files two bonds with the City to guarantee faithful performance and payment for labor and materials, and (iii) files the required insurance policies with the City, all as required by the invitation to bid or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect. The Surety agrees that this obligation is not impaired by any extensions of the time for the award of the contract Principal may grant to City, and any notice to Surety of such time extension is waived. 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 WHEREOF, Surety has executed this Bid Proposal Guarantee on the day set forth in the attached notary acknowledgment. Attach Surety power of attorney form to verify signator's authority.

**Principal/Contractor:**

- **By:**
  - **Name:** Felipe Martin
  - **Title:** President

**Surety:**

- **By:**
  - **Name:** Kathleen Le
  - **Title:** Attorney In Fact

(Seal)

Revised: 2020
ACKNOWLEDGMENT

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

State of California
County of Sacramento

On April 3, 2024 before me, S. Smith, Notary Public
(insert name and title of the officer)

personally appeared Kathleen Le, 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)
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Tony Clark, Dill Rapp, Joseph H. Weber, Ronnie Ramey, Phil Watkins, Jason March, Matthew Foster, Elizabeth Cohn, Mindy Whitehouse, John J Weber, Sara Walliser, Jennifer Lakmann, Paula Senna, Brad Espinosa, Kathleen Le, Sharon Smith, Pam Sey, Cassandra Medina, Breanna Boatright, Jessica Monlux, Samantha Watkins, Deanna Quintero, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature.

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha

On this 5th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires March 2, 2026

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of April, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7 All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officer or officers as the Board of Directors may authorize. The President, any Vice President, Secretary, or Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage. if you want to verify bond authenticity.
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

“Contract” means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. “Contract” also means a written agreement for the exclusive use (“exclusive use” means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 90 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City’s use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

“Contract” shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.
"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Martin Brothers Construction
Name of Contractor
8801 Folsom Blvd Suite 260 Sacramento, CA 95826
Address

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

1. I have read and understand the Non-Discrimination in Employee Benefits by City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City’s request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3.54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $100,000.00 in total value.

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

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

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to
the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee’s spouses nor to employee’s domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

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

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

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

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

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

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

Martin Brothers Construction

Signature of Authorized Representative

Felipe Martin
Print Name

President
Title

April 17, 2024
Date
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

O Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts

- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney’s fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007
QUESTIONNAIRE

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

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

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:
   726454 - Class "A" Expiration: August 31, 2024

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
   □ Yes  ☒ No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
   □ Yes  ☒ No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
   □ Yes  ☒ No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
   □ Yes  ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007
6. Answer either subsection A or B, as applicable:

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

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

☐ Yes ☑ No ☐ Not applicable

OR

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

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

☐ Yes ☐ No ☐ Not applicable

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

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

☐ Yes ☑ No

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

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 3 of 6
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: \( \frac{N}{EII} \times 200,000 \), where

\[ N \quad \text{number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)} \]

\[ EII \quad \text{total hours worked by all employees during the calendar year} \]

\[ 200,000 \quad \text{base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)} \]

☐ Yes  ☐ No

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

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

☐ Yes  ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007
11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007
VERIFICATION AND SIGNATURE

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

Signed at __Sacramento, CA_____, on __April 17, 2024__.

(Location)  

Martin Brothers Construction  

(Date)  

Signature: ___________________________  

Print name: ________Felipe Martin_________  

Title: __________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.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574  

DATE ADOPTED: July 31, 2007  

Minimum Qualifications Questionnaire  
Page 6 of 6
TITLE VI
Title VI Language

APPENDIX A
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

(5) **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

   (a) withholding of payments to the contractor under the contract until the contractor complies. and/or
   (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
FOLLOWING FORMS TO BE FILLED OUT AND SIGNED ONLY IF AWARDED CONTRACT
AGREEMENT
(Construction Contract Over $25,000)
Award Amount: $2,091,000.00

THIS AGREEMENT, dated for identification June 25, 2024, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation (“City”), and Martin Brothers Construction, 8801 Folsom Blvd, Suite 260, Sacramento, CA 95826 (“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
- 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 November 10, 2020 (Resolution No. 2020-0354), 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:

NINOS PARKWAY PHASE 2 PROJECT
(PN: KL5202000)

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 80 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

Form approved by City Attorney 6-23-23
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 $4,800 for each calendar day after the
Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily
injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

A. Minimum Scope & Limits of Insurance Coverage
(1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than two million dollars ($2,000,000) 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
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.

CONTRACTOR

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

BY
Félix Martín
Print Name
President
Title

BY
Gregory Meredith
Print Name
Secretary
Title
1000000017
DIR Registration #
68-0377885
Federal ID#
432-4701-4
State ID#
114797
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):

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

CITY OF SACRAMENTO
a municipal corporation

DATE 05/07/24

Original Approved As To Form:
Pat A. Cole
City Attorney

Form approved by City Attorney 6-23-23

BY
For: Howard Chan, Interim City Manager

Attest:

City Clerk
WORKER'S COMPENSATION CERTIFICATION

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

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
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: 05/07/14

Contractor

[Signature]

By [Signature]

(Rev. 5-8-91)
CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Public Works
Page 1 of 1

WHEREOFARS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Martin Brothers Construction, 8801 Folsom Blvd, Suite 260, Sacramento, CA 95826 as principal, hereinafter called Contractor, a contract for construction of:

NINOS PARKWAY PHASE 2 PROJECT
(PN: K15202000)

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

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

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety):
Western Surety Company, 151 N. Franklin St., 17th Floor, Chicago, IL 60606

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 NINETY ONE THOUSAND DOLLARS ($2,091,000.00), or 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 herein 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 herein 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 hereunder 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 7, 2024. To become effective 6/25/24.

Martin Brothers Construction

By: [Signature]

Title: Felipe Martin, President

Wiliarn Surety Company

By: [Signature]

Title: Sharon Smith, Attorney In Fact

Agent Name and Address: InterWest Insurance Services, LLC
8950 Cal Center Dr., Bldg 3, Ste. #200, Sacramento, CA 95826
Agent Phone: 916-609-8853 Renee Ramsey
Surety Phone: 916-867-2411 Robert Decker
California License #: 1901094 InterWest Insurance Services, LLC

ORIGINAL APPROVED AS TO FORM:

City Attorney
ACKNOWLEDGMENT

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

State of California
County of Sacramento

On May 7, 2024, before me, Kathleen Le, Notary Public, (insert name and title of the officer)

personally appeared Sharon Smith, 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 [Signature] (Seal)
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal hereinaf signed hereby make, constitute and appoint


of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha

On this 5th day of January, 2024, before me personally came Larry Kasten, to me known, who, being me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires March 2, 2026

M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of May, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, such to be considered the act and deed of the Company."

Go to www.cmasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Western Surety Company

of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety and Liability
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21st day of March, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21st day of March, 1975.

Fee $25.00
Rec. No. 61589
Filed 10-4-74

Wesley J. Kinder
Insurance Commissioner

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof; and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 30th day of October, 2006.

John Garamendi
Insurance Commissioner

By Pauline D'Andrea

Pauline D'Andrea
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: Martin Brothers Construction, 8801 Folsom Blvd, Suite 260, Sacramento, CA 95826 hereinafter called Contractor, a contract for construction of:

NINOS PARKWAY PHASE 2 PROJECT  
(PN: K15202000)  

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

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

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety): Western Surety Company, 151 N. Franklin St., 17th Floor, Chicago, IL 60606  
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 NINETY ONE THOUSAND DOLLARS ($2,091,000.00), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on May 7, 2024. To become effective 8/25/24.

Martin Brothers Construction  

By: [Signature]  
Title: Felipe Martin, President

Western Surety Company  

By: [Signature]  
Title: Sharon Smith, Attorney in Fact

Agent name and Address: InterWest Insurance Services, LLC  
8950 Cal Center Dr., Bldg #, Ste. 200, Sacramento, CA 95826  
Agent Phone #: 916-502-8383 Renee Ramsey  
Surety Phone #: 916-857-2411 Robert Deaner  
California License #: 0901094 InterWest Insurance Services, LLC

Effective 7-1-12
ACKNOWLEDGMENT

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

State of California
County of Sacramento

On May 7, 2024 before me, Kathleen Le, Notary Public, (insert name and title of the officer)

personally appeared Sharon Smith, 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)
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint


of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereeto affixed on this 5th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha

On this 5th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafter set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of May, 2024.

L. Nelson, Assistant Secretary

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnsurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Western Surety Company

of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety and Liability

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21st day of March, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21st day of March, 1975.

Fee $25.00

Rec. No. 61589

Filed 10-4-74

By

Wesley J. Kinder
Insurance Commissioner

Wallace W. Seales
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 30th day of October, 2006.

John Garamendi
Insurance Commissioner

Pauline D’Andrea

80
GUARANTEE

We hereby guarantee the Ninos Parkway Phase 2 (PN: K15202000) for 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: 05/07/24

Signed: [Signature]

Felipe Martin
Printed Name
Martin Brothers Construction
Company
8801 Folsom Blvd, Ste 260, Sacramento, CA 95826
Address

(Rev. 5-6-91)
BUSINESS OPERATIONS TAX CERTIFICATE

SACRAMENTO
Finance Department

Business Name: MARTIN BROTHERS CONSTRUCTION
Business Address: 20 LIGHT SKY CT
Owner: FELIPE MARTIN,
Type of Business: Contractors - Construction
Tax Classification: Gross Receipts
Expires: 12/31/2024
Mailing Address: AMY SPENCE
MARTIN BROTHERS CONSTRUCTION
8801 FOLSOM BLVD 260
SACRAMENTO, CA 95826-3250

114797
114797
TOTAL PAID: $5,004.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.

Martin Brothers Construction

Business name/disregarded entity name, if different from above:

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
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company
- Entertain tax classification (C=C corporation, S=S corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for Federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Address (number, street, and apt. or suite no.) See instructions. Sacramento, CA 95826

City, state, and ZIP code

List account number(s) here (optional)

Hoister's name and address (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 name to enter.

Social security number

Employer identification number

Part II Certification

Sarah the same manner: 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 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

Signature of U.S. person

Date 05/07/24

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 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.
2024 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: City of Sacramento

Payee Information

Payee: Martin Brothers Construction

Address (apt/st., room): 8801 Folsom Blvd, Ste 260

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

State: CA

Zip code: 95826

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&T) 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, 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 the 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

Our privacy notice can be found in annual tax booklets or online. Go to ftc.ca.gov/privacy to learn about our privacy policy statement, or go to ftc.ca.gov/forms and search for 1131 to locate FTB 113: EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.388.0505 and enter form code 948 when instructed.

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: Felipe Martin, President

Payee's signature: 

Telephone: 916-381-0911

Date: 05/07/2024

Form 590 2023
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: 05/07/24

Martin Brothers Construction

Name of Contractor
Felipe Martin

(Name of Contractor Representative)
President

(Authorized Officer & Title)
726454

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 the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
Woodruff-Sawyer & Co.
CJ California street, Floor 12
San Francisco CA 94111

CONTACT:
Name: WS Certificates
Phone: 844-972-6326
Fax: 415-988-8923
Email: certificates@woodruff Sawyer.com

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDL/SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X COMMERICAL GENERAL LIABILITY CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>7IPK19985400</td>
<td>10/1/2023</td>
<td>10/1/2024</td>
</tr>
</tbody>
</table>

LIMITS:
- EACH OCCURRENCE: $2,000,000
- DAMAGE TO RENTED PREMISES (Ex. occupancy): $100,000
- MED EXP (Any one person): $5,000
- PERSONAL & ADV INJURY: $2,000,000
- GENERAL AGGREGATE: $4,000,000
- PRODUCTS - COMPROP AGG: $4,000,000

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERMS 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.

DESCRIPTION OF OPERATIONS / LOCATIONS / USE OF VEHICLE (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)
Operations of the Named Insured subject to the terms, conditions and exclusions of the policy issued by the Insurance Company.

CERTIFICATE HOLDER:
City of Sacramento
915 I Street, Rm 2000
Sacramento, CA 95814

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
# ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violett-Sawyer &amp; Co.</td>
<td>Martin Brothers Construction</td>
</tr>
<tr>
<td>POLICY NUMBER</td>
<td>8601 Folsom Blvd, Suite 260</td>
</tr>
<tr>
<td>NAIC CODE</td>
<td>Sacramento, CA 95826</td>
</tr>
</tbody>
</table>

## ADDITIONAL REMARKS

**FORM NUMBER:** 25  
**FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

**INSURER AFFORDING COVERAGE:** Homeland Insurance Company of New York  
**POLICY NUMBER:** 7930128170000  
**EFF DATE:** 10/01/2023  
**EXP DATE:** 10/01/2024  
**TYPE OF INSURANCE:** Pollution Liability  
**LIMIT DESCRIPTION / LIMIT AMOUNT:** Contractors Pollution Liability $2,000,000  
Policy Aggregate Limit $4,000,000  
Deductible $5,000

**INSURER AFFORDING COVERAGE:** Arch Insurance Company  
**POLICY NUMBER:** 71PKG19995400  
**EFF DATE:** 10/01/2023  
**EXP DATE:** 10/01/2024  
**TYPE OF INSURANCE:** Hired Auto Physical Damage  
**LIMIT DESCRIPTION / LIMIT AMOUNT:** Actual Cash Value, minus applicable deductible  
Vehicles valued greater than $75,000  
Comprehensive $5,000  
Collision $2,500  
Vehicles valued less than $75,000  
Comprehensive $2,500  
Collision $2,500

**RE:** MBC Job #024-002  
**Job Name:** Ninos Parkway Phase 2 Project  
**Contract #:** K15202000

City of Sacramento, its officials, employees, agents and volunteers are included as Additional Insured as respects General Liability and Automobile Liability on a Primary and Non-contributory basis with a waiver of subrogation to the extent provided in the attached forms.

Notice of Cancellation applies with respects General Liability to the extent provided in the attached form.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under Covered Autos Liability Coverage, the Who is An Insured provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom Covered Autos Liability Coverage is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG1995400

Named Insured: MARTIN BROTHERS CONSTRUCTION INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2023
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph 8. of Section III – Conditions is replaced by the following:

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:

(1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.

(2) The insurance provided under this Coverage Part will not seek contribution from any other insurance available to an additional insured, provided that:

(a) The additional insured is a Named Insured under such other insurance;

(b) The additional insured is shown in the Schedule; and

(c) You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the “ultimate net loss” that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.
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

<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>ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.</td>
<td></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; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the person(s) or organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG1995400

Named Insured: MARTIN BROTHERS CONSTRUCTION INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-23

00 ML0087 00 11 10
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.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

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

SCHEDULE

PERSON OR ORGANIZATION

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-23 Policy No. 74WC11995400

Endorsement No. Premium $ INCL.

Insured MARTIN BROTHERS CONSTRUCTION

Insurance Company ARCH INDEMNITY INSURANCE COMPANY

DATE OF ISSUE: 10-11-23

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

A. Building Project Information:

Job Address: ____________________________
Contractor: ____________________________
Address: ____________________________

Engineering Estimate: ____________________
Phone: ____________________
Email: ____________________

B. Briefly describe the project:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

C. Materials Required to be Recycled

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

50% of all debris must be recycled

D. Material Management

1. How will C&D debris will be stored on the project site: _____ Mixed C&D _____ Source-Separated

2. Company to haul away debris: ____________________________

3. Facilities to receive debris: ____________________________
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 franchise 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 website. 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 website for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SRWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL Clean Wood Waste** (unpainted, untreated lumber, plywood and OSB), **Inert Materials** (concrete, asphalt paving, brick, block, and dirt), **Wooden Pallets**, **Scrap Metal**, and **Corrugated Cardboard** must be recycled.

- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.

- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.

- C&D Debris may not be burned or dumped illegally.

- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.

- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.

- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.
# C&D Debris Haulers & Facilities

## Certified Mixed C&D Facilities

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Phone</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>Company Name</th>
<th>Phone</th>
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</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>
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<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>
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## Recyclers*

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<tr>
<th>Recycler</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Bcil Marin</td>
<td>(916) 442-9080</td>
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<tr>
<td>C &amp; C Paper Recycling</td>
<td>(916) 920-2673</td>
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<tr>
<td>EBI Aggregates</td>
<td>(916) 372-7580</td>
</tr>
<tr>
<td>International Paper</td>
<td>(916) 371-4634</td>
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<tr>
<td>Modern Waste Solutions</td>
<td>(916) 447-6800</td>
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<tr>
<td>PRIDE Industries, Inc.</td>
<td>(916) 640-1300</td>
</tr>
<tr>
<td>Recycling Industries, Inc.</td>
<td>(916) 452-3961</td>
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<tr>
<td>Sacramento Local Conservation Corp</td>
<td>(916) 386-8304</td>
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<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>
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<tr>
<td>Elk Grove Waste Management, LLC</td>
<td>(916) 689-4052</td>
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<tr>
<td>Mini Drops, Inc.</td>
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<td>(916) 453-1400</td>
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<td>Western Strategic Materials, Inc.</td>
<td>(916) 388-1076</td>
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## Recovery Stations & Landfills

<table>
<thead>
<tr>
<th>Station Name</th>
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<tbody>
<tr>
<td>Eldcr Crock 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 Rooyolo Amorimia</td>
<td>(016) 462 0142</td>
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*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

Project address: 

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

<table>
<thead>
<tr>
<th>Date</th>
<th>Hauler</th>
<th>Material</th>
<th>Destination</th>
<th>Amount</th>
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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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NINOS PARKWAY PHASE 2 PROJECT
(PN: K15202000)

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Appendix E – CWTA Requirements

Appendix F - COVID 19 Notice
1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

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

The extension of the Ninos Parkway (trail) from its current terminus at San Juan Road north to the Parkebridge residential development. This work includes construction of a new Class I bike path (multi-use trail), construction of a box culvert, construction of a new pedestrian crossing at San Juan Road, removal and replacement of existing sidewalk and asphalt areas, and the installation of pavement markings, signals, and signs.

The improvements on San Juan Road include installation of crosswalk signal, flashing beacons, fiber optic cabling, speed radar feedback system, modifications to existing roadway median including installation of pedestrian refuge island, and installation of additional pavement markings and signs. Work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install the new signal and flashing beacon for the San Juan Road crossing as indicated on the Plan sheets and these Special Provisions.

1.2 SPECIFICATIONS

The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the City Standard Specifications of the City of Sacramento, adopted November 2020, referred to herein as "Standard Specifications" and any amendments. Reference is also made to the 2023 California Department of Transportation Standard Specifications (Caltrans Standard Specifications), referred to herein as "State Standard Specifications" and any subsequent updates and amendments. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications unless otherwise specified in these Special Provisions.

1.3 ORDER OF WORK

Upon City issuing the notice to proceed (NTP) with the construction the Contractor is expected to perform the following tasks:

- Submit Storm Water Pollution Prevention Plan (SWPPP) for City Approval
- Upload City-approved SWPPP on State SMARTS System, file Notice of Intent, and acquire WDID Number
• Submit construction schedule for City approval
• Provide material submittals for City approval
• Order long lead items such as electrical items, speed radar system, handrailings and signage and provide order copies to the City
• Coordinate work activities, relocations and installations at San Juan Road with utility owners
• Coordinate work activities within the San Juan Ditch with Reclamation District 1000 before starting work in the ditch, including scheduling of geotechnical engineer to confirm soil bearing pressure after excavation
• Submit a Temporary Channel Diversion Plan and Dewatering Plan before beginning activities in the San Juan Ditch (B-Drain).
• Submit shop drawings for City approval per Section 5-1.23B(2) - “Shop Drawings” of the State Standard Specifications and these Special Provisions.

Contractor will arrange for acquisition of the electrical materials as the first order of work. This will include coordination and scheduling of the delivery and storage of City furnished materials as well as the ordering of any additional equipment to complete electrical work. Contractor shall install the SMUD service pedestal at the earliest convenience and coordinate for City electrical inspection and power connection by SMUD.

Construction activities within San Juan Ditch shall be restricted to periods of low rainfall and periods of dry weather per the California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement, see Appendix A, “Environmental Permits”.

1.4 COMPLETION TIME

The time limit for the completion of all items of work is Eighty (80) working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of Four Thousand Eight Hundred Dollars ($4800.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of Eighty (80) working days.

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

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer’s orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The City may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The City does not make a working day adjustment for the suspension.
1.5 TIME OF AWARD

Section 3-2, "Time of Award," of the Standard Specifications is hereby amended for this project. Time of Award for this contract shall be made within Sixty (60) calendar days after opening of the proposals to the lowest responsible bidder.

1.6 PROVIDING BONDS AND SURETY

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

1.7 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

Requests for information regarding this procedure or other similar information, shall posted to the Project’s PlanetBids listing’s Questions & Answers (Q&A) tab or directed to Avtar Banwait of the Department of Public Works, Engineering Services Division, Aabanwait@cityofsacramento.org.

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

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

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

To enter facility:

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

To exit facility:

- South on 28th Street
- East on C Street
- South on 29th Street
The Contractor shall be assessed an administrative penalty of $500 for each Contractor or subcontractor dump truck that uses 28th Street South of E Street to enter or exit the Bell Marine Co., Inc/ Harbor Sand and Gravel.

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

1.10 GOLD SHOVEL STANDARD PROGRAM
On July 20, 2018, the City of Sacramento became the first municipality in California to become a Gold Shovel Certified Community. As such, the City of Sacramento is highly encouraging its contractors bidding on City projects to become Gold Shovel Certified. The Gold Shovel Standard Certification was developed to ensure that hired contractors adhere to the safest excavation standards. To learn more about the Gold Shovel Standard certification process, please visit the following website: www.goldshovelstandard.org.

1.11 COMMUNITY WORKFORCE TRAINING REQUIREMENTS
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 this solicitation as Appendix E. A summary of the CWTA requirements is also provided in Appendix E. 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”) 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 represents that it will execute the Agreement to be Bound if selected.

1.12 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 Items” of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

1.13 EQUIPMENT TO BE SUPPLIED
All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.
All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

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

1.14 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor shall be available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:
2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.
3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from
the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

1.15 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.

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

- **Sacramento Municipal Utility District (SMUD)**
  Contractor shall contact Gretchen Hildebrand, Real Estate Services, SMUD, at (916) 732-5730 or gretchen.hildebrand@smud.org, at least two (2) months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured. Reference SMUD File #2020043 and notification #31981717. See also item 1.33, “Requirements for work near SMUD facilities”.

- **Western Area Power Administration (WAPA)**
  Contractor shall contact Natalie McAfee, WAPA, at (916) 597-8555 upon completion for verification of work. Contractor shall contact James Hill, WAPA Line Crew Foreman, at (916) 646-7324 at least ten (10) working days prior to working under the transmission lines. See also item 1.34, “Requirements for work near WAPA facilities”.

- **NBCComcast (Comcast)**
  Contractor shall contact Mark Duby, Network Project Manager, Construction, at mark_duby@cable.comcast.com, (916) 275-7911 to coordinate signal installation efforts at San Juan Road.

- **Verizon**
  Contractor shall contact Nicole Felley, at Nicole.felley@verizon.com, (916) 275-6924 to coordinate signal installation efforts at San Juan Road.

- **Consolidated Communications**
  Contractor shall contact Mike Smuin, Construction Manager at mike.smuin@consolidated.com, (916) 223-3525 to coordinate signal installation efforts at San Juan Road.

- **Reclamation District 1000 (RD1000)**
  Contractor shall contact Paul Devereux, RD1000, at (916) 417-4170 or pdevereux@rd1000.org, to obtain a Temporary Use Permit and to coordinate construction work activities and any work performed within the San Juan Ditch. Contractor to work with RD1000 during the preparation and installation phases of temporary creek diversion and dewatering efforts. Contractor shall notify Gabe Holleman, District Operations Manager,
707-249-6109, a minimum of 48-hours prior to commencement of construction. See also specification items “Requirements for work near RD1000 facilities” and “RD1000 temporary use permit and encroachment permit”.

- **City Traffic Signal and Street Lighting Maintenance Shop**
  Contractor shall notify Xavier Covarrubias, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at (916) 808-3719.

- **City Sewer and Drainage**
  Contractor shall notify Brett Grant, via Engineer, a minimum of five (5) working days before any sewer or drainage work begins at (916) 808-1413.

- **City Solid Waste Division**
  Contractor shall notify the Superintendent of Collection or Refuse Collection General Supervisor, at (916) 808-4952, a minimum of at least seven (7) calendar days prior to beginning work.

- **City Parking Division**

- **City Street Division**
  Contractor shall notify the Section General Supervisor, at (916) 808-6333, a minimum of at least seven (7) calendar days prior to beginning work.

- **Underground Service Alert**
  Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600 or 811, a minimum of three (3) working days prior to any excavation.

- **Regional Transit (RT)**
  Contractor shall contact the Regional Transit (RT) Dispatcher at (916) 321-2897 at least three (3) working days prior to working near bus stops and notify RT that traffic restrictions will be in effect and that bus stops may be affected.

- **Central Valley Regional Water Quality Control Board (CVRWQCB)**
  The Contractor shall coordinate with the Resident Engineer to notify CVRWQCB a minimum of at least seven (7) calendar days prior to beginning of any work, see Appendix A, “Environmental Permits”.

- **California Department of Fish and Wildlife (CDFW)**
  The Contractor shall coordinate with the Resident Engineer to notify CDFW a minimum of at least thirty (30) calendar days prior to beginning of any work and any needed surveys, see Appendix A, “Environmental Permits”.

The cost of coordination shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.
1.16 PROJECT SCHEDULING

The Contractor shall submit to the Engineer a practicable critical path method (CPM) 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 dependencies between different items of work, and identify the critical path or work features. The schedule of values (SOV) is submitted for use in determining progress payments. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

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

In addition to the CPM schedule, the contractor shall supply a three-week look ahead schedule at each weekly project coordination meeting. The three-week look ahead schedule shall detail all work anticipated to occur within the next 15 working days of the project.

The cost of project scheduling shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

1.17 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 ensure that utility services to customers in the project are maintained.
The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

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

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

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

1.18 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

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

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

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

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted again: 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 time during construction.

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

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

ERECTION OF SIGNS TO EXPEDITE PASSAGE OF VEHICLES
The Contractor shall erect such warning and directional signs as necessary or as directed by the Engineer for expediting the passage of public traffic through or around the Work and the approaches.

TRAFFIC CONTROL AND DETOUR PLAN
The Contractor shall submit a site-specific Traffic Control Plan (TCP) to the Engineer at the preconstruction meeting in accordance with Section 6-10 of the Standard Specifications. Revisions to the plan shall be submitted three working days prior to related work. A copy of the Traffic Control 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 Traffic Control Plan. The Traffic Control Plan shall be developed with the following parameters:

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

1. Working hours shall be between 7:00 AM and 5:00 PM Monday through Friday, unless otherwise approved by the Engineer.

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

3. Approved weekend work shall be limited to the hours of 8:30 am to 5:30 pm.
4. The Contractor shall furnish and install temporary stripes, and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the project during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

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

6. The time between the Contractor excavating the existing pavement and sidewalk and the placing the new pavement and sidewalk shall not exceed five (5) working days for any given location. If the Contractor fails to install pavement per these guidelines, the Contractor shall pay $750 per day as administrative penalty per City Code Section 12.12.070, for each day the work is being performed.

7. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

8. Prior to 9:00 A.M. and after 4:00 P.M., Monday through Friday, public traffic must have access to the number of lanes normally available at each location, unless otherwise approved.

9. If necessary, only one travel lane may be closed on San Juan Road to complete the proposed improvements adjacent to the travel way.

10. 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.

11. The Contractor shall abide by the City noise ordinance.

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

1.19 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-monomolithicly) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

The cost to provide and use slip-form machines for concrete construction shall be included in the bid items the Contractor deems appropriate and no additional compensation will be allowed therefor.

1.20 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING
The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor’s construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets.

The cost to provide traffic control and handling for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

1.21 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 submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public. No work will be permitted until the public has been notified.

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

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

1.22 EQUIPMENT LIST AND DRAWINGS SUBMITTALS
Equipment list and drawings shall be in accordance with Section 34-3 of the Standard Specifications and these Special Provisions.

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

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

All substitutions are subject to the approval of the Engineer.

The cost of equipment list and drawing submittals shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

1.23 PROOF OF COMPLIANCE WITH CONTRACT

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

1.24 RECORD DRAWINGS

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

The cost of providing record drawing shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

1.25 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, stumps, 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, stumps, pipe, maintenance holes, ditch boxes, or other buried structures or objects, as the Contractor deems appropriate and no additional compensation shall be allowed.

1.26 PAVEMENT CUTTING AND RESTORATION

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

No pavement cutting (sawcutting) 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\textquotedbl). The proper tools and equipment shall be used so that the pavement will be cut to a neat and straight line six inches (6\textquotedbl) 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 inches (12\textquotedbl) of the edge of existing pavement or lip of the curb and/or gutter, the existing pavement within these twelve inches (12\textquotedbl) shall also be removed.

Full compensation for furnishing all labor, materials, tools, and equipment for all work involved in pavement cutting and restoration shall be considered as included in the individual removal items.

1.27 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, 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\textquotedbl) 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.

**Required Tree Preservation Measures for City and Private Protected Trees:**

1. This project shall contract with a project arborist experienced with tree protection and construction that is required to:
   a. Attend the preconstruction meetings to approve of and inform contractors of all tree protection measures.
   b. Visit the site before and after demolition, grading and landscaping as well as at least twice each month during construction to ensure that tree protection measures are implemented and maintained.
   c. Be responsible for correcting any site conditions that may negatively impact the trees and revisit the site to ensure that corrective action was properly implemented.
   d. The project arborist shall report in writing to Urban Forestry all violations and tree protection failures along with corrective action taken and expected outcomes.
2. All concrete sidewalks and driveways shall be retained throughout construction to protect the roots and soil from the impacts of construction activities.
3. Right-of-way planters and City trees shall be separated from the construction site with a six-foot high chain link fence that shall remain throughout the duration of the project to protect trees and to prevent construction traffic from compacting the soil in the planters.
4. Construction trailers and port-a-potties shall be placed on existing hardscape or bridged over the tree protection zone or planter so as not to compact soil.
5. All excavation, grading or trenching within the dripline of a protected tree for the purpose of utility installation, constructing foundations, footings, sidewalks, curbs, gutters, or any other reason shall employ one of the following methods: Hydro-excitation, pneumatic excavation, or hand digging and shall be directly supervised by a Certified Arborist.
6. There shall be no excavation deeper than the existing excavation for sidewalks within the dripline of protected trees.
7. There shall be no grade changes or soil compaction within the dripline of protected trees.
8. There shall be no native soil, non-organic matter or structural soil added to the right-of-way planter.
9. Contact Urban Forestry before performing any of the following activities within the right-of-way planter and/or within the tree protection zone of protected trees: any regulated work as defined in SCC 12.56, including excavation, grade changes, trenches, root or canopy pruning, or boring.
10. The following is a list of activities that are prohibited within the right-of-way planter and/or tree protection zone of protected trees: pedestrian and equipment traffic that could compact the soil or physically damage roots, parking vehicles, equipment and/or port-a-potties, storing of soil, construction materials, petroleum products, water or building refuse, disposing of wash water, paint, cement, fuel or other potentially damaging liquids and any other activities that may have negative impacts on the trees and soil.
11. All trees shall be watered regularly according to the recommendation of the project arborist.
12. The contractor shall be financially responsible for any damage to City trees associated with the project. Accidental or negligent actions that damage City trees may result in a penalty. The monetary value of any such damages will be appraised by the City Urban Forester or his authorized representative and shall be expressed as the monetary equivalent of all labor and materials required to bring the tree in question to a state of comparable utility with regards to its condition and function prior to the beginning of the project.

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. The monetary value of any such damages will be appraised by the City Urban Forester or his authorized representative and shall be expressed as the monetary equivalent of all labor and materials required to bring the tree in question to a state of comparable utility with regards to its condition and function prior to the beginning of the project.

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

1.28 TREE TRIMMING

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

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

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

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

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.
Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, 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.

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

1.29 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

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

1.30 EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications. The Contractor shall be responsible for the implementation and maintenance of erosion, sediment and pollution control measures, otherwise known as Best Management Practices (BMPs) within the limits of the Work site and all areas impacted by the project at all times during the course of construction. Refer to the City of Sacramento Standard Specifications for additional information on responsibilities and scope of this bid item.

The costs associated for compliance with erosion and sediment control including, but not limited to, all water quality, erosion, sediment and pollution control measures deemed necessary by the Engineer shall be included in the various items of work the Contractor deems appropriate and no additional compensation shall be made.

1.31 HEALTH AND SAFETY

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

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

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

1.32 PERMITS AND STAGING AREA

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

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

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

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

1.33 REQUIREMENTS FOR WORK NEAR SMUD FACILITIES

The following notes pertain to work under or near Sacramento Municipal Utility District (SMUD) electrical facilities:

1. Under no circumstance shall any grading or construction activities be permitted within SMUD’s transmission line easements without the conveyance of rights from SMUD’s Real Estate Services department. Should the developer or their agents be found performing unapproved improvements, the developer may be responsible for returning the property to its original condition at their expense.
2. SMUD reserves the right to use any portion of its easement that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.

3. The project owner is responsible for assessing and mitigating the impacts due to electromagnetic induction on its facilities because of constructing and operating those facilities within proximity to SMUD's high voltage transmission lines.

4. The project owner is responsible to ensure that all above ground metallic facilities proposed within the SMUD transmission easement be properly grounded.

5. It is SMUD's policy that light standards placed within SMUD’s easement shall be no taller than 15 feet above finished grade and be offset 15 feet from the conductor plumb line.

6. There shall be no long-term staging or storage of construction materials within the SMUD easement, such materials shall be removed from the easement at the completion of the project. Any material stored within the easement will be moved expeditiously upon request by SMUD.

7. All excavations within 25 feet of any structure may require the submittal of construction procedures, drawings, calculations, and shoring plans reviewed and stamped by a licensed California Civil or Geotechnical Engineer. Excavations having a depth exceeding 10 feet and within 50 feet of any structure may also require the submittal of same. In some locations and for some projects a geotechnical report, stamped by a licensed California Geotechnical Engineer may also be required. All excavation work within 25 feet of any structure shall be performed in the presence of a SMUD Inspector, see item 15 for contact information.

8. Construction activities within 25 feet of transmission structures may require the presence of a SMUD inspector onsite prior to the beginning of any work in that area, for contact information see item 15 below for contact information.

9. The stockpiling of construction spoil within the SMUD transmission easement is prohibited.

10. There shall be no storage of fuel or combustibles and no fueling of vehicles within the SMUD easement.

11. It is SMUD's policy that trees and bushes planted within SMUD’s easement shall be no taller than 15 feet at maturity and shall be planted 15 feet offset from the conductor plumb line. SMUD reserves its right to trim trees located within its easement and trees that are located outside of its easement that may pose a hazard to the reliable operation of the transmission lines.

12. Sprinkler systems placed within the easement shall not spray water directly onto the tower foundations.
13. All personnel and equipment performing work within SMUD's easement shall obey OSHA and Cal-OSHA requirements for minimum approach distances to energized lines at all times.

14. Project owner is responsible for ensuring that any subcontractor performing work in the SMUD easement is aware of and abides by these conditions.

15. For additional information please visit our website and review our Guide for Transmission Encroachment

The cost of requirements for work near SMUD facilities shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

1.34 REQUIREMENTS FOR WORK NEAR WAPA FACILITIES

The following notes pertain to work under or near Western Area Power Administration (WAPA) electrical facilities:

1. Contact Mr. James Hill, Line Crew Foreman II, at (916) 646-7324 (office) or (916) 275-9279 (cell), at least 10 days prior to working under the transmission lines.
2. Move or remove any objects interfering with maintenance activities, caused by City of Sacramento operations, as requested by WAPA. WAPA is not liable for any damage caused to the FACILITY when patrolling or performing maintenance on the transmission line.
3. Trees or vegetation within the easement shall not exceed twelve (12) feet in height at maturity.
4. Light standards shall not exceed twenty-three and one half (23.5) feet in height (including base and pole). In addition, do not place light standards directly under the transmission line conductors (wires) and make field adjustments as necessary.
5. Equipment with booms or arms used within the easement area shall maintain a minimum clearance area of fifteen (15) feet from the overhead power lines. Equipment includes, but not limited to, backhoes, front-end loaders, cranes or other equipment.
6. No temporary or permanent above ground structures shall be placed within WAPA’s easement.
7. Utilize water trucks while earth moving equipment is in use to prevent dust contamination on the transmission line insulators.
9. In order to maintain adequate support and access to WAPA’s structures and foundations, City shall maintain a minimum offset radius of thirty (30) feet from the center of each tower.
10. Do not appreciably change the character of existing topography.
11. Any metal monument signs, fences and gates shall be grounded in accordance with applicable safety codes. City grounded items shall not be bonded to WAPA’s towers or tower grounding system.
12. WAPA should be contacted at (916) 597-8555 (Natalie McAfee) upon completion, for verification of work.
The cost of requirements for work near WAPA facilities shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

1.35 ENVIRONMENTAL PERmits REQUIREMENTS

The Contractor's attention is directed to Appendix A, “Environmental Permits” which includes environmental permits’ requirements for the Project. The permits include: Central Valley Regional Water Quality Control Board (CVRWQCB) – 401 Water Quality Certification and Order and California Department of Fish and Wildlife (CDFW) – 1602 Streambed Alteration Agreement.

The Contractor shall be responsible for and ensure permit compliance with all construction associated mitigation measures, notification requirements, monitoring and utilization of Best Management Practices (BMPs) and good site management housekeeping practices. The Contractor shall coordinate with the engineer and the City’s Designated Biologist to provide timely notifications as required.

Prior to any work, Contractor’s workforce shall attend an on-site presentation conducted by the City’s Designated Biologist that includes a discussion of the biology and general behavior of species that may be present, measures to be taken if discovered and penalties for any violations.

Full compensation for conforming to the requirements of the environmental permits and Standard Specifications shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

1.36 REQUIREMENTS FOR WORK NEAR RD1000 FACILITIES

The following notes pertain to work on or near Reclamation District 1000 (RD1000) drainage facilities:

- Earthwork operations for fill placed against the levee or within 10-feet landside of the levee prism shall comply with RD1000 standards, SS-2.6 for Non-Project Levee Embankment Backfill.
- For work within 20-feet of the levee toe, inspection plans are required with defined inspection hold-points for all excavation and backfill work with levee and landside zone, including trench excavation, bedding and backfill. All work shall comply with RD1000 standard specifications for levee construction.
- Construction activities shall occur in coordination with RD1000 and shall not interfere with RD1000 maintenance or emergency operations.
- See Appendix C, “Reclamation District No. 1000 (RD1000) Provisions” for additional information on RD1000 design and construction requirements.

The Contractor's attention is also directed to the requirements in Appendix B, “RD1000 Temporary Use Permit & Hold Harmless Agreement and Encroachment Permit” of these Special Provisions.
The cost of requirements for work near RD1000 facilities shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefore.

1.37 RD1000 TEMPORARY USE PERMIT AND ENCROACHMENT PERMIT

The Contractor shall obtain and submit a copy of an executed Temporary Use Permit and Hold Harmless Agreement (Temporary Use Permit/TUP) obtained from RD1000 (Paul Devereux, 916-922-1449, pdevereux@rd1000.org), to the Engineer prior to any Work. The City has obtained an RD1000 Encroachment Permit.

The Contractor shall pay any applicable fees and the deposit due at the time of TUP application submittal and shall comply with all RD1000 requirements in the RD1000 Encroachment Permit and TUP in prosecution of the Work. Sample copies of the Temporary Use Permit and Hold Harmless Agreement (TUP) and Encroachment Permit are included in the Appendix B, “RD1000 Temporary Use Permit and Hold Harmless Agreement (TUP) and Encroachment Permit”.

Full compensation for conforming to the requirements of the RD1000 permits, including the cost and deposit of the temporary use permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.
2. ROADWAY ITEMS OF THE BID PROPOSAL

ITEM NO. 1 - MOBILIZATION
This item consists of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of Work. No additional compensation for delay or remobilization will be allowed.

Payment for Mobilization shall be made per Section 9-1.16D of the State Standard Specifications.

ITEM NO. 2 - PRECONSTRUCTION PHOTOGRAPHS
Preconstruction photographs shall conform to Section 11 of the Standard Specifications.

Payment shall be at the lump sum price bid based on project completion and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilizing the contractor for work as shown on the Plans, as specified in these Special Provisions, State Standard Specifications and as directed by the Engineer.

ITEM NO. 3 - TEMPORARY CREEK DIVERSION SYSTEMS
This item includes specifications for constructing, maintaining, and removing temporary creek/channel diversion system (TCDS), as well as restoring channel to original condition or that shown on the plans. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location. Contractor is responsible for designing and implementing the identified diversion system, including the size of the diversion pipe(s). Expect the need for pumping to dewater portions of the site. The Contractor’s attention is also directed to requirements in the Environmental Permits in Appendix A, “Environmental Permits”.

A temporary diversion/dewatering plan must be prepared for this project. Obtain approval for the temporary diversion/dewatering plan before starting work. The temporary diversion/dewatering plan needs to be reviewed and approved by the Engineer and necessary permitting agencies. The Contractor is responsible for preparing and submitting the diversion/dewatering plan to the Engineer and permitting agencies. All diversion and dewatering activities, including but not limited to materials, discharges, means and methods, etc., must comply with permits, licenses, agreements, and certifications (PLAC). No work inside the channel can begin prior to acceptance of this submittal. Your diversion/dewatering plan must be stamped and signed by a licensed civil engineer in the state of California. Within 10 days after receiving notice that the Contract has been approved, submit your Temporary Channel Diversion System Plan (TCDSP). The TCDSP must include:
• Installation and removal process, including equipment, platforms for equipment, and access locations.
• Anticipated flow rates.
• Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
• Plans showing locations of diversion, including layouts, sections, and elevations.
• Materials proposed for use, including MSDS if applicable.
• Operation and maintenance procedures for the TCDS.
• Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
• Monitoring and reporting plan to ensure applicable water quality objectives are met.
• Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
• Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.
• Show all temporary access roads, ramps, and other pertinent features used to construct the project and the TCDS inside top of bank.
• Volumes (in cubic yards) of all temporary earthwork including but not limited to pads, access roads/ramps, etc.
• Other requirements listed in the PLACs.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDS within 5 days of receiving the comments. The Department's review resumes when a complete TCDS has been resubmitted. All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

Construction, use and removal of the TCDS is restricted to the permitted time period. At the end of this period, remove TCDS, restore the channel to original flow condition or that shown on the plans. No work is allowed within the stream except during the restricted time period.
Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS. Remove vegetation to ground level and clear away debris. Place temporary or permanent fill as allowed by PLACs and your approved TCDS plan. Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rainfall in the project area. Stop all work and remove all material and equipment from the channel between upstream and downstream cofferdams if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS. If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the channel bed. The TCDS must be
watertight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered. Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams. Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam. Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water. Repair TCDS within 24 hours after the damage occurs. Prevent debris from entering the TCDS and receiving water. Remove sediment deposits and debris from the TCDS as needed.

When no longer required, remove all components of TCDS. Return the channel bed and banks to the original condition or that shown on the plans. Do not excavate the native channel material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the TCDS with an approved material according to section 19-3.02C. Maintain the original line and grade of the channel bed.

Payment for this bid item is at lump sum price and does not adjust for an increase or decrease in the quantity of temporary dewatering/diversion systems or the number of times the temporary dewatering/diversion systems are installed or removed. All work associated with the TCDS including but not limited to preparation, submittals, obtaining approvals, design, construction, removal, operation, maintenance, incidentals, and restoring the channel due to impacts associated with the TCDS is paid under the bid item for the TCDS.

**ITEM NO. 4 - CLEARING AND GRUBBING**
Clearing and grubbing shall conform to Section 12 and 13 of the Standard Specifications and these Special Provisions. The removal of the existing roadway pavement, base, native material, curb, gutter and sidewalk shall be part of the individual removal bid item and shall not be paid for under this item. This work also includes the removal and disposal of the tree stump shown on the plans.

The removal of the existing tree stump at the San Juan Road crossing is included as part of this bid item. The tree stump to be removed is located on the north side of the roadway, near the proposed project improvements around Project Station 11-00.

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

**ITEM NO. 5 - STORM WATER POLLUTION PREVENTION PLAN**
Storm Water Pollution Prevention Plan (SWPPP) includes full compensation for furnishing all labor material, tools, equipment, and incidentals for preparing the storm water pollution prevention plan (SWPPP) and doing all the work involved in preparing, obtaining approval of, amending the
SWPPP, obtaining a National Pollutant Discharge Elimination System (NPDES) general permit, preparing a Construction Site Monitoring Program (CSMP) and a Sampling and Analysis Plan (SAP), water quality monitoring and sampling, daily sampling, monthly reporting of sampling results, monitoring and inspecting water pollution control (WPC) practices and, shall conform to the provisions in Section 13, "Water Pollution Control," and Section 13-3, "Storm Water Pollution Prevention Plan," of the State Standard Specifications, Section 16 of the City Standard Specifications and these Special Provisions. The Contractor's attention is also directed to requirements in Appendix A, "Environmental Permits".

This project falls under the requirements of Risk Level 2.

**Dust Control**
The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.

**Erosion, Sediment, and Pollution Control**
The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable:

a. Filter Bags in and Gravel bags around any storm drain inlets, which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.

b. Covering of material piles and/or gravel berms (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.

c. Gutter flowlines are to be kept unimpeded and free of soil, debris and construction materials at all times.

d. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.

e. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.
f. Wash water, slurry and sediment from concrete or asphalt sawcutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

a. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean-up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

b. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

c. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

d. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system. If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.
e. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento’s Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available online or at the City of Sacramento Department of Utilities (1395 35th Avenue, Sacramento, CA 95822).

f. Storm Water Pollution Prevention Plan (SWPPP): This project is covered under the State Water Resources Control Board (SWRCB) General Permit for Storm Water Discharges Associated With Construction Activity (“General Permit”). The General Permit is issued by the SWRCB and is enforced by the Central Valley Regional Water Quality Control Board (Regional Board). Failure to comply with the requirements of the General Permit could result in significant daily fines. General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the State Board. **The Contractor will be responsible for filing the NOI and paying applicable fees.** The General Permit also requires inspection of erosion and sediment control measures before, during, and after storm events.

The SWPPP shall be prepared in accordance with the General Permit. The SWPPP must be prepared and signed by a certified Qualified SWPPP Developer (QSD). The SWPPP shall be submitted to the City for review and acceptance and implemented by the Contractor before work commences. The Contractor will not be allowed to mobilize until the plan is accepted. The SWPPP must be kept on site at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. Individuals responsible for the implementation of the SWPPP shall be certified Qualified SWPPP Practitioners (QSP), and the SWPPP shall document all certifications. This includes those personnel responsible for the use, installation, inspection, maintenance, and repair of Best Management Practices (BMP’s).

By June 15th of each year, the Contractor shall submit an annual certification to the Engineer stating conformance with the requirements governing the Permit. If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 15 days of identification of non-compliance.
Enforcement
Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State’s Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City’s costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

Any fines, including third-party claims, levied against the City as a result of Contractor’s non-compliance are the Contractor’s sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals for doing all the work involved in filing NOI and paying applicable fees, preparing and implementing the SWPPP, including providing a WPC manager, storm water sampling and analysis days, rain event action plans, and Storm Water Annual Reports, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 6 - ROADWAY EXCAVATION AND GRADING
Roadway excavation and grading (Excavation and Grading) shall conform to Section 14 of the Standard Specifications and these Special Provisions. This item shall also include the grading behind and adjacent to the proposed bike path necessary to match the existing grades and improvements.

This work shall include excavation and grading necessary to construct the proposed bike path section, side slope grading, curb and gutter, walkways and plazas, and shall include finish grading to match the back of shoulder to surrounding grade using a maximum 2:1 slope per the construction plans. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.
The Contractor shall exercise extreme care to avoid damaging the curb and gutter lips, sidewalks, and planting areas during excavation operations. Gutter lips damaged by the Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer’s direction. The cost of repairs to damaged curb and gutter shall be considered the responsibility of the Contractor.

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

ITEM NO. 7 - STRUCTURE EXCAVATION

This item shall include excavation for the purpose of structure (box culvert and culvert wingwall) construction in accordance with the Plans and in conformance with these Special Provisions.

Excavation and grading shall conform to Section 14 of the Standard Specifications, State Standard Specifications, and these Special Provisions. This item shall include grading under the proposed culvert structure necessary to support structure construction. Should unsuitable materials be encountered below the grading plane of the structure excavation, attention is also directed to the requirements in “Unsuitable Material to Remove and Replace” of these Special Provisions.

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

Expect difficult excavations due to groundwater, saturated soils, rip-rap, buried manmade objects, treated wood waste, and other debris. Expect the need for dewatering and pumping inside the excavations.

Soils excavated from inside the San Juan Ditch (RD1000 B-Drain/B-Drain Canal) shall be properly stored on-site and disposed of, unless deemed suitable for backfill material in accordance with Section 14 specifications and all those requirements put forth by RD1000 design standards in Appendix C, “Reclamation District No. 1000 (RD1000) Provisions”.

Five (5) days prior to excavating for the retaining and head walls, notify the Engineer. After excavating for the walls, allow 10 days for each location for an inspection by the Engineer.

Payment shall be based on final pay [F] quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidental and for doing all work involved with structure excavation as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
ITEM NO. 8 - UNSUITABLE MATERIAL TO REMOVE AND REPLACE

Unsuitable material encountered below the grading plane in excavation areas. If directed, remove material below the bottom of the structure (box culvert and culvert wingwalls). Replace the material with Class 2 AB or other material as directed by the Engineer and in compliance with standard specifications sections 10 and 14, State Standard Specifications, and these special provisions. Special attention is directed to Appendix C, “Reclamation District No. 1000 (RD1000) Provisions”, RD1000 design standards SS-2.5 and SS-2.6.

The quantity shown in the Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased, or deleted as may be required by the Engineer. This item has been included in the proposal in anticipation of encountering unsuitable material. If no unsuitable material is encountered, then the quantity shown for this item will be deleted. Where unsuitable material is encountered, the Contractor shall notify the Engineer immediately for directions to proceed.

Payment shall be at the unit price bid per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with removal of unsuitable material and placement of suitable material as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - ROADWAY BACKFILL FOR STRUCTURE

This item shall include the placement of roadway fill material to surround the proposed culvert structure and support the construction of the proposed bike path over the culvert structure. This item includes strict requirements for materials used, in accordance with the design specifications set forth by RD1000.

This material used as roadway backfill is to adhere to the requirements noted in the Reclamation District 1000 (RD1000) Standard Specifications Sections SS-2.5 and SS-2.6, see Appendix C, “Reclamation District No. 1000 (RD1000) Provisions”.

Payment shall be made at the unit price bid per cubic yard in place and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in placing roadway backfill for structure as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - STRUCTURE BACKFILL

This item shall include the placement of structural backfill in accordance with the Plans and in conformance with these Special Provisions.

Structure Backfill is to be provided and placed in accordance with the requirements detailed in the RD1000 Standards Specifications Sections SS-2.5 and SS-2.6, see Appendix C, “Reclamation District No. 1000 No. (RD1000) Provisions”
Payment shall be made at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in the placement of structure backfill as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 11 - IMPORTED BORROW
Imported Borrow shall conform to Section 14 of the Standard Specifications and these Special Provisions. This item shall include all placement and compaction of fill necessary to construct the proposed path structure and support the culvert structure, including grading of shoulders and fill slopes at a 2:1 maximum (2:1 maximum for cut slopes), and grade to drain area at a 1% minimum to surround original grade.

Compaction to satisfy minimum requirements set forth in the City of Sacramento Standard Specifications Section 14-5. The relative compaction shall be at least ninety percent (90%), unless otherwise indicated.

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

ITEM NO. 12 - MAINTAIN EXISTING PLANTED AREAS
This work shall include all capping and reconfiguration necessary to existing irrigation systems in landscaping areas to maintain the existing planted areas and maintain continuity of irrigation systems at existing planted areas. Work shall conform with the direction outlined in Sections 35 and 36 of the Standard Specifications.

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

ITEM NO. 13 - DECOMPOSED GRANITE PAVING (3” DEPTH)
Decomposed granite paving (3” depth) shall be placed as shown on plans or as directed by the Engineer and shall conform with these Special Provisions.

Before beginning paving work, the Contractor shall submit to the Engineer, for approval, a sample of decomposed granite (DG) mix.

Decomposed granite shall be Gold Path Fines as available from Granite Construction Co., Felton Quarry, Felton, CA 95018, (831) 335-3445 or engineer approved equal.

i. Decomposed Granite: Material shall also conform to the following:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8”</td>
<td>100%</td>
</tr>
</tbody>
</table>
No. 4       85% - 95%
No. 8       70% - 95%
No. 16      50% - 60%
No. 30      25% - 35%
No. 200     10% - 20%

The yellow-brown color, inherent to Gold Path Fines type decomposed granite is a requirement for this material. The Contractor shall obtain the approval of the Engineer in writing of the decomposed granite he proposes to use prior to delivery to the site.

ii. **Sample:** Prior to placement of decomposed granite, the Contractor shall submit to the Project Engineer a sample of decomposed granite for use on this project for approval. No decomposed granite shall be placed prior to receiving the Project Engineer’s approval.

iii. **Installation:**

1. DG mixture shall be deposited in such a manner as to minimize the necessity for spotting, picking up, or otherwise shifting the mixture. The mixture shall be leveled by raking and compacted by use of light roller. The mixture shall not be screeded off or finished by floating. No steel tooling of edges shall be done.

2. The decomposed granite finished surface shall not vary more than one-half inch (1/2") in ten inches (10") from the required line, grade and cross-section. Any humps (not including crown) shall be re-graded, and depressions shall be filled, re-graded, and re-rolled.

3. Any excess decomposed granite in lawn or planting areas shall be removed. Decomposed granite mixed or contaminated with soil shall not be used or re-used.

4. All decomposed granite paved areas shall be a minimum of three inches (3") thick after rolling. Decomposed granite shall be spread evenly, watered to reach optimum moisture content, compacted to 95% relative density, and rolled to a smooth, solid, and continuous finished grade per the plans.

5. The finished surface of the paving shall be kept moist for five days. Broom with a steel-bristle broom within 24 hours after placement to remove cement mortar film on the exposed surface and to fill cracks. Broom the surface daily for four (4) additional days, filling cracks each time.

**Payment** shall be at the unit price bid per square foot for decomposed granite paving (3” depth) and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in placement of decomposed granite material as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 14 - WOOD MULCH**

This item shall include all work necessary to place wood mulch at the designated areas on Project plans. Wood Mulch shall conform to Section 35-8 of the Standard Specifications and be placed with a 4” depth. Mulch shall be large walk-on cedar bark, fibrous in nature, one-inch (1") minimum to four-inch (4") maximum in length or Douglas Fir Walk on Bark. Fibrous and or gorilla hair bark
mulch is not acceptable. Contractor shall submit a mulch sample to the Engineer or Landscape Architect for approval at least forty-eight (48) hours prior to installation.

Weed Control shall conform to Section 35-6 of the Standard Specifications and is the responsibility of the Contractor. Weed Control must be performed prior to placement of wood mulch, per Standard Specifications.

Payment shall be at the unit price bid per cubic yard of wood mulch placement and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in placement of wood mulch material as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. No payment will be furnished for the application of weed block or herbicide, this item is the responsibility of the Contractor.

ITEM NO. 15 - HYDROSEED

Hydroseed shall consist of furnishing materials, preparing and hydroseeding with native grass and wildflower seeds areas as shown on the plans, all disturbed bare ground areas not covered by asphalt concrete, concrete, decomposed granite, or other improvements after construction, as directed by the Engineer, and shall conform with Sections 10 and 35 of the City Standard Specifications, Section 21 of the State Standard Specifications, and these the Special Provisions.

The contractor shall coordinate with the Engineer to determine exact limits and areas to be hydroseeded, do not hydroseed swales. The contractor shall be responsible for establishment of hydroseed mix.

Seed Mix (Type 2): See mix design and sequence below. Available from Pacific Coast Seed, contact Mary Frey (925) 373-4417. Apply hydroseed per manufacturer’s recommendations.

In addition to the seed mix, this item shall include compost, incorporate materials, fiber and tackifier which shall conform with Section 21 of the State Standard Specifications.

<p>| SEED MIX |
|------------------|------------------|------------------|
| Common Name (Botanical Name) | Percent Germination (Minimum) | LB Pure Live Seed Per Acre (slope measurement) |
| Annual Lupine (Lupinus Bicolor) | 85 | 8.71 |
| Beardless Wild Rye (Elymus Triticoides) | 80 | 7.26 |</p>
<table>
<thead>
<tr>
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<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Blue Wildrye</td>
<td>85</td>
<td>6.53</td>
</tr>
<tr>
<td>(Elymus Glauces)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common Fiddleneck</td>
<td>65</td>
<td>3.79</td>
</tr>
<tr>
<td>(Amsinckia Intermedia)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>California Mugwort</td>
<td>40</td>
<td>0.16</td>
</tr>
<tr>
<td>(Artemisia Douglasiana)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deergrass</td>
<td>45</td>
<td>0.29</td>
</tr>
<tr>
<td>(Muhlenbergia Rigens)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrow Leaf Milkweed</td>
<td>65</td>
<td>8.18</td>
</tr>
<tr>
<td>(Asclepias Fascicularis)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purple Needle Grass</td>
<td>75</td>
<td>6.11</td>
</tr>
<tr>
<td>(Stipa Pulchra)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Winecup Clarkia</td>
<td>90</td>
<td>0.62</td>
</tr>
<tr>
<td>(Clarkia Purpurea)</td>
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<td></td>
</tr>
</tbody>
</table>

All seed produced in California only. Total = 41.60

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**HYDROSEED SEQUENCE**

<table>
<thead>
<tr>
<th>Sequence</th>
<th>Item</th>
<th>Material</th>
<th>Application Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description</td>
<td>Type</td>
<td></td>
</tr>
<tr>
<td>Step 1</td>
<td>Compost</td>
<td>Compost 98% Pass Through ¾” Screen or Smaller</td>
<td>500 CY/Acre</td>
</tr>
<tr>
<td>Step 2</td>
<td>Incorporate Materials</td>
<td>-----</td>
<td>12” Depth</td>
</tr>
<tr>
<td>Step 3</td>
<td>Hydroseed</td>
<td>Seed Seed Mix</td>
<td>41.6 LB./Acre</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fiber Wood</td>
<td>1000 LB./Acre</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tackifier Plant Based</td>
<td>Per Manufacturer</td>
</tr>
</tbody>
</table>

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

**ITEM NO. 16 - CLASS 2 AGGREGATE BASE (AB)**

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

This item shall include placing Class 2 aggregate base (AB) in the bike path section, and under the proposed curb, median (pedestrian refuge island), pavebacks, and sidewalk.
Compaction to satisfy minimum requirements set forth in the City of Sacramento Standard Specifications Section 14-7. The relative compaction shall be at least ninety five percent (95%), unless otherwise indicated.

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

**ITEM NO. 17 - ASPHALT CONCRETE (AC)**

Asphalt concrete shall be Type A, 1/2” maximum aggregate and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

Contractor shall allow 72 hours minimum for concrete curb/curb and gutter to cure prior to placement of adjacent asphalt concrete pavement.

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

**ITEM NO. 18 - REMOVE CONCRETE PAVEMENT**

This item shall include all work involved in the removal of concrete pavement (PCC) in accordance with the Plans, as specified in these Special Provisions and in conformance with the requirements of Section 13 of the Standard Specifications.

All existing pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans. Contractor shall remove the full pavement structure, including any base material.

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

Portland Cement Concrete (PCC) (Concrete) improvements, sidewalk, curb ramps, curb, curb and gutter, or other improvements, of various thickness, designated on the plans to be removed or which conflicts with the proposed improvements under this contract, shall be removed.

Concrete removal shown on the plans, or otherwise directed by the Engineer, shall be in accordance with the Standard Specifications. Actual limit of saw cutting and concrete removal shall extend to nearest score mark or joint. Adjacent to all areas of removal of curb and the gutter, a one-foot (1') minimum wide section of existing roadway pavement shall be saw cut and removed.
Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut in a neat line to a minimum depth of 0.17-foot with a power-driven saw before concrete is removed. All sawcutting, removing a portion of the existing concrete improvements, conforming to the proposed improvements, and disposal of removed and excavated materials, excavation and fill, and finish grading required to construct concrete improvements shall be included in this item of work.

Where concrete has been removed outside the roadway prism, the backfilled areas shall be graded to drain and blend in with the surrounding terrain.

Concrete to be removed which has portions of the same structure both above and below ground will be considered as concrete above ground for compensation.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in removing concrete pavement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 19 - STRUCTURAL CONCRETE
This item shall include the construction of all structural concrete structures including the box culvert, parapet, and culvert wingwalls. Concrete shall be placed in accordance with the Plans, as specified in these Special Provisions, in conformance with the requirements of Sections 10 and 20 of the Standard Specifications, and Caltrans Standard Specifications section 51.

Contractor shall allow 72 hours minimum for adjacent pavement areas to cure prior to placement of structural concrete, if applicable.

Payment shall be made at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in placing structural concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 20 - ARCHITECTURAL TREATMENT
This item shall include the application of architectural treatment on the face of proposed box culvert, parapet, and culvert wingwall structures in accordance with the Plans and in conformance with Caltrans Standards Specifications Section 51-1.03G and Section 78-4.04. Payment shall be made at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in furnishing architectural treatment as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 21 - BAR REINFORCING STEEL
Bar reinforcing steel shall be placed as shown on the Plans and conform to Section 21 of the Standard Specifications and these Special Provisions. This item shall include the furnishing of all
bar reinforcing steel in accordance with the roadway and structure Plans and in conformance with these Special Provisions.

Payment shall be based on final pay [F] quantity per pound and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in furnishing bar reinforcing steel as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 22 - REMOVE RETAINING WALL
Remove retaining wall shall be executed as shown on the Plans and conform to Section 13 of the Standard Specifications. This item shall include the removal of existing retaining wall systems, including foundations and posts as shown on Plans and in conformance with these Special Provisions. Contractor to use caution in removal of retaining wall and protect portion of existing retaining wall to remain in place.

Excess material is to be disposed of off-site at the expense of the Contractor.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in removing retaining walls as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 23 - RELOCATE CONCRETE RIP-RAP (CHANNEL)
Relocating concrete rip-rap (channel) shall be executed as shown on the Plans and conform to Section 13 of the Standard Specifications. This item shall include relocation of existing concrete rip-rap in accordance with the Plans and in conformance with these Special Provisions. The existing rip-rap identified for relocation (see Plans) will be removed, stored, and reused later in the Project, to protect the existing slopes.

Payment shall be made at the unit price per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in relocating concrete rip-rap as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 24 - ROCK SLOPE PROTECTION (150LB, CLASS III, METHOD B) (RIP-RAP)
Rock slope protection (150lb, Class III, Method B) shall be placed as shown on the Plans and conform to Section 72 Slope Protection of the Caltrans Standard Specifications, as well as match the shape / size of existing rip-rap onsite (150 LB., Class III, Method B). Rip-rap placed as part of this project will be loose-placed.

Payment shall be made at the unit price bid per cubic yard in place and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in
placing rip-rap as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 25 - DETECTABLE WARNING SURFACE
Detectable warning surface (truncated domes) shall be placed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications and conform to Section 73 of the Caltrans Standard Specifications.

Truncated domes shall be Armor Tile, ADA Solutions or approved equal. All truncated dome tiles shall be Cast in Place, Color Federal Yellow, Size per Plan. Truncated domes shall have a five (5) year written warranty.

Truncated dome tiles shall not be cut unless approved by the engineer prior to construction.

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

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental involved in installing detectable warning surfaces as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 26 - CONCRETE CURB AND GUTTER (PCC)
Concrete for proposed curbs and gutters shall be placed in accordance with the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10, 20 and 24 of the Standard Specifications and City standard drawing T-11. This item covers all types of curb encountered as part of this project, including rolled, vertical, barrier, median and retaining curbs. Where the rolled or vertical curbs being used calls for installation of gutter, this item is also included with this bid item. Saw cutting of existing pavement is also included as part of this bid item.

Contractor shall allow 72 hours minimum for adjacent pavement areas to cure prior to placement of minor concrete, if applicable.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental involved in placing concrete curb and gutter as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 27 - TEXTURED PAVING CONCRETE (PCC)
Concrete for proposed textured paving areas shall be placed in accordance with the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10, 20
and 24 of the Standard Specifications. Saw cutting of existing pavement is also included as part of this bid item.

Color pigments for integrally colored concrete must comply with ASTM C 979. The color for concrete (textured paving) must match color no. 30233 of AMS-STD-595A. Color concrete for textured paving by using internally pigmented concrete only. Concrete shall be stamped a brick pattern. A sample shall be submitted to the City prior to placement, for approval of pattern and color used.

Contractor shall allow 72 hours minimum for adjacent pavement areas to cure prior to placement of minor concrete, if applicable.

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

ITEM NO. 28 - SIDEWALK, CROSS GUTTER AND CURB RAMP CONCRETE (PCC)
Concrete for proposed sidewalk, cross gutter and curb ramp areas shall be placed in accordance with the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10, 20 and 24 of the Standard Specifications. Saw cutting of existing pavement is also included as part of this bid item.

Contractor shall allow 72 hours minimum for adjacent pavement areas to cure prior to placement of minor concrete, if applicable.

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

ITEM NO. 29 - REINFORCED CONCRETE SLAB
Concrete for proposed reinforced concrete slab sections across levee top areas shall be placed in accordance with the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10, 20 and 24 of the Standard Specifications.

RD1000 requirements for reinforced concrete slab include placement of 8” of Portland cement concrete over 6” of compacted aggregate base. PCC layer shall be reinforced with No. 8 reinforcing steel bars in both directions, as detailed in the plans on sheet C-4. Bar reinforcing steel is included as part of another bid item.

Contractor shall allow 72 hours minimum for adjacent pavement areas to cure prior to placement of minor concrete, if applicable.
Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in placing reinforced concrete slab as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 30 - REMOVE FENCE**

Remove fence shall be executed as shown on the Plans and conform to Section 13 of the Standard Specifications. This item shall include the removal of existing fencing, including post foundations, as shown on Plans and in conformance with these Special Provisions.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in removing fencing and wood posts, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 31 - REMOVE ROADSIDE SIGN POST**

Remove roadside sign post shall be executed as shown on the Plans and conform to Section 13 of the Standard Specifications. This item shall include the removal of roadside sign posts, including sign panels, as shown on Plans and in conformance with these Special Provisions.

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

**ITEM NO. 32 - INSTALL FENCE (WOOD POST AND CABLE)**

This item shall include the installation of fence (wood posts and cable) including post foundations, at proposed locations, as shown on Plans, City standard drawing S-400, Section 10-38 of the Standard Provisions and in conformance with these Special Provisions. Excavation for new posts and construction of concrete post foundations is also included as part of this bid item.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in installation of fencing, as well as construction of post foundations, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 33 - FURNISH SINGLE SHEET ALUMINUM SIGN (0.080" UNFRAMED)**

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

A sign material and installation submittal must be reviewed and accepted by the Engineer before fabrication and installation. The Contractor shall notify the Engineer two (2) working days prior
to the placement of the signs. The Contractor shall review the proposed sign location with the Engineer and a supervisor from the City’s Traffic Signs and Markings section prior to installation of the sign. The Engineer may make adjustments to the proposed sign location in the field.

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

Signs located at the side of the roadway shall have a minimum height of seven feet (7’) from the adjacent ground to the bottom of the sign, unless specified otherwise. The height of a combination of signs in the median, such as an R4-7 with an OM2-1H, shall be 18 inches from the top of the island to the bottom of the lowest sign (OM2-1H) with a maximum one-inch separation between the two signs.

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

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

B. Signal and Street Light Pole Mounting: Place a ¼-inch stainless steel banded strap and appropriate hardware at both top and bottom of each sign.

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

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

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

**ITEM NO. 34 - INSTALL ROADSIDE SIGN POST**

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

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

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

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

ITEM NO. 35 - PEDESTRIAN HANDRAILING
Pedestrian Handrailings shall be installed at the box culvert structure where shown on the Plans or
as directed by the Engineer and in conformance with Caltrans Standard Specifications section 83-2.
Contractor shall submit to the Engineer a detail sheet of the proposed handrail for approval
before construction.

Steel HHS members shall be ASTM A500 Gr. C, steel plates and bars shall be ASTM A36, anchor
rods shall be ASTM F1554 Gr. 36. The handrail shall be galvanized. Welding shall conform to
the requirements of the “Structural Welding Code” AWS D1.1 for steel. All exposed welds shall
be ground flush with adjacent surfaces.

Payment shall be based on final pay [F] quantity per linear foot and shall include full compensation
for furnishing all labor, materials, tools, equipment, and incidentals involved in constructing
pedestrian handrailings as shown on the Plans, as specified in these Special Provisions and as
directed by the Engineer. Payment for the Pedestrian Handrailings includes the concrete curb below
the railing. This includes but is not limited to the concrete, bar reinforcement, and anchor bolts.

ITEM NO. 36 - THERMOPLASTIC TRAFFIC STRIPE (RETROREFLECTIVE)
This item of work includes full compensation for: placing thermoplastic traffic striping of varying
details, colors, and widths. Where a detail includes retroreflective striping, the retroreflectivity is
considered included with this item and no additional payment will be allowed therefor.

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

Payment shall be at the unit price bid per linear foot and shall include full compensation for
furnishing all labor, material, tools, equipment, and incidentals involved with placing
thermoplastic traffic stripes (retroreflective) as shown on the Plans, as specified in these Special
Provisions and as directed by the Engineer.
ITEM NO. 37 - THERMOPLASTIC PAVEMENT MARKING (RETROREFLECTIVE)
This item of work includes full compensation for placing thermoplastic pavement markings of varying details, colors, and widths. Where a detail includes retroreflective pavement markings, the retroreflectivity is considered included with this item and no additional payment will be allowed therefor.

Thermoplastic traffic stripes and markings, both white and yellow, shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. All pavement marker details shall be in conformance with the California MUTCD (2014 edition).

Any traffic stripe or marking twelve inches (12") in width and wider shall be considered a pavement marking, including crosswalk and limit lines.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals involved with placing thermoplastic pavement markings (retroreflective) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 38 - REMOVE THERMOPLASTIC TRAFFIC STRIPE
This item of work includes full compensation for the removal of thermoplastic traffic striping of varying details, colors, and widths as shown on the Plans, these Special Provisions and in conformance with the requirements of Section 32 of the Standard Specifications.

Thermoplastic and preformed traffic stripes (4", 6", 8", 12") shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing traffic stripes shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

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

Measurement shall be by linear foot of traffic stripe removal. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch stripes.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in removing thermoplastic traffic striping as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 39 - PAVEMENT MARKER (RETROREFLECTIVE)
Pavement marker (retroreflective) shall be placed as shown on the Plans and conform to Section 32 of the Standard Specifications. This item shall include the installation of retroreflective
pavement markers, at proposed locations, as shown on Plans and in conformance with the Standard Specifications and these Special Provisions.

Markers installed shall be Type D or Type RY as indicated and resistant to impact and weather. See City standard drawing T-260 for required median pedestrian island nose markers and signs.

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

ITEM NO. 40 - REMOVEABLE BOLLARD

This item shall include the installation of removeable bollards at proposed locations, as shown on Plans and in conformance with the Standard Specifications and these Special Provisions.

Contractor to submit shop drawing for proposed removeable bollard to City for approval. Form to match City standard drawing T-231 for removeable bollard. Bollard material must be schedule 40 carbon steel and include a locking mechanism to secure bollard when in use. Contractor to confirm bollard placement locations with the Engineer prior to installation.

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

ITEM NO. 41 - RD1000 ACCESS CONTROL GATES

This item shall include the installation of access control gates at proposed locations, as shown on Plans and in conformance with RD1000 provisions and these Special Provisions.

Contractor to follow RD1000 standard drawing SD 9.0 for Single Pipe Gate, including details for Gate Hinge Assembly, Multi-Lock Assembly, and associated lock box and lock tab details. Each gate location to include a mounted OM4-1 sign (24”) facing the new trail. Contractor to verify proposed gate fit with existing field conditions and submit shop drawings to the City and RD1000 prior to fabrication and installation to confirm proposed gate details.

Payment shall be at the unit price bid per each gate location and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals involved in constructing and installing RD1000 access control gates, OM4-1 signs, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
3. ELECTRICAL ITEMS OF THE PROPOSAL

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install a pedestrian signal as indicated on the Plan sheets and these Special Provisions.

ELECTRICAL COST BREAK-DOWN

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

The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contract 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).

Install Electrical Service – quantity, and unit price ($/EA).
Install Traffic Signal and Streetlight Standards with Foundation – list each standard, quantity, and unit price ($/EA).

Luminaires – type (200-watt fixture, etc.), quantity, unit price ($/EA).

Install Traffic Signal and Pedestrian Displays – quantity and unit price ($/EA).

Install Pedestrian Push Button – quantity and unit price ($/EA).

Install Detector Loop – type (5’x5’, 6’x6’, etc.), quantity and unit price ($/EA).

Install Detector Lead-In Cable – quantity and unit price ($/LF).

Install Detector Handhole – quantity and unit price ($/EA).

Install Emergency Vehicle Detector System – quantity and ($/EA).

Install Traffic Signal Controller and Cabinet – quantity and unit price ($/EA).

Interconnect Cable – quantity and unit price ($/LF).

ITEM NO. 42 - PEDESTRIAN SIGNAL INSTALLATION

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

Contractor shall provide and install new pull boxes, conduit, conductors, detector cables, detector handholes, detector loops and pull ropes as shown in the plan sheets. Also, the Contractor shall install galvanized steel conduits and mounting brackets to bridge as indicated on the Plan sheets.

The City of Sacramento to furnish the traffic signal poles and anchor bolts as indicated in the Pole Schedule of the plan sheets. Contractor to furnish traffic signal poles as indicated on the plans sheets. The contractor shall pick up the traffic signal poles and anchor bolts at the City Corporation Yard and deliver to job site. The corporation yard is located at 918 Del Paso Road, Sacramento, California, 95834. Contractor is responsible to provide all machinery and labor to load, transport, and unload all city furnished equipment. Loading, transporting, and unloading of these items will be considered included in the price bid for this line item and no additional compensation will be allowed. The Contractor shall schedule the materials pickup with the City Inspector. Materials pickup shall be accomplished in the presence of the City Inspector. The Contractor is responsible for all damages that occur in connection with the pickup, transportation, storage and delivery of materials until the completion and final acceptance of work by the City. The traffic signal poles shall be installed on new foundations. Contractor to provide foundation and all machinery to install pole for a complete installation. Contractor is required to furnish and install all signage. Contractor shall install all City furnished equipment for a complete traffic signal installation.

The City of Sacramento is also furnishing the traffic signal displays, luminaires, mounting brackets, and hardware as indicated in the Pole Schedule of the plan sheets. The City furnished
equipment will be delivered from the Distributor to the Contractor's warehouse or to the City Corporation Yard. Contractor bid cost shall include the cost for picking up the City Furnished Equipment from the City Corporation Yard and delivered to the Contractors Facility. Contractor bid cost shall also include the cost for storing City Furnished Materials, if the materials are delivered to the Contractor's Warehouse. Contractors shall accept delivery of equipment, store until needed and install at the job location. Contractor shall install all City furnished equipment for a complete traffic signal installation.

The City of Sacramento to furnish the 332LS/2070LX traffic signal cabinet. The City furnished equipment will be delivered from the Distributor to the Contractor's warehouse or to the City Corporation Yard. Contractor bid cost shall include the cost for picking up the City Furnished Equipment from the City Corporation Yard and delivered to the Contractors Facility. Contractor bid cost shall also include the cost for storing City Furnished Materials, if the materials are delivered to the Contractor's Warehouse. Contractor shall install the cabinet on a new foundation. Contractor shall provide and install the new foundation. Contractor shall follow the City traffic signal "Turn On" process. Contractor to make all final wire connections and provide traffic control measures. Contractor shall terminate the 12-strand fiber optic cable on patch panel. Contractor to extend conduits, conductors, cables into the traffic signal cabinet.

City of Sacramento to furnish the Polara APS, Metered Service Pedestal, and GPS emergency vehicle system. The City furnished equipment will be delivered from the Distributor to the Contractor's warehouse or to the City Corporation Yard. Contractor bid cost shall include the cost for picking up the City Furnished Equipment from the City Corporation Yard and delivered to the Contractors Facility. Contractor bid cost shall also include the cost for storing City Furnished Materials, if the materials are delivered to the Contractor's Warehouse. Contractors shall accept delivery of equipment, store until needed and install at the job location. Contractor shall install and configure the Polara APS and GPS emergency vehicle system. Contractor shall provide new foundation for the metered service pedestal. Contractor shall make all coordination with SMUD with the service point and power hookup. All materials for the service pedestal shall meet SMUD requirements.

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.

**ITEM NO. 43 - COMMUNICATION CONDUIT INSTALLATION**

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the installation of interconnect from the new Pedestrian Signal to the existing traffic signal cabinet at San Juan Road and Truxel Road, San Juan Road and Fong Ranch Road, and San Juan Road and Bridgeford Drive as indicated on the Plan sheets and these Specifications.
Contractor shall provide and install new pull boxes, conduit, conductors, fiber optic cables thru existing and new conduits, fiber splice boxes and fiber patch panels. Contractor to make fiber splicing and terminations at all traffic signal intersections as indicated on the plan sheets.

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.

ITEM NO. 44 - SPEED RADAR INSTALLATION

Contractor to provide and install the Carmanah Speedcheck 15 speed radar. Contractor shall install and configure/test the speed radar system.

The speed radar feedback signs shall be installed on a new pole with new foundation and existing Type 15 pole, as indicated on the plan set. Contractor to provide all manpower and machinery to install radar feedback sign for a complete installation. Contractor is required to furnish and install all signage. Contractor shall provide and install all mounting brackets, hardware and equipment for a complete speed radar installation.

Contractor shall provide and install new pull boxes, conduits, and conductors as indicated on the plan sheets.

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.
4. ELECTRICAL PROVISIONS

The Electrical Provisions included below apply to all Electrical items.

4.1 CONDUIT MATERIAL

JM Eagle and PW Eagle are not acceptable conduit materials.

A. General – Schedule 40

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 34-11 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amain ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% ± 0.5% by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

Duct seal shall be installed on all conduits.

All new conduits starting/terminating in pull boxes shall have End Bells.

B. High Density Polyethylene (HDPE) Conduit

HDPE conduit shall be manufactured to UL 651A specifications, compliant with NEC Article 353, and Schedule 40, unless otherwise specified. HDPE conduit shall have high tensile strength-to-weight ratio, crush resistance, low coefficient of friction for directional drilling.

4.2 CONDUIT INSTALLATION

Conduit installation shall be in accordance with Section 34-11 of the Standard Specifications and as modified by these Special Provisions. "Jet-rodning" is not permitted.

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

Conduits shall be installed by trenching or directional drilling method.

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

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

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

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end of each workday. 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. 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 hole 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.

4.3 CONDUCTORS

Conductors shall be in accordance with Section 34-13 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 electrolyte 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 electrolights.

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.

4.4 COMMUNICATION EQUIPMENT

For the Niños Parkway Project, the City is providing the Network Switch and power supply by Cisco and surge suppressor power strip. Contractor to install City furnished equipment in the traffic signal cabinet for a functioning system.

4.5 DETECTOR CONDUCTOR LOOP

A. Loop Conductors

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

B. Loop Conductor Installation

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

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

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

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

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

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

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

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

2. **Inductive Loop Sealant**
   Only the following methods may be used for inductive loop sealant:

   **Asphaltic Emulsion and Sand Method**

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

   2) Dry 20 mesh sandblasting sand shall then be poured in and around the slot. A suitable and approved tool shall then be used to work the asphaltic emulsion up through the dry sand. The slot will then be inspected for any dry spots in the sandfill. Any dry sand spots will then be wetted with more asphaltic emulsion. More dry sandblasting sand shall then be added to the slot and the asphalt emulsion will again be worked up through the sand until a uniform mix of asphaltic emulsion and sand with no voids completely fills the slot to the level of the surrounding road surface. A final thin layer of sand will then be added to surrounding surface to absorb the excess asphaltic emulsion. The
traveled way may be opened to vehicular traffic immediately after installation of the asphaltic emulsion and sand loop sealant.

Hot-Melt Rubberized Asphalt Sealant Method
Hot-melt rubberized asphalt sealant shall conform to, and be installed in accordance with State Specifications Section 86-1.02W(4) and as directed by the Engineer.

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

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

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<th>Percentage Passing</th>
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<tbody>
<tr>
<td>#4</td>
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<td>#100</td>
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<td>#200</td>
<td>7%</td>
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The sand shall be uniformly mixed with six percent (6%) SC800 liquid asphalt conforming to Section 93 of the State Standard Specifications.

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

C. Abandonment of Loop Conductor

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

4.6 DETECTOR HANDDHOLES

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

4.7 DETECTOR LEAD-IN CABLE
Detector lead-in cable shall be "Canoga" Type 30003 or approved equal. Detector lead-in cable shall conform to the following Special Provisions:

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

Aluminum-polyester shielding shall be applied around the conductors.

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

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

1. Splices shall be made in pull boxes only. All splices to lead in cable shall be soldered. The ends of the splice shall then be inserted into an approved insulated spring type connector of the correct size. When detector cables and detector loops are initially installed, precautions shall be taken to ensure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalis and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables. All conductors and cables shall be installed and splices shall be made in a dry environment.

4.8 EMERGENCY VEHICLE DETECTOR SYSTEM – GPS PRIORITY CONTROL SYSTEM
For the Niños Parkway Project, the City is providing the GPS system by GTT Opticom. Contractor to install City furnished equipment for a functioning system. Contractor to Install, Configure and Test the GPS system per these Specifications. A representative from GTT Opticom shall configure and test the system.

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 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 be 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 shall be programmed as follows:

<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>
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<td>3</td>
<td>1 &amp; 6</td>
</tr>
<tr>
<td>Channel B</td>
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<td>3 &amp; 8</td>
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<tr>
<td>Channel B</td>
<td>6</td>
<td>6</td>
<td>4 &amp; 7</td>
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</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.

64
4.9 FIBER OPTIC

Fiber optic cable shall be Corning Altos All-Dielectric Gel-Free or approved equal. The Contractor shall use the following cable types as listed below or approved equal.

**Fiber Strand**

<table>
<thead>
<tr>
<th>Description</th>
<th>Part Number</th>
<th>Manufacturer</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Strand</td>
<td>012ZU4-T4F22D20</td>
<td>Corning</td>
<td>Per Plan</td>
</tr>
<tr>
<td>24 Strand</td>
<td>024ZU4-T4F22D20</td>
<td>Corning</td>
<td>Per Plan</td>
</tr>
<tr>
<td>48 Strand</td>
<td>048ZU4-T4F22D20</td>
<td>Corning</td>
<td>Per Plan</td>
</tr>
<tr>
<td>96 Strand</td>
<td>096ZU4-T4F22D20</td>
<td>Corning</td>
<td>Per Plan</td>
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</table>

**Fiber Patch Cable (OS2 Jumper)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Part Number</th>
<th>Manufacturer</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1m</td>
<td>040402G5120001M</td>
<td>Corning</td>
<td>OS2 Jumper</td>
</tr>
<tr>
<td>2m</td>
<td>040402G5120002M</td>
<td>Corning</td>
<td>OS2 Jumper</td>
</tr>
</tbody>
</table>

**Fiber Patch Panel for In-Cabinet Use**

<table>
<thead>
<tr>
<th>Description</th>
<th>Part Number</th>
<th>Manufacturer</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>48 strands</td>
<td>CCH-01U</td>
<td>Corning</td>
<td>High density cassette</td>
</tr>
<tr>
<td>96 strands</td>
<td>CCH-02U</td>
<td>Corning</td>
<td>High density cassette</td>
</tr>
<tr>
<td>144 strands</td>
<td>CCH-03U</td>
<td>Corning</td>
<td>High density cassette</td>
</tr>
<tr>
<td>288 strands</td>
<td>CCH-04u</td>
<td>Corning</td>
<td>High density cassette</td>
</tr>
</tbody>
</table>

Cable shall be all-dielectric, stranded loose-tube design with dry waterblocking for outdoor duct. Each fiber shall be distinguishable by means of color coding in accordance with TIA/EIA-598-B, “Optical Fiber Cable Color Coding.” The fibers shall be colored with ultraviolet (UV) curable inks. Buffer tubes shall be made from polypropylene. Each buffer tube shall contain a water swellable yarn or water blocking element for water blocking protection. The water-swellable yarn or water blocking element shall be non-nutritive to fungus, electrically non-conductive, and homogeneous. It shall also be free from dirt or foreign matter. This yarn or water blocking element will preclude the need for other water blocking material; the buffer tube shall be gel free. The optical fibers shall not require cleaning before placement into a splice tray or fan out kit. The buffer tube shall be manufactured to a nominal diameter of 2.5mm or 3.0 mm, regardless of fiber count, to reduce the number of required installation and termination tools.

Buffer tubes containing fibers shall be color coded with distinct and recognizable colors in accordance with TIA/EIA-598-B. Buffer tube colored stripes shall be inlaid in the tube by means of co extrusion when required. The nominal stripe width shall be 1 mm. Buffer tubes in a hybrid cable (cable containing more than one type of fiber) shall contain only one fiber type. Identification of fiber types in a hybrid cable shall correspond to fiber core diameter (or mode field diameter) from smallest to largest in accordance with TIA/EIA-598-B. Buffer tubes shall be stranded around the dielectric central member using the reverse oscillation stranding process. Two polyester yarn binders shall be applied.
contra helically with sufficient tension to secure each buffer tube layer to the dielectric central member without crushing the buffer tubes. The binders shall be non-hygroscopic, non-wicking, and dielectric with low shrinkage. Water swellable yarn(s) shall be applied longitudinally along the central member during stranding. For dual-layer cables, a second (outer) layer of buffer tubes shall be stranded over the original core to form a two-layer core. A water swellable tape shall be applied longitudinally over both the inner and outer layer. The water-swellable tape shall be non-nutritive to fungus, electrically non-conductive, and homogenous. It shall also be free from dirt and foreign matter. Cable shall be comprised of water-swellable yarns and/or tapes, dielectric strength members (as required), ripcord(s) and an MDPE jacket containing carbon black to provide ultraviolet light protection while inhibiting the growth of fungus.

Cable jacket shall be marked with the manufacturer’s name, month and year of manufacture, sequential meter or foot markings, a telecommunication handset symbol as required by Section 350G of the National Electrical Safety Code® (NESC®), fiber count, and fiber type. The actual length of the cable shall be within -0/+1% of the length markings. The print color shall be white, with the exception that cable jackets containing one or more coextruded white stripes, which shall be printed in light blue. The height of the marking shall be approximately 2.5 mm. Cable shall contain reverse oscillation lay (ROL) markings as needed. Cable shall have a storage temperature range of -40°C to 70°C, an installation temperature range of -30°C to 70°C, and an operating temperature range of -40°C to 70°C. Cable shall have a short-term tensile rating of 2700 N. No fiber strain shall occur over the service life of the cable when subjected to a maximum, long-term tensile rating of 890 N. Cable shall meet the functional requirements of Rural Utilities Service (RUS) 7 CFR 1755.900 and be fully compliant with ICEA S-87-640. Manufacturer shall be ISO 9001 and TL 9000 registered. Cable manufacturer shall have a minimum of 20 years in manufacturing optical fiber cable in order to demonstrate reliable field performance. Cable and fiber manufacturer shall be the same company to ensure long-term reliability of the cabled fiber and to ensure the availability of fully integrated technical support.

<table>
<thead>
<tr>
<th>Fiber Characteristics Table</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parameters</strong></td>
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<td>Cladding Diameter</td>
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<tr>
<td>Core-Clad Concentricity</td>
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<tr>
<td>Coating Diameter</td>
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<tr>
<td>Cladding Non-Circularity</td>
</tr>
<tr>
<td>Defined as: [1-(min. cladding dia) max. cladding dia.)]x100</td>
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<tr>
<td>Proof/Tensile Test</td>
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<tr>
<td>Attenuation @ 1310 nm</td>
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<tr>
<td>Attenuation @ 1,550 nm</td>
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<tr>
<td>Attenuation at the Water Peak</td>
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<td>Index of Refraction</td>
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<tr>
<td>Chromatic Dispersion</td>
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<tr>
<td>Zero Dispersion Wavelength</td>
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<tr>
<td>Characteristics</td>
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<td>Zero Dispersion Slope</td>
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<td>Maximum Dispersion</td>
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<td>Cut-Off Wavelength</td>
</tr>
<tr>
<td>Mode Field Diameter (Peterman II)</td>
</tr>
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<td></td>
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</tbody>
</table>

**A. Fiber Optic Cable Installation**

1. Contractor shall install all fiber optic cable per manufacturer’s recommendations and the City’s Plans and Special Provisions.

2. All splice work will be performed by City Approved Contractor. All patch panels and splice materials will be provided by City Approved Contractor.

3. The Contractor shall test all fiber optic cable spans after installation (Bare Fiber Testing). Testing results must be provided to the City Inspector. The City shall review test results and accept or reject the cable within 5 working days. If accepted by the City, and the Contractor shall submit a request to the City to perform splice work. If rejected, the Contractor shall replace the cable and retest.

4. The Contractor shall maintain a record of all sheath tootage markings for each cable span. Hard and soft copy of all records shall be provided to the City with test results along with the program to review the soft copy of the test results.

5. Existing fiber optic cable must be protected from damage. The Contractor shall contact the City Inspector twenty-four (24) hours prior to working near any existing city fiber optic cabling.

6. During installation, the tensile force shall not exceed 600 lbs. The Contractor shall use a break away swivel, or a slip-clutch capstan, set for less than 600 lbs. pulling tensile strength.

7. Installation procedures shall be in conformance with the procedures specified by the cable manufacturer for the specific cable being installed.

8. Fiber marking tags shall be installed on fiber optic cable in every pull box. The tags shall be non-adhesive, Hellermann-tyton 4” fiber optic marker, part number CMFO4 or approved equal.

9. During cable installation, the bend radius shall be maintained at a minimum of twenty times the outside diameter of the cable.

10. Fiber optic cable shall be installed without splices except where specifically allowed on the plans or described in these special provisions. The need and approval for unplanned splices shall be reviewed by the engineer. Unplanned splices will be done at no cost to the City.
11. The Contractor shall install Arnco Bull Line Part #WP12LC (with trace wire) or approved equal to the fiber optic cable.

**B. Fiber Optic Cable Testing (Bare Fiber Testing):**


1. The Contractor may test the fiber optic cable prior to installation but must test fiber optic cable after installation.

2. The Contractor shall test all fibers in the cable.

3. A continuity test using a power meter shall be used for 12 strand cables less than 200 feet. Power reading shall be provided with test results.

4. The Contractor shall use both a power meter test for continuity and an optical time domain reflectometer (OTDR) to test all other cable spans greater than 12 strands and longer than 200 feet. Proof of Calibration of all fiber optic test equipment may be requested by the inspector at any time and must be provided along with the test results.

5. The fiber cable shall meet or exceed ANSI/EIA/TIA – 568B.3 and the latest BICSI TDMM Standards.

6. Test Results shall include the following:
   a. Total fiber length
   b. Individual fiber traces for complete fiber length
   c. Losses of all anomalies
   d. Wavelength tested and measurement directions
   e. Manufacturer, model number and serial number of test equipment
   f. Name, signature and company technician/engineer
   g. Test Equipment Calibration Certificate for all fiber test equipment
   h. Test Date

7. The Contractor shall provide the test results to the City Inspector. If fiber cable fails to meet cable testing standards and are not approved by the City, the Contractor shall remove the failed fiber optic cable and replace with new fiber optic cable at no additional cost to the City. New fiber optic cable shall be tested according to cable testing requirements in these Special Provisions.

**4.10 LUMINAIRES FOR MASTARM TRAFFIC SIGNALS**

For the Niños Parkway Project, the City is providing the Luminaire. Contractor to install City furnished equipment for a functioning system.
A. Luminaire

Luminaires to be installed shall be specifically designed for LED use and rated for up to 100,000 hours of operation. Luminaires shall be designed to produce asymmetric distributions conforming to the Illuminating Engineering Society light pattern Type III unless otherwise specified. Luminaire shall utilize a heat sink to efficiently draw heat away from the LED chipset.

The units shall be suitable for two-inch (2") slip filter and mounting.

All new luminaires to be installed shall be inspected by the Engineer prior to installation. Luminaires shall be supplied without photo cell receptacles unless otherwise called for the Plans. All luminaires supplied with photo cell receptacles that will not be used shall be required to completely bypass the receptacle and a shorting plug shall be securely installed in the receptacle.

B. LED

The following luminaires are approved products for mast arm streetlights:

- EOI eLite Star SL3x-M LED Street light – model # ESU F A01 3M 032 40 M 700 (type 3 Distribution) – for general roadway lighting at 700ma.

The luminaire shall be type III with a minimum CRI of 70 and a CCT of 4000K, unless otherwise specified.

See “Equipment to be Supplied” section of this special provision for submitting approved equal products.

4.11 METERED SERVICE PEDESTAL FOR TRAFFIC SIGNAL

For the Niños Parkway Project, the City is providing the Metered Service Pedestal. Contractor to install City furnished equipment for a functioning system. Contractor to install the metered service pedestal on a contractor provided foundation.

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 34-6 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.

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

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

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

7. One solid copper neutral bus.

8. Incoming terminals (landing lugs).


10. Terminal strips for conductors within the cabinet.

4.12 PULL BOXES

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

All new pull boxes shall be set in place prior to pouring any new sidewalk.
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.

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.

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

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

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.

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

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.

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.

Locking Pull Box Security Lids for Street Lighting

1. No locking Security Lids shall be use on Pull Boxes containing traffic signal wiring.
2. All No. 5 and No. 6 Pull Boxes containing street light wiring shall have steel security lids with locking key bolts.
4. Security Keys shall be Bryce Fastener 1GBP50 or approved equal.
5. Lid shall be 1/4” thick minimum galvanized steel.
6. Lid shall be manufactured with slip resistant surface.
7. Lid shall be non-traffic rated, unless otherwise specified.
8. Lid shall be equipped with a lock mechanism which can be secured from the top of lid.
9. Lock bolt shall be recessed in 1-inch diameter circle
10. Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
11. No. 5 pull boxes shall have a single cam locking system or approved equal.
12. No. 6 pull boxes shall have a double cam locking system or approved equal.
13. Lid shall have a grounding lug.
14. Supply five sets of keys for the locks.
15. Supply two sets of lifting tools for the lid.
16. Lid shall be free of scratches, defects, and debris. Provided Lids shall be installed new.
17. Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids manufactured by Jensen MetalTech or approved equal. Approved equal includes Sipra Corp and Wesco Mr Steel.
   - #5 PB - LockLid 1324 Lid LL K-S TrxPlt Sac Glv;
   - #6 PB - LockLid 1730 Lid LL K-SD TrxPlt Sac Glv).
   - #5 PB Sipra Corp’s Lockjaw! Security lids
   - #6 PB Sipra Corp’s Lockjaw! Security lids
   - #5 PB WESCO’s Mr. Steel Security Security lids
   - #6 PB WESCO’s Mr. Steel Security Security lids
18. A steel welding plug shall be provided by the manufacturer to be inserted into the 1-inch diameter recessed lock

4.13 TRAFFIC SIGNALS AND FITTINGS

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

For the Niños Parkway Project, the City is providing the traffic signal displays and pedestrian displays. Contractor to install City furnished equipment for a functioning system.

C. Pedestrian Pushbuttons (ADA Compliant)

For the Niños Parkway Project, the City is providing the Polara APS. Contractor to install City furnished equipment for a functioning system.

D. Speed Radar System

The Speed Radar system shall be manufactured by Carmanah Traffic. The model is Speedcheck-15.

The Speed Radar system shall be provided with the following equipment:
   - AC-Powered
   - MUTCD Compliant LED Display
   - Single-direction, K Band Doppler radar
   - Carmanah Control Box Enclosure
   - Signage and Placards

The Speed Radar system shall be installed per plan set with manufactured approved mounting hardware.
4.14 TRAFFIC SIGNAL TURN-ON PROCESS

The traffic signal turn-on process is located at the following location in the category of “Traffic Signals and Streetlighting”:

https://www.cityofsacramento.org/Utilities/Development-Standards

4.15 TRAFFIC SIGNAL CABINET AND CONTROLLER SYSTEM – DELIVERY

The City of Sacramento to furnish the traffic signal cabinet. The cabinet will be delivered to the Contractor’s warehouse. Contractor to install City furnished equipment for a functioning system. Contractor to install the traffic signal cabinet on a new foundation. Contractor to provide the foundation.

4.16 TRAFFIC SIGNAL CABINET 332LS and 2070LX

The City of Sacramento to furnish the 332LS cabinet and 2070LX controller. Contractor is responsible to check to verify cabinet and controller is functioning correctly during installation and construction, prior to signal turn-on. Contractor to install City furnished equipment for a functioning system. Contractor to install the traffic signal cabinet on a new foundation. Contractor to provide the foundation.

4.17 WIRING

Wiring shall be in accordance with Section 34-15 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, alkalies, and adverse environmental conditions.

Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.
APPENDIX A

ENVIRONMENTAL PERMITS

1. Central Valley Regional Water Quality Control Board (CVRWQCB)
   - 401 Water Quality Certification and Order

2. California Department of Fish and Wildlife (CDFW)
   - 1602 Streambed Alteration Agreement
Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date: 17 November 2023
Expiration Date: 16 November 2028
Reg. Meas. ID: 4537345
Place ID: 889710
WDID No.: 5A34CR00878
USACE No.: Non-Reporting
NWP 14

Program Type: Fill/Excavation
Project Type: Bridges, Overpasses and Crossings
Project: Niños Trail Bridge Project (Project)
Applicant: City of Sacramento

Applicant Contact: Ofelia Avalos
City of Sacramento
915 I Street
Sacramento, CA 95814
Phone: (916) 808-7035
Email: oavalos@cityofsacramento.org

Applicant’s Agent: Amy Bakker
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Phone: (916) 858-0642
Email: abakker@dokkenengineering.com

Water Board Staff: Peter Minkel
Engineering Geologist:
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670
Phone: (916) 464-4684
Email: PeterG.Minkel@waterboards.ca.gov

Water Board Contact Person: If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (916) 464-3291 and ask to speak with the Water Quality Certification Unit Supervisor.
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I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of the City of Sacramento (hereinafter Permitee) for the Project. This Order is for the purpose described in the application and supplemental information submitted by the Permitee. The application was received on 14 July 2023. The application was deemed complete on 8 August 2023.

II. Public Notice

The Central Valley Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 4 August 2023 to 25 August 2023. The Central Valley Water Board did not receive any comments during the comment period.

III. Project Purpose

The purpose of the project is to create a pedestrian crossing over the B-drain canal and close a gap between two sections of the Niños Parkway Trail.

IV. Project Description

A pedestrian crossing will be constructed over the D-Drain Canal, a facility owned and operated by the Reclamation District (RD) 1000. The Project is needed to close a gap between two sections of the Niños Parkway Trail, which currently extends south to Garden Highway near River Gardens residential neighborhood. The proposed bridge structure consists of a double 10-foot by 6-foot box culvert with wingwalls.

The existing B-Drain Canal is concrete lined within the project area. A temporary water diversion will be implemented to allow for channel access and demolition of a section of existing revetments, temporarily impacting approximately 150 linear feet of the B-Drain Canal. Approximately 0.04 acres of the channel will be temporarily impacted to allow construction access to the proposed crossing. No riparian vegetation would be impacted, and temporary impacts would be limited to the temporal loss of marginal aquatic habitat during construction.

The Project is anticipated to have minor permanent impacts to the B-Drain Canal. Rock slope protection (RSP) will be relocated from the proposed crossing location to the north bank of the B-Drain Canal, which will have minor impacts to aquatic habitat. In addition, the new RSP will be placed in an 18-inch layer throughout the channel approximately 87 feet upstream (east) of the proposed bridge crossing.

The installation of a concrete box culvert within the existing concrete lining will also result in a minor permanent reduction of existing habitat. Construction of the concrete box culvert and associated RSP is anticipated to permanently impact approximately 0.06 acres of the B-Drain Canal.
V. Project Location

Address: Niños Trail at B-Drain Canal
County: Sacramento
Assessor’s Parcel Numbers: 225-0841-001-0000, 225-0170-026-0000, & 225-2460-009-0000
Nearest City: Sacramento
Section 13 & 18, Township 9 North, Range 4 & 5 East, MDB&M.
Latitude: 38.635° and Longitude: -121.484°
Maps showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan). The plan for the region and other plans and policies may be accessed at the State Water Resources Control Board’s Plans and Policies Web page (http://www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State

Total Project fill/excavation quantities for all impacts are summarized in Tables 1 and 2. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition.
Table 1: Total Project Fill/Excavation Quantity for Temporary Impacts\textsuperscript{1}

<table>
<thead>
<tr>
<th>Aquatic Resources Type</th>
<th>Acres</th>
<th>Cubic Yards</th>
<th>Linear Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stream Channel</td>
<td>0.04</td>
<td>770</td>
<td>30</td>
</tr>
</tbody>
</table>

Table 2: Total Project Fill/Excavation Quantity for Permanent Physical Loss of Area Impacts

<table>
<thead>
<tr>
<th>Aquatic Resources Type</th>
<th>Acres</th>
<th>Cubic Yards</th>
<th>Linear Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stream Channel</td>
<td>0.06</td>
<td></td>
<td>105</td>
</tr>
</tbody>
</table>

VIII. Description of Indirect Impacts to Waters of the State

The Central Valley Water Board recognizes the potential for indirect impacts to waters of the state associated with the Project. Project activities such as construction of the pedestrian bridge would create new impervious surfaces. This would result in an incremental reduction in the amount of natural soil surfaces available for infiltration of rainfall and runoff, potentially generating additional sediment runoff during storm events which could degrade the quality of receiving waters. However, with Avoidance and Minimization Measures, long-term project impacts to water quality are anticipated to be minimal.

IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order. According to the Permittee, the following measures will be in place during construction activities to avoid, reduce, and minimize impacts to waters of the state:

Best Management Practices (BMPs) will be incorporated into Project design and Project management to minimize impacts on the environment including erosion and the release of pollutants (e.g., oils, fuels):

- Exposed soils and material stockpiles would be stabilized, through watering or other measures, to prevent the movement of dust at the Project site caused by wind and construction activities such as traffic and grading activities;
- All vehicle and equipment fueling/maintenance would be conducted outside of any surface waters;
- Equipment used in and around jurisdictional waters must be in good working order and free of dripping or leaking contaminants;

\textsuperscript{1} Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.
• Raw cement, concrete or concrete washings, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life shall be prevented from contaminating the soil or entering jurisdictional waters;
• All erosion control measures and storm water control measures would be properly maintained until the site has returned to a pre-construction state;
• All disturbed areas would be restored to pre-construction contours and revegetated, either through hydroseeding or other means, with native or approved non-invasive exotic species;
• All construction materials would be hauled off-site after completion of construction;
• Prior to arrival at the Project site and prior to leaving the Project site, construction equipment that may contain invasive plants and/or seeds will be cleaned to reduce the spreading of noxious weeds;
• All food-related trash must be disposed into closed containers and must be removed from the Project area daily. Construction personnel must not feed or otherwise attract wildlife to the Project area;
• The contractor must not apply rodenticide or herbicide within the Project area during construction.

X. Compensatory Mitigation
The Permittee has agreed to provide compensatory mitigation for direct impacts, described in section VII for permanent impacts.

XI. California Environmental Quality Act (CEQA)
On 14 March 2006, the City of Sacramento, as lead agency, certified an Environmental Impact Report (EIR) (State Clearinghouse (SCH) No. 2005012119) for the Project. On 24 March 2023, the City of Sacramento issued an amendment to the EIR and filed a Notice of Determination (NOD) at the SCH on 6 June 2023. Pursuant to CEQA, the Central Valley Water Board has made Findings of Facts (Findings) which support the issuance of this Order and are included in Attachment C.

XII. Petitions for Reconsideration
Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.
XIII. Fees Received

An application fee of $2,734.00 was received on 20 June 2023. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category F - Low Impact Discharges (fee code 87) with the dredge and fill fee calculator.

XIV. Conditions

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Tables 1 and 2.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF). Documents less than 50 MB must be emailed to: centralvalleysacramento@waterboards.ca.gov.

In the subject line of the email, include the Central Valley Water Board Contact, Project Name, and WDID No. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting

a. Monthly Reporting: The Permittee must submit a Monthly Report to the Central Valley Water Board on the 1st day of each month beginning the month after the submittal of the Commencement of Construction Notification. Monthly reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.

b. Annual Reporting - Not Applicable
2. Project Status Notifications

a. **Commencement of Construction**: The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities.

b. **Request for Notice of Completion of Discharges Letter**: The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.

c. **Request for Notice of Project Complete Letter**: The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

3. Conditional Notifications and Reports:

   The following notifications and reports are required as appropriate.

   a. **Accidental Discharges of Hazardous Materials**: Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

   i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (D) notification is possible, and (C) notification can be

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2 "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)
provided without substantially impeding cleanup or other emergency measures then:

- first call – 911 (to notify local response agency)
- then call – Office of Emergency Services (OES) State Warning Center at (800) 852-7550 or (916) 845-8911

ii. Following notification to OES, the Permitee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.

iii. Within five (5) working days of notification to the Central Valley Water Board, the Permitee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards:

The Permitee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work and Diversions:

i. The Permitee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.

ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

d. Modifications to Project:

Project modifications may require an amendment of this Order. The Permitee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to
Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

**e. Transfer of Property Ownership:**

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership.

ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

**f. Transfer of Long-Term BMP Maintenance:**

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 13 days prior to the transfer of BMP maintenance responsibility.

**C. Water Quality Monitoring**

**1. General:**

If surface water is present continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

a. when performing any in-water work;

b. during the entire duration of temporary surface water diversions;

c. in the event that the Project activities result in any materials reaching surface waters; or
d. when any activities result in the creation of a visible plume in surface waters.

2. Accidental Discharges/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During planned in-water work, dewatering activities, or during the installation of removal of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.

b. Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.

c. Activities shall not cause turbidity increases in surface water to exceed:

   i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;

   ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;

   iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;

   iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;

   v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.
Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 3 sampling parameters. The sampling requirements in Table 3 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency and/or monitoring locations may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and every two weeks thereafter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XIV.C.3.

If no sampling is required, the Permittee shall submit a written statement stating, “No sampling was required” within two weeks on initiation of in-water construction, and every two weeks thereafter.

### Table 3: Sample Type and Frequency Requirements

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Unit of Measurement</th>
<th>Type of Sample</th>
<th>Minimum Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>Standard Units</td>
<td>Grab</td>
<td>Every 4 hours</td>
</tr>
<tr>
<td>Turbidity</td>
<td>NTU</td>
<td>Grab</td>
<td>Every 4 hours</td>
</tr>
<tr>
<td>Visible construction related pollutants(^4)</td>
<td>Observations</td>
<td>Visual Inspections</td>
<td>Continuous throughout the construction period</td>
</tr>
</tbody>
</table>

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3 Pollutants shall be analyzed using the analytical methods described in 10 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer’s instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

4 Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.
4. **Mercury**

Prior to construction activities, the Permittee shall submit a mercury sampling plan for Central Valley Water Board staff approval. The plan shall include procedures and descriptions of locations and frequency for aqueous methylmercury and sediment total mercury sampling.

Aqueous methylmercury sampling shall occur prior to construction and after construction is complete, at sampling points located upstream outside of the influence of the project, a minimum 300 feet downstream from the project area, and at one location in the middle of the project area. Prior to the submittal of the commencement of construction notification, the Permittee shall consult with Central Valley Water Board staff to establish the specific aqueous methylmercury monitoring locations. Aqueous methylmercury sampling shall occur at the same locations throughout the sampling period. Sampling for total mercury in sediment shall occur prior to construction activities for excavated material that will be placed as fill into waters of the state, and after construction activities are complete in areas that contain fine grained sediments (grain size less than 63 microns) that will be inundated. Samples must be representative of the entire depth and volume to be excavated. Prior to the submittal of the commencement of construction notification, the Permittee shall consult with Central Valley Water Board staff to establish the specific total mercury sediment monitoring locations. If the median concentration of total mercury on fine grained sediments (grain size less than 63 microns) is greater than 0.1 mg/kg [dry weight], the Permittee shall submit for Executive Officer approval a mercury-contaminated sediment management plan. The mercury-contaminated sediment management plan shall describe actions the Permittee will implement to isolate, remove, and/or prevent downstream transport of mercury-contaminated sediments once flows are reestablished in the graded areas. The Permittee is required to implement the plan upon Executive Officer approval.

After each sampling event, the Permittee shall submit the laboratory results to Central Valley Water Board staff and upload the results to the California Environmental Data Exchange Network’s website (http://www.ceden.org/). Water Quality Monitoring Templates for data submittal can be found on the same website.

4. **Post-Construction:**

Visually inspect the Project site during the rainy season for one year following completion of active Project construction activities to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Central Valley Water Board staff member overseeing the Project within three (3) working days. The Central Valley Water Board may require the submission of a Violation of Compliance with Water Quality
Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Coce of Regulations, title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.

4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.

2. Permitted actions must not cause a violation of any applicable water quality
standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.

5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.

6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program (MMRP) Niños Parkway Master Plan (CIP# LC21) - Mitigated Negative Declaration, revised on March 8, 2004, which is incorporated herein by reference and any additional measures as outlined in Attachment C, CEQA Findings of Fact.

7. Construction General Permit Requirement: The Permittee shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.
2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangers Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.

3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
   
   a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
   
   b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
   
   c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
   
   d. Sample or monitor for the purposes of assuring Order compliance.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.

5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.

6. **Lake or Streambed Alteration Agreement:** The Permittee shall submit a signed copy of the California Department of Fish and Wildlife's Lake or Streambed Alteration Agreement to the Central Valley Water Board immediately upon execution and prior to any discharge to waters of the state.
G. Construction

1. Dewatering
   a. The Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan. The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and must be made available to the Central Valley Water Board staff upon request.
   b. For any temporary dam or other artificial obstruction being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate section XIV.C.3.
   c. The temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
   d. If water is present, the area must be dewatered prior to start of work.
   e. Dewatering will occur within the Project area.
   f. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the project.
   g. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water.

2. Directional Drilling – Not Applicable

3. Dredging – Not Applicable

4. Fugitive Dust:
   Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.
8. Good Site Management “Housekeeping”

a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.

b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.

c. All materials resulting from the Project shall be removed from the site and disposed of properly.

9. Hazardous Materials

a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.

b. Wet concrete will be placed into stream channel habitat after the area has been completely dewatered.

c. Concrete must be completely cured before coming into contact with waters of the United States and waters of the state. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility, which is authorized to accept concrete wastes.
10. Invasive Species and Soil Borne Pathogens

Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall be cleaned to reduce the spread of noxious weeds.

11. Post-Construction Storm Water Management – Not Applicable

12. Roads

a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.

b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.

c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.

d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.

e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary stream crossing structure.

13. Sediment Control

a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not
be placed where such materials could pass into surface water or surface water drainage courses.

b. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.

c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

14. Special Status Species

The following Special Status Species have been documented to occur near or within the Project area: Giant garter snake, Swainson’s hawk, and White-tailed kite.

15. Stabilization/Erosion Control

a. All areas disturbed by Project activities shall be protected from washout and erosion.

b. Hydroseeding shall be performed with California native seed mix.

16. Storm Water

a. During the construction phase the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:

i. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.

H. Site Specific – Not Applicable

I. Total Maximum Daily Load (TMDL)

The Sacramento-San Joaquin Delta Methylmercury Total Maximum Daily Loads (TMDL) is an action plan to restore clean water that has been contaminated by mercury and has experienced or has the potential to produce methylmercury within waters of the state. Section 303(d) of the federal Clean Water Act requires that states identify water bodies – bays, rivers, streams, creeks, and coastal areas – that do not meet water quality standards, and the pollutants that impair them. TMDLs examine specific water quality problems, identify sources of pollutants, and specify actions that create solutions. They are adopted by the Regional Water Board as amendments to our Region’s Basin Plan. A copy of the Sacramento-San Joaquin Delta Methylmercury TMDL is located on the Central
Valley Water Board website at: https://www.waterboards.ca.gov/rwqcb5/water_issues/tmdl/central_valley_projects/delta_hg/.

J. Mitigation for Temporary Impacts

1. The Permittee shall restore all areas of temporary impacts, including Project site upland areas, which could result in a discharge to waters of the state to pre-construction contours and conditions upon completion of construction activities in accordance with the plan submitted with the application dated 14 July 2023 and incorporated herein by reference.

2. The Central Valley Water Board may extend the monitoring period beyond requirements of the restoration plan upon a determination by Executive Officer that the performance standards have not been met or are not likely to be met within the monitoring period.

3. If restoration of temporary impacts to waters of the state is not completed within 90 days of the impacts, compensatory mitigation may be required to offset temporal loss of waters of the state.

4. Total required Project compensatory mitigation Information for temporary impacts is summarized in Table 4. [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 4: Required Project Mitigation Quantity for Temporary Impacts by Method

<table>
<thead>
<tr>
<th>Aquatic Resource Type</th>
<th>Mitigation Type</th>
<th>Units</th>
<th>Est.</th>
<th>Re-est.</th>
<th>Reh.</th>
<th>Enh.</th>
<th>Pres.</th>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stream Channel</td>
<td>Permittee Responsible</td>
<td>Acres</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.04</td>
</tr>
</tbody>
</table>

K. Compensatory Mitigation for Permanent Impacts:

Compensatory Mitigation is for permanent physical loss and permanent ecological degradation of a water of the state.

1. Final Compensatory Mitigation Plan:

The Permittee shall provide compensatory mitigation for impacts to waters of the state in accordance with the application materials dated 14 July 2023 and incorporated herein by reference. Any deviations from, or revisions to, the Compensatory Mitigation Plan must be pre-approved by Central Valley Water Board staff. The monitoring period shall continue until the Central Valley
Water Board staff determines that performance standards have been met. This may require the monitoring period to be extended.

2. Permittee-Responsible Compensatory Mitigation Responsibility – Not Applicable

3. Purchase of Mitigation Credits by Permittee for Compensatory Mitigation
   a. A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Central Valley Water Board prior to the initiation of in water work.
   b. The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Central Valley Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits.

4. Total Required Compensatory Mitigation
   a. The Permittee is required to provide compensatory mitigation for the authorized impact to 0.06 acre of stream channel by purchasing 0.06 Credits from the National Fish and Wildlife Foundation (NFWF)'s Sacramento District California In-Lieu Fee Program.
   b. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table 5. [Establishment (Est.), Re-establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

<table>
<thead>
<tr>
<th>Aquatic Resource Type</th>
<th>Mitigation Type</th>
<th>Units</th>
<th>Est.</th>
<th>Re-est.</th>
<th>Roh.</th>
<th>Enh.</th>
<th>Proc.</th>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stream Channel</td>
<td>In-Lieu Fee Credits</td>
<td>Acres</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.06</td>
</tr>
</tbody>
</table>

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water quality. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a "Certification Deviation" is a Project locational or impact
modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential water quality impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions or the CEQA environmental document such that the Project impacts are not addressed in the Project’s environmental document or the conditions of this Order. In this case a supplemental environmental review and different Order will be required.
XV. Water Quality Certification

I hereby issue the Order for the Niños Trail Bridge Project, WDID # 5A34CR00878, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

[Signature]

Digitally signed by Anne
Waters
Date: 2023.11.17 15:29:09
-08'00'

Patrick Pulupa, Executive Officer
Central Valley Regional Water Quality Control Board

Attachment A: Project Maps
Attachment B: Receiving Waters, Impacts, and Mitigation Information
Attachment C: CEQA Findings of Facts
Attachment D: Report and Notification Requirements
Attachment E: Signatory Requirements
Attachment F: Certification Deviation Procedures
Attachment G: Compliance with Code of Federal Regulations
Figure 1: Project Vicinity Map
Figure 2: Project Location Map
Figure 3: Project Feature Map
Attachment B
Receiving Waters, Impacts and Mitigation Information

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Attachment B – Receiving Waters, Impacts and Mitigation Information

The following table shows the receiving waters associated with each impact site.

### Table 1: Receiving Water(s) Information

<table>
<thead>
<tr>
<th>Non-Federal Waters</th>
<th>Impact Site ID</th>
<th>Waterbody Name</th>
<th>Impacted Aquatic Resources Type</th>
<th>Water Board Hydrologic Units</th>
<th>Receiving Waters</th>
<th>Receiving Waters Beneficial Uses</th>
<th>303d Listing Pollutant</th>
<th>California Rapid Assessment Method (CRAM) ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Canal</td>
<td>B-Drai Canal</td>
<td>Stream</td>
<td>519.22</td>
<td>Sacramento River</td>
<td>MUN, AGR, PROC, ND, REC-1, REC-2, WARM, COLD, MIGR, SPWN, WILD, NAV</td>
<td>Chlordane, DDT, Dieldrin, Mercury, PCBs, Temperature, Water, Toxicity</td>
<td></td>
</tr>
</tbody>
</table>

### Individual Direct Impact Locations

The following tables show individual impacts.

### Table 2: Individual Temporary Fill/Excavation Impact Information

<table>
<thead>
<tr>
<th>Impact Site ID</th>
<th>Latitude</th>
<th>Longitude</th>
<th>Indirect Impact Requiring Mitigation?</th>
<th>Acres</th>
<th>Cubic Yards</th>
<th>Linear Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canal</td>
<td>38.635°</td>
<td>-121.434°</td>
<td>No</td>
<td>0.04</td>
<td>770</td>
<td>30</td>
</tr>
</tbody>
</table>

### Table 3: Individual Permanent Fill/Excavation Impact Information

<table>
<thead>
<tr>
<th>Impact Site ID</th>
<th>Latitude</th>
<th>Longitude</th>
<th>Indirect Impact Requiring Mitigation?</th>
<th>Acres</th>
<th>Cubic Yards</th>
<th>Linear Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canal</td>
<td>38.635°</td>
<td>-121.434°</td>
<td>No</td>
<td>0.06</td>
<td>105</td>
<td></td>
</tr>
</tbody>
</table>
Compensatory Mitigation Information
The following table(s) show individual compensatory mitigation information and locations.

In-Lieu Fee Compensatory Mitigation Information

Table 4: In-Lieu Fee Program

<table>
<thead>
<tr>
<th>In-Lieu Fee Program Name:</th>
<th>National Fish and Wildlife Foundation In-Lieu Fee Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Website:</td>
<td><a href="http://www.nfwf.org">www.nfwf.org</a></td>
</tr>
<tr>
<td>In-Lieu Fee Program Contact Name:</td>
<td>Heather Hoyles</td>
</tr>
<tr>
<td>Phone:</td>
<td>(415) 243-3105</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Heather.hoyles@nfwf.org">Heather.hoyles@nfwf.org</a></td>
</tr>
<tr>
<td>In-Lieu Fee Program Location - County:</td>
<td>Sacramento District California In-Lieu Fee Program, Sacramento County, Resource Credits for the Natomas Main Drainage Canal-Sacramento River Service Area.</td>
</tr>
<tr>
<td>Latitude:</td>
<td>38.635°</td>
</tr>
<tr>
<td>Longitude:</td>
<td>-121.484°</td>
</tr>
</tbody>
</table>

Table 5: Mitigation Type Information

<table>
<thead>
<tr>
<th>Aquatic Resource Credit Type</th>
<th>Acres</th>
<th>Linear Feet</th>
<th>Number of Credits Purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stream channel</td>
<td>0.06</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(This page is intentionally left blank)
A. Environmental Review

On 14 March 2006 the City of Sacramento, as lead agency, certified a Final Environmental Impact Report (FEIR) (State Clearinghouse (SCH) No. 2005012119) for the Project. On 6 June 2023, the City of Sacramento certified a Niños Parkway Phase 2 Addendum to the FEIR and filed a Notice of Determination (NOD) at the SCH on 6 June 2023. The Central Valley Water Board is a responsible agency under CEQA (Public Resources Code, section 21069) and in making its determinations and findings, must presume that the City of Sacramento’s certified environmental document comports with the requirements of CEQA and is valid. (Public Resources Code, section 21167.3). The Central Valley Water Board has reviewed and considered the environmental document and finds that the environmental document prepared by the City of Sacramento addresses the Project’s water resource impacts. (California Code of Regulations, title 14, section 15096, subd. (f).) The environmental document includes the mitigation monitoring and reporting program (MMRP) developed by the City of Sacramento for all mitigation measures that have been adopted for the Project to reduce potential significant impacts. (Public Resources Code, section 21081.6, subd. (a)(1); California Code of Regulations, title 14, section 15091, subd. (d).)

B. Incorporation by Reference

Pursuant to CEQA, these Findings of Facts (Findings) support the issuance of this Order based on the Project FEIR, the application for this Order, and other supplemental documentation.

All CEQA project impacts, including those discussed in subsection C below, are analyzed in detail in the Project FEIR which is incorporated herein by reference. The Project FEIR is available at: https://www.cityofsacramento.org/Community-Development/Planning/Environmental/Impact-Reports

Requirements under the purview of the Central Valley Water Board in the MMRP are incorporated herein by reference.

The Permittee’s application for this Order, including all supplemental information provided, is incorporated herein by reference.

C. Findings

The FEIR describes the potential significant environmental effects to water resources. Having considered the whole of the record, the Central Valley Water Board makes the following findings:

(1) Findings regarding impacts that will be mitigated to a less than significant level. (Public Resources Code, section 21081, subd. (a)(1); California Code of Regulations, title 14, section 15091, subd. (a)(1).)
Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the FEIR.

a.i. Potential Significant Impact:
The Project may have a significant impact on the stream bed and aquatic species.

a.ii. Facts in Support of Finding:

**BIO-1a:** Every individual working on the Project must attend a biological awareness training session delivered by a biologist. This training program shall include information regarding the sensitive habitats and special status species occurring or potentially occurring within the Project area, and the importance of avoiding impacts to these species and their habitat.

**BIO-1b:** Prior to the start of construction activities, the Project limits in proximity to the B-Drain Canal will be marked with high visibility Environmentally Sensitive Area (ESA) fencing or staking to ensure construction will not further encroach into water resources.

**BIO-1c:** BMPs will be incorporated into Project design and Project management to minimize impacts on the environment including erosion and the release of pollutants (e.g., oils, fuels):

- Exposed soils and material stockpiles would be stabilized, through watering or other measures, to prevent the movement of dust at the Project site caused by wind and construction activities such as traffic and grading activities;
- All vehicle and equipment fueling/maintenance would be conducted outside of any surface waters;
- Equipment used in and around jurisdictional waters must be in good working order and free of dripping or leaking contaminants;
- Raw cement, concrete or concrete washings, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life shall be prevented from contaminating the soil or entering jurisdictional waters;
- All erosion control measures and storm water control measures would be properly maintained until the site has returned to a pre-construction state;
- All construction materials would be hauled off-site after completion of construction.

**BIO-1d:** Following the completion of construction, all-natural areas (annual grassland, northern slope of the B-Drain Canal) disturbed by Project activities would be re-graded as to decompact the soils and seeded with a hydoseed mix that is tailored to the specific habitat type to allow the site to return to pre-construction conditions. (2) Findings regarding mitigation measures which
are the responsibility of another agency. (Public Resources Code, section 21081, subd. (a)(2); California Code of Regulations, title 14, section 15091, subd. (a)(2)).

There are changes or alterations that are within the responsibility and jurisdiction of another public agency and not the jurisdiction of the Central Valley Water Board. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

a.i. Potential Significant Impact:

BIO-2: The Project may have a significant impact on the Giant garter snake.

a.ii. Facts in Support of Finding:

BIO-2a: Payment of the required mitigation fee deemed by the Natomas Basin Conservancy to be sufficient to cover the costs of restoring and managing one-half acre of habitat for every acre of land developed.

BIO-2b: Acquisition and dedication (by the project applicant) of mitigation land to the Natomas Basin Conservancy at a rate of one-half acres of habitat for every acre of land developed.

BIO-2c: Construction in areas of potential GGS habitat shall only occur between July 1 and October 1. The project applicant shall also hire a biological monitor to be present on-site during any vegetation removal to prevent the accidental loss of any giant garter snakes during construction. If any giant garter snakes are found, construction shall be halted until the biologist moves the snake to a safe location outside of the construction area.

D. Statement of Overriding Considerations

The City of Sacramento’s FEIR identifies certain significant impacts to the environment that cannot be avoided or substantially lessened with the application of feasible mitigation measures or feasible alternatives. Because there are significant and unavoidable impacts the Central Valley Water Board provides this Statement of Overriding Considerations in compliance with CEQA. (Public Resources Code, section 21081, subd. (b); California Code of Regulations, title 14, section 15093.)

The significant and unavoidable impacts and the benefits related to implementing the Niños Trail Bridge Project are disclosed in the City of Sacramento’s FEIR, CEQA Findings of Fact, and Statement of Overriding Considerations. The unavoidable impacts to water resources are discussed in subsection C above.

The Central Valley Water Board has considered the economic, legal, social, technological, and other benefits of the Project against its significant unavoidable impacts to water resources and finds that the specific economic, legal, social, and technological benefits of implementing the Project outweigh the significant and unavoidable impacts to water resources.
E. Determination

The Central Valley Water Board has reviewed and considered the environmental document and supplemental information provided by the City of Sacramento and has reached its own conclusion to approve this Project. The Central Valley Water Board will file a NOD with the SCH within five (5) working days from the issuance of this Order. (California Code of Regulations, title 14, section 15096.)
Attachment D – Reports and Notification Requirements

I. Copies of this form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report, please retain for your records. If you need to obtain a copy of the Cover Sheet, you may download a copy of this Order as follows:

A. Central Valley Regional Water Quality Control Board’s Adopted Orders Web page
   (https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)

B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

II. Report Submittal Instructions

A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. (See your Order for specific reports required for your Project)
   - Part A (Monthly Reports): These reports will be submitted monthly until a Notice of Project Complete Letter is issued.
   - Part B (Project Status Notifications): Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
   - Part C (Conditional Notifications and Reports): Required on a case-by-case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.

B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.

C. Electronic Report Submittal Instructions:
   - Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleysacramento@waterboards.ca.gov and cc: PeterG.Minkel@waterboards.ca.gov.
   - Include in the subject line of the email: ATTN: Peter Minkel; Project Name; and WDID No. 5A34CR00878
III. Definition of Reporting Terms

A. Active Discharge Period:

The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

B. Request for Notice of Completion of Discharges Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. The Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period.

C. Request for Notice of Project Complete Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

D. Post-Discharge Monitoring Period:

The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

F. Effective Date:

17 November 2023

IV. Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

A. Map Format Information:

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):
• **GIS shapefiles**: The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.

• **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

• **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

• Aquatic resource maps marked on paper **USGS 7.5-minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

**B. Photo-Documentation:**

Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.
V. Report and Notification Cover Sheet

Project: Niños Trail Bridge Project
Permittee: City of Sacramento
WDID: 5A34CR00878
Reg. Meas. ID: 453734
Place ID: 889710
Order Effective Date: 17 November 2023
Order Expiration Date: 16 November 2028

VI. Report Type

A. Part A – Project Reporting
   Report Type 1  □ Monthly Report
   Report Type 2  □ Annual Report – Not Applicable

B. Part B – Project Status Notifications
   Report Type 3  □ Commencement of Construction
   Report Type 4  □ Request for Notice of Completion of Discharges Letter
   Report Type 5  □ Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports
   Report Type 6  □ Accidental Discharge of Hazardous Material Report
   Report Type 7  □ Violation of Compliance with Water Quality Standards Report
   Report Type 8  □ In-Water Work/Diversions Water Quality Monitoring Report
   Report Type 9  □ Modifications to Project Report
   Report Type 10 □ Transfer of Property Ownership Report
   Report Type 11 □ Transfer of Long-Term BMP Maintenance Report
“I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

Print Name¹  Affiliation and Job Title

Signature  Date

¹STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize ___________________________ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee’s Signature  Date

*This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.
A. Part A – Project Reporting

1. Report Type 1 - Monthly Report

a. Report Purpose - Notifies Central Valley Water Board staff of the Project status and environmental compliance activities on a monthly basis.

b. When to Submit - On the first day of each month after the submittal of the Commencement of Construction Notification until a Notice of Project Complete Letter is issued to the Permittee.

c. Report Contents -

i. Construction Summary
   Describe Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water Best Management Practices (BMPs). Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control. If construction has not started, provide estimated start date.

ii. Event Summary
   Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections.

iii. Photo Summary
   Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

iv. Compliance Summary
   - List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period.
   - List associated monitoring reports for the reporting period.
   - Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences.
   - Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

2. Report Type 2 - Annual Report – Not Applicable
B. Part B - Project Status Notifications

1. Report Type 3 - Commencement of Construction
   a. Report Purpose - Notify Central Valley Water Board staff prior to the start of construction.
   b. When to Submit - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
   c. Report Contents -
      i. Date of commencement of construction.
      ii. Anticipated date when discharges to waters of the state will occur.
      iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.
      iv. Construction Storm Water General Permit WDID No.
      v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

2. Report Type 4 - Request for Notice of Completion of Discharges Letter
   a. Report Purpose - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
   b. When to Submit - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
   c. Report Contents -
      i. Status of storm water Notice of Termination(s), if applicable.
      ii. Status of post-construction storm water BMP installation.
      iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.
      iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.
      v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

3. Report Type 5 - Request for Notice of Project Complete Letter
   a. Report Purpose - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
b. **When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.

c. **Report Contents** -

   i. **Part A: Mitigation for Temporary Impacts**

      1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.

      2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

   ii. **Part B: Permittee Responsible Compensatory Mitigation**

      1) A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.

      2) Status on the implementation of the long-term maintenance and management plan and funding of endowment

      3) Pre- and post-photo documentation of all compensatory mitigation sites.

      4) Final maps of all compensatory mitigation areas (including buffers).

   iii. **Part C: Post-Construction Storm Water BMPs**

      1) Date of storm water Notice of Termination(s), if applicable.

      2) Report status and functionality of all post-construction BMPs.

      3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV C.4

C. **Part C – Conditional Notifications and Reports**

   1. **Report Type 6 - Accidental Discharge of Hazardous Material Report**

      a. **Report Purpose** - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.

      b. **When to Submit** - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.

      c. **Report Contents** -

         i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial
extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.

ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.

iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

2. **Report Type 7 - Violation of Compliance with Water Quality Standards Report**
   
a. **Report Purpose** - Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.

b. **When to Submit** - The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Central Valley Water Board staff.

c. **Report Contents** - The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Central Valley Water Board staff.

3. **Report Type 8 - In-Water Work and Diversions Water Quality Monitoring Report**
   
a. **Report Purpose** - Notifies Central Valley Water Board staff of the start and completion of in-water work. Reports the sampling results during in-water work and during the entire duration of temporary surface water diversions.

b. **When to Submit** – At least forty-eight (48) hours prior to the start of in-water work. Within three (3) working days following the completion of in-water work. Surface water monitoring reports to be submitted two (2) weeks on initiation of in-water construction and during entire duration of temporary surface water diversions. Continue reporting in accordance with the approved water quality monitoring plan or as indicated in XIV.C.3.

c. **Report Contents** - As required by the approved water quality monitoring plan or as indicated in XIV.C.3.

4. **Report Type 9 - Modifications to Project Report**
   
a. **Report Purpose** - Notifies Central Valley Water Board staff if the Project, as described in the application materials, is altered in any way or by the
imposition of subsequent permit conditions by any local, state or federal regulatory authority.

b. **When to Submit** - If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority.

c. **Report Contents** - A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

5. **Report Type 10 - Transfer of Property Ownership Report**

   a. **Report Purpose** - Notifies Central Valley Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.

   b. **When to Submit** - At least 10 working days prior to the transfer of ownership.

   c. **Report Contents** -

      i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:

         1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and

         2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.

      ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

6. **Report Type 11 - Transfer of Long-Term BMP Maintenance Report**


   b. **When to Submit** - At least 10 working days prior to the transfer of BMP maintenance responsibility.

Attachment E – Signatory Requirements

All documents submitted in compliance with this Order shall meet the following signatory requirements:

A. All applications, reports, or information submitted to the Central Valley Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:

1. For a corporation, by a responsible corporate officer of at least the level of vice-president.

2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.

3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.

B. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:

1. The authorization is made in writing by a person described in items 1.a through 1.c above.

2. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.

3. The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item 1 above.

C. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."
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Attachment F – Certification Deviation Procedures

I. Introduction

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section XIV.L of the Order, may be requested by the Permittee as set forth below:

II. Process Steps

A. Who may apply:

The Permittee or the Permittee’s duly authorized representative or agent (hereinafter, “Permittee”) for this Order.

B. How to apply:

By letter or email to the 401 staff designated as the contact for this Order.

C. Certification Deviation Request:

The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
   a. Proposed activity description and purpose;
   b. Why the proposed activity is considered minor in terms of impacts to waters of the state;
   c. How the Project activity is currently addressed in the Order; and,
   d. Why a Certification Deviation is necessary for the Project.

2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.

3. Provide all updated environmental survey information for the new impact area.

4. Provide a map that includes the activity boundaries with photos of the site.

5. Provide verification of any mitigation needed according to the Order conditions.

6. Provide verification from the CEQA Lead Agency that the proposed changes or modifications do not trigger the need for a subsequent environmental
document, an addendum to the environmental document, or a supplemental EIR. (Cal. Code Regs., tit. 14, §§ 15162-15164.)

D. Post-Discharge Certification Deviation Reporting:
1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
   a. Activity description and purpose;
   b. Activity location, start date, and completion date;
   c. Erosion control and pollution prevention measures applied;
   d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
   e. Mitigation plan, if applicable; and,
   f. Map of activity location and boundaries; post-construction photos.

E. Annual Summary Deviation Report:
1. Until a Notice of Completion of Discharge or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
   a. Site name(s);
   b. Date(s) of Certification Deviation approval;
   c. Location(s) of authorized activities;
   d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order;
   e. Actual impact area(s) by water body type in acres, linear feet and cubic yards, due to Certification Deviation activity(ies);
   f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards; and
   g. Mitigation to be provided (approved mitigation ratio and amount).
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Attachment G - Compliance with Code of Federal Regulations, Title 40, Section 121.7, Subdivision (d)

The purpose of this Attachment is to comply with Code of Federal Regulations, title 40, section 121.7, subdivision (d), which requires all certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV. The other Order Sections are not “conditions” as used in Code of Federal Regulations, title 40, section 121.7.

I. General Justification for Section XIV Conditions

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer’s region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board’s Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, February 2019 (Basin Plan), which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board’s Antidegradation Policy, “Statement of Policy with Respect to Maintaining High Quality Waters in California,” Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.”
The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

II. Specific Justification for Section XIV Conditions

A. Authorization

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

B. Reporting and Notification Requirements

1. Project Reporting

2. Project Status Notifications

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or
monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

3. Conditional Notifications and Reports

a. Accidental Discharges of Hazardous Materials

Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. “Hazardous materials” is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

b. Violation of Compliance with Water Quality Standards

c. In-Water work and Diversions

Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

d. Modifications to Project

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the project, that the
Order requirements remain applicable. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

e. Transfer of Property Ownership

f. Transfer of Long-Term BMP Maintenance

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

C. Water Quality Monitoring

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the
regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

D. Standard

1. This Order is subject to modification or revocation . . . .

   This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility . . . .

   This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification's application.

3. This Order is conditioned upon total payment of any fee . . . .

   This is a standard condition that "shall be included as conditions of all water quality certification actions" pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

E. General Compliance

1. Failure to comply with any condition of this Order . . . .

   The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

2. Permitted actions must not cause a violation of any applicable water quality standards . . . .

   Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board's Basin Plan. The Basin Plan's water quality standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water
quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.10), pH (Basin Plan, Section 3.1.11), Sediment (Basin Plan, 3.1.15), Suspended Material (3.1.17), Toxicity (Basin Plan, 3.1.20), and Turbidity (Basin Plan, Section 3.1.21) water quality objectives.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require . . . .

Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports . . . .

Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the
Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

5. This Order and all of its conditions herein continue to have full force and effect . . .

This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program . . .

This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

7. Construction General Permit Requirement

Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

F. Administrative

1. Signatory requirements for all document submittals . . .

The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by
the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

2. **This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species . . . .**

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et seq.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of “any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included.”

3. **The Permittee shall grant Central Valley Water Board staff . . . .**

The condition related to site access requirements is authorized pursuant to the Central Valley Water Board’s authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that “the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with.” Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. **A copy of this Order shall be provided to any consultants, contractors, and subcontractors . . . .**

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3858, subdivision (a)) and cannot be adhered to if the Permittees’ agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

5. **A copy of this Order must be available at the Project site(s) during construction . . . .**

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that
all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3856, subdivision (a)) and cannot be adhered to if the Permittees’ agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

6. Lake or Streambed Alteration Agreement

This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of “any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included.”

G. Construction

1. Dewatering

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code ofRegs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements (or copies of drafts if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has
discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

2. Directional Drilling – Not Applicable

3. Dredging – Not Applicable

4. Fugitive Dust
   This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

5. Good Site Management “Housekeeping”
   Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.7 & 3.1.20.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

6. Hazardous Materials
   Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.3, 3.1.20.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan's pH water quality objective. (Basin Plan, Section 3.1.11.)

7. Invasive Species and Soil Borne Pathogens
Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code. Invasive species and soil borne pathogens adversely affect beneficial uses designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2.1.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

8. Post-Construction Storm Water Management – Not Applicable

9. Roads

These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.10, 3.1.11, 3.1.15, 3.1.16, 3.1.19, 3.1.21.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

10. Sediment Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affects beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.15 & 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

11. Special Status Species

See F.2 above.

12. Stabilization/Erosion Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and
installed BMPs result in excess sediment, which impairs surface waters, adversely affects beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.15.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

13. Storm Water

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.1, 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

H. Site Specific – Not Applicable

I. Total Maximum Daily Load (TMDL)

Total Maximum Daily Loads (TMDLs) are action plans to restore clean water. Section 303(d) of the federal Clean Water Act requires that states identify water bodies -- bays, rivers, streams, creeks, and coastal areas -- that do not meet water quality standards, and the pollutants that impair them. TMDLs examine water quality problems, identify sources of pollutants, and specify actions that create solutions. They are adopted by the Regional Water Board as amendments to our Region's Basin Plan. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

J. Mitigation for Temporary Impacts

The conditions under Section J require restoration of temporary impacts to waters of the state. Conditions in this section related to restoration and/or mitigation of temporary impacts are consistent with the Dredge or Fill Procedures, which requires “in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions.” (Dredge or Fill Procedures section IV. A.2(d) & B.4.) Technical reporting and monitoring requirements under this condition are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state.
and require necessary reporting and monitoring pursuant to Water Code sections 13267 and 13383.

K. Compensatory Mitigation for Permanent Impacts
Mitigation Bank Development/In-Lieu Fee Project Development

The conditions under Section K regarding compensatory mitigation for permanent impacts ensure permanent physical loss and permanent ecological degradation of waters of the state are adequately mitigated. These conditions are necessary to ensure compliance with state and federal anti-degradation policies and are consistent with Section IV.B.1.a of the Dredge or Fill Procedures, which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. (See also California Code of Regulations, section 3856, subdivision (h) [requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate].) These compensatory mitigation conditions are also consistent with Executive Order W-59-93 commonly referred to as California’s “No Net Loss” Policy for wetlands. The objective of the No Net Loss Policy is to ensure no overall net loss of and a long term net gain in the quantity, quality, and permanence of wetland acreage and values in California. Further, compensatory mitigation requirements must comply with subpart J of the Supplemental State Guidelines. Conditions related to financial assurances are also required to ensure that compensatory mitigation will be provided. (Dredge or Fill Procedures, section IV.B.5.f.)

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts . . . .

2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates . . . .

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized by law to ensure compliance with applicable water quality standards and
other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).
10/10/2023

Adam Randolph
City of Sacramento – Public Works
915 I Street
Room 2000
Sacramento, CA 95814
arandolph@cityofsacramento.org

Dear Adam Randolph:

Final Streambed Alteration Agreement
EPIMS Notification No. SAC-35322-R2
B Drain Canal; Ninos Parkway Phase 2 Bridge

Attached is the final Streambed Alteration Agreement (Agreement) for the Ninos Parkway Phase 2 Bridge (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as the responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final Environmental Impact Report prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency’s approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Benjamin Huffer at (916) 216-6253 or by email at benjamin.huffer@wildlife.ca.gov.

Sincerely,

Tanya Sheya
Environmental Program Manager

ec: Benjamin Huffer, Environmental Scientist
benjamin.huffer@wildlife.ca.gov

Conserving California’s Wildlife Since 1870
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670

STREAMBED ALTERATION AGREEMENT
EPIMS NOTIFICATION NO. SAC-35322-R2
B DRAIN CANAL

CITY OF SACRAMENTO – PUBLIC WORKS
NINOS PARKWAY PHASE 2 BRIDGE

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Sacramento – Public Works (Permittee) as represented by Adam Randolph.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on June 19, 2023 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with this Agreement.

PROJECT LOCATION

The project is located at B Drain a tributary to Natomas Main Drainage Canal and ultimately the Sacramento River, in the County of Sacramento, State of California; Latitude 38.634803, Longitude -121.484331 (WGS 84 datum, decimal degrees) in the Parkebridge residential development, southeast of the Interstate 80 and Truxel Road interchange, Sacramento, CA 95834 Assessor’s Parcel Number [225-0841-001-0000].

Exhibit A shows the project location.

PROJECT DESCRIPTION

The project is limited to the construction of a pedestrian crossing over the B Drain Canal. The bridge will be approximately 68.5-feet long by 12-feet wide and will consist of a double box culvert facility with wing walls. The cast-in-place reinforced concrete double box culvert will be approximately 22.5-feet long, and 16-feet wide, with an
interior height of 8.5 feet. Approximately 287 cubic yards of material will be excavated to install the box culvert with 328 cubic yards of material backfilled on top of the structure for the pedestrian crossing to convey. The bridge abutments will be constructed in the existing banks of the canal. The project site is highly turbulent due to the outfall of a stormdrain pump station, a transition from lined to unlined channel, and a 90 degree bend in the B drain. Due to these factors Rock Slope Protection (RSP) will be placed in an 18-inch layer throughout the channel approximately 87 feet upstream (east) of the bridge crossing, totaling approximately 700 square feet. No riparian vegetation or native trees will be impacted by project activities.

A temporary water diversion will be implemented within the project area to allow for channel access and demolition of a section of existing revetments.

A variety of earthmoving equipment such as scrapers, excavators, backhoes, compactors, graders, and bulldozers will do most of the earthmoving work within the site. Cement trucks, dump trucks, and other typical construction vehicles will be present. Access to the site/staging area will occur on top of the graded portions of the canal within City easements.

Exhibit B shows the project plans.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: giant garter snake (*Thamnophis gigas*), Swainson’s Hawk (*Buteo swainsoni*), White-tailed kite (*Elanus leucurus*), fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct take of fish and other aquatic species, direct mortality or injury to individual plants and animals caused by project activities; impediment to migration of aquatic and terrestrial species during the project; and direct loss of resources for aquatic organisms.

introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from project activities); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel, loss of bank stability during the project; increase of bank erosion during the project; disturbance from project activity; diversion of flow water from, or around, activity site; and dewatering.

The project will cause permanent impacts to 0.06 acres of the B Drain Canal as well as an additional 0.04 acres of temporary impacts caused by the water diversion. The project is within the Natomas Basin Habitat Conservation Plan (NBHCP).
MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 **Documentation at Project Site.** Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 **Providing Agreement to Persons at Project Site.** Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 **Notification of Conflicting Provisions.** Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.

1.4 **Project Site Entry.** Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement.

1.5 **No Trespass.** To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner’s property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.

1.6 **Notification of Project Modification.** Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.

1.7 **Change of Conditions and Need to Cease Operations.** If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.

1.8 **Does Not Authorize “Take.”** This Agreement does not authorize “take” of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW and demonstrate compliance with CESA.

1.9 **CEQA Compliance.** Permittee shall implement and adhere to the mitigation measures in the Environmental Impact Report (EIR) (SCH No. 2005012119), and all associated documents adopted by the City of Sacramento as lead agency for
the project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from project activities that were not analyzed in the CEQA document, then Permittee should comply with CEQA before the project commences.

1.10 Limitations on Authorization of Water Use. This Agreement does not authorize any diversion, use, or storage of water unless already permitted by law. Permittee is responsible for obtaining all necessary water rights and maintaining compliance with the State Water Code and Title 23 California Code of Regulations as appropriate. Permittee shall store and use water in accordance with a valid water right, including any limitations on when water may be stored and used, the purpose for which it may be stored and used, and the location(s) where water may be stored and used. Information regarding water right registrations can be found at https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations. Information about water right permits and applications can be found here: https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications.

1.11 NBHCP Compliance. Prior to initiation of project activities and during implementation of the project, the Permittee shall comply with all applicable NBHCP compliance requirements including avoidance and minimization measures.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

2.1 Work Period. Project activities covered under this Agreement shall be confined to the dry season, specifically the period between May 1 and October 1 during the term of this Agreement. Revegetation, restoration, and erosion control work located outside of flowing water is not confined to this time period.

2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by CDFW (see Contact Information). Permittee shall submit a written request for a work period modification to CDFW. The work period modification request shall: 1) describe the extent of work already completed; 2) provide a schedule for activities to be conducted within the requested modification period; 3) detail the time required to complete each activity; and 4) provide photographs of current site conditions. Work period modifications are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the modification.

2.3 Work Period in Low Rainfall / Dry Weather Only. The work period within the B Drain Canal shall be restricted to periods of low rainfall (less than ¼-inch per 24-
hour period) or periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration, and erosion control work outside of flowing water is not confined to this work period.

2.4 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. No native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation that will not be removed by the project shall be marked for protection and may only be trimmed with hand tools to the extent necessary to gain access to the work sites.

2.5 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the project description.

Water Diversion

2.6 Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit for approval a detailed water diversion plan to CDFW. Dewatering structures may include the use of sandbag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. The CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the diversion of water without written approval from CDFW.

2.7 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Section 5937 of the Fish and Game Code.

2.8 Clean Obstruction Only. Any temporary dam or other artificial obstruction constructed by Permittee shall only be built from materials which will cause little or no siltation.

2.9 Non-Erodible Materials. Permittee shall use only clean non erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream following completion of instream work each year.
2.10 **Maintain Water Quality.** Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows downstream. Flows downstream shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.

2.11 **Restore Normal Flows.** Permittee shall restore normal flows to the affected watercourse immediately upon completion of work at that location.

**Biological Resources**

2.12 **Leave Wildlife Unharmed.** If any wildlife is encountered during the course of the project, said wildlife shall be allowed to leave the project area unharmed.

2.13 **Special-Status Species encountered during work.** If Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, Permittee encounters any species listed pursuant to the CESA, work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.

2.14 **NBHCP Covered Species encountered during work.** If the Permittee encounters any NBHCP Covered Species during project activities, Permittee shall notify CDFW and adhere to the Avoidance and Minimization Measures in the NBHCP applicable to the Covered Species encountered.

2.15 **Designated Biologist.** At least thirty (30) business days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site and have the necessary handling permits. The Designated Biologist shall be responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The Designated Biologist shall be responsible for observing bird activity and any newly active nests. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement.
2.16 **Daily Biological Monitoring.** The Designated Biologist shall be onsite daily during construction activities. The Designated Biologist shall be onsite to perform biological monitoring during all construction activities.

2.17 **Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the species, information about the distribution and habitat needs of the species, sensitivity of the species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this agreement. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

2.18 **Pre-commencement Surveys.** Prior to initiation of project activities, the Designated Biologist shall complete surveys in accordance with the NBHCP. The results of the survey shall be submitted as instructed in Contact Information section below. Email notification is preferred.

2.19 **Nesting Bird Survey.** If project-related activities are scheduled between February 1 to August 31 (the typical nesting season), a focused survey for nests shall be conducted by a Designated Biologist within three (3) business days prior to the beginning of Project-related activities. The Designated Biologist shall survey a minimum radius of 500-feet for migratory birds and 1/2-mile for raptors around the Project area that can be acococcecd by Permitter. The results of the survey shall be provided to CDFW upon completion. If no active nests are found, project activities may proceed as scheduled.

2.19.1 **Active Nests.** If an active nest is found, active nests should be avoided, and a no disturbance or destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the breeding nesting season or the Designated Biologist confirms the young have fledged, are foraging independently, and the nest is no longer active for the season. The extent of these buffers shall be determined by the Designated Biologist and will depend on the species present, the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

2.19.2 **Project Delay.** If a lapse in project-related work of fourteen (14) calendar
days or longer occurs, the Designated Biologist shall complete another focused survey before Project work can be reinitiated.

2.19.3 Permittee Responsibility. It is the Permittee's responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.

2.20 Swainson's hawk Protocol Survey. In the year in which project activities occur, the Designated Biologist shall conduct a Swainson's hawk survey within a minimum 1/2-mile radius around the project area. Surveys shall be conducted according to the following the five-period schedule in accordance with the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (Swainson's Hawk Tech. Advis. Comm., 5/2000):

- January to March 20- One (1) Survey, All Day
- March 20 to April 5- Three (3) Surveys, Sunrise to 1000 / 1600 to Sunset
- April 5 to April 20- Three (3) Surveys, Sunrise to 1200 / 1630 to Sunset
- April 21 to June 10- Monitoring
- June 10 to July 30- Three (3) Surveys, Sunrise to 1200 / 1600 to Sunset

Results of the survey shall be submitted to CDFW. If an occupied nest is found, the Permittee shall consult with CDFW and comply with the NBHCP. Permittee is only required to complete surveys during the two periods immediately preceding the commencement of construction activities.

2.21 Swainson's Hawk Nest Avoidance. During the nesting season (approximately March 1 to September 1), ground-disturbing activities within a 1,320-foot buffer of occupied nests or nests under construction shall be prohibited to minimize the potential for nest abandonment, unless otherwise approved by CDFW in writing in accordance with the NBHCP. While the nest is occupied or under construction, projects activities outside the buffer can take place provided that they do not stress the breeding pair. The Designated Biologist shall monitor project activities to ensure that activities do not occur within the buffer. Any modifications to this buffer shall be implemented in consultation with CDFW prior to its implementation. If a buffer reduction is proposed, such a request shall include relevant information and/or propose new measures to justify the buffer reduction. The buffer area must be clearly marked to prevent project-related activities from occurring within the buffer zone. The Designated Biologist will be required to monitor the nest and determine that the reduced buffer does not cause nest abandonment. If the Designated Biologist determines nestlings have fledged, are feeding independently, and the birds are no longer dependent on the nest, construction activities can proceed normally.
If monitoring indicates that construction outside of the buffer is affecting nesting, the buffer shall be increased if space allows (e.g., move staging areas farther away). If space does not allow for an increased buffer, shall consult with CDFW and comply with the NBHCP.

2.22 Burrowing Owl Surveys. Permittee shall conduct a burrowing owl survey over all suitable habitat present within project area. Burrowing owl surveys shall be conducted by the Designated Biologist in accordance with the protocol described in the Staff Report on Burrowing Owl Mitigation (CDFW, March 7, 2012). If possible, surveys should be conducted during both the breeding (February 1 – August 31) and non-breeding seasons (September 1 – January 31) immediately preceding the planned start of construction activities to ascertain the seasonal residency status of any owls occupying the site. The presence of burrowing owl or their sign anywhere on the site or within a 500-foot accessible radius around the project site shall be recorded and mapped. Surveys shall disclose all burrows and occurrence of sign of burrowing owl on the project site and within the 500-foot buffer. Results of the survey shall be submitted to CDFW.

2.23 Burrowing Owl Take Avoidance. During the breeding season (February 1 to August 31), surveys shall document whether burrowing owls are nesting in or within 500 feet of the project area. During the non-breeding season (September 1 to January 31), surveys shall document whether burrowing owls are using habitat in or directly adjacent to any area to be disturbed. Survey results shall only be valid for the season (breeding or non-breeding) during which the survey was conducted. If a lapse in project-related work of fifteen (15) calendar days or longer occurs, another focused survey and consultation with CDFW shall be required before project work can be reinitiated. If a burrowing owl or evidence of presence at or near a burrow entrance is found to occur within 500 feet of the project site, the following measures shall be implemented:

2.23.1 If burrowing owls are found during the non-breeding season (approximately September 1 to January 31), the project applicant shall establish a 260 foot buffer zone around active burrows. The buffer zone shall be flagged or otherwise clearly marked. Measures such as visual screens may be used to further reduce the buffer with CDFW approval and provided the Designated Biologist confirms that such measures do not cause agitated behavior.

2.23.2 If burrowing owls are found during the breeding season (approximately February 1 to August 31), the project applicant shall:

- Avoid all nest sites that could be disturbed by project construction during the remainder of the breeding season or while the nest is occupied by adults or young (occupation includes individuals or family groups foraging on or near the site following fledging).
• Establish a minimum 500-foot non-disturbance buffer zone around nests, unless otherwise approved by CDFW in writing. The buffer zone shall be flagged or otherwise clearly marked. Should construction activities cause the nesting bird to vocalize, make defensive flights at intruders, or otherwise display agitated behavior, then the exclusionary buffer will be increased such that activities are far enough from the nest so that the bird(s) no longer display this agitated behavior. Construction shall only occur within the 500-foot buffer zone during the breeding season if the Designated Biologist monitors the nest and determines that the activities do not disturb nesting behavior, or the birds have not begun egg-laying and incubation, or that the juveniles from the occupied burrows have fledged and moved off site. Any modifications to this buffer shall be approved by CDFW prior to its implementation. The buffer reduction request shall include relevant information and/or propose new measures to justify the buffer reduction. The buffer area must be clearly marked to prevent project-related activities from occurring within the buffer zone.

2.24 Passive Exclusion of Burrowing Owls. If after all applicable avoidance and minimization measures are implemented, Permittee needs to passively exclude burrowing owls, a burrowing owl exclusion plan shall be developed by the Designated Biologist for CDFW review and approval. This plan, including its proposed mitigation, shall be consistent with the most recent available guidelines (e.g., 2012 Staff Report on Burrowing Owl Mitigation). This plan shall be submitted to CDFW at least thirty (30) days prior to its implementation. Burrow exclusion shall only be conducted during the non-breeding season for burrows located in the project footprint, and in limited instances within a buffer zone around the project site, as determined in consultation with CDFW after all avoidance and minimization measures have been exhausted.

2.25 Giant Garter Snake. No more than 24 hours prior to the commencement of initial ground disturbance, the Designated Biologist shall survey for the giant garter snake (Thamnophis gigas) within 200-feet of suitable habitat. The Designated Biologist will provide CDFW with a written report that adequately documents the monitoring efforts within 24 hours of commencement of initial ground disturbance. If during project surveys, the Permittee encounters any giant garter snakes, work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA. The Project Area shall be re-inspected by the Designated Biologist whenever a lapse in ground disturbance of two weeks or greater has occurred.

2.26 Dewatering Habitat. The Permittee shall ensure that all ditches are dry for at least fifteen (15) consecutive days and prior to excavating or filling. The ditches shall remain dry until project activities are completed, unless otherwise approved by CDFW in writing.
2.27 **Western Pond Turtle.** Within 48 hours prior to starting construction activities, the Designated Biologist shall survey the project site for western pond turtle. The results of the survey shall be submitted to CDFW. If western pond turtle is encountered during surveys, a site-specific avoidance, minimization, and/or relocation plan shall be prepared for review and approval by CDFW. This plan shall be submitted prior to starting construction activities within the areas where pond turtles were discovered. All the measures included in the approved plan shall be implemented during project activities.

2.28 **Plant Survey.** A one-time pre-construction plant survey shall be performed for all special-status plant species that have potential to occur within the project area and that have a blooming period in which initial mass grading activities occur. The results of the survey shall be submitted to CDFW. If the survey results are negative, no further action by Permittee is needed. If the survey finds that any special-status plant species are present, Permittee shall consult with CDFW on the appropriate action and the inclusion of any additional measures.

2.29 **Avoid Wildlife Entrapment.** All excavated locations, steep-walled holes, or trenches more than six (6) inches deep shall be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each workday or 30 minutes prior to sunset, whichever occurs first. All steep-walled holes or trenches shall be inspected by the Designated Biologist each morning to ensure that no wildlife has become entrapped. All construction pipes, culverts, similar structures, construction equipment, and construction debris left overnight shall be inspected for wildlife by the Designated Biologist.

2.30 **Entrapment in Construction Materials.** Permittee shall visually check all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together. Permittee shall cap or securely cover all construction materials such as steel piles, hoses, and similar structures stored on the project site for one or more overnight periods or installed as part of the project. Permittee shall check said construction materials for entrapped wildlife prior to moving or use. Pipes stored on site that are 24-inch in diameter or greater and five (5) feet or less in length may be visually inspected instead of being capped prior to being moved or installed as long as the materials can be fully inspected (e.g., pipe can be viewed from end to end). After attachment of the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped within the pipeline. Permittee shall allow any entrapped wildlife to move out of the project site independently. Permittee shall check all non-permanent pipes and materials for this requirement at the end of the project.

2.31 **Invasive Species.** Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any
signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW’s Invasive Species Program by email at invasives@wildlife.ca.gov.

Revegetation and Restoration

2.32 **Seeding.** Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a native seed mix of known genetic origin whose original stock seed was collected from the Great Central Valley, unless otherwise agreed upon with CDFW. Revegetation shall be completed in the fall before the start of the rainy season and as soon as possible after project activities.

2.33 **Native Plant Materials.** Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.

2.34 **Prohibited Plant Species.** Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Plant Council’s database, which is accessible at: [http://www.cal-ipc.org](http://www.cal-ipc.org).

2.35 **Stream Materials.** Rock, gravel, and/or other materials shall not be imported to, taken from or moved between watercourses except as otherwise addressed in this Agreement.

2.36 **Return Low Flow Channel to Pre-project Conditions.** If a stream channel has been altered during the project, Permittee shall return its low flow channel, as nearly as possible, to pre-project conditions. Permittee shall return the gradient of the watercourse to pre-project grade unless is not possible, in which case, the change in grade shall be approved by CDFW prior to project commencement.

Erosion Control/Stabilization

2.37 **Erosion Control.** Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include, but are not limited to: pre-project planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other
siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.

2.37.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.

2.37.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed. Permittee shall remove and dispose of all temporary BMPs and any related material upon completion of project activities.

2.37.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW's determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.

2.38 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.

2.39 Site Restoration. All areas and access points exposed or disturbed during project activities shall be restored using conditions as set forth in the Revegetation and Restoration section above. Seeded areas shall be covered with broadcast straw, mulch, and/or erosion control blankets.

2.40 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: http://www.nws.noaa.gov.
Avoid/Minimize Effects of Equipment

2.41 **Heavy Equipment Maintenance.** Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, Permittee shall use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Permittee shall place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.42 **Equipment Maintenance and Fueling.** No equipment maintenance or fueling shall take place where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.43 **Minimize Vehicle Parking.** Vehicles may enter and exit the work area as necessary for project activities, but shall not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.44 **Staging and Storage Areas.** Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located where they may not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.45 **Building Material Storage.** Project building material and/or project equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, or where they may cover aquatic or riparian vegetation.

2.46 **Decontamination of Project Equipment.** Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment that will enter the water by utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing personal equipment, paying close attention to small crevices such as boot laces, seams, net corners,
etc., with a stiff-bristled brush to remove all organisms. To decontaminate by
drying, Permittee shall allow larger equipment to dry thoroughly (i.e., until there is a
complete absence of water), preferably in the sun, for a minimum of 48 hours. To
decontaminate using a hot water soak, Permittee shall immerse equipment in 140
degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To
decontaminate by freezing, Permittee shall place equipment in a freezer 32
degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat
decontamination is required only if the equipment/clothing is removed from the site,
used within a different waterbody, and returned to the project site.

2.47 Decontamination Sites. Permittee shall perform decontamination of vehicles,
watercraft, and other project gear and equipment in a designated location where
runoff can be contained and not allowed to pass into waters of the state (Fish & G.
Code § 89.1), the stream bed, bank, or channel (including but not limited to dry,
ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.48 Stationary Equipment Leaks. Stationary equipment such as motors, pumps,
generators, and welders shall be positioned over drip pans and secondary
containment, as necessary. Stationary equipment shall have suitable containment
to handle any spill/leak. Equipment shall be stored in areas that any possible
contamination from the equipment would not pass into waters of the state (Fish &
G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry,
ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

Debris Materials and Waste

2.49 Remove Structures. Project-related structures and associated materials not
designed to withstand high water flows or placed in seasonally dry portions of a
stream or lake that could be washed downstream or could be deleterious to
aquatic life, wildlife, or riparian habitat shall be moved to areas outside the
floodplain before such flows occur.

2.50 No Dumping. Permittee and all contractors, subcontractors, and employees shall
dump any litter or project debris on the project site.

2.51 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all
temporary flagging, fencing, and/or barriers from the project area and vicinity
immediately upon completion of project activities.

2.52 Wash Water. Water containing mud, silt, or other pollutants from equipment
washing or other activities, shall not be allowed to enter sensitive areas, or placed
in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the
stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or
wetland areas), drainages, lakes, other sensitive habitat.

2.53 Hazardous Materials. Debris, soil, silt, sand, rubbish, project waste, cement or
concrete or washings thereof, asphalt, paint, oil or other petroleum products or any
other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located where it may not pass into the waters of the state, the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. Permittee shall ensure that all project areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.

2.54 **Removal of Debris, Materials and Rubbish.** Permittee shall remove all project generated debris, building materials and rubbish from the project area following completion of project activities.

2.55 **Concrete – Primary Containment.** Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering the channel outside of those structures.

2.56 **Designated Monitor.** At all times when Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.

2.57 **Water Contaminated with Concrete.** No water contaminated with concrete shall be allowed to enter the streams or riparian areas. Any water that has come in contact with wet concrete shall be collected and treated or disposed of in accordance with local and state laws. To prevent the release of materials that may be toxic to wildlife species, poured concrete shall be isolated from contact with water and allowed to dry/cure for a minimum of fifteen (15) days.

2.58 **No Pouring in Advance of Rain.** No concrete or any cement product may be poured if rain is forecasted within fifteen (15) days. If any concrete is poured after November 1, or if measurable rain may fall fifteen (15) days after pouring, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time.

3. **Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.
3.1 Compensatory Mitigation. Permittee shall mitigate for filling 0.06 acres of B Drain Canal through the NBHCP prior to commencing project activities. Permittee shall provide to CDFW (1) proof of NBHCP fee payment from the City of Sacramento.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) business days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

4.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be photographed. Photographs shall be submitted to CDFW within fifteen (15) business days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDB) Online Field Survey Form electronically at https://www.wildlife.ca.gov/data/CNDDB/submitting-data within five (5) business days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:
Adam Randolph
City of Sacramento
915 I Street, Room 2000
Sacramento, CA 95814
(916) 808-7803
aranjold@cityofsacramento.org

To CDFW:
California Department of Fish and Wildlife
North Central Region
LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW’s endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee’s alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW’s enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act...
(ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 et seq. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall submit to
CDFW a completed CDFW “Request to Extend Lake or Streambed Alteration” form and include with the completed form payment of the extension fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW’s signature, which shall be: 1) after Permittee’s signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at https://www.wildlife.ca.gov/Conservation/CEQA/Fees.

TERM

This Agreement shall expire five (5) years from the date signed by CDFW. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and incorporated herein by reference.

Exhibit A. Project Location
Exhibit B. Project Plans
Exhibit C. Project Impacts
AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee’s representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.
Exhibit A: Project Location
TREATMENT AND FINISHING NOTES:

Architectural Treatment is to be "CUSTOMMOCK ROCK"
Polished #1208 Dryrock #2 relief or equivalent and placed on exposed faces of wingswalls and piers. Treatment color is to match color palette of architectural treatment on the nearby Fong Ranch Road and Bridgford Drive Culvert structures.

1. Contractor may terminate architectural finish and stucco
2-3" troweled FS or native finish system.

1. Contractor shall verify and match the architectural treatment patterns, type and color palette used on the nearby Fong Ranch Road and Bridgford Drive Culvert Structures.
APPENDIX B: RD1000 TEMPORARY USE PERMIT & HOLD HARMLESS AGREEMENT (TUP) AND ENCROACHMENT PERMIT
APPENDIX B

RD1000 Temporary Use Permit & Hold Harmless Agreement (TUP) and Encroachment Permit

1. RD1000 Temporary Use Permit and Hold Harmless Agreement (TUP)

2. RD1000 Encroachment Permit
TEMPORARY USE PERMIT AND HOLD HARMLESS AGREEMENT
Reclamation District NO. 1000
Permit No. 2024-3

Permittee:
Location: B Drain
Purpose: Construction of Box Culvert and Trail Crossing Across B Drain for City of Sacramento
Dates: May 1 to November 1 2024

This Permit grants to the Permittee(s) named above the temporary right to access and use a portion of the canal and levee easement(s) held by Reclamation District No. 1000 ("the District"). This right is subject to the following terms and conditions:

1. The permission granted under this Permit is strictly limited to the specific details provided above.

2. The District reserves the right to rescind this permit at any time.

3. This permit does not include the right to pass over property not belonging to or under the control of this District. Permittee(s) shall obtain any necessary approvals from other landowners or regulatory agencies.

4. Equipment shall not be serviced at the site; any hazardous materials (oil, diesel fuel, etc) shall immediately be removed and cleaned up to the satisfaction of the District.

5. No hazardous materials shall be stored on the site. Temporary restroom facilities are permitted provided they are serviced on a regular basis.

6. Maximum speed limit on levees and canals is ten (10) miles per hour.

7. District is not responsible for any damage to or loss of equipment or materials brought to the site or caused by vandalism.

8. Permittee shall provide reasonable access for District personnel, vehicles and equipment at all times to allow for the District to conduct its operation and maintenance responsibilities.
9. Permittee(s) agree to exercise reasonable care to avoid damage to District facilities and shall repair any damage as directed by the District. Upon completion of the work for which the permit was obtained or upon its expiration, the Permittee(s) shall fully restore the District’s facilities to their pre-project condition to the satisfaction of the District.

10. Permittee will submit a deposit to the District in the amount of $10,000, in a form satisfactory to the District, to insure restoration of the site per the above conditions to the satisfaction of the District. If in the District’s opinion, the site has not been properly restored, the District may use funds from the deposit to restore the site per the above conditions. Upon restoration of the site to the satisfaction of the District, the remaining deposit funds will be returned to the Permittee within 30 days.

11. The District reserves the right to take any action it deems necessary in the event of an emergency. In exercising this reserved power, the District shall have no liability or responsibility to the Permittee(s) or to the employer or contractor of any Permittee(s). Permittee(s) shall immediately remove all encroachments including, but not limited to, facilities, structures, equipment, and materials upon notification by the District.

12. Permittee(s) hereby agree(s) to indemnify and hold and save the District and its employees harmless from any damage, costs or liability, including all costs of defense, which may arise as result of the exercise of this Permit. Permittee(s) agree(s) to replace or repair any District property used and/or damaged as a result of the exercise of this Permit and if to the District’s easement all to the satisfaction of the District.

Authorized by: \hspace{5cm} Agreed by:

_________________________ \hspace{5cm} _______________________
Kevin L. King \hspace{5cm} Print Name:
General Manager \hspace{5cm} Title:

Date: ____________________
RECLAMATION DISTRICT NO. 1000
ENCROACHMENT PERMIT

Reclamation District No. 1000, a public entity of the State of California formed by Special Act of the California Legislature ("RD 1000") hereby grants The City of Sacramento Department of Public Works ("Permittee") a permit to encroach upon RD 1000's Right of Way ("ROW") at the location described below for the purpose of constructing a recreation trail crossing using a culvert and related facilities (Hereafter "Trail Crossing"). The Trail Crossing will be constructed in and across the RD 1000 B Drain. The proposed location is south of Interstate 80 approximately 1500 lineal feet east of the Fong Ranch Road crossing near the upstream terminus of the B Drain at the City of Sacramento pump station. The project will include the following features as shown on the attached plan set:

1. Please see Exhibit A

TERMS AND CONDITIONS:

1. Permittee shall obtain all permits required for the project and ensure that all permit terms and conditions are fulfilled.

2. Permittee will construct the project according to the agreed to drawings and the features described above. Any work done during the flood season of November 1 through April 15 shall be coordinated with and approved by RD 1000 so as to not interfere with RD 1000's flood operations including maintaining reasonable all-weather access.

3. RD 1000 shall be notified at least 40 hours prior to commencement of construction and may have on site a representative to view construction. Please notify the District Operations Manager Gabe Holleman at 707-249-6109.

4. Permittee agrees to save and hold RD 1000, its trustees, officers, employees and agents free and harmless from and to defend and indemnify them against any and all claims of personal injury or property damage, costs (including reasonable attorney fees) and expenses arising as a result of the Trail Crossing work authorized herein by any wrongful or negligent act or omission of Permittee or its agents, employees or contractors or use of the Trail Crossing by the public.
5. Permittee shall obtain and maintain in force throughout the period of construction a comprehensive general liability policy in a combined single limit of not less than $2,000,000.00 covering construction activities undertaken by or for Permittee hereunder, and RD 1000 shall be named as an additional insured.

6. Permittee shall remain responsible for any damage to the RD 1000 facilities as a result of this permitted encroachment and shall protect the B Drain from eroding or collapsing during construction. In any case, should the B Drain be damaged as a result of Permittee’s work herein authorized, it shall be repaired to the reasonable satisfaction of RD 1000 at Permittee’s cost.

7. Permittee may be required, at its sole cost and expense, to remove, alter, relocate, or reconstruct all or any part of the encroachment if such removal, alteration, relocation or reconstruction, after consultation regarding said conflicts occurs between RD 1000 and Permittee, is deemed reasonably necessary as a part of or in conjunction with any present or future flood control plan or project or if the Trail Crossing unreasonably interferes with RD 1000’s ability to operate and maintain its flood control facilities. RD 1000 shall cooperate with Permittee in identifying mutually acceptable location for the relocated, altered, or reconstructed facilities and authorizing the occupation in the new location.

8. Upon request by the RD 1000, or as required, the City of Sacramento shall provide maintenance of the Trail Crossing, including the culvert. The City of Sacramento shall use its best efforts to maintain and repair the Trail Crossing including the culvert in a reasonable timeframe and manner including reasonable precautions to avoid damage to the B Drain. This includes require maintenance as a result of the public’s use of the Trail Crossing, including, but not limited to, security, trash removal, vegetation control and unauthorized encampments.

9. RD 1000 shall use reasonable efforts to avoid damages to the Trail Crossing while doing its routine operations and maintenance of the flood control facility; but is not responsible for damages to the Trail Crossing as a result of such operations and maintenance or flood emergency response activities.

10. Prior to any maintenance activities, the City shall contact RD 1000 with a minimum 48-hours notification. Contact the District Operations Manager Gabe Holleman at 707-249-6109.
RECLAMATION DISTRICT NO. 1000

By: ____________________________

Kevin L. King, General Manager

Date: __03/08/2024________________

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

By: ____________________________

Name: __________________________

Title: __________________________

Date: __________________________
APPENDIX C: RECLAMATION DISTRICT NO. 1000 (RD1000) PROVISIONS

RECLAMATION DISTRICT 1000

STANDARD SPECIFICATIONS
AND
STANDARD DRAWINGS

February 14, 2014
RECLAMATION DISTRICT NO. 1000 STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

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PART 1 – STANDARD SPECIFICATIONS

INTRODUCTION:

These Standard Specifications (SS) and accompanying Standard Drawings (SD) are intended as guidelines for typical construction on Reclamation District No. 1000 (District) property or rights of way, and activities that affect facilities for which the District has operational responsibility. These Standards shall be considered minimum requirements. The District reserves the right to modify these SS and SD as appropriate depending on site conditions, historical performance, and special considerations.

All work that encroaches upon the District right-of-way or easements will require a permit. Activities that will encroach upon the Natomas Basin perimeter levee system shall comply with both the State and Federal provisions for Federal “Project Levees,” in addition to these District standards. The Project Levee jurisdictional limits include the levee, any waterside work, and work within 20 feet of the landside toe, as well as work within any wider corridors that the State or District has acquired for flood control management. Title 23 of the California Water Code covers the permitting of work within these limits and requires an Encroachment Permit issued by the California Central Valley Flood Protection Board (with an endorsement by the District). Permits issued by the District General Manager regulate encroachment activities within the Natomas Basin and outside of Project Levee jurisdictional limits.

Certain Natomas Basin interior levees are Federal Emergency Management Agency (FEMA) accredited levee systems and are part of the City of Sacramento’s participation in the National Flood Insurance Program (NFIP). These levees are “certified” in their present state. When activities will encroach upon these “Certified Levees”, the Project Proponent will be required to engage the services of an Independent Testing Agency to provided testing for compliance with FEMA levee standards contained in the Code of Federal Regulations Title 44, Part 65.1 (44 CFR 65.10). Such work activities will require oversight by the District’s geotechnical and facilities engineers at the Permittee’s cost. The District engineering team will determine final certification compliance for the District’s accredited internal levees.

The interior floodplains within the Natomas Basin are a mapped component of the FEMA NFIP. Changes in watershed runoff that result in additional inflows into the District’s drainage system shall be appropriately mitigated to prevent changes in mapped Base Flood Elevations (BFE’s). The District maintains a system-wide hydraulic model of their drainage system. The design storm is a 100-year, 10-day event. A 100-year flood event is the flood having a 1 percent chance of being equaled or exceeded in magnitude in any given year. All modifications to drainage inflows into the District’s basin-wide drainage system shall be incorporated into the District’s “Basin Hydraulic Model”, by the District’s engineer at the Project Proponent’s expense, and appropriately mitigated to avoid impacts upon BFEs. The District shall review encroachments upon the District’s drainage conveyance system, any new drainage conveyance facilities, and changes to District’s drainage pumping plants for potential impacts upon the BFE’s.

All federal, state and local laws and regulations shall be adhered to, and regulatory compliance shall be the sole responsibility of the Project Proponent. The District is not responsible for verification and monitoring of regulatory compliance (except for FEMA certification noted above) and shall not be liable for any work performed that does not conform to all other federal, state, and local regulations.

In approving work on or adjacent to its facilities, the District reserves the right to take any action it deems necessary in the event of an emergency. In exercising this reserved power, the District shall have no liability or responsibility to the Project Proponent or its contractors. The Project Proponent shall immediately remove all encroachments including, but not limited to, facilities, structures, equipment, and materials upon notification by the District.
SECTION 1 – CANALS AND DRAINS

SS-1.1 COFFERDAMS: Construct cofferdams of non-earthen materials such as sheet pile, water dams (bladders), Porta-dam™, or similar products. Earthen dams will not be allowed. Any backing material used for a water dam shall be sacked sand or gravel, no loose fill will be allowed. Where excavation is required for installation of cofferdams, the work area shall be contained by silt fabric or other suitable sediment management system. For open excavations within channels, a minimum set back distance of fifty (50) feet from the excavation limits to the cofferdam is required.

Flow bypass requirements shall be based upon schedule of work and location within the drainage conveyance system. Consult the District prior to design for flow bypass requirements.

Submit a work plan for District approval a minimum of 30 days prior to beginning construction including drawings and schedule for work activities with sufficient float to allow for unanticipated delays. Work extending beyond permitted construction windows may require modifications to flow bypass or removal of blockage to accommodate the District’s drainage management mission.

The District approval for dewatering operations and cofferdams is conditional and can be withdrawn at any time due to weather forecasts, canal levels, emergency operations or other unforeseen circumstances at no cost to the District.

SS-1.2 BRIDGE CROSSINGS: All bridge crossings shall be designed to provide access from the public roadway and/or trail to the District access roads consistent with SD-2.0 at all four quadrants. Install concrete pavement at both bridge abutments for tracked equipment traveling along drain maintenance roads to cross roadway in accordance with details or SD-2.0. For bridges designed with a median, a minimum fifteen-foot (15) median opening is required with concrete pavement.

BRIDGE CROSSINGS GREATER THAN 20 FEET WIDE
Provide concrete channel lining under the new bridge crossing over a District drain extending a minimum of ten feet (10) upstream and downstream of the bridge limits. Install concrete lining in accordance with details provided in SD-3.0. The concrete lining shall be placed at the design channel invert as determined by the District, which will generally require removal of sediment to the original design grade.

BRIDGE CROSSINGS 20 FEET WIDE OR LESS
Provide Rock Slope Protection (RSP) bank stabilization similar to SD-4.0 under crossing on both banks and to a minimum of 5 feet upstream and downstream of the structure. RSP shall be keyed in at the toe of the slope. No RSP will be allowed on the flow line of the drain.

SS-1.3 DRAINAGE CANAL: New drainage canals shall be designed to accommodate 100-year flows using the Basin Hydraulic Model with appropriate freeboard as determined by the District. District drainage canals shall be constructed in accordance with SD-6.0. Canal side slopes shall be a minimum of 3H:1V and shall have access roads on both sides of the canal. Access roads shall be a minimum of 15 feet for minor drains and canals and 20 feet for the East Drain, North Drain, West Drain and Main Drain Canals.

Access roads on District drains and canals shall be a minimum of 6 inches of compacted Aggregate Base.

All drop pipes and field drains to be abandoned, including pipes that are cut back from the canal shall be removed, and the canal bank along with the adjacent area backfilled and restored to the satisfaction of the District. Pipes shall not be abandoned in place unless otherwise approved based upon disturbance to the District systems and facilities.
SECTION 2 – LEVEES AND EARTHWORK

SS-2.1 PIPE PENETRATIONS THROUGH CERTIFIED LEVEES: Pipe trench bedding and initial backfill material shall be Controlled Low-Strength Material (CLSM) (lean concrete slurry) in accordance with these Standard Specifications. Place CLSM against undisturbed trench bottom and walls in accordance with details provided in SD-8.0. Pipes less than or equal to twenty four-inch (24") diameter shall be encased in CLSM backfill to at least 6 inches above the top of pipe. Pipes larger than 24 inches shall have CLSM encasement to at least the spring line of pipe. The remaining trench backfill to finished grade shall comply with embankment material and compaction requirements in accordance with these Standard Specifications. Recompact roadway subgrade in accordance with access roadway specification.

All existing pipes through berms that will become fortified levees shall be completely removed; no abandonment in place will be allowed.

SS-2.2 PIPE DRAIN CONNECTIONS: An encroachment permit from the District is required for all pipes connecting to District drainage system. Pipe material shall be high density polyethylene (HDPE) or precast concrete; corrugated metal pipe (CMP) is not allowed. Precast concrete pipe is required for pipes under public roads.

AGRICULTURAL FIELD DRAINS
Pipe drains from agricultural fields shall be connected to the District drains in accordance with SD-4.0 using a field inlet or equivalent unless otherwise approved by the District. Rock slope protection will be required on the canal bank unless otherwise determined by the District.

NON-AGRICULTURAL DRAINS
Pipe drains from non-agricultural sites such as roadways, commercial, industrial, residential or other sites shall be constructed with a concrete apron in accordance with SD 3.0 with concrete lining at outlets.

SS-2.3 AGGREGATE BASE FOR ROADS: Aggregate Base on District facilities shall be a minimum depth of 6 inches and comply with State Specifications, Class 2. Compact upper 12 inches of the aggregate base subgrade to 95 percent relative compaction in accordance with ASTM D1557.

SS-2.4 ROCK SLOPE PROTECTION BANK STABILIZATION: Approved Rock Slope Protection (RSP) gradations are designated below. The RSP bank stabilization gradation shall be determined by the District based on site conditions, flow velocity and direction. For non-agricultural pipe outlets, the Project Proponent shall provide outlet flow range. Pipe outlet velocity shall be determined based upon free discharge unless otherwise directed. RSP Gradations

- COE Rock – median rock size 6" by 15"
- Derrick Rock - median rock size 24" by 36"
- Caltrans Backing No. 1 Rock - State Specification Section /2
- Caltrans Backing No. 2 Rock – State Specification Section 72

Caltrans Backing No. 2 will generally be sufficient bank stabilization at submerged pipe outlets. Larger rock sizes are required for discharge points above water level or for encroachments that block channel flow cross section will be sized on a case-by-case basis.

SS-2.5 OPEN EXCAVATION BACKFILL: Open excavation or trench backfill within 20 feet of the projected toe of a levee shall be backfilled with CLSM (lean concrete slurry) in accordance with these Standard Specifications. Alternatively, all or a portion of the excavation may be backfilled with Embankment Material in accordance with the Standards Specifications with each lift keyed into adjacent material. Placement of earthen backfill will require sloping of excavation sides at 1H to 1V minimum to
allow for keying and benching of material lifts. The upper 24 inches of excavation backfill shall be earthen materials. Re-compact upper 12 inches of fill under access roads to 95 percent relative compaction in accordance with ASTM D1557.

**SS-2.6 NON-PROJECT LEVEE EMBANKMENT BACKFILL**: These provisions shall apply to backfill of excavations within non-Project Levees. Where new levee construction, levee embankment relocation, repair of slides, and similar repairs extend beyond the limits of existing embankment foot print, consultant with the District for additional surface preparation provisions and methods to key new fill into existing. Where imported soil materials will differ substantially from existing consult with District on zoning of imported materials during placement of backfill.

**Embankment Material.** Levee embankment material shall consist of low to medium plasticity soils, classified in accordance with ASTM D 2487 as silty sands and clayey sands (SM or SC), inorganic silts (ML) or inorganic clays (CL). Individual test results shall have a minimum of 30 percent passing the No. 200 standard sieve. Maximum particle size shall be 2 inches. Embankment material shall have a liquid limit of 50 or less and a plasticity index (PI) between 30 and 8. The organic content shall be less than 3.5 percent. Backfill materials within 3 feet of structures or pipes shall use material with PI between 5 and 12.

**Embankment Construction.** Place fill material in 4 to 6-inch layers and compact with a sheepfoot roller or equivalent, to a relative compaction of not less than ninety 90 percent in accordance with ASTM D1557 or not less than 97 percent of maximum dry density in accordance with ASTM D698. Moisture content at the time of compaction shall be plus 3 percent to minus 1 percent of optimum. Mix fill at the time of placement such that the embankment and backfill will be free from lenses, pockets, streaks, and layers of material differing substantially in texture or gradation from surrounding material of the same class. Fill placed against slopes steeper than 6 horizontal to 1 vertical shall be over-excavated to provide a level working platform, and keyed and bench on adjacent surface with each lift.

**Field Quality Control.** The Project Proponent shall engage the services of an Independent Testing Agency (or develop a reimbursement agreement with the District to provide testing services) to perform the following tests:

1. Field Density per ASTM D1556; D2922; D3017
2. Moisture density per ASTM D1557
3. Gradation per ASTM D422C (minus no. 200 particle size only)
4. Atterberg Limits per ASTM D4318
5. Organic Content per ASTM D2794

Minimum testing frequency for material classification (Gradation, Atterberg Limits, and Organic Content) shall be not more than every 600 cubic yards placed or whenever source material characteristics change. Perform field density and moisture content testing frequency for every three lifts of backfill placed and at a minimum for every 300 cubic yards of fill placed. Testing frequencies specified are minimums, additional testing may be necessary to detect placement and compaction methods. Testing Agency shall provide daily field reports to the District and a final report that summarizes all field and laboratory testing no later than four (4) weeks after completion of the work.
SECTION 3 - UTILITIES

**SS-3.1 UTILITY POLES:** In accordance with Title 23, vertical clearances shall be a minimum of 21 feet above the levee crown for 750 volts or less and 25 feet for higher voltage. All pole locations within 25 feet of a levee or canal bank toe shall be submitted to the District for review and approval prior to installation. For poles that are approved to be installed within 25 feet, the District will require RSP bank stabilization on the drain slopes and realignment of access roads where required, unless otherwise approved. Utility poles shall be backfilled with CLSM (lean concrete slurry) or concrete, no gravel allowed.

**SS-3.2 UTILITY CROSSINGS:** Underground utility crossings are not allowed over the top of existing District canals, ditches and pipes. Where underground utilities (pipelines, conduits, cables) cross District pipe alignments provide a minimum of 24-inch clearance.

Pipeline clearances beneath District drains shall comply with the following matrix.

<table>
<thead>
<tr>
<th></th>
<th>Main Drainage Channel</th>
<th>Drains and Laterals</th>
<th>Ditches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas</td>
<td>15 feet</td>
<td>10 feet</td>
<td>10 feet</td>
</tr>
<tr>
<td>Sewer</td>
<td>15 feet</td>
<td>10 feet</td>
<td>5 feet</td>
</tr>
<tr>
<td>Water</td>
<td>15 feet</td>
<td>10 feet</td>
<td>5 feet</td>
</tr>
<tr>
<td>Other</td>
<td>15 feet</td>
<td>10 feet</td>
<td>5 feet</td>
</tr>
</tbody>
</table>

All boring and tunneling operations shall be submitted for review and approval by the District. Submittal shall include a work plan, detailed drawings, and any other items requested by the District.
SECTION 4 – FENCING AND GATES

**SS-4.1 FENCING AND GATES:** No fencing shall be placed on District property or right-of-way without District approval. Fencing along property lines shall be placed 1 foot outside of District right-of-way. Access Control Gates shall conform to SD-9.

**SS-4.2 SECURITY FENCING FOR PUMP STATIONS:** Security fencing at District pumping plants shall be 8 feet high chain link with three strand barbed wire extensions and concertina wire wrap in accordance with SD 10.0. Chain Link Gates shall include at a minimum one 15-foot wide double gate and one 4-foot wide pedestrian gate.
SECTION 5 – PUMP STATION DESIGN:

All drainage pumps shall be sized to maintain 100-year design capacity at an average sump water level during design flood event (from District system-wide hydraulic model) and a 100-year base flood elevation at the outfall. Existing plant pumping capacities are the basis for FEMA internal flood plain mapping. Where facility modifications are proposed that will affect plant design capacity, the Project Proponent shall be responsible for adding capacity or replacement of the plant to maintain capacity. Pumping plant layout shall generally comply with U.S. Army Corps of Engineer’s Engineering Manual (EM) 1110-2-3102, GENERAL PRINCIPLES OF PUMPING STATION DESIGN AND LAYOUT, Hydraulic Institute Standards (ANSI/HI Pump Standards November 2005 Release). Equipment used shall be compatible District’s facilities and from the same manufacturer. Refer to the Reclamation District 1000 Pump Station Design and Layout Guidelines for specific design criteria and standards.
SECTION 6 – RECREATIONAL TRAILS:
This section is intentionally left blank.

SECTION 7 – PROPRIETARY EQUIPMENT:
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SECTION 8 – MISCELLANEOUS

SS-8.1 CONTROLLED LOW STRENGTH MATERIAL (LEAN CONCRETE SLURRY): CLSM (lean concrete slurry) shall comply with the specification below.

MATERIALS
- Portland Cement: ASTM C 150.
- Aggregate: Provide material meeting the requirements of ASTM C 33.
- Other Admixtures: Provide material meeting the requirements of ASTM C 494/C 494M.
- Pozzolanic Materials: Fly ash meeting ASTM C 618 requirements.

MATERIAL MIXTURE
- Mix Design: Mix design shall produce a consistency that will result in a flowable product at the time of placement that does not require manual means to move it into place.
- Mix Compressive Strength: Provide mix with compressive strength between 50 psi and 150 psi according to ASTM C 39 at 28 days after placement.
- Final Bleeding: Controlled Low Strength Material shall have minimal subsidence and bleed water which is measured as a Final Bleeding of less than 2.0 percent (retains 98.0 percent of original height after placement, approximately 1/4 inch per foot of depth) as measured in Section 10 of ASTM C 940.
- Fresh Unit Weight: The fresh unit weight shall be 100 - 110 lbs/ft³ (1600 - 1760 kg/m³), except where specified, and in the absence of strength data the cementitious content shall be a maximum of 150 lbs/cy (90 kg/m³).
- Control Density Fill: Control Density Fill shall have an in-place yield of 98 percent of design yield.
- Stable-Air-Generator: Provide Stable-Air Generator and comply with manufacturer’s recommendations. Add Stable-Air Generator at the production plant or placement site.

SS-8.2 WELL ABANDONMENT: Well abandonment within 100 feet of a levee or canal bank toe shall be backfilled with CLSM (lean concrete slurry) or grouted with cement-based sealing material. Sand, gravel, or other permeable backfill material will not be allowed.
**SS-8.3 SEEDING:** All disturbed areas shall be seeded and/or revegetated after completion of work and the Permittee shall maintain area until the desired stand of vegetation coverage is achieved (not less than 85 percent coverage). The Permittee shall be responsible for any repairs to area until May 1 of year following application or as required by regulatory permit unless other arrangements are made with the District. In areas with special vegetation such as the Project Levees, the vegetative cover shall match existing to the satisfaction of the District. In other areas, use native grass seed mix that complies with the following table.

<table>
<thead>
<tr>
<th>Species Name</th>
<th>Common Name</th>
<th><em>PLS</em> pounds per acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agrostis exarata</td>
<td>Bentgrass</td>
<td>0.2</td>
</tr>
<tr>
<td>Elymus glaucus</td>
<td>blue wildrye</td>
<td>6</td>
</tr>
<tr>
<td>Elymus trachycaulus</td>
<td>slender wheatgrass</td>
<td>6</td>
</tr>
<tr>
<td>Hordeum brachyantherum</td>
<td>meadow barley</td>
<td>8</td>
</tr>
<tr>
<td>Leymus triticiodes</td>
<td>creeping wildrye</td>
<td>8</td>
</tr>
<tr>
<td>Melica californica</td>
<td>California melic</td>
<td>4</td>
</tr>
<tr>
<td>Nassella pulchra</td>
<td>purple needlegrass</td>
<td>8</td>
</tr>
<tr>
<td>Poa secunda ssp secunda</td>
<td>Pine bluegrass</td>
<td>1.8</td>
</tr>
<tr>
<td><strong>TOTAL for Mix</strong></td>
<td><strong>42</strong></td>
<td></td>
</tr>
</tbody>
</table>

1 PLS = “Pure Live Seed” which is the percent of viable seed germination in a bulk pound of seed. Certified PLS ratings are provided by the seed supplier or seed grower.

**SS-8.4 GEOTECHNICAL BORINGS:** The District shall approve Geotechnical borings on District facilities by issuance of a Temporary Use Permit prior to mobilization of boring equipment. Approval for borings is conditional and can be revoked at any time due to weather, canal or river levels, emergencies or other unforeseen circumstances.

Use of District access roads will not be allowed if roadway is saturated and not stable. Spoils from the borings shall be removed from the site. Borings shall be backfilled with CLSM (lean concrete slurry) or grouted with cement-based sealing material, and the site restored to the satisfaction of the District.
NOTE:
1. INSTALL DEEPER SHUT-OFF VALVES ON BOTH SIDES OF DRAIN. VALVES SHALL BE A MINIMUM OF 15" OUTSIDE TOE BUT NOT MORE THAN 25'. WHERE DRAIN DOES NOT HAVE DEFINED EMBANKMENT, SHUT-OFF VALVE LOCATION SHALL BE SUBMITTED TO RD1000 FOR REVIEW AND APPROVAL PRIOR TO PIPELINE INSTALLATION.
2. PERMITTEE TO REGULARLY EXERCISE SHUT-OFF VALVES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, BUT NOT LESS THAN ONCE EVERY 3 YEARS.
3. FOR SPECIFIC UTILITY CROSSINGS, SEE STANDARD SPECIFICATIONS.
4. SUBMIT WORK PLAN FOR APPROVAL BY RD1000. TRENCHLESS CONSTRUCTION WORKPLANS SHALL INCLUDE A "FRACTIONING" PLAN, HOW Voids WILL Be HANDLED, ETC.
5. PROVIDE PERIMETER CONTAINMENT RINGING OF BOX PITS AT OR ABOVE ADJACENT DRAIN TOP OF LEVEE/BANK.

BELOW GRADE PIPELINE DRAIN CROSSING
RECLAMATION DISTRICT NO. 100X
STANDARD DRAWINGS
SD 1.0
REVISION DATE: 03/14/2014
NOTES:

1. IF BRIDGE INCLUDES A MEDIAN, LEAVE MINIMUM 15" MEDIAN BREAK TO ALLOW FOR MAINTENANCE EQUIPMENT CROSSING. CATWALK PAVEMENT TO BE 8" PORTLAND CEMENT CONCRETE ON 8" AGGREGATE BASE.

2. EXTEND CONCRETE LINING MINIMUM 10' UPSTREAM AND DOWNSTREAM OF WORK LIMITS.

3. SEE RD1000 STANDARD CONCRETE APRON FOR LINING DETAILS. FOR BRIDGES LESS THAN 25' WIDE, THE CONCRETE LINING MAY BE WAIVED BY RD1000 AND EANK STABILIZATION (RESP) USED.

4. PROVIDE MINIMUM 2' FURNACE FROM BOTTOM OF BRIDGE SCRIFTS TO DRAIN DESIGN MAXIMUM WATER SURFACE ELEVATION.

5. BRIDGE ABUTMENTS SHALL BE CONFIGURED TO MAINTAIN CONTINUALLY OF FLOOD BARRIER.

BRIDGE CROSSING
RECLAMATION DISTRICT NO. 100X
STANDARD DRAWINGS

SD 2.0

REVISION DATE 3/14/2014
SECTION

INSTALL TWIN TRACK WEIR, FLASH BOARD RISER, POLY RISER OR APPROVED EQUAL WITH MINIMUM UNILATERAL INSTALLATION

EXISTING AGRICULTURAL FIELD

TOP OF DITCH BANK

18" DIA FIELD DRAIN, MINIMUM
SEE SPECIFICATIONS FOR BACKFILL REQUIREMENTS

INSTALL ROCK SLOPE PROTECTION FOR BANK STABILIZATION. USE COE ROCK UNLESS OTHERWISE APPROVED. SEE SPECIAL PROVISIONS

EXTEND PIPE MIN 18" BEYOND SLOPE

RECLAIMATION DISTRICT NO. 100X
STANDARD DRAWINGS

SD 4.0

REVISION DATE: 2/14/2014
NOTES:
1. SLOPE THE SUBGRADE AT 2% AS SHOWN.
2. GRADUALLY TAPER BASE COURSE OVER WIDTH OF SHOULDER AS SHOWN.
3. TOP OF LEVEE / BANK ELEVATION IS AT AGGREGATE BASE SUBGRADE, AT DRAIN SIDE HINGE POINT.

TYPICAL SECTION ALL WEATHER ACCESS ROAD

ALL WEATHER ACCESS ROAD
RECLAMATION DISTRICT NO. 10X
STANDARD DRAWINGS
SD 5.0
REVISION DATE: 2/14/2014
NOTES:
1. MATCH EXISTING DRAIN BOTTOM WIDTH BUT NOT LESS THAN 9'-0''
2. SEE RD1000 STANDARD DRAWING FOR TYPICAL ALL WEATHER ACCESS ROAD DETAIL

DRAIN CROSS SECTION
RECLAMATION DISTRICT NO. 100
STANDARD DRAWINGS

SD 6.0
REVISION DATE: 2/14/2014

95
SECTION

NOTES:
1. ROW = RIGHT OF WAY
2. SEE STANDARD ALL WEATHER ACCESS ROAD DRAWING FOR DETAIL
3. WHERE FENCING IS REQUIRED BY OTHERS PROVIDE 6' HIGH CHAIN LINK
   SEE RD1000 STANDARD SPECIFICATIONS

NEW DRAIN CONSTRUCTION
RECLAMATION DISTRICT NO. 100X
STANDARD DRAWINGS
SD 7.0
REVISION DATE: 2/14/2014
PIPE PROFILE

SECTION

NOTES:
1. BACKFILL PIPE WITH CLSM IN ACCORDANCE WITH THE RD1000 STANDARD SPECIFICATION.
2. DETAIL FOR GRAVITY SYSTEMS, CONTACT RD1000 FOR PRESSURE PIPING PENETRATION REQUIREMENTS.

LEVEE PIPE PENETRATION
RECLAMATION DISTRICT NO. 100X
STANDARD DRAWINGS

SD 8.0
REVISION DATE: 2/14/2014
DOUBLE PIPE GATE ELEVATION

SINGLE PIPE GATE ELEVATION

NOTES:
1. EXCAVATE FOOTINGS, SET AND PLUMB POSTS.
2. CHECK GATE FIT UP AND ALIGNMENT.
3. PLACE CONCRETE FOOTINGS AND FILL POSTS WITH CONCRETE.
4. INSTALL GATE AND ADJUST.
5. COMPLETE FIELD WELDING.
6. GATE SHALL INCLUDE STANDARD PASS THROUGH LOCK.
7. RD1000 TO PROVIDE LOCK(S).

SINGLE & DOUBLE GATE DETAILS

RECLAMATION DISTRICT NO. 100X
STANDARD DRAWINGS

SD 9.0

REVISION DATE: 2/14/2014
PLAN
GATE HINGE ASSEMBLY DETAIL

ELEVATION

LOCK SLIDE DETAILS

NOTE:
WELD SLIDE TO ROD TO ALLOW ROD TO PASS THROUGH THE 'ROD PLATE' WHEN CLOSED.

ELEVATION

PLAN
6 - LOCK MULTI-LOCK ASSEMBLY DETAIL
8' CHAIN LINK FENCE DETAIL

NOTES:
1. PROVIDE PULL POST AT NOT MORE THAN 500 FOOT INTERVALS AND AT ALIGNMENT CHANGES.
2. COMPLY WITH STATE STANDARD SPECIFICATIONS SECTION SO FOR DETAILS NOT SHOWN.

8' CHAIN LINK GATE DETAIL

SECURITY FENCING FOR PUMP STATIONS

RECLAMATION DISTRICT NO. 10XX
STANDARD DRAWINGS

SD 10.0

REVISION DATE: 2/14/2014
NOTE:
COMPLETE ALL FABRICATION AND REMOVE ALL BURRS, SHARP EDGES, WELD SPATTER AND ANTI-SPATTER COMPOUNDS PRIOR TO FINISH.

LOCKING DEVICE DETAIL
APPENDIX D

Labor Compliance Requirements for This Project

By submitting a bid for this project, you are agreeing to comply with the City’s Labor Compliance Program
LABOR COMPLIANCE HANDBOOK
2023
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.
CITY OF SACRAMENTO
LABOR COMPLIANCE
STAFF

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

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

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

**SB 854 – Important Information for Contractors**

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

**Essentials of public works contractor registration program:**

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects.
- Must have workers’ compensation coverage for any employees and only use subcontractors who are registered public works contractors.
Must have Contractors State License Board license if applicable to trade.
Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
Must not be under federal or state debarment.
Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

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

**Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)**

Every contract for any construction project, as defined in Section 1782 of the California Labor Code, to be performed within the state at the expense of the city, or paid out of city moneys, whether such work be done directly under contract award, or indirectly by or under subcontract, sub partnership, day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in addition to other provisions required by law, that any person performing labor in the state in execution of the 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 Determinations 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.
STATE WAGE DETERMINATION

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

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

For additional information you may contact:

Division of Labor Statistics and Research (DLSR)  (415) 703-4774

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

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

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

**Single Asterisk**  *(Good for life of project)*

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

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

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

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

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

FEDERAL WAGE DETERMINATION

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

http://www.wdol.gov

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

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

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

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

On-Site Posting Required

*All contractors must post a copy of the applicable State and/or Federal Wage Determination*
Apprentices on Public Work Projects

Summary of Requirements

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

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

Submit contract award information:

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

If you are not already approved to train by an Apprenticeship Committee
Contractors not already approved to train apprentices must submit Contract Award Information (DAS 140) to every apprenticeship program in the geographic area of the public works project, for each craft you intend to employ on the project. You can determine which apprenticeship programs are approved in specific geographic locations by clicking on the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp
The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

Employ registered apprentices:

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

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

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

**How many apprentices must I employ on a Public Works project?**
At the end of the project, your straight time apprentice hours must equal a total of 1 hour for every 5 straight time journeyman hours for each separate craft. For example, if you have a total of 100 journeyman hours at the end of the project, you would need 20 apprentice hours in that same craft.

**Can I mix and match crafts to reach the minimum ratio?**
No. The minimum ratio requirement is per each individual craft and only includes straight time hours.

**Do overtime hours count toward the minimum ratio?**
No, only straight time hours count. Be careful not to confuse premium pay with overtime pay.

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

I am a contractor who is approved to train by an approved program and am covered by their Standards, or I am a contractor who has agreed to be covered by a program’s Standards for a single project. How do I know what the Standards allow for that program’s maximum apprentice ratios?
You can ask the program for a copy of their Standards or a copy of the language in Article XV which covers ratios. Or you can call the DAS office nearest the location for that program and request the same.

**Make Training Fund Contributions:**

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

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

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

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

*Subject to change for most recent documentation please click on the following link:*
Are you exempt?

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

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

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

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

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

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

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

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

What is a registered apprentice?

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

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

This responsibility lies with the contractor and/or subcontractor.

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

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

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

Yes. Important Notice: see changes in Code of Regulations sections 230.1, regarding the employment of apprentices on Public Works.

I am a non-union contractor. Am I required to hire an apprentice?
Yes, you must request dispatch from all approved programs in the geographic area of the project.

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

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

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

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

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

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

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

A. Bidder is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.

1. Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval. Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprentice-able occupations shall be with the General Contractor.

2. Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars ($30,000). This is the sum of the total contract amount not the individual contracts that are held between a prime contractor and their sub tiers. A contractor who willfully violates Labor Code section 1777.5 shall be denied the right to bid on or receive a public works contract for a period of up to one (1) year for the first violation, and for a period up to three (3) years for the second and subsequent violations, from the date the determination of noncompliance made by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council. Contractor shall also be subject to the payment of the civil penalty as provided in Labor Code section 1777.7. Interpretation and enforcement of said Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

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

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

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

This list is subject to change

The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp
Please visit: [http://www.dir.ca.gov/databases/das/aigstart.asp](http://www.dir.ca.gov/databases/das/aigstart.asp) to verify the committee for your specific trade.
CAC Training Fund Contributions

Payment of Training Fund Contributions **must be sent to the California Apprenticeship Council (CAC)** if the contractor is **not signatory** to an apprenticeship committee. The CAC will then distribute the funds to the proper apprenticeship committees. However, the **CAC IS NOT AN APPRENTICESHIP COMMITTEE** and will not accept the DAS140 or DAS142 forms.

**California Apprenticeship Council (CAC)**

P.O. Box 511283
Los Angeles, CA 90051-7838

**Overnight payments should be sent to:**

California Apprenticeship Council (CAC)
455 Golden Gate Avenue, 9th floor
San Francisco, California 94102

(You may access the Department of Apprenticeship Standards (DAS) directly @ [www.dir.ca.gov/DAS](http://www.dir.ca.gov/DAS) to research available apprenticeship programs by selecting a specific county and an occupation group)
Training Fund Search

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

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

If you do not know the contractor’s license number you may search for it at this site: www.cslb.ca.gov

For employers without a Contractor’s license you may look up the ID number that was assigned

If you have any comments, questions or suggestions please send them to trainingfund@dir.ca.gov

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

Work with Us
- Licensing, registrations, certifications & permits
- Notification of active
- Public Records Act

Learn More
- Site Map
- Frequently Asked Questions
- Jobs at DIR
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
DEPARTMENTNAME
DEPARTMENTADDRESS
DEPARTMENT CITY, STATE ZIP
Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

Receipt Acknowledge,

_________________________  __________________________
CONTRACT & COMP NAME    Date                     Signature             Date
Contracts & Compliance Specialist

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME
Labor Compliance Requirements

DATE:
JOB:
PROJECT

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

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

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

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

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

Prevailing Wage Requirements

- All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: Labor Code 1774
- Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. References: Labor Code 1810-1815
- Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- When required shift differential rates must be paid for classifications which include a shift determination.

- State Prevailing Wage Determinations
  * Single asterisk indicates that this wage determination can be used for the life of the contract.
  **Double asterisk indicates that this wage determination includes predetermined increases.
- Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.
The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: http://www.dir.ca.gov/dslr/PWD/index.htm Reference: Labor Code 1773.1

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

Apprentices

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

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

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

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

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

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

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

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

Certified Payroll Records

Certified Payroll Reports (CPR) Input into LCPtracker.net and delivered to the DIR as of April 1, 2015. The CPR’s for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California. CPR’s are due within ten (10) days of pay period end date. CPR’s shall contain the same information for compliance with LC §§ 1776. Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPtracker.net under edocs) Remind: 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 LCPTacker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change**. Please breakdown all fringes paid to employee and to what program they are being paid to. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.

- **Other Deductions** - Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. A form signed by the employee is uploaded into LCPTacker.net. If the employer does not have a form there is one available in the eDocuments tab on LCPTacker.net

### Listing of Subcontractors

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

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

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a written substitution is requested and approved in writing by the Contracts Specialist and Project Manager before substitution. References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work

- **Subcontracting Request**, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.

- The **prime contractor** is responsible for work performed and that all compliance is met by subcontractors and owner-operators. The Contractor **shall perform with its own organization** and with the assistance of workers under its immediate superintendence, work of a value not less than **twenty percent (20%)** of the value of all work in the contract.

- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. Reference: Public Contract Code 4110-4111

### List of Subcontractors & Suppliers: Form 300 (Located on LCPTacker.net under edocs)

Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product(s). Form is due within ten (10) days of pre-construction meeting.

### Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is appreciated. You must submit a current schedule of values with each pay request and you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full
compliance. Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review. Pursuant to Labor Code Section 1776, the City of Sacramento will impose penalties of $100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given), even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.

**Completion of Project**

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

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

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

<table>
<thead>
<tr>
<th>Contractor Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
Start-Up Documents Due Prior to Start of Construction:

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

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

3. FORM 300 List of all Subcontractors and Suppliers:
   a) To be filled out and uploaded within 10 days of the preconstruction meeting and prior to the first Certified Payroll Report.
   b) This document lets the Labor Compliance Department know who will be working on this project. This is checked against initial form that was submitted with bid documents. If there are any changes during the life of the construction projected this form is to be updated and the Labor Compliance Officer is to be made aware of changes.
   c) This form is to be filled out by all Subcontractors and their lower level subs and uploaded into LCPtracker.

4. Checklist of Labor Law Requirements:
   a) To be filled out and signed by the contractor and all sub tier contractors prior to start of their work on the construction project. Please check all boxes that apply.

5. Fringe Benefit Statement:
   a) Asterisk or note any form of benefits that are included in the payroll reports should be listed as an “hourly” rate of pay for each trade used.
   b) If fringe payments are made directly to the employee in lieu of fringes please note “paid in cash” under the applicable fringe payment and breakdown the hourly rate that is paid to the employee in cash.
   c) Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.
6 DAS-140- Public Works Contract Award Information Form:
   a) Contract award information must be sent to your Apprenticeship Committee if you are approved to train apprentices. If you are NOT approved to train apprentices you must send the information to ALL applicable Apprenticeship Committees in your craft or trade in the area of the Public Works Project.
   b) After you have completed the DAS-140 Form mail the original(s) to the appropriate Joint Apprentice Training Committee(s) within (10) days of the date of the execution of the prime contractors subcontract, but in no even later than the first day in which the contractor has workers employed upon the public work (CA Labor Code 1777.5 (e)).
   c) Upload a copy of the form or all forms submitted with proof of deliver to the LCPtracker.net program under the e-Documents Tab. The form of proof can be certified mail or fax confirmation.
   d) All Applicable Joint Apprentice Training Committee(s) may be found at: http://www.dir.ca.gov/Databases/das/pwaddrstart.asp/
   e) Templates available for download can be found at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm or on LCPtracker.net under the e-Documents tab.

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

8 DAS-142 Request for Dispatch of an Apprentice Form:
   a) Send to the Joint Apprentice Training Committees (JATC) in your craft or trade in the geographic area of the Public Works Project to request the dispatch of an apprentice before starting work at the site and as needed throughout the project.
   b) Employment of Apprentices on Public Works project- (a) Contractor(s) shall employ registered apprentice(s), as defined by Chapter 4 (commencing with Section 3070) of Division 3, during the performance of a Public Work Project in accordance with the required (1) hour of work performed by an apprentice for every (5) hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in the Labor Code Section 1777.5 or this subchapter.
   c) Provide a copy of your apprenticeship program's standards if they operate under a different ration then the California Labor Codes & Regulations.
   d) Template available for download can be found at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm
REQUIRED FORMS PRIOR TO CONSTRUCTION
Classification Worksheet

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

<table>
<thead>
<tr>
<th>Project Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number</td>
<td></td>
</tr>
<tr>
<td>Contractor Name</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Phone</td>
<td></td>
</tr>
<tr>
<td>Contact Email</td>
<td></td>
</tr>
<tr>
<td>CSLB/Certificate #</td>
<td></td>
</tr>
</tbody>
</table>

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

- Asbestos
- Electricians
- Pile Drivers
- Boilermaker
- Elevator Mechanic
- Pipe Trades
- Bricklayers
- Glaziers
- Plasterer
- Carpenter
- Iron Workers
- Roofers
- Tile Workers
- Carpet/Linoleum
- Laborers
- Sheet Metal
- Cement Mason
- Millwrights
- Sound/Communication
- Drywall Finisher
- Operating Engineer
- Surveyor
- Drywall/Lather
- Painters
- Teamster
- Other (specify) __________________________
PLACE ON COMPANY LETTERHEAD

Date: April 25, 2014

INSERT PROJECT OWNER Address

INSERT PRIME SUBCONTRACTOR Address

To whom it may concern:

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

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

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

Sincerely,

(Company counsel or company officer’s signature)

(Name Address and Title)
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 Upload. If you are a Subcontractor with no additional lower tier subs please place the Prime Contractors information in the Prime Contractor box and list yourself as a subcontractor. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the course 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.

**PRIME CONTRACTOR**

<table>
<thead>
<tr>
<th>Date</th>
<th>Project #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Project Name</td>
</tr>
<tr>
<td>Address:</td>
<td>Contract #</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Total Contract Amount</td>
</tr>
<tr>
<td>Contact Name/Phone #</td>
<td>Estimated Start Date</td>
</tr>
<tr>
<td>Email</td>
<td>Estimated Completion Date</td>
</tr>
<tr>
<td>DIR Registration #</td>
<td>Federal Tax ID #</td>
</tr>
<tr>
<td>Contractor Lic. #</td>
<td>State Tax ID #</td>
</tr>
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</table>

**SUBCONTRACTORS LIST**

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name/Phone #</th>
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<tbody>
<tr>
<td>Address:</td>
<td>Email</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Description of services</td>
</tr>
<tr>
<td>Contractor Lic. #</td>
<td>Estimated Start Date:</td>
</tr>
<tr>
<td>DIR Registration #</td>
<td>Estimated Completion Date</td>
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<tr>
<td>Contract $ Value</td>
<td>LBE/EBE/DBE</td>
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Add additional pages if necessary:
## PW-300 Form

### Subcontractors List

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### Subcontractor 1

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### Subcontractor 2

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### Subcontractor 3

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### Subcontractor 4

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### Suppliers List

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<td>Description of materials</td>
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#### Suppliers

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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)

NAME (print): ___________________________ Date: ________________

Company: ____________________________ Phone: ________________

Address: ____________________________ Fax: ____________________

City: ____________________________ State: ______ Zip Code: ________

Project Manager: ____________________________ Superintendent/Foreman: ______

Certified Payroll: ____________________________ Phone/Ext.: ________________

Contractor License NO: ____________ Exp. Date: ____________ Specialty License NO: ______

Self-insured Certificate NO: ____________ Workers Comp policy NO. ______

Project NAME: ____________________________ Project #/Bid Package# ______

Awarding Body: ____________________________ Advertisement Date: ____________

If Subcontracting, List your prime/general Contractor: ____________________________

Contract Award Amount: ____________________________

The Federal AND State Labor LAW requirements Applicable to the Contract Are Composed OF, But Not Limited to, the Following:

☐ Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. Labor Code Section 1776 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 any 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.dli.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 1776.5, 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.
Checklist of Labor Law Requirements, continued

Given week, the certified payroll report shall be annotated: "No work" for that week or a Non-performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776.

Under Labor Code Section 1776(g) there are penalties required for contractor/s subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ Nondiscrimination in Employment

☐ Kickbacks Prohibited
Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under Labor Code Section 1778.

☐ Acceptance of Fees Prohibited
There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

☐ Listing of Subcontractors
All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4104.

☐ Proper Licensing
Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.

☐ Unfair Competition Prohibited
Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17206.

☐ 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
There is 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 I Labor Compliance program
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.

<table>
<thead>
<tr>
<th>Date</th>
<th>In</th>
<th>Reply</th>
<th>Refer</th>
<th>to</th>
<th>Case</th>
<th>No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime:</td>
<td></td>
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<tr>
<td>Subcontractor:</td>
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<tr>
<td>PROJECTNAME:</td>
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<tr>
<td>PROJECT CONTRACT NO.:</td>
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<tr>
<td>County/location:</td>
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</tr>
</tbody>
</table>

**HEALTH AND WELFARE**

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

<table>
<thead>
<tr>
<th>CLASSIFICATION(S) USED/EFFECTIVE DATE</th>
<th>CONTRIBUTION PER CLASSIFICATION/PER HOUR</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRIBUTIONS</td>
<td>WEEKLY □</td>
<td>MONTHLY □</td>
</tr>
</tbody>
</table>

**PENSION**

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

<table>
<thead>
<tr>
<th>CLASSIFICATION(S) USED/EFFECTIVE DATE</th>
<th>CONTRIBUTION PER CLASSIFICATION/PER HOUR</th>
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</thead>
<tbody>
<tr>
<td>CONTRIBUTIONS:</td>
<td>WEEKLY □</td>
<td>MONTHLY □</td>
</tr>
</tbody>
</table>

**VACATION/HOLIDAY**

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

<table>
<thead>
<tr>
<th>CLASSIFICATION(S) USED/EFFECTIVE DATE</th>
<th>CONTRIBUTION PER CLASSIFICATION/PER HOUR</th>
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<tbody>
<tr>
<td>CONTRIBUTIONS:</td>
<td>WEEKLY □</td>
<td>MONTHLY □</td>
</tr>
</tbody>
</table>

**TRAINING**

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

<table>
<thead>
<tr>
<th>CLASSIFICATION(S) USED/EFFECTIVE DATE</th>
<th>CONTRIBUTION PER CLASSIFICATION/PER HOUR</th>
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</thead>
<tbody>
<tr>
<td>CONTRIBUTIONS:</td>
<td>WEEKLY □</td>
<td>MONTHLY □</td>
</tr>
<tr>
<td>ADMINISTRATOR</td>
<td>Address, City, State, Zip</td>
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</tr>
<tr>
<td>NAME OF PLAN</td>
<td>Address, City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>CLASSIFICATION(S)</td>
<td>CONTRIBUTION PER CLASSIFICATION/PER HOUR</td>
<td></td>
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<tr>
<td>CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐</td>
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</tr>
<tr>
<td>CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐</td>
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<td>CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐</td>
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<td>CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐</td>
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<tr>
<td>CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
How to Fill out the DAS 140 Correctly:

Process:

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

Submit the contract award information in writing to each of the apprenticeship program sponsors **in the locality** of your public works project within **10 days** of the prime execution of the contract or subcontract, **but in no event later than the first day in which the contractor has workers employed on the project**. The DAS140 is simply a “notification of award” and is **not automatically a request for dispatch of a registered apprentice**.

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

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

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

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

SELECTING BOXES:

1. Contractor has a signed “**Agreement to Train Apprentice**” with an affiliated (state certified) apprenticeship committee, the contractor has apprentices **on staff** and has the ability to train apprentices.
   - a. **Must provide a copy of the DAS7 agreement for verification OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.**

2. Contractor is **not currently affiliated** with a state approved program, is selecting a committee, and requesting apprentice; will be abiding by committee’s standards.

3. Contractor will contact a committee and request an apprentice, but is not obligating to maintain affiliation w/any-one committee; additionally contractor will not commit to selected program committee standards but will follow **state standards** (most commonly used for out-of-state contractors).
   - a. Per the DAS, this is not the preferred selection; however the State is **not requiring** a contractor to join a program, just ensuring that apprentices are utilized on Public Work Projects.
PUBLIC WORKS CONTRACT AWARD INFORMATION

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

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

<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>NAME &amp; ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT</td>
<td>DATE OF EXPECTED OR ACTUAL START OF PROJECT</td>
</tr>
<tr>
<td>ESTIMATED NUMBER OF JOURNEYMAN HOURS</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>APPROXIMATE DATES TO BE EMPLOYED</td>
<td></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
Typed Name
Title

State of California Department of Industrial Relations
DIVISION OF APPRENTICESHIP STANDARDS
 AGREEMENT TO TRAIN APPRENTICE

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

Effective until:

☐ Revoked

☐ End of Project (Enter project name and address in Area Covered above)

☐ Other Specify

Accepted:

DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE [SIGNED] By

Apprenticeship Consultant Date

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/09)
AGREEMENT TO TRAIN APPRENTICES

NAME OF EMPLOYER

MAILING ADDRESS (STREET AND NUMBER)       CITY       STATE       ZIP CODE       TELEPHONE NUMBER

ADDRESS OF TRAINING LOCATION (IF DIFFERENT)

OCCUPATIONS

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] Dy ________________________________

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

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

MUST be signed by both Committee and DAS prior to submission
# APPRENTICE AGREEMENT

<table>
<thead>
<tr>
<th>D.O. FILE NUMBER</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>Official Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gender</td>
<td>Ethnic</td>
<td>Dependents</td>
<td>Education</td>
<td>Yes</td>
<td>Employ</td>
</tr>
</tbody>
</table>

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

## APPRENTICE LAST NAME, FIRST NAME, MIDDLE

### SOCIAL SECURITY NUMBER

**APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE & ZIP)**

**BIRTHDATE (mm/dd/yyyy)**

**COUNTY OF RESIDENCE**

**OCCUPATION**

**O*NET code**

**TERM OF APPRENTICESHIP**

- Hours Within
- Years
- Straight Time
  - Hours per day: 8
  - Hours per week: 40

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

---

**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**

**ADDRESS**

---

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

**AGREED TO AND APPROVED BY, FOR THE COMMITTEE**

**SIGNATURE – SECRETARY / CHAIR / COORDINATOR**

**DATE**

**ACCEPTED BY DAB**

**SIGNATURE – APPRENTICESHIP CONSULTANT**

**DATE**

This agreement is approved by ____________________________ for the Administrator of Apprenticeship

---

DAS 1 (REV. 4/12)
TO THE APPRENTICE: California Civil Code Sec. 1768.17 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**

<table>
<thead>
<tr>
<th>A. Gender</th>
<th>B. Ethnic or Race Derivation (Check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Male</td>
<td>1 □ WHITE (Not of Hispanic Origin) – A person having origins in any of the original peoples of Europe, North Africa or the Middle East.</td>
</tr>
<tr>
<td>□ Female</td>
<td>2 □ BLACK (Not of Hispanic Origin) – A person having origins in any of the Black racial groups of Africa.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>A □ Asian Indian</td>
</tr>
<tr>
<td></td>
<td>B □ Asian Bangladeshi</td>
</tr>
<tr>
<td></td>
<td>C □ Asian Chinese</td>
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<td>D □ Asian Cambodian</td>
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<td></td>
<td>E □ Asian Filipino</td>
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<td>F □ Asian Hmong</td>
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<td>N □ Asian Vietnamese</td>
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<td>P □ Native Hawaiian Guamanian</td>
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<td>Q □ Native Hawaiian Hawaiian</td>
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<td>R □ Native Hawaiian Samoan</td>
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<tr>
<td></td>
<td>S □ Native Hawaiian Tongan</td>
</tr>
<tr>
<td>4 □ AMERICAN INDIAN OR ALASKAN NATIVE – A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.</td>
<td></td>
</tr>
<tr>
<td>7 □ HISPANIC – A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Number of Dependents (Do not count yourself)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 □ None</td>
</tr>
<tr>
<td>1 □ One</td>
</tr>
<tr>
<td>2 □ Two</td>
</tr>
<tr>
<td>3 □ Three</td>
</tr>
</tbody>
</table>

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)            |

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                            |

F. Have You Served on Active Duty (other than reserve status) in the U.S. Armed Forces?

| □ Yes                                                                 |
| □ No                                                                  |

If yes, Please Enter:

<table>
<thead>
<tr>
<th>Month and Year Entered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month and Year Separated</td>
</tr>
</tbody>
</table>

Total Months served on Active Duty

Apprentice’s Signature

(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)
REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date:__________________________

To Applicable Apprenticeship Committee:

Name:__________________________

Address:________________________

Tel. No.________________________ Fax No.________________________

Contractor Requesting Dispatch:

Name:__________________________

Address:________________________

License No.________________________

Tel. No.________________________ Fax No.________________________

Project Information:

Contract No.________________________

Name________________________ of the________________________ Project:_______

Address:________________________

Dispatch Request Information:

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

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

Name of Person to Report to:________________________

Address to Report to:________________________
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 into LCPtracker.net and send with your payment when mailed. The address is as follows:

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

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

2. Training Fund Contribution Letter Form:
   a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month’s hours.
   b) If applicable and fringes are paid directly to an approved Union Shop please submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
   c) If you can’t provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a cancelled check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html. This may also be submitted in lieu of the Training Fund Contribution Letter.
3. **Certified Payroll Reports CPR's and/or Non-Performance Reports:**
   a) To be submitted by all Contractors working on the project to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
   b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at [www.lcptracker.net](http://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](https://apps.dir.ca.gov/ecpr/DAS/AltLogin)
   d) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite “craft” labor. This may mean you have weeks in between work on a particular job. NPR’s will need to be submitted for that timeframe.

4. **Apprenticeship Certification and/or Apprentice Agreement:**
   a) The first time an apprentice is listed on a certified payroll report an "Apprenticeship Certification" or Apprentice Agreement (DAS 1 form) must be submitted for each apprentice utilized.
   b) Please upload the Apprenticeship Certification or DAS-1 form in the e-Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. **Miscellaneous Documents:**
   a) Authorization for Deductions:
      i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
   b) Receipt for Payment of Back Wages:
      i. For use when wage errors require supplemental wage payment(s).
FORMS REQUIRED DURING THE LIFE OF THE CONSTRUCTION PROJECT
Electronic Certified Payroll Records - Contractors

Welcome to the new online CMU Payroll Records Application.

- First time users will need to setup their account using the "First Time User button".

- You will need your Contractor ID (CSLB# or Professional #) to create an account.

The PWC 100 is an online notification system that requires public agencies to submit detailed public works project information (Awards) to the Department of Industrial Relations (DIR). Once the Award is in the system, Contractors will need to report their Certified Payroll Records.

Contractors will be able to upload Certified Payroll Records (CPRs) and Statements of Employer Payments (PW 28) through the eCPR application using PDF format. Prime contractors will be able to add their subcontractors to an Award so that subcontractors can upload their CPRs using the eCPR application. In order to upload CPRs and other payroll documents, contractors must be associated with one or more Awards.

If you have any questions, please contact CMU at PWG100@dir.ca.gov

https://apps.dir.ca.gov/ecpr/DAS/AltLogin
**CAC - Training Fund Contributions**

You must enter all requested information in order to ensure successful submission and processing of your payment. Training Fund Contributions are due on the 18th of each month.

*All fields with * are required.

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

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

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

---

**Training Fund Contributions Form CAC2**

**Date:**

---

<table>
<thead>
<tr>
<th>Contractor/Sub Contract making contributions</th>
<th>Contractor</th>
<th>Period covered by contribution (from – to)</th>
<th>Jobsite Location (including County)</th>
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</thead>
<tbody>
<tr>
<td>* Name:</td>
<td>* License Number:</td>
<td>* Period Start:</td>
<td>If applicable, give name of school, hospital, building, etc.</td>
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<td>* Address:</td>
<td>* Contract/Project Number</td>
<td>* Period End:</td>
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<th>* Name of the submitting party:</th>
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**Instructions:** You may want to use the keyboard TAB key to navigate the fields and the Up / Down ARROW keys to select a list item.

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<tr>
<th>* County of Work</th>
<th>* Classification</th>
<th>* Hours (max: 9,999.99)</th>
<th>* Rate (max: $9.99)</th>
<th>Amount</th>
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**TOTAL AMOUNT:** $0.00

When done with some or all the entries above please carefully review and then enter the code you see below:

![Code Image]

The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCPtracker. This form can be retrieved at: [https://www.dir.ca.gov/das/tf/cac2.asp](https://www.dir.ca.gov/das/tf/cac2.asp). You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Department of Industrial Relations, California Apprenticeship Council, and P.O. Box 511283, Los Angeles, CA 90051-7838.
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>
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<tbody>
<tr>
<td>CONTRACT OR PROJECT NUMBER</td>
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<tr>
<td>NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT</td>
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<td>JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.</td>
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<td>PERIOD COVERED BY CONTRIBUTION (FROM - TO)</td>
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<tr>
<th>CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC.)</th>
<th>COUNTY WORK PERFORMED IN</th>
<th>ALL HOURS</th>
<th>CONTRIBUTION RATE PER HOUR</th>
<th>AMOUNT</th>
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## AUTHORIZATION FOR PAYROLL DEDUCTION

### Project Name:
### Project Number:
### Employee Name:

1. **Reason for Deduction:**
   - **Percentage/Amount of Deduction:** %
   - **OR $\$$**
   - **Start Date**
   - **Termination Date:**

2. **Reason for Deduction:**
   - **Percentage/Amount of Deduction:** %
   - **OR $\$$**
   - **Start Date**
   - **Termination Date:**

3. **Reason for Deduction:**
   - **Percentage/Amount of Deduction:** %
   - **OR $\$$**
   - **Start Date**
   - **Termination Date:**

4. **Reason for Deduction:**
   - **Percentage/Amount of Deduction:** %
   - **OR $\$$**
   - **Start Date**
   - **Termination Date:**

5. **Reason for Deduction:**
   - **Percentage/Amount of Deduction:** %
   - **OR $\$$**
   - **Start Date**
   - **Termination Date:**

6. **Reason for Deduction:**
   - **Percentage/Amount of Deduction:** %
   - **OR $\$$**
   - **Start Date**
   - **Termination Date:**

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**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:** ___________________________

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**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>
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<th>Project Name &amp; Number</th>
<th>Contractor Name</th>
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I, _____________________________ (Name), _____________________________ (Title) of _____________________________ (Company Name), declare under penalty of perjury that:

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

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

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

Executed this ______ day of ________________________, 20____, at ________________________, California.

__________________________________  ________________  ________________
Signature                      Title                      Date
Checklist of Documents Required for Labor Compliance on LCPtracker.net

✓ PW300 - This is due within 10 days of person meeting and needs to be uploaded. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.

✓ Authorization Letter for Signing Certified Payroll - This is due prior to the submission of the first Certified Payroll Report and must be signed.

✓ Checklist of Labor Law Requirements - prime due this on or before person meeting, subs need to have this finished within 10 days of person meeting. All boxes must be checked and it must be signed.

✓ Fringe Benefit Statement - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.

✓ DAS140 - due prior to commencing work on a project [one for each determination]

✓ DAS142 - due 72 hours prior to the report date on a project [one for each determination]

✓ CAC2 - due monthly - one for each determination [due on the 15th day of the month for work performed during the preceding month] If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.

✓ Training Fund Contribution Confirmation Letter – this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.

✓ CPR’s- Certified payroll is due within 10 days of pay period end date

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

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

1. **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)

2. **Division of Labor Standards Enforcement (DLSE):**
   - Web-Link: [http://www.dir.ca.gov/dlse/ilsepublicworks.html](http://www.dir.ca.gov/dlse/ilsepublicworks.html)

3. **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)

4. **California General Prevailing Wage Determination:**
   - Web-Link: [http://www.dir.ca.gov/OPRL/pwd/](http://www.dir.ca.gov/OPRL/pwd/) (Journeymen)

5. **Davis Bacon Wage Determination Rates:**

6. **Public Works Information - Frequently Asked Questions:**
   - Web-Link: [http://www.dir.ca.gov/das/publicworksfaq.html](http://www.dir.ca.gov/das/publicworksfaq.html)

7. **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
THINGS TO REMEMBER:

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

1) **Authorized Letter for Signing Certified Payroll** (Original signature required)
2) **List of Trades and/or Crafts**
3) **PW-300 - List of all 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.
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). A copy of the CWTA and a summary of its requirements (CWTA Summary) is provided in Exhibit D to this solicitation. By submitting a bid, the Contractor acknowledges that it has read and understands all the requirements, terms, and conditions of the CWTA and CWTA Summary, 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") and provide an executed original to the City before the contract can be awarded. Each subcontractor for Work covered by the CWTA, including subcontractors not listed at the time of bid or otherwise hired after contract award, must also execute Addendum A to the CWTA. No subcontractor may perform Work prior to executing Addendum A and providing the executed original to the City.

The failure to sign and submit Addendum A by any subcontractor, shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A.

Contractor must include the provisions of this section, as well as a copy of the CWTA and the CWTA Summary, in every subcontract for Work covered by the CWTA.

By submitting a bid, Contractor represents that the Contractor and all its subcontractors performing Work covered by the CWTA will execute the Addendum A if awarded the contract.

The failure to submit an Addendum A or to otherwise comply with the requirements of the CWTA on this project may also result in a future determination that the Contractor and/or subcontractor is not responsible (pursuant to City Code section 3.60.020) when bidding on future projects for the City of Sacramento.

Approved by CAO 11-1-2019
SUMMARY OF COMMUNITY WORKFORCE AND TRAINING AGREEMENT REQUIREMENTS
(Locally-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 CWTA, 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. All Addendum A’s must be executed by subcontractors and provided to the City prior to the subcontractor performing any work.

Requirements

In addition to executing 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). **Please Note:** The CWTA has been amended, and no longer requires all employees performing Covered Work to pay working dues, fees required, or union membership to the applicable local union that is a signatory to the CWTA, unless the employee elects to join the union.

*Hold Pre-Job and Periodic Meetings.* Pursuant to Article V, Contractor must convene a pre-job conference with representatives of all involved contractors (including subcontractors) and the unions at least 21 days prior to the commencement of work. For long-term projects with multiple phases, conferences can be held with subcontractors for later phases 21 days prior to the commencement of the applicable phase.

The Contractor must 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; (vi) planned use of pre-fabricated materials; (vii) any specialized or technical work exempted from the CWTA; and (viii) plan for reaching Local Hire and Priority Apprentice Goals. The meeting shall be held at a location mutually agreeable to the parties.

**Local Hire, Apprenticeship, and Workforce Development.** Within 7 calendar days after receiving a Notice to Proceed, Contractor must provide a plan for reaching Local Hire and Priority Apprentice Goals. As set forth in Article IX, not less than 50% of the combined journey level and apprentices hours worked on the Project, on a craft by craft basis, shall be worked by residents of the Local Area, as defined in section 9.1. The Local Union will refer up to four of Contractor’s “core” employees who demonstrate the qualifications set forth in section 9.3. This referral process is outlined in section 9.4. In addition, not less than 20% of all apprentice hours worked on the Project, on a craft by craft basis, shall be worked by “Priority Apprentices” that reside in one of the disadvantaged zip codes listed in section 9.6.2.1 and meet one of the other eligibility criteria listed in section 9.6.2.2. Contractor shall provide regular reports and certified weekly payrolls documenting compliance with the requirements of Article IX and documentation of Contractor’s good faith efforts to meet the local hire and workforce development goals set forth in Article IX.

**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.

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1 Work can only be exempted with notice and agreement of Trades Council (see Section 2.3 of CWTA, as amended).

Approved by CAO 1-5-2021
**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

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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 strike, sympathy strike, 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 of 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, or 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 consult 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 Interna 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: In 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 funds 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

![Signature](attachment:image)

Assistant City Manager Francesca Lee Halvabken for City Manager Howard Chan

Date: Nov 9, 2018

Approved as to form:

![Signature](attachment:image)

City Attorney

Date: Nov 9, 2018

Attested to by:

![Signature](attachment:image)

City Clerk

Date: 11/5/2018
SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

Name:

Executive Director

Title:

Date: 11/02/2018
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 #67

Iron Workers Local #118

Laborers Local #185

Operating Engineers Local #3

Plasterers & Cement Masons Local #300

U.S. of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

Plumbers & Pipefitters Local #447

Roofters Local #81

Sheer 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
1.01 Given the coronavirus (COVID-19) epidemic, each Bidder must understand that the means and methods of construction, and the ways of doing business, have been materially impacted and changed (at least for the foreseeable future). These impacts and changes relate to social distancing, ability to perform at the pace previously performed, personal interaction of workers, implementation of increased safety measures, and a myriad of other impacts to construction operations. Heightened measures to protect persons from illness and the adoption and implementation of many new and more intensive practices will make the performance of construction work different and more challenging.

1.02 It is the intent of the City to alert all Bidders for all aspects of this Project, that they are to include in their Bids all known and reasonably estimated COVID-19 costs and impacts to the ability to obtain goods and materials required, as well as labor to perform the Work. Further, all costs for all of these and other aspects of the Project, including supervision, temporary facilities, incidentals, testing, QA/QC, etc. (this listing is intended to be illustrative and not comprehensive) shall be evaluated by each Bidder so its Bid submitted to the City includes all such potential costs in recognition of the foregoing and subsequent notices in this and other sections of the Contract Documents.

1.03 Each Bidder is to critically appraise and evaluate the reasonably anticipated costs and time impacts, if any, which may need to be accounted for in light of the COVID-19 pandemic and all governmental directives and requirements, and commercial impacts, arising therefrom. If awarded the contract, Bidders are encouraged to prepare a COVID-19 Exposure Prevention, Preparedness and Response Plan (a “COVID-19 Plan”) before commencing Work. The COVID-19 Plan should describe how to prevent worker exposure to coronavirus; protective measures to be taken on the jobsite; personal protective equipment and work practice controls to be used; cleaning and disinfecting procedures; and procedures to follow if a worker shows symptoms of COVID-19 illness or tests positive for COVID-19. In addition to any governmental or other guidance available at the time of Bid submission, the Contractor should review OSHA COVID-19 Workplace Safety Guidance documentation, such as: https://www.osha.gov/Publications/OSHA3990.pdf, as a resource in preparation of its COVID-19 Plan. Other reliable and current sources of COVID-19 information can be found from:

The California Department of Public Health (CDPH, Stato), including without limitation, guidance such as:

https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx

The federal Centers for Disease Control and Prevention (CDC, National), including without limitation, guidance such as:


The Sacramento County Public Health Department, including without limitation, guidance found here: https://www.saccounty.net/COVID-19/Pages/default.aspx

The COVID-19 Plan should at a minimum address the following COVID-19 safety guidelines:

a. COVID-19 Employee and Visitor training and check-list before entering worksite.

b. Employee distancing and strategies to maximize distancing when possible.

c. Limitations on gathering size.

d. Personal Protective Equipment (PPE) requirements.

e. Identification of “choke points” and “high risk areas” such as hallways, hoists and elevators, break areas and vehicles.
f. Staggering trades and modification of work schedules to reduce worker density to maximize distancing opportunities.
g. COVID-19 employee good personal hygiene measures.
h. Disinfection and cleaning requirements.
i. Personal prevention actions requirements for all employees.
j. Toolbox and Tailgate COVID-19 employee training.
k. Recognition of COVID-19 Symptoms.
l. Procedures for COVID-19 exposure and notification to others who were at the Site.
m. Daily screening protocols for arriving workers and visitors to ensure potentially infected workers and visitors do not enter the Site.
n. Maintenance of daily attendance logs of all workers and visitors who enter the Site.

1.04 It is the responsibility of each Bidder to alert all Sub-Bidders (potential subcontractors and suppliers of every tier and trade) to also factor in the above-referenced COVID-19 cost and time impacts, if any, into their sub-bids to Bidders for all aspects of the Project.

1.05 By submitting a Bid for this Project, each Bidder represents to the City that it included in its Total Bid Price all cost impacts, whether affecting labor (including, but not limited to obtaining qualified workers, quantity of workers, as well as their productivity); deliveries; supervision; testing; procurement of materials or equipment; and time caused by COVID-19 safety requirements and all public health and governmental directives in place at the time Bids are received by the City for this Project. Furthermore, each Bidder recognizes it will not be entitled to a change order granting a COVID-19 related time extension or for any COVID-19 related increased costs, or from any public health or governmental directives in place at the time Bids are received by the City for this Project.