City of Sacramento City Council - 2PM Report

915 I Street Sacramento, CA 95814 www.cityofsacramento.org

File ID: 2025-01201 6/24/2025

Budgetary Adjustments, Plans and Specifications Approval, Professional Services Agreement and Contract Award: Franklin Boulevard Gap Closure (R15200000) [Published for 10-Day Review 06/12/2025]

File ID: 2025-01201

Location: Franklin Boulevard between Mack Road and Florin Road, District 5, District 8

Recommendation: Adopt a Resolution:1) approving the Plans and Specifications for Franklin Boulevard Gap Closure Project; 2) authorizing the Interim City Manager or designee to execute a Cost Share Agreement for an amount not-to-exceed \$894,468 with Sacramento County for the Franklin Boulevard Gap Closure Project; 3) authorizing the Interim City Manager or designee to increase the revenue and expenditure budgets of the Transportation Corridor Program (R15200000) by \$894,468 (CIP Reimbursable Fund, Fund 3702); 4) authorizing the Interim City Manager or designee to increase the revenue and expenditure budgets of the Transportation Corridor Program (R15200000) by \$750,000 (Other Capital Grants, Fund 3704); 5) authorizing the Interim City Manager or designee to execute a Professional Services Agreement for an amount not to exceed \$464,323 with Salaber Associates Inc. for the Franklin Boulevard Gap Closure Project; 6) awarding the construction contract to O.C. Jones and Sons, Inc. in an amount not to exceed \$3,540,119; 7) authorizing the Interim City Manager or designee to execute the construction contract with O.C. Jones and Sons, Inc. for an amount not to exceed \$3,540,119 for the Franklin Boulevard Gap Closure Project; and 8) approving the removal of one volunteer tree.

Contact: Kelli Lacy, Assistant Civil Engineer, (916) 808-8157, kelacy@cityofsacramento.org; Ofelia Avalos, Engineering Manager, (916) 808-5054, oavalos@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Resolution
- 3-Project Plans
- 4-Cost Share Agreement
- 5-Professional Services Agreement
- 6-Construction Contract

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Description/Analysis

Issue Detail: Franklin Boulevard is a major arterial corridor that extends from Broadway to the City of Elk Grove, with territory in the City of Sacramento and unincorporated Sacramento County. The corridor serves various community spaces and connects neighborhoods.

As a lengthy corridor, improvements have been constructed in several phases. A major transformation of the northern portion of the corridor from Sutterville Road/12th Avenue to 38th Avenue is currently under construction. The City of Sacramento and Sacramento County have completed several capital improvement projects along Franklin Boulevard between Martin Luther King Jr. Boulevard and Cosumnes River Boulevard. These projects installed protected bikeways, modified signals, performed road rehabilitation and incorporated other transportation enhancements to ease pedestrian use and reduce biking stress. The Franklin Boulevard Gap Closure project fills the gap in active transportation improvements on Franklin Boulevard from Mack Road to A Parkway.

On August 30, 2022, the City Council approved submittal of the project for State Local Partnership Program funding. On January 1, 2025, the California Transportation Commission allocated \$750,000 in State funding for this project. The project will perform roadway rehabilitation and install Class II buffered bike lanes, signal modifications, ADA compliant curb ramps, signage, and high visibility pavement markings. These improvements will incorporate active transportation elements that increase pedestrian and bicyclist safety and bring the pavement condition of Franklin Boulevard to a state of good repair.

The scope includes the removal of one volunteer City tree to mitigate damage to City traffic signal equipment at the intersection of Franklin Boulevard and Boyce Drive. Pursuant to Sacramento City Code 12.56.030, Urban Forestry posted a tree removal notice at the palm on 10/17/2024, the last day for public objection was 11/01/2024, and withstanding any objection, may be removed on or after 11/04/2024.

Because a portion of the project area is outside of City limits but in unincorporated Sacramento County, the City and County are entering into a Cost Share Agreement where the County has agreed pay the portion of costs for roadway rehabilitation, striping, and traffic signal work within the unincorporated Sacramento County.

Final design plans and specifications for the Franklin Boulevard Gap Closure Project have been completed. See Attachments 3 and 6.

Policy Considerations: The project is consistent with the City General Plan goals and key policies of promoting safety and enhancing livability, sustainability, and economic vitality. The Project promotes the development of a connected network (General Plan ERC 2.1.2), connections to other trails (General Plan ERC 2.4.3), providing multi-modal choices (General Plan M 1.2.1), and providing

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a continuous bikeway network (General Plan M 5.1.3). 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.

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 12, 2025, in compliance with the City Code.

Pursuant to Sacramento City Code 12.56.030, Urban Forestry posted a tree removal notice at the palm on 10/17/2024, the last day for public objection was 11/01/2024, and withstanding any objection, may be removed on or after 11/04/2024. The code section also requires City Council approval prior to removing city trees.

Economic Impacts: This new infrastructure is expected to create 14.16 total jobs (8.14 direct jobs and 6.02 jobs through indirect and induced actives) and create \$2,185,793 in total economic output (\$1,377,722 of direct output and another \$808,071 of output through indirect and induced activities).

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

Environmental Considerations: California Environmental Quality Act (CEQA): The Community Development Department, Environmental Planning Services Division has determined that Franklin Boulevard Gap Closure is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under Categorical Exemption-State Class 1 & 3 and Section Number(s) 15301(c) and 15303.

Projects exempted under Class 1 & 3 and Section Number(s) 15301(c) and 15303 consist of the operation, repair, or minor alteration of public streets, sidewalks, gutters, bicycle lanes, and similar facilities involving no expansion of use [15301(c)]. The project also consists of the construction, location, and installation of new small equipment (15303). There would be no significant effect on the environment.

Sustainability: The project is consistent with the City's General Plan goals of promoting walking by developing a universally accessible, safe, convenient, integrated, and well-connected pedestrian

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system. Transportation is also responsible for 57% of Sacramento's local greenhouse gas emissions, the single largest sector. Providing safe and bikeable transportation alternatives helps to reduce single-occupant vehicle use and contributes towards Sacramento's climate change goals.

Commission/Committee Action: The project was reviewed by the Disabilities Advisory Commission (DAC) on September 6, 2023. The DAC commented on ensuring the curb ramps are retrofitted to the current standards. Comments also noted the constraints caused by existing utility poles in the sidewalk and to coordinate with the Sacramento County for shared contributions. The project was also reviewed by the Active Transportation Committee (ATC) on September 21, 2023. The ATC comments reflected the importance of pedestrian and bicycle improvements of the project along Franklin Boulevard.

Rationale for Recommendation: The project was advertised on March 28, 2025, and bids were received on April 16, 2025. The bids are summarized below:

Contractor	Bid Amount	LBE Requirement (5%
		Goal)
O.C. Jones & Sons, Inc.	\$ 3,540,119.00	8.10%
George Reed, Inc.	\$ 3,543,970.50	42.27%
Ghilotti Bros., Inc.	\$ 3,653,319.00	7.95%
Martin Brothers Construction	\$ 3,950,000.00	48.57%
Bay Cities Paving	\$ 3,660,789.91	7.99%
Ghilotti Construction Company	\$ 3,620,184.00	0.00%
All American Construction, Inc.	\$ 3,476,969.05	2.44%

The engineer's estimate was \$3,983,995.

Of the seven bids, All-American Construction Inc. was the lowest bidder. However, this company did not meet the LBE requirement of 5% so it was deemed non-responsive. It is recommended that the construction contract be awarded to the following lowest responsive and responsible bidder, O.C. Jones and Sons Inc.

Construction of this project also requires construction management services including a trained Resident Engineer. A competitive procurement for construction management, inspection and material testing was performed and Salaber Associates Inc. was selected as the firm to provide these services.

The award of the construction and construction management contracts requires City Council approval. The required budgetary transactions to accommodate these obligations also require City Council approval.

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Financial Considerations: The estimated total cost to complete the Franklin Boulevard Gap Closure Project is approximately \$5.55 million. With the increases in the revenue and expenditure budget of \$894,468 (CIP Reimbursable Fund, Fund 3702) and \$750,000 (Other Capital Grants Fund 3704), there will be sufficient funding in the Transportation Corridor Program (R15200000) (Fund 2036) to award the construction contract to O.C. Jones and Sons, Inc for an amount not-to-exceed \$3,540,119, to award the construction management professional services agreement to Salaber and Associates Inc. for an amount not to exceed \$464,323, and cover all other project costs.

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

Local Business Enterprise (LBE): O.C. Jones & Sons, Inc. is not an LBE but has partnered with two LBEs for this project to exceed the minimum LBE participation requirement. The contract award will comply with the LBE participation requirement goal of 5%.

The Construction Management firm, Salaber and Associates Inc., is an LBE.

RESOLUTION NO. 2025-

Adopted by the Sacramento City Council

PLANS AND SPECIFICATIONS, CONTRACT AWARD, PROFESSIONAL SERVICES AGREEMENT AND BUDGETARY ADJUSTMENTS: FRANKLIN BOULEVARD GAP CLOSURE PROJECT (R15200000)

Background

- A. The City's General Plan promotes policies for safety, sustainability and mobility. Franklin Boulevard between Mack Road and Florin Road was identified as an opportunity to incorporate the policies by bringing the pavement condition of Franklin Boulevard to a state of good repair and incorporate active transportation and safety improvements where the opportunity exists.
- B. The Franklin Boulevard Gap Closure Project is partially funded with State Local Partnership Program funding, as approved by the City Council with Resolution 2022-01541.
- C. Because a portion of the project area is outside of City limits but in unincorporated Sacramento County, the City and County are entering into a Cost Share Agreement.
- D. Final plans and specifications for the Franklin Boulevard Gap Closure Project (R15200000) were completed.
- E. Budgetary transfers are required to fund the remaining construction and construction support costs.
- F. The Franklin Boulevard Gap Closure Project was advertised for construction, and a total of seven bids were received on April 16, 2025. The results of the bids are summarized below:

Contractor	Bid Amount	LBE Requirement (5% Goal)
O.C. Jones & Sons, Inc.	\$ 3,540,119.00	8.10%
George Reed, Inc.	\$ 3,543,970.50	42.27%
Ghilotti Bros., Inc.	\$ 3,653,319.00	7.95%
Martin Brothers Construction	\$ 3,950,000.00	48.57%
Bay Cities Paving	\$ 3,660,789.91	7.99%
Ghilotti Construction Company	\$ 3,620,184.00	0.00%
All American Construction, Inc.	\$ 3,476,969.05	2.44%

The engineer's estimate was \$3,983,995

G. O.C Jones and Sons, Inc. is the lowest responsive and responsible bidder.

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

- Section 1. The Plans and Specifications for the Franklin Boulevard Gap Closure Project are approved.
- Section 2. The City Manager or designee is authorized to execute a Cost Share Agreement for an amount not-to-exceed \$894,468 with Sacramento County for the Franklin Boulevard Gap Closure Project.
- Section 3. The City Manager or designee is authorized to increase the revenue and expenditure budgets of the Transportation Corridor Program (R15200000) by \$894,468 (CIP Reimbursable Fund, Fund 3702) upon the approval of the cost share agreement between the City of Sacramento and Sacramento County.
- Section 4. The City Manager or designee is authorized to increase the revenue and expenditure budgets of the Transportation Corridor Program (R15200000) by \$750,000 (Other Capital Grants, Fund 3704).
- Section 5. The City Manager or designee is authorized to award and execute a Professional Services Agreement for an amount not to exceed \$464,323 with Salaber Associates Inc. for the Franklin Boulevard Gap Closure Project.
- Section 6. The construction contract for the Franklin Boulevard Gap Closure Project is awarded to O.C. Jones and Sons, Inc. in an amount not to exceed \$3,540,119.
- Section 7. The City Manager or the City Manager's designee is authorized to execute the construction contract with O.C. Jones and Sons, Inc. for an amount not to exceed \$3,540,119 for the Franklin Boulevard Gap Closure Project.
- Section 8. The removal of one volunteer tree is approved.

FRANKLIN BOULEVARD GAP CLOSURE PROJECT (FROM MACK ROAD TO A PARKWAY) (PN: R15200031)

GENERAL NOTES

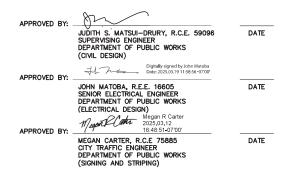
- . ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL, DATED SEPTEMBER 2018, CITY STANDARD SPECIFICATIONS, DATED NOVEMBER 2020 WITH APPLICABLE ADDEDINA, CALTRANS STANDARD PLANS, 2010 EDITION EXCEPT FOR TRAFFIC SIGNAL POLES AND FOUNDATIONS SHALL BE PER 2008 EDITION, AND THE CAUFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVERSE (MUTCO), CURRENT EDITION.
- 2. THREE WORKING DAYS PRIOR TO REQUIRING PROJECT STAKING, THE CONTRACTOR SHALL SUBMIT TO THE RESIDENT ENGINEER OR INSPECTOR A COMPLETED CONSTRUCTION STAKING REQUEST FORM.
- 3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING, ALL
 MAINTAINING AND SENSESS SECESSIOP, THE FORM THE FORM THE PROPERTY OF THE PROPERT
- 4. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO COMMENCING WORK.
- 5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED SEWER AND/OR DRAINAGE IMPROVEMENTS ARE PLACED AND FUNCTIONING.
- 6. THE RESIDENT ENGINEER SHALL DETERMINE THE EXACT LIMITS OF PAYEMENT REMOVAL IN THE FIELD. EXISTING ASPHALT AND CONCRETE SHALL BE SANCUT IN A NEAT STRAIGHT LINE A MINIMUM OF 2-1/2' PAYING. HE EMPOSED VERTICAL EDGES SHALL BE TACKED WITH EMULSION PRIOR TO ASPHALT CONCRETE PAYING.
- DEMOLITION OF EXISTING FEATURES SHALL BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY HIS OPERATIONS, AT HIS EXPENSE.
- THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PROTECTING EXISTING TREES NOT SCHEDULED TO BE REMOVED BY THIS CONTRACT, ANY TREE DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENONEER, AT HIS EXPENSE.
- THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CAPPING AND RELOCATING EXISTING SPRINKLERS AS DIRECTED BY THE ENGINEER.
- 10. THE CONTRACTOR SHALL HAVE A CURRENT AND ACTIVE CLASS A GENERAL ENGINEERING CONTRACTOR LICENSE ISSUED BY THE COSLB AT THE TIME OF THE BID SUBMITTAL AND THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR, AND/OR SUBCONTRACTORS PERFORMING ELECTRICAL WORK, SHALL ALSO HAVE A CURRENT AND ACTIVE CLASS CTO — ELECTRICAL CONTRACTOR LICENSE ISSUED BY THE COSLB AT THE TIME OF THE BID SUBMITAL AND THROUGHOUT THE CONSTRUCTION PERFORM
- 11. ALL CURB, GUTTER AND SIDEWALK SHOWN TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO EXISTING CURB, GUTTER, AND SIDEWALK WHICH IS SHOWN ON THE PLANS TO REMAIN, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 2. THE CONTRACTOR SHALL GOTAIN A PERHIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 ARDIN MY SUITE 165, SACCAMENTO, CA PHONE 283-2800) PRIOR TO ANY TERMOSING EXCAVATION 5 FEET OR MORE IN DEPTH. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION STEET AT ALL THE
- 13. REPLACEMENT OF LIVE SEWER SERVICES SHALL BE TO THE PROPERTY LINE. REPLACEMENT SEWER CLEANOUTS AND SERVICES SHALL HAVE THE SAME DIAMETER PIPE AS THE EXISTING, WITH THE EXCEPTION OF MAINTAINING A 4" MINIMUM DIAMETER.
- 14. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PROFIN TO DISTURBANCE OF EXISTING MONUMENTS, AND SHALL HAVE A LICENSED LAND SURVEYOR RESET MONUMENTS, PROVIDE PERMANENT WITHESS MORNUMENTS, AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO THE BUSINESS AND PROFESSIONS
- 15. THE CONTRACTOR, SUBCONTRACTOR OR SURVEYOR SHALL NOT CUT PERMANENT CROSSES INTO EXISTING CONCRETE CURBS, GUTTERS OR SIDEWALKS.
- 16. GUTTER SLOPES FROM THE FLOWLINE TO LIP SHALL BE 5% MAXIMUM FOR THE FULL—WIDTH OF ALL CURB RAMPS. THE 5% CROSS SLOPE SHALL TRANSITION TO THE STANDARD CURB AND GUTTER CROSS-SLOPE OVER A DISTANCE OF 3 FEET UNLESS NOTED OTHERWISE.
- 17. ANY NEW CONCRETE SURVEY MONUMENT (PER CITY STANDARD SPECIFICATION DETAIL) SHALL BE PLACED BY A LICENSED LAND SURVEYOR.

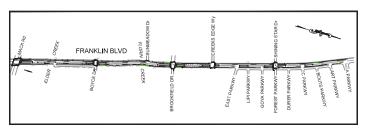
STANDARD ABBREVIATIONS

		(E) or EXIST	— EXISTING		
AB	- AGGREGATE BASE	FH	- FIRE HYDRANT	PVC	- POLY MNYL CHLORIDE
AC	- ASPHALT CONCRETE	FL.	- FLOW LINE	R	— RADIUS
AP	- ANGLE POINT	FM	- FORCE MAIN	RCP	- REINFORCED CONC. PIPE
AVE	- AVENUE	FOC	- FACE OF CURB	RP	- RADIUS POINT
BLDG	- BUILDING	FOW	- FACE OF WALK	RT	- RIGHT
BC	- BEGIN CLIRVE	G	— GAS	R/W, ROW	- RIGHT-OF-WAY
BFC:	- BACK FACE OF CURB	GR	- GRADE BREAK	S =	— SLOPE
BOC	- BACK OF CURB	GD	- GUTTER DRAIN	SD	- STORM DRAIN
BOW	- BACK OF WALK	GV	- GATE VALVE	SDMH	- STORM DRAIN MH
CAR	— CARINET	JP	- JOINT POLE	SHT	- SHEET
CAG	- CURB AND GUTTER	LF	- LINEAR FEET	SNS	- STREET NAME SIGN
CGAS	- CURB, GUTTER AND SIDEWALK	LIP	- UP OF GUTTER	SPECS	- SPECIFICATIONS
CL or ©	- CENTER LINE	LT	— LEFT	SS	- SANITARY SEWER
CMP	- CORROGATED METAL PIPE	MB	- MAIL BOX	SSMH	- SANITARY SEWER MH
C/0	— CLEANOUT	MFR'S	- MANUFACTURE'S	ST	- STREET
CONC	- CONCRETE	MH	- MAINTENANCE HOLE	STA	- STATION
CONST	- CONSTRUCT	MAX. MIN	- MAXINUM, MINIMUM	STD	- STANDARD
CTV	- CABLE TV	N/A	- NOT APPLICABLE	SW	- SIDEWALK
CR	- CURB RAMP	No., #	- NUMBER	T or TEL	- TELEPHONE
CS	- COMBINATION SYSTEM	N.T.S.	- NOT TO SCALE	T.O.N.	- TOP OF NAIL
CSMH	- COMBINATION SYSTEM MH	PB	- PULL BOX	TEC	- TOP FACE OF CURB
CUT	— CUTLINE	PC	- POINT OF CURVATURE	TOB	- TOP OF BANK
DB	- DITCH BOX	PG	- PROPOSED GRADE	TOE	- TOE OF SLOPE
DI	- DROP INLET	PI	- POINT OF INTERSECTION	T.O.P.	- TOP OF PIPE
DRWY	- DRIVEWAY	PL.	- PROPERTY LINE	TYP	- TYPICAL
DWG	- DRAWING	PP	- POWER POLE	TS	- TRAFFIC SIGNAL
E or ELECT	- ELECTRICAL	PT	- POINT OF TANGENT	W	- WATER
EC	- END CURVE	PCC	- PORTLAND CEMENT CONCRETE	W/	— WITH
EG	- EXISTING GRADE	(P), PROP.	- PROPOSED	WKWY	- WALKWAY
EL or ELEV	— ELEVATION	PERF	- PERFORATED	WM	- WATER METER
EP. EOP	- EDGE OF PAVEMENT	PM	- PARKING METER	WV	- WATER VALVE

CITY OF SACRAMENTO

IMPROVEMENT PLANS FOR FRANKLIN BOULEVARD GAP CLOSURE PROJECT (FROM MACK ROAD TO A PARKWAY)





SITE PLAN

LOCATION MAP



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LEGEND:	EXISTING	PROPOSED
DROP INLET		
MAINTENANCE HOLE	0	
COMBINATION SEWER	6*CS>	
STORM DRAIN	12"SD>	-
GATE VALVE	0	
WATER MAIN	<u>12*w</u>	
WATER METER		
CURB, GUTTER & SDWK		
CENTER LINE		
RIGHT-OF-WAY		
TREE & BUSH		
STREET LIGHT & PULL BOX	¤ m	

REVISIONS DESCRIPTION	DATE	BY	BENCH MARK ELEV. 13.993	FIELD BOOK	CITY OF SACRAMENTO
			BM# 337-G2C		DEPARTMENT OF PUBLIC WORKS
			HILTI NAIL LIGHT BASE NW		DEFARTMENT OF FUBLIC WORKS
			CORNER G PARKWAY AND LA	SCALE	

SCALE

HORIZ. N/A

DRAWN BY:

DATE 3/12/2025

DATE 3/12/2025

R.C.E.

DATE 3/12/2025

CHECKED BY: A. RANDOLPH

R.C.E. 75035 DATE 3/12/2025

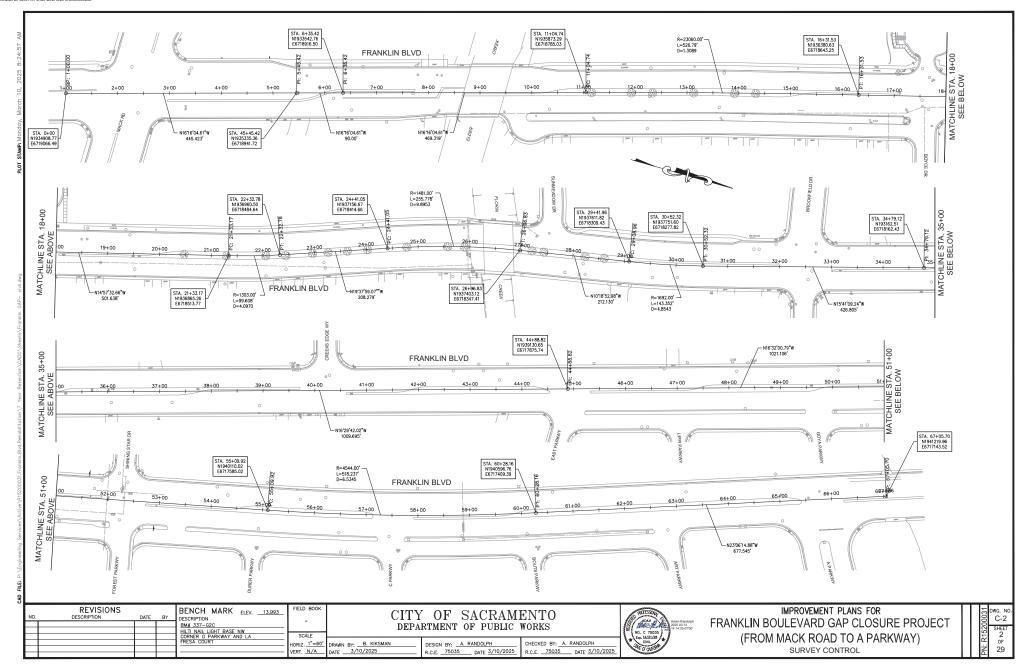


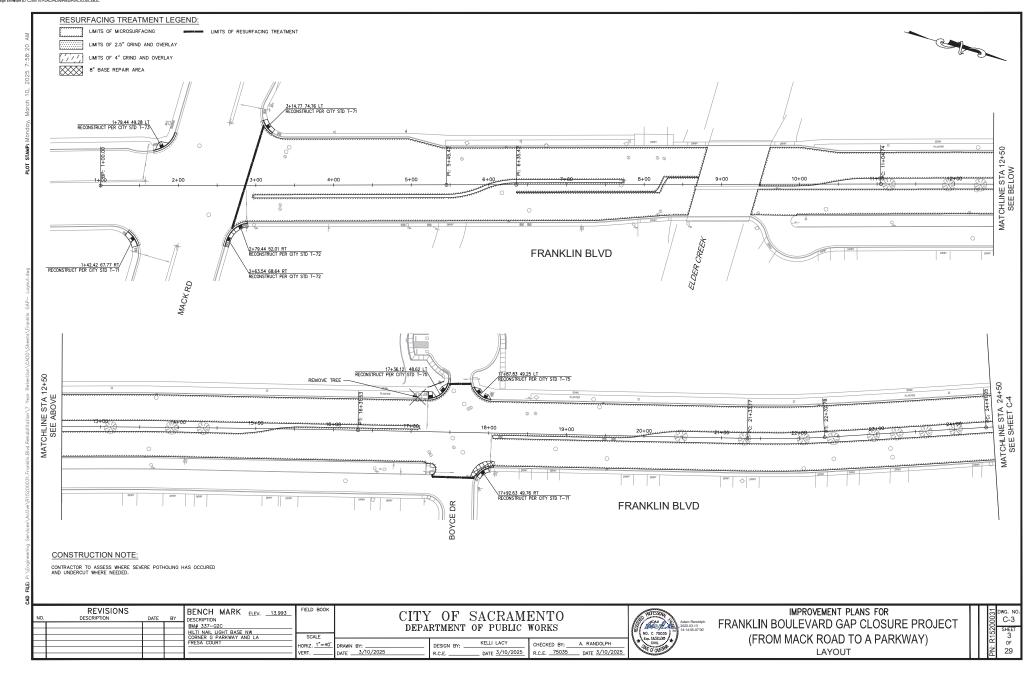
IMPROVEMENT PLANS FOR FRANKLIN BOULEVARD GAP CLOSURE PROJECT (FROM MACK ROAD TO A PARKWAY) COVER SHEET

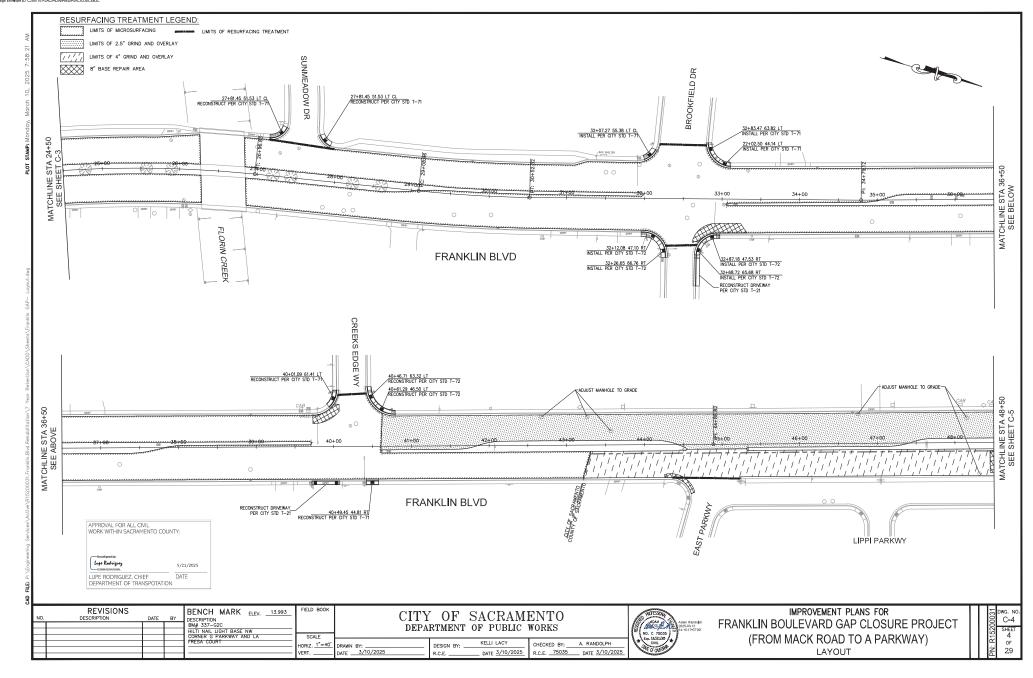
POWER POLE & GUY WIRE

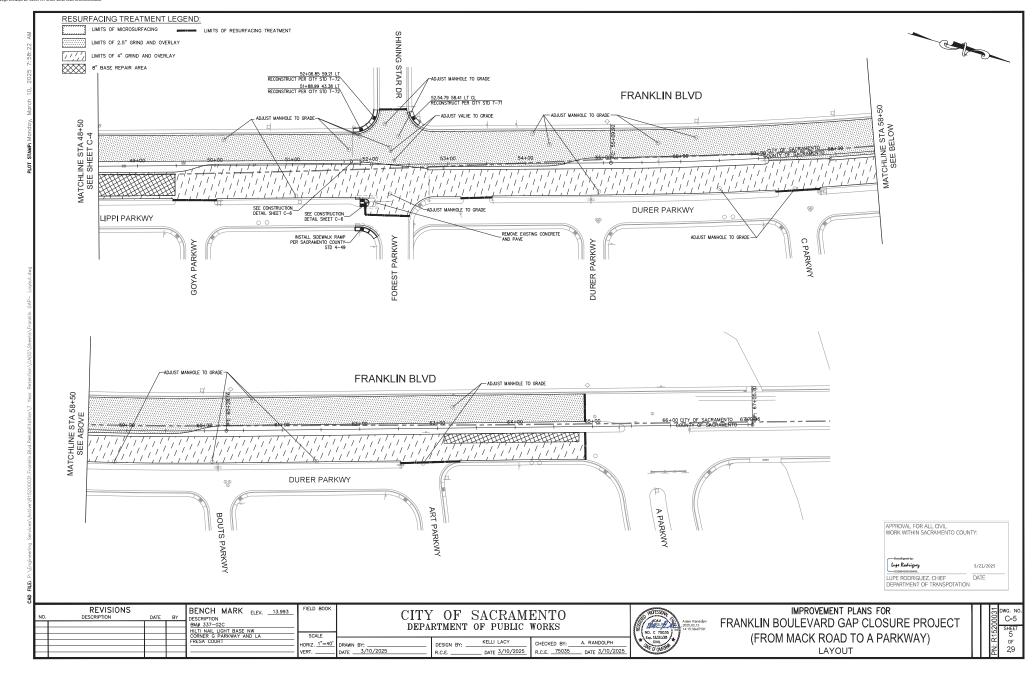


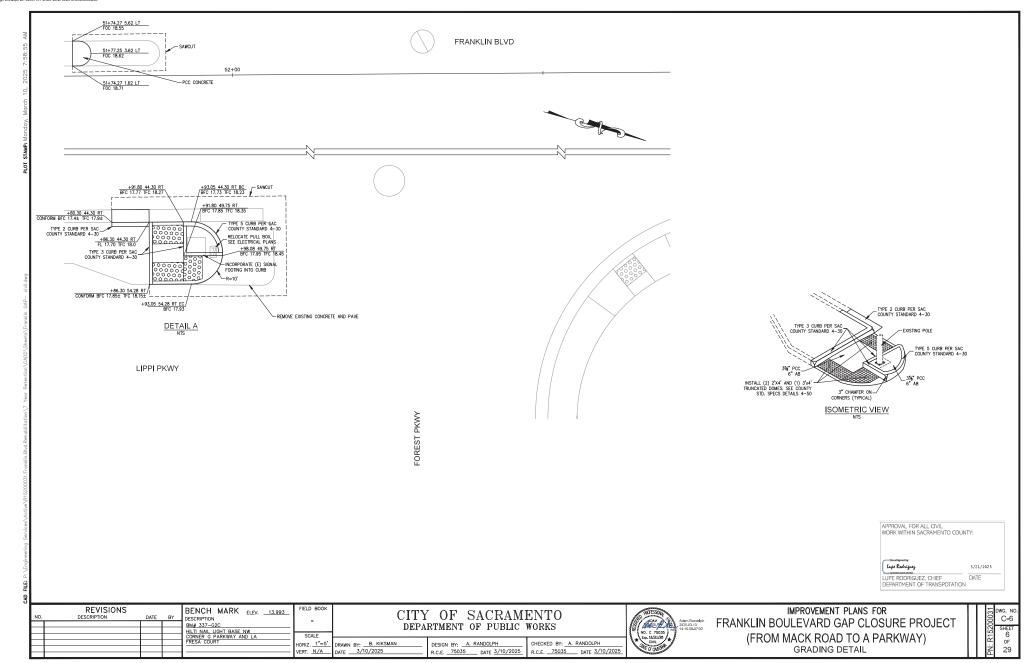
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GENERAL STRIPING NOTES:

MUTCD), 2014 EDITION.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SACKAMENTO DESIGN & PROCEDURES MANUAL, DATED SEPTEMBER 1990. THE CITY OF SACKAMENTO STANDARD SPECIFICATIONS, DATED NOVEMBER 2020, CALTRANS STANDARD PLANS, 2015 EDITION THE CALIFORNIA MANUAL, ON UNIFORM TRAFFIC CONTROL DEVICES (CA

ALL EXISTING SIGNING, STRIPING, AND MARKINGS TO REMAIN, UNLESS OTHERWISE NOTED. CONFLICTS BETWEEN EXISTING AND PROPOSED SHALL BE RESOLVED BY THE ENGINEER.

ALL STRIPING AND MARKINGS SHALL BE THERMOPLASTIC, UNLESS NOTED OTHERWISE, 3M TAPE (OR APPROVED EQUIVALENT) SHALL BE USED ON CONCRETE SURFACES.

EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.

CROSSWALKS SHALL BE 12 FEET WIDE INCLUDING THE 12" SOLID PAVEMENT MARKINGS AND SHALL BE WHITE UNLESS OTHERWISE NOTED.

8. ALL SIGNING AND STRIPING WORK SHALL BE COORDINATED WITH THE ELECTRICAL WORK AS DIRECTED BY THE ENGINEER.

9. LANE WIDTHS ADJACENT TO CURBS ARE MEASURED TO THE FACE OF CURB.

10. TRAFFIC SIGNS SHALL BE INSTALLED BEHIND THE SIDEWALK WHEN THE SIDEWALK IS MAKEDIATELY ADJACENT TO THE CURB. SIGNS SHALL BET INSTALLED BETWEEN THE CURB AND SIDEWALK WHEN THE SIDEWALK IS DETACHED. SIGNS IN PEDESTRIAN AREAS SHALL HAVE A CLEARANCE FROM THE FORUMO OF AT LEAST SEVEN TEET. IF THIS CLEARANCE REQUIREMENT IS NOT SATISFIED AFTER THE MISTALLATION OF ADJECT SION TRACTORS ASSELL INSTALL AN END SIGN PARELS, OWNTRACTORS SHALL INSTALL AN END SIGN PARELS, OWNTRACTORS SHALL INSTALLA A NEW SIGN POSTSTALL SHALL PASTALL AND SIGN PARELS, OWNTRACTORS SHALL INSTALLA A NEW SIGN POSTSTALL SHALL PASTALL AND SIGN PARELS, OWNTRACTORS SHALL INSTALLA AN END SIGN PARELS, OWNTRACTORS SHALL INSTALLA AND SHALL PARELS PARE

11. ALL ROADWAY SIGNS (REGULATORY, WARNING, GUIDE, SCHOOL ZONE ALL ROADWAT SIGNS (RESOLATIONT, WARRING, GUIDE, STOUL LO SIGNS AND OBJECT MARKERS) SHALL INCLUDE ASTM TYPE XI SHEETING, FOR ALL OTHER SIGNS, USE ASTM TYPE II SHEETING. SCHOOL ZONE SIGNAGE SHALL BE FLUORESCENT YELLOW-GREEN WHERE YELLOW IS INDICATED IN THE MUTCD.

13. CONTRACTOR SHALL VERIFY WITH THE ENGINEER THE EXACT STREET NAME AND STREET ADDRESS FOR PLACEMENT ON STREET NAME SIGNS PRIOR TO ORDERING SIGNS. ALL SIGNS REGULATING PARKING SHALL BE DOUBLE SIDED AND SIDE MOUNTED UNLESS SHOWN OTHERWISE.

THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY WITHIN THE PUBLIC RIGHT OF WAY ONLY.

13 INSTALL 12" WHITE CROSSWALK/LIMIT LINE

- INDICATES LIMIT OF DETAIL
 - INSTALL ROADSIDE SIGN

LEGEND:

- EXISTING ROADSIDE SIGN TO REMAIN
- EXISTING ROADSIDE SIGN CENTER MOUNTED ON EXISTING STREET LIGHT POLE/POST
- PROPOSED ROADSIDE SIGN CENTER MOUNTED ON EXISTING STREET LIGHT POLE/POST
- PROPOSED ROADSIDE SIGN LOCATION CENTER MOUNTED ON PROPOSED POLE
- EXISTING ROADSIDE SIGN (SIDE MOUNTED ON
- PROPOSED ROADSIDE SIGN (SIDE MOUNTED ON POLE)
- CA MUTCD STRIPING DETAIL NUMBER WITH ## LENGTH (LF)
- EXISTING CA MUTCD STRIPING DETAIL NUMBER ANGLE POINT (AP)
- $\varpi \vdash \Longrightarrow$ INSTALL BIKE LANE PAVEMENT MARKINGS PER CA MUTCD FIGURE 9C-3(C)
- INSTALL TRUNCATED DOME PER SAC CITY DETAILS

6" STRIPE

(THERMOPLASTIC)

FLEXIBLE DELINEATOR (K71)

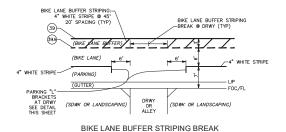
K-71 DELINEATOR

DASHED COLORED BIKE LANE

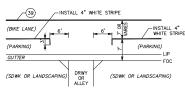
DETAIL 2

GREEN COLOR

(GUTTER



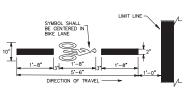
@ DRIVEWAY DETAIL



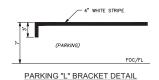
SUNSET TO SUNRISE

STRIPING BREAK @ DRWY & ALLEY DETAIL

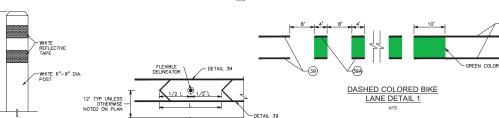








BICYCLE LOOP DETECTOR SYMBOL DETAIL 4-77 (COUNTY)

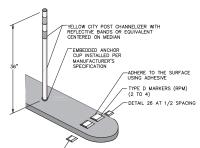


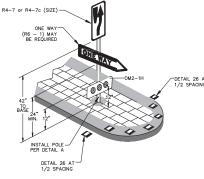
FLEXIBLE DELINEATOR (K-71)

LADDER CROSSWALK & LIMIT LINE

FOR SIGNALIZED INTERSECTIONS







NARROW MEDIAN ISLAND WITH REFLECTOR DETAIL CITY STD T-250

MEDIAN ISLAND NOSE DETAIL CITY STD T-260

STI	RIPING	NO	TES:

ALL WHITE LADDER CROSSWALK. SEE DETAIL THIS SHEET

CONTRACTOR SHALL DELIVER ALL REMOVED ROADWAY SIGNS TO THE CITY OF SACRAMENTO SOUTH AREA CORPORATION YARD AT 5730 24TH STREET, BLDG 10, 95822 PHONE (916) 808-4038.

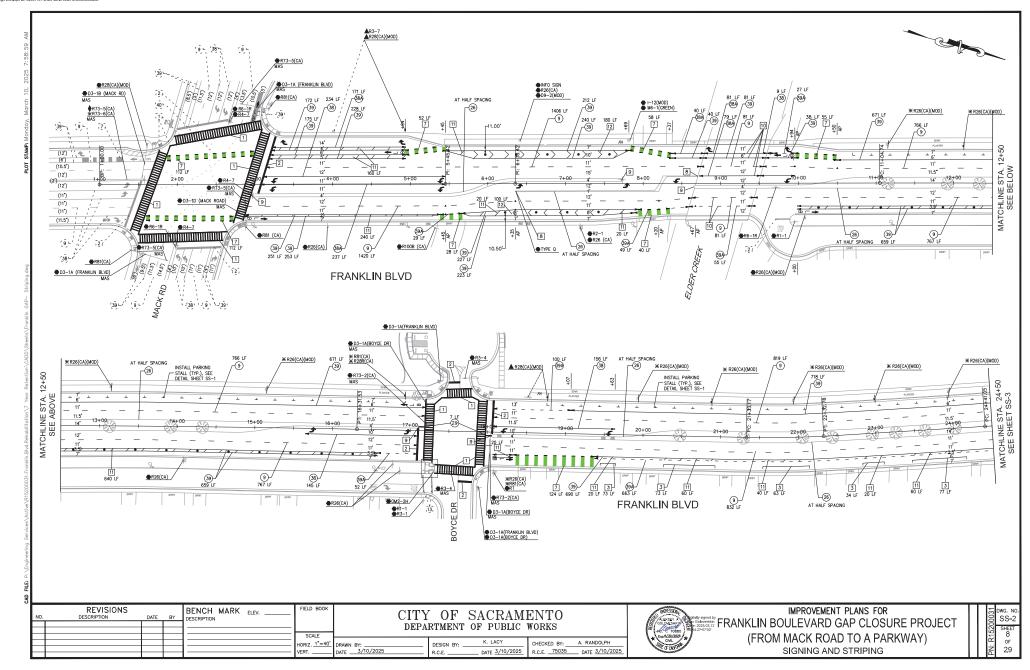
- 2 INSTALL 24" WHITE ADVANCE LIMIT LINE
- 3 INSTALL 4" WHITE LINE
- INSTALL 4" WHITE LINE 20' APART
- 5 REMOVE EXISTING MARKINGS
- INSTALL DASHED COLORED BIKE LANE (GREEN)
- 8 INSTALL PER STANDARD T-250
- 9 INSTALL PER STANDARD T-260
- 10 USE 3M TAPE FOR STRIPING ON CONCRETE
- INSTALL 4" WIDE WHITE DIAGONAL 45' STRIPE AT 20' APART
- 12 INSTALL 4" WIDE WHITE CHEVRON STRIPE AT 20' APART

NO.	REVISIONS DESCRIPTION	DATE	BY	BENCH MARK ELEV	FIELD BOOK	CITY	OF SACRAMI	ENTO
\exists						DEPA	RTMENT OF PUBLIC	WORKS
					SCALE			
						DRAWN BY:	DESIGN BY:	CHECKED BY: A. GOLOVESHKIN
_					VERT.	DATE 3/10/2025	R.C.E. DATE 3/10/2025	R.C.E. DATE 3/10/2025
					TEXT:	DATE 17.17	N.C.E. DATE 37.171111	N.C.L. DATE 37-17

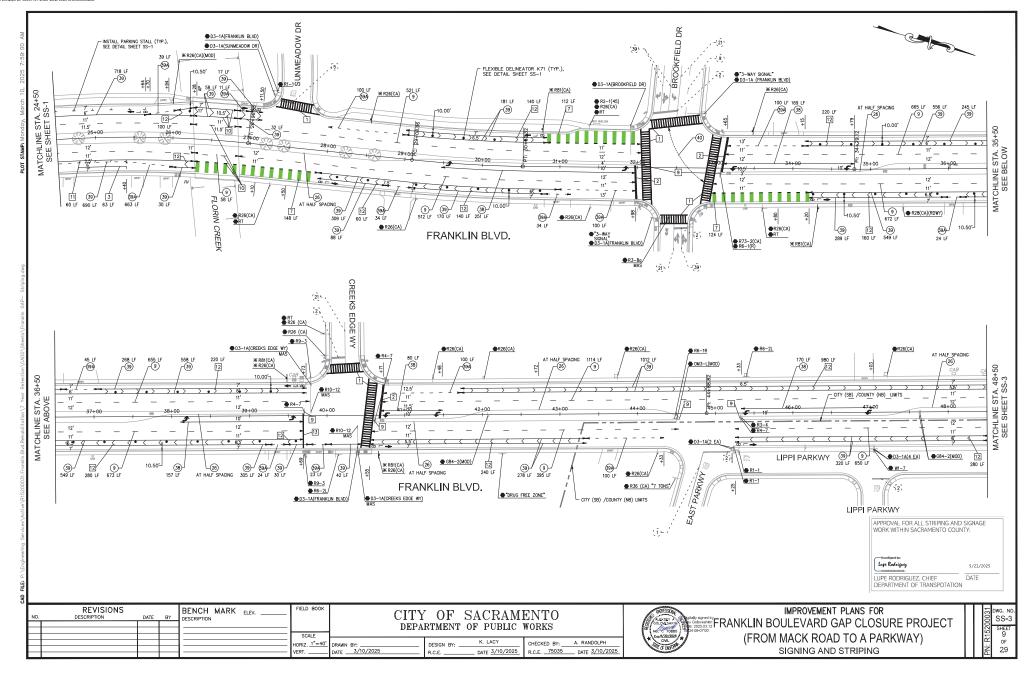


IMPROVEMENT PLANS FOR gmed by FRANKL**I**N BOULEVARD GAP CLOSURE PROJECT (FROM MACK ROAD TO A PARKWAY) SIGNING AND STRIPING

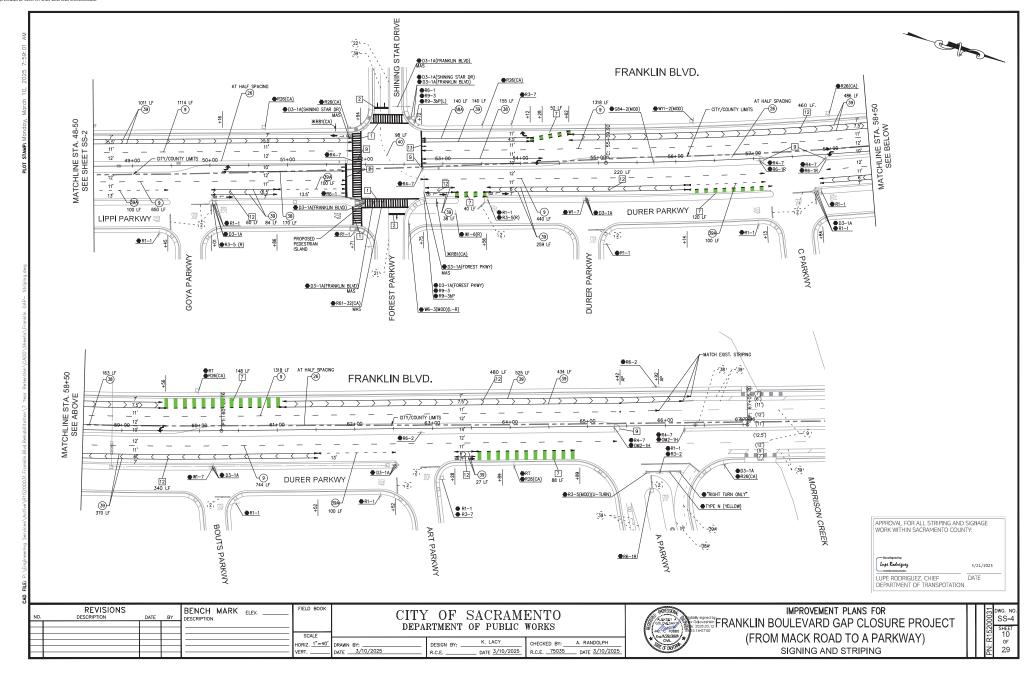
WG. N SS-1 29

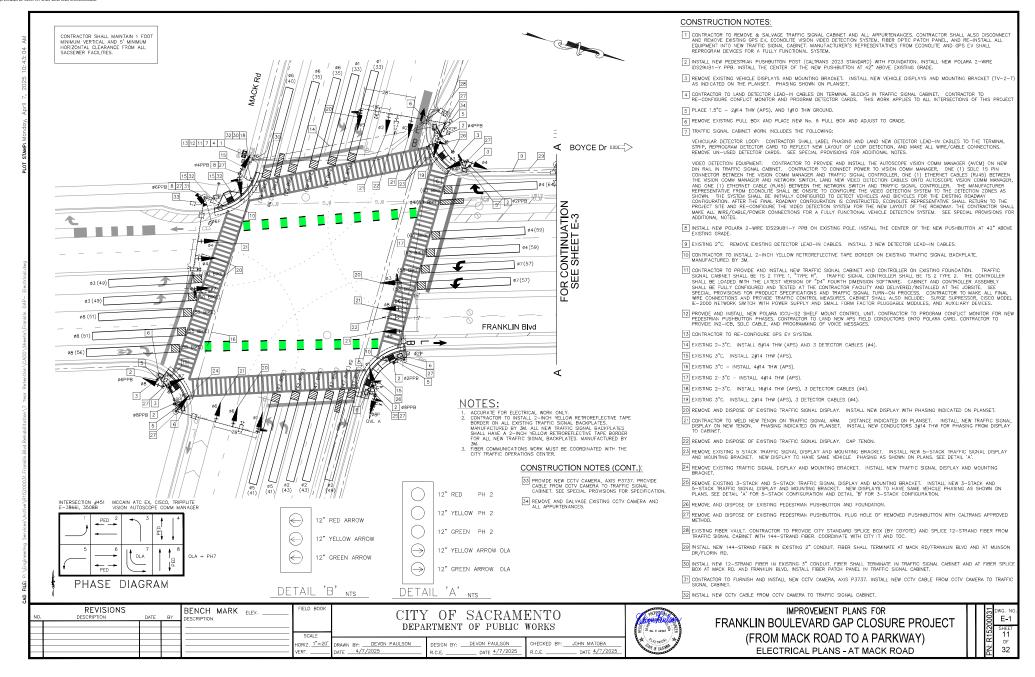


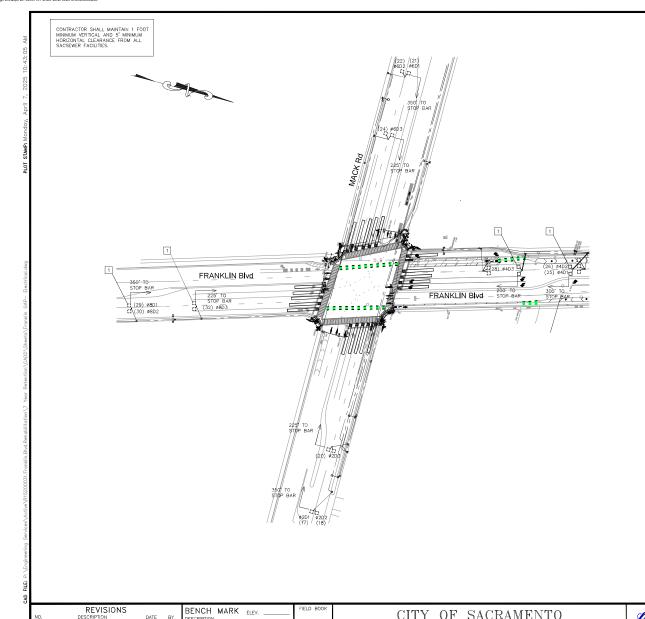
Docusion Envelope ID: C2997161-2AC5-42AB-96D9-2ACA33EC6B3C



Docusion Envelope ID: C2997161-2AC5-42AB-96D9-2ACA33EC6B3C







SCALE HORIZ. <u>1"=60</u> VERT. ____

BENCH MARK ELEV.

CONSTRUCTION NOTES:

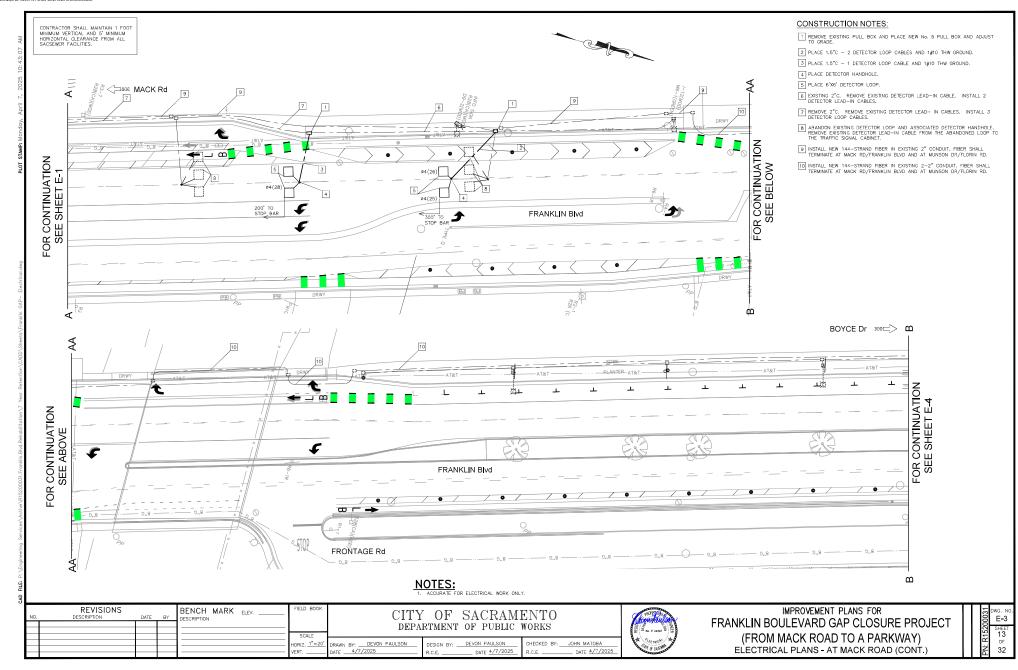
1 CONTRACTOR TO RE-PROGRAM AND LAND DETECTOR LEAD-IN CABLES IN CABINET TO NEW PHASING AS SHOWN IN PLAN DRAWING.

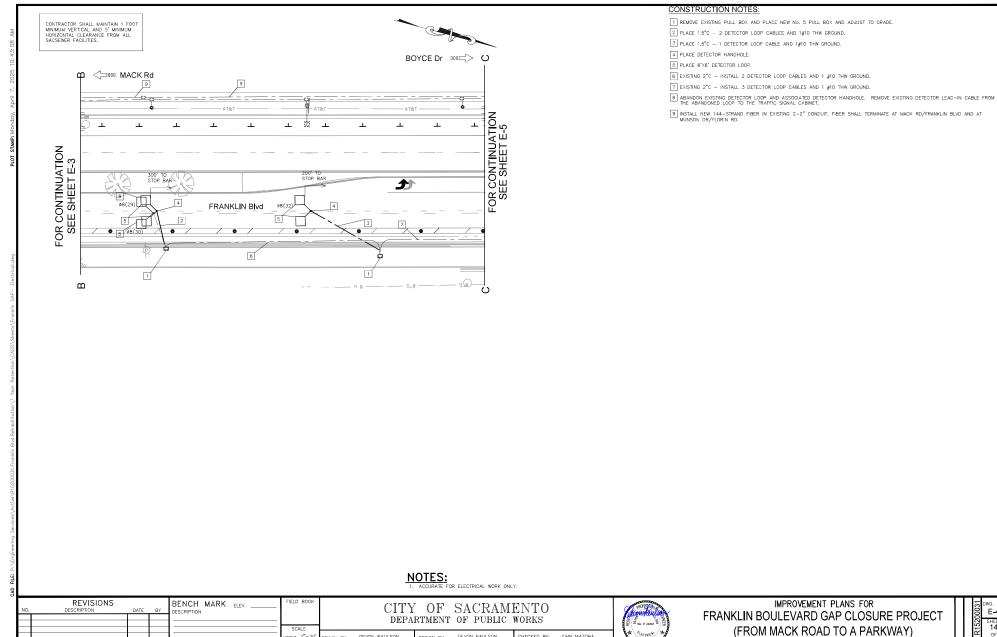
CITY DEPA	OF SACRAMI	LITTO	
DRAWN BY:DEVON_PAULSON DATE4/7/2025	DESIGN BY:	CHECKED BY:	-



IMPROVEMENT PLANS FOR FRANKLIN BOULEVARD GAP CLOSURE PROJECT (FROM MACK ROAD TO A PARKWAY) ELECTRICAL PLANS - AT MACK ROAD (CONT.)

00031	DWG. NO. E-2
N: R152	12 0F 32
ш	





DRAWN BY: ___DEVON FAULSON DATE ___4/7/2025

HORIZ. 1"=20

DESIGN BY: ___DEVON PAULSON

DATE 4/7/2025

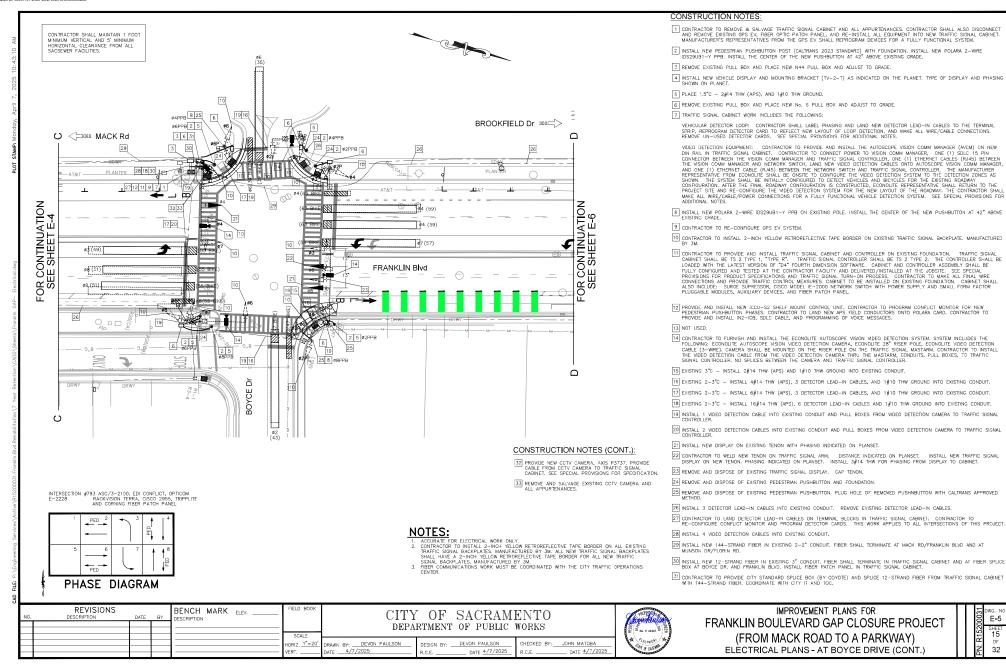
CHECKED BY: ____JOHN_MATOBA

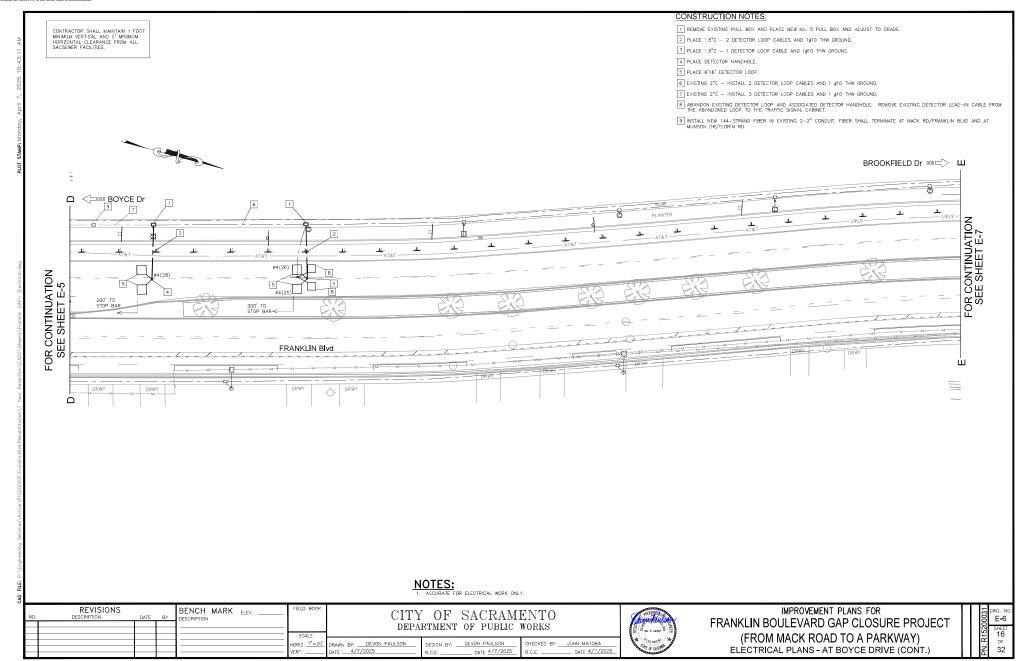
RCE

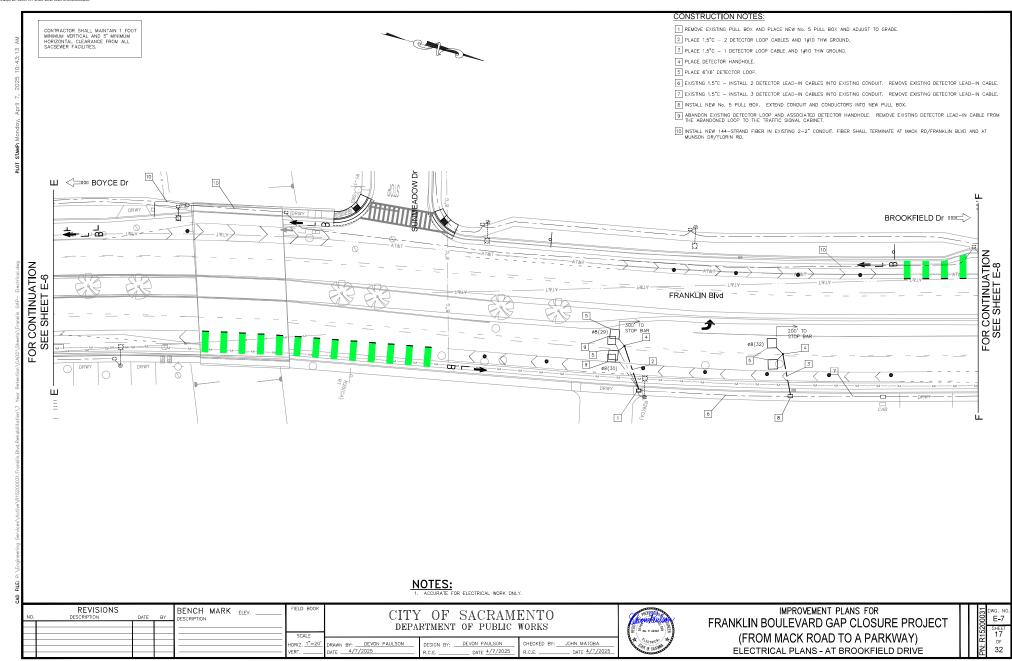
DATE 4/7/2025

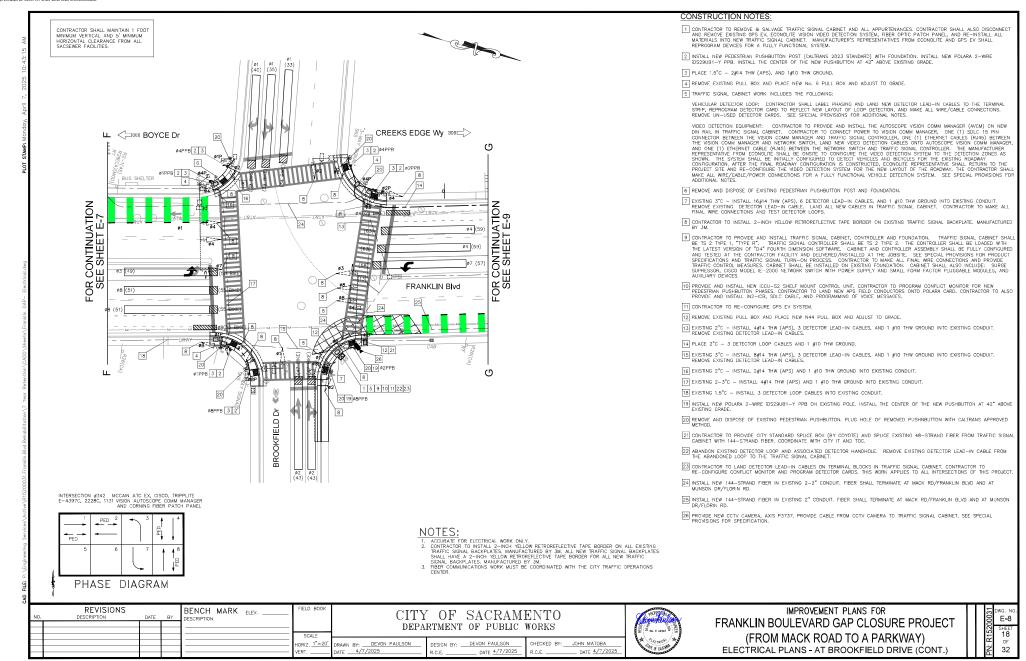
DWG. NO 14 0F 32

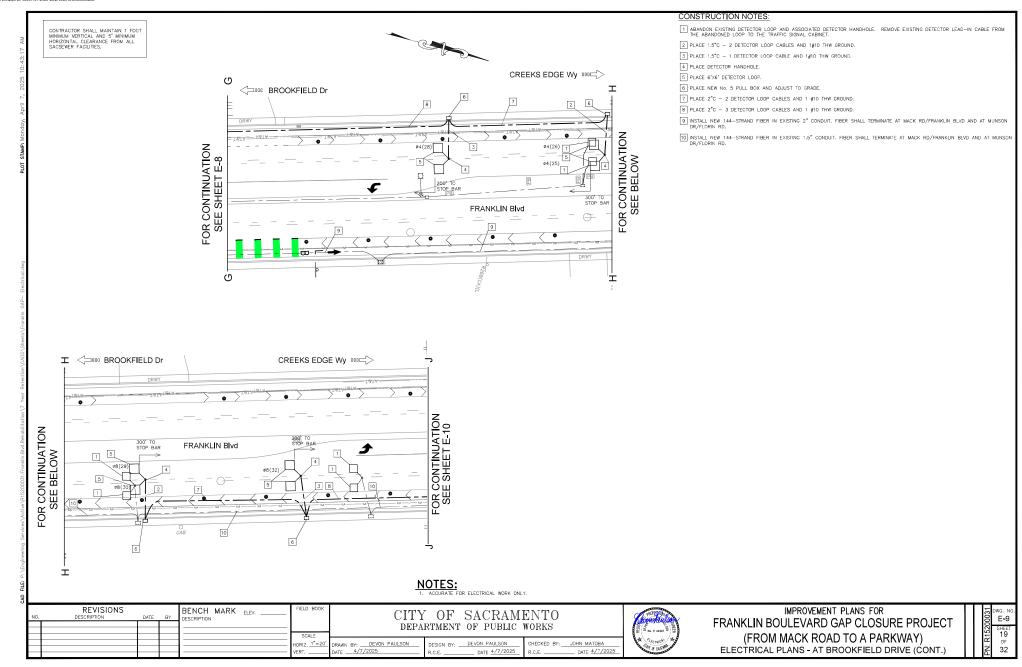
ELECTRICAL PLANS - AT BOYCE DRIVE

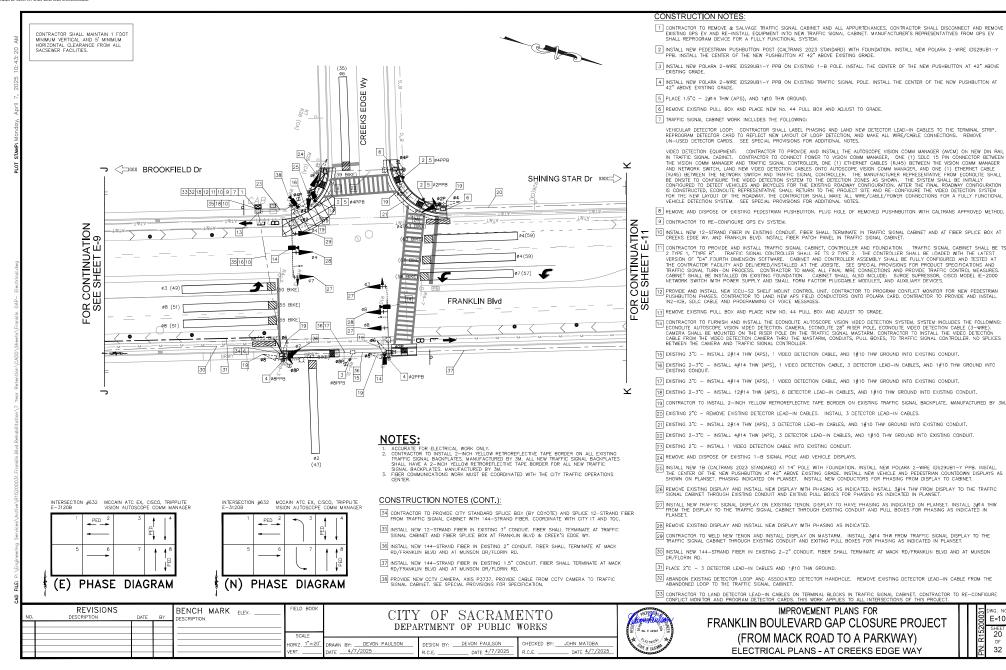


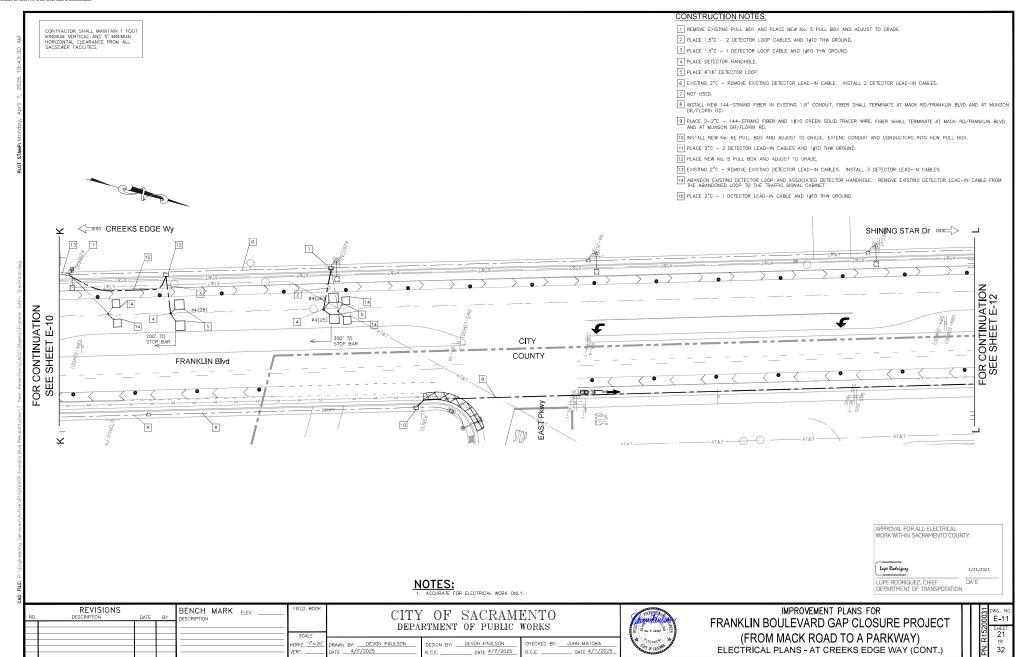








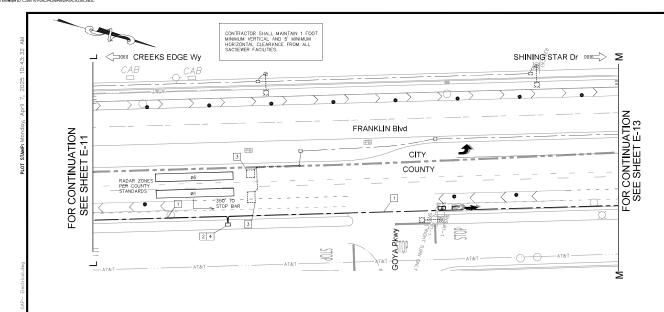




REVISIONS

BENCH MARK ELEV.

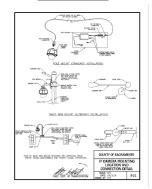
SCALE HORIZ. 1"=20



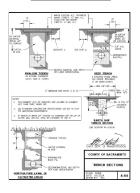
CONSTRUCTION NOTES:

- 1 PLACE 2-2°C 144-STRAND FIBER AND 1∯10 GREEN SOLID TRACER WIRE. FIBER SHALL TERMINATE AT MACK RD/FRANKLIN BLVD AND AT MUNSON DR/FLORIN RD.
- 2 PLACE NEW No. 6E PULL BOX AND ADJUST TO GRADE.
- 3 ABANDON EXISTING DETECTOR LOOP AND ASSOCIATED DETECTOR HANDHOLE. REMOVE EXISTING DETECTOR LEAD-IN CABLE FROM THE ABANDONED LOOP TO THE TRAFFIC SIGNAL CABINET.
- [4] INSTALL PULL BOX IN OPENING OF SHRUBS. REMOVE EXISTING STUMP TO INSTALL NEW PULL BOX.

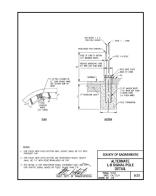
IP CAMERA DETAIL



TRENCH DETAIL 4-64



1-B POLE DETAIL 5-23





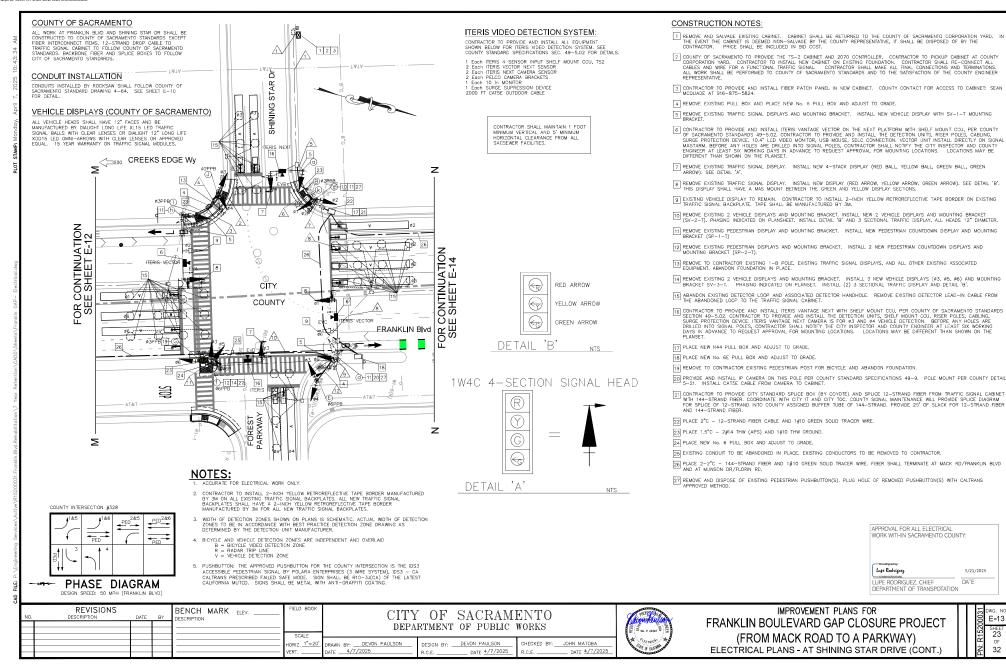
NOTES:

	OF SACRAM. RTMENT OF PUBLIC	
DRAWN BY:DEVON PAULSON	DESIGN BY:DEVON PAULSON	CHECKED BY:JOHN_MATOBA
DATE 4/7/2025	R.C.E DATE 4/7/2025	R.C.E DATE 4/7/202

__ DATE 4/7/2025

IMPROVEMENT PLANS FOR FRANKLIN BOULEVARD GAP CLOSURE PROJECT (FROM MACK ROAD TO A PARKWAY) ELECTRICAL PLANS - AT SHINING STAR DRIVE

5200024	DWG. NO. E-12 SHEET 22
DNI- D	OF 32



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©	1-B	1	1W3L 1W3L	12"	TV-2-T	2	1W2L	SP-1-T		-	
	WR-12-3- 2800-40-985	6	1W3L 1W3L 1W3L	12"	MAS	6		SP-1-T		-	
(Ē)	10' 1-B	3	1W3L	12"	TV-2-T	E	=	-	6	RIGHT	F
	VR-11-7-	3	1W4L 1W3L	12"	MAS	3		SP-1-T		RIGHT	Ī
" 1	1730-987	5	1W3L 1W3L	12"	SV-3-T	6	1W2L	SP-1-T	ľ	RIGHT	
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	WR-12-3- 2800-40-985	5 2 2	1W3L 1W3L 1W3L	12"	MAS MAS SV-1-T		1W2L	SP-1-T	-	-	
0	5' 1-B	-	-	T-	-	F	-		3		Г
	10' 1-B	3 4	1W3L 1W3L	12* A	TV-2-T	3	1W2L	SP-1-T	2	RIGHT	
® s	POST-TOP SLIP-FITTER	-	1	-	-	E	-	-	-	-	Γ

(k)	POST-TOP SLIP-FITTER	-	-	-	-	-	-	-	H	-	_		6'			
NOTE: PEFER	TO 2023 C	vi To	PANS S	TAND	PD PLAN	c	AND S	CHEDIIIE	NOTE	'S FOR	TRAFFIC	SIGNAL	AND S	TREE:	LIGHTING POLE TY	PES

20'

30'

30'

10'

10'

NOTES

MOUNT PHASE 1 HEAD BETWEEN GREEN

AND YELLOW SECTIONS

MOUNT PHASE 5 HEAD BETWEEN GREEN AND YELLOW SECTIONS

NOTE: REFER TO 2023 CALTRANS STANDARD PLANS AND SCHEDULE NOTES FOR TRAFFIC SIGNAL AND STREET LIGHTING POLE TYPE

"A INDICATES ALL 12" ARROW HEAD SECTION.
"C/D" NDICATES LED PEDESTRIAN SIGNAL WITH COUNTDOWN TIMER.
"" APB BUTTON 42" ADDE LEVEL LANDING RAFE. REFER TO COUNTY STD. DWG. 5–23.

"" NDICATES 4–SECTION SIGNAL (12" RED, 12" YELLOW, 12" GREEN, & 12" GREEN ARROW SECTIONS – SEE DET B ON E–13)
EQUISING COUNTENT TO TREMAIN SHOWN LIGHT IN COLOR.
CONTRACTOR SHALL TURNSH AND INSTALL ALL OTHER TIELS IN POLE SCHEDULE
ALL NEW PEIESTRIAN PLYSH BUTTONS SHALL BE PELARA APS, OR COUNTY-APPROVED EQUIVALENT.

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BOLD TEXT INDICATES CONDUCTORS ARE NEW OR QUANTITY IS MODIFIED. LIGHT TEXT INDICATES EX. CONDUCTORS TO REMAIN.

"I PROVIDE 1910 THIN GROUND IN EACH CONDUIT.

CONTRACTOR SHALL FERNISH AND INSTALL ALL ITEMS PER CONDUCTOR SOFEDULE.

CONTRACT SHALL REMOVE EX. CONDUCTORS NOT SHOWN TO REMAIN. ALL CONDUCTORS \$10 AWG AND SMALLER SHALL BE SOULD COPPER.

APPROVAL FOR ALL ELECTRICAL WORK WITHIN SACRAMENTO COUNTY:

Lupe Rodsiquez

LUPE RODRIGUEZ, CHIEF DEPARTMENT OF TRANSPOTATION

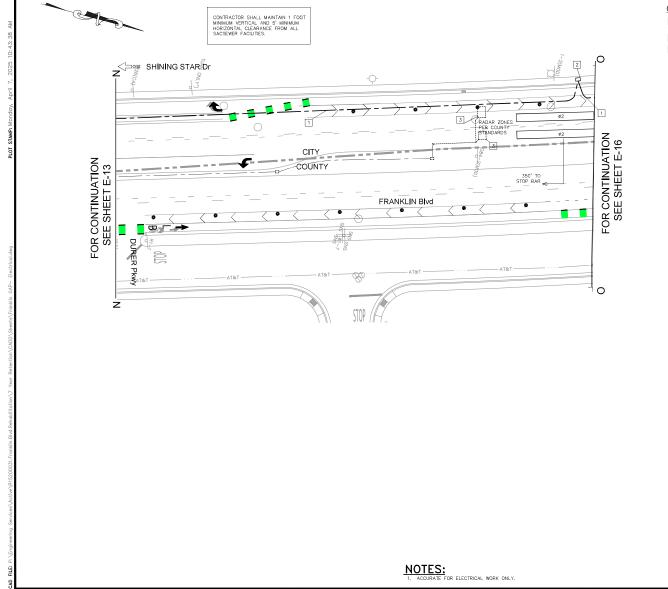
NO.	REVISIONS DESCRIPTION	DATE		BENCH MARK ELEV	FIELD BOOK	CITY	OF SACRAM	ENTO
						DEPA	RTMENT OF PUBLIC	WORKS
			1		SCALE			
					HORIZ. 1"=20"	DRAWN BY:DEVON PAULSON	DESIGN BY:DEVON PAULSON	CHECKED BY:JOHN MATOBA
			1		VEDT	DATE 4/7/2025	n n = 1/7/2025	DOE 04TE 4/7/2025

FIELD BOOK

IMPROVEMENT PLANS FOR FRANKLIN BOULEVARD GAP CLOSURE PROJECT (FROM MACK ROAD TO A PARKWAY) ELECTRICAL PLANS - AT SHINING STAR DRIVE (CONT.)

E-14 24 or 32

5/21/2025



CONSTRUCTION NOTES:

- 1 PLACE 2-2°C 144-STRAND FIBER AND 1∯10 GREEN SOLID TRACER WIRE. FIBER SHALL TERMINATE AT MACK RD/FRANKLIN BLYD AND AT MUNSON DR/FLORIN RD.
- 2 PLACE NEW No. 6E PULL BOX AND ADJUST TO GRADE.
- 3 ABANDON EXISTING DETECTOR LOOP AND ASSOCIATED DETECTOR HANDHOLE. REMOVE EXISTING DETECTOR LEAD-IN CABLE FROM THE ABANDONED LOOP TO THE TRAFFIC SIGNAL CABINET.

APPROVAL FOR ALL ELECTRICAL WORK WITHIN SACRAMENTO COUNTY:

Lupe Rodsiguez

5/21/2025

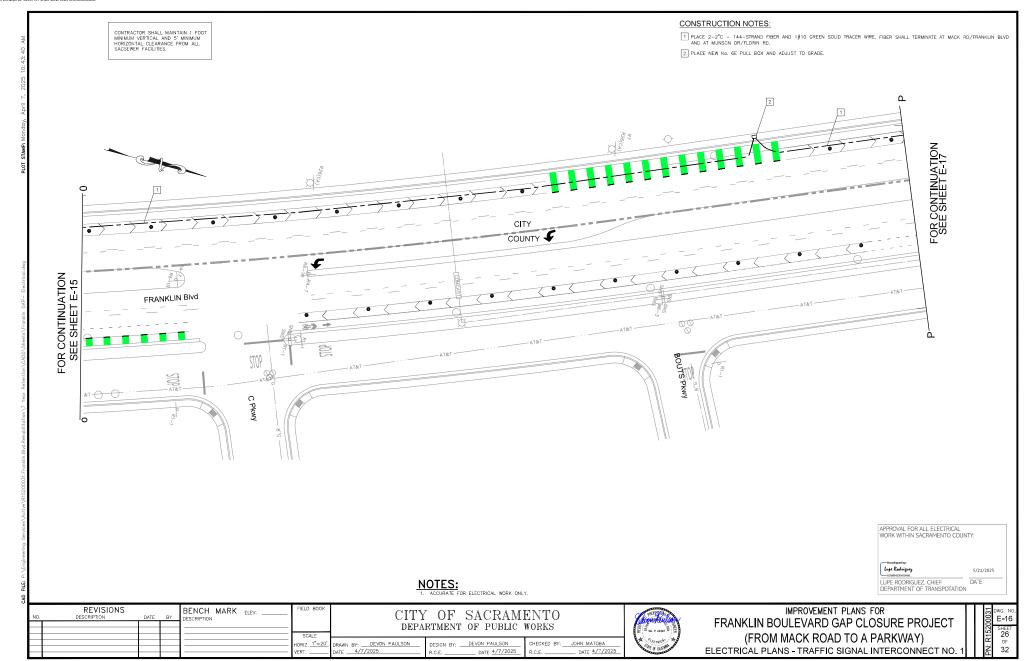
LUPE RODRIGUEZ, CHIEF DEPARTMENT OF TRANSPOTATION

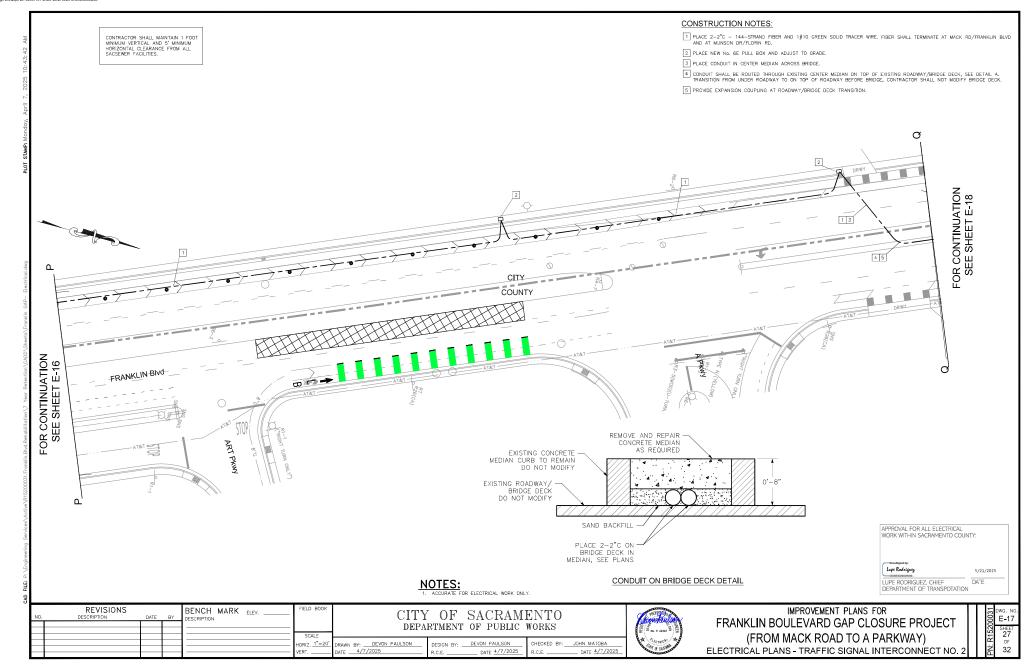
DEPARTMENT OF PUBLIC WORKS	NO.	REVISIONS DESCRIPTION	DATE	BENCH MARK ELEV	FIELD BOOK	CITY	OF SACRAMI	ENTO
HORIZ. 1"=20" DRAWN BY: DEVON PAULSON DESIGN BY: DEVON PAULSON CHECKED BY: JOHN MATOBA					SCALE	DEPA	RTMENT OF PUBLIC	WORKS
					HORIZ. 1"=20"		DESIGN D1.	

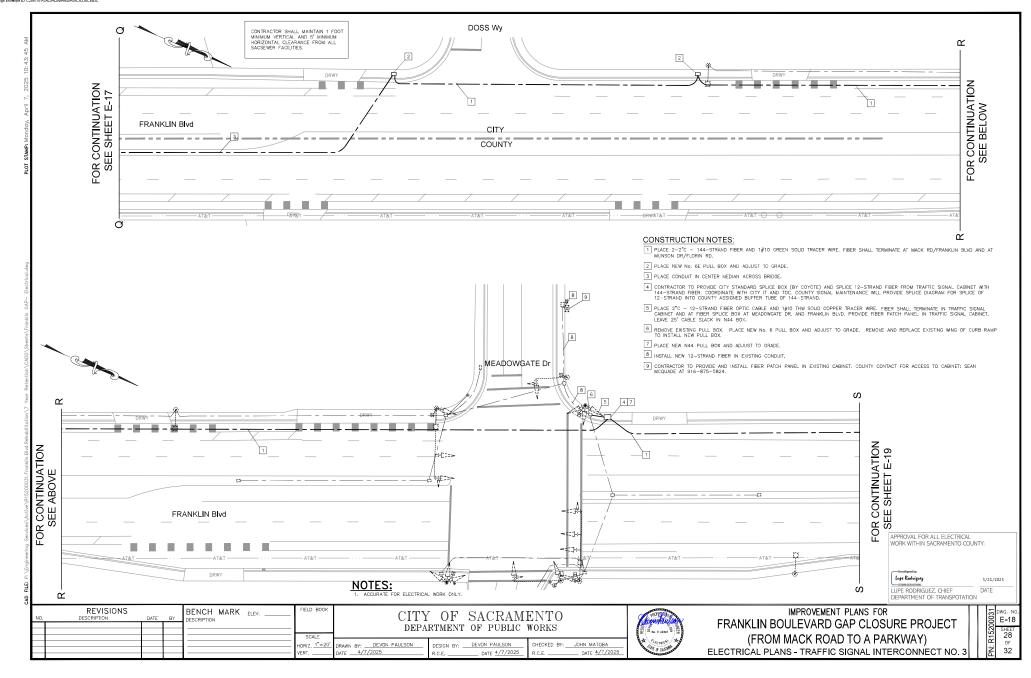


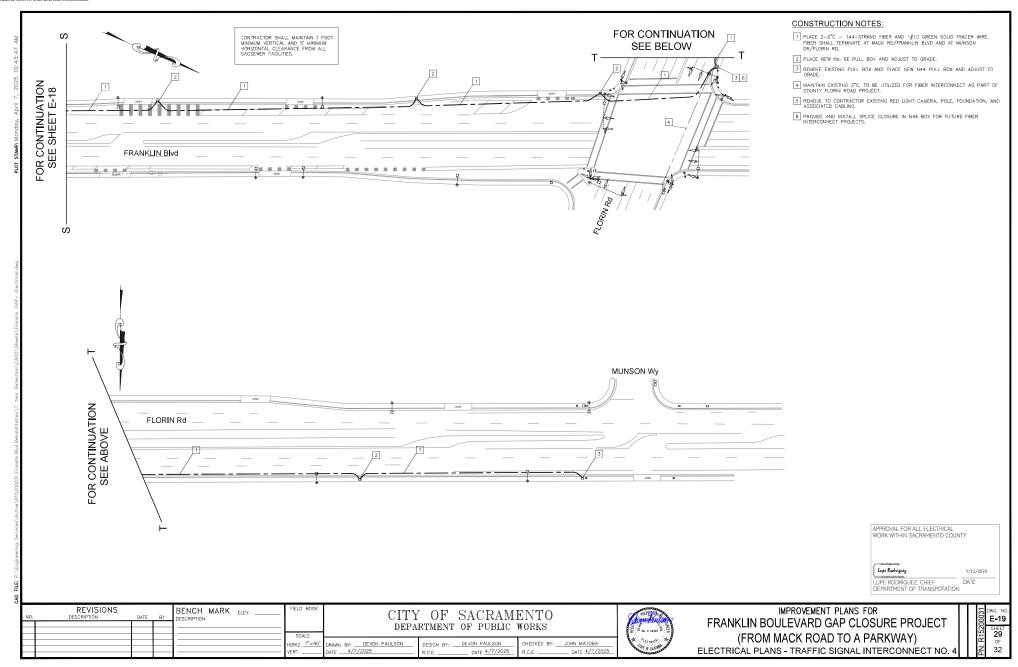
IMPROVEMENT PLANS FOR FRANKLIN BOULEVARD GAP CLOSURE PROJECT (FROM MACK ROAD TO A PARKWAY)
ELECTRICAL PLANS - AT SHINING STAR DRIVE (CONT.)

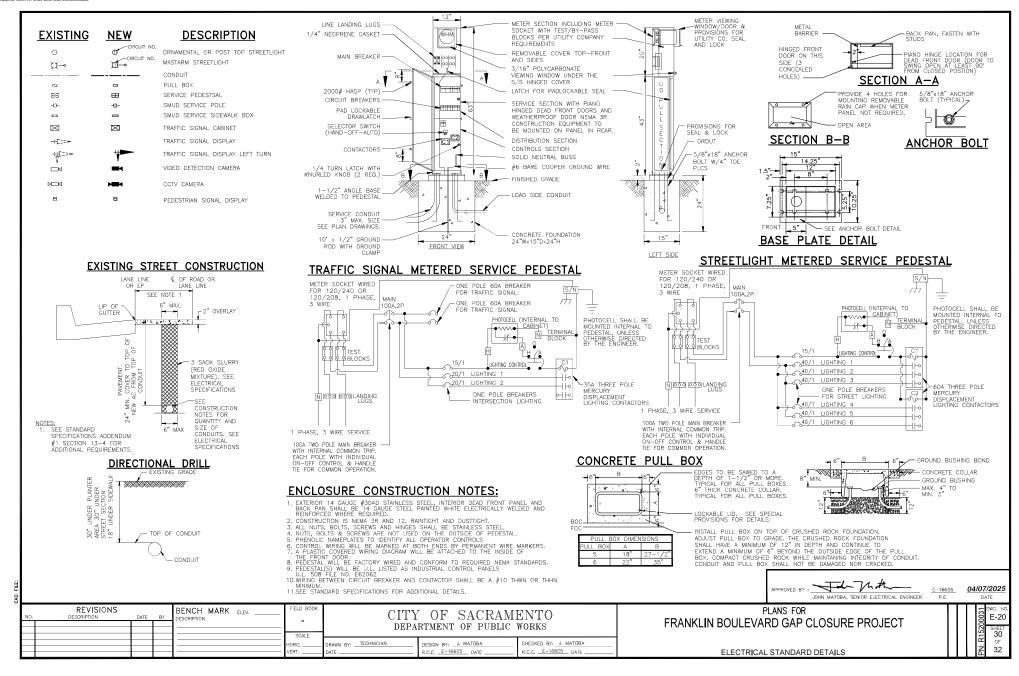


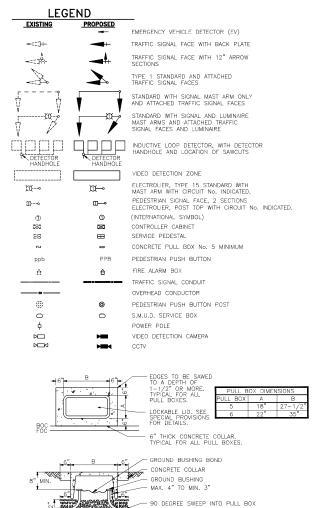












∠INSTALL PULL BOX ON TOP OF CRUSHED ROCK FOUNDATION. ADJUST PULL BOX TO GRADE. THE CRUSHED ROCK FOUNDATION SHALL HAVE A MINIMUM OF 12" IN DEPTH

AND CONTINUE TO EXTEND A MINIMUM OF 6" BEYOND THE OUTSIDE EDGE OF THE PULL BOX. COMPACT CRUSHED ROCK WHILE MAINTANING INTEGRITY OF CONDUIT.

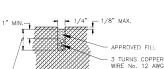
CONDUIT AND PULL BOX SHALL NOT BE DAMAGED NOR CRACKED.

CONCRETE PULL BOX



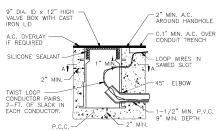
LOOPS SHALL BE 6'X6' FOR LANE WIDTH > 11' UNI ESS OTHERWISE

FOR LANE WIDTH LESS THAN OR EQUAL TO 10', UNLESS OTHERWISE SPECIFIED



DEPTH AS REQUIRED

SECTION B-B LOOP SAW CUTTING DETAIL



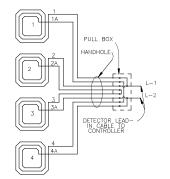
TYPE 'B' DETECTOR



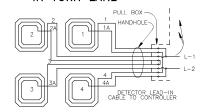
SECTION A-A **DETECTOR HANDHOLE**

TYPE 'B' DETECTOR HANDHOLE INSTALLATION REQUIREMENTS:

- 1. OUTLINE OF TRENCH SHALL BE SAW OUT TO A MINIMUM DEPTH OF 3" EXCEPT WHERE AC OVERLAY IS TO BE PLACED.
- 2. THE PRECAST VALVE BOX WITH CAST IRON LID SHALL BE FABRICATED OF CALCIUM CARBONATE AND POLYESTER RESINS WITH FIBERGLASS REINFORCING AND DESIGNED FOR HEAVY TRAFFIC LOADS
- 3. CAST IRON LID SHALL BE MARKED "DETECTOR" AND SHALL BE SECURED IN PLACE BY APPLYING WATERPROOF SILICONE
 SEALANT. VALVE BOX SHALL BE CENTERED ON LANE LINE, UNLESS OTHERWISE SHOWN ON THE PLANS.
- 4. THE EXCAVATION AROUND THE HANDHOLE SHALL BE BACKFILLED WITH P.C.C. EXCEPT THE TOP 2" IN AC SURFACED ROADWAYS SHALL BE BACKFILLED WITH AC.
- 5. THE HANDHOLE SHALL BE PROTECTED WITH COLD PATCH OR OTHER SUITABLE PROTECTION UNTIL PERMANENT AC BACKFILL



FOUR LOOPS IN TURN LANE



FOUR LOOPS IN THRU LANES

LOOP WINDING PATTERNS

GENERAL NOTES

- 1 ALL WORK TO BE PERFORMED SHALL BE IN ACCORDANCE WITH: CITY OF SACRAMENTO LATEST CITY STANDARDS SPECIFICATIONS, THE LATEST TRANS STANDARD PLANS, AND THE LATEST CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 2. ALL MATERIAL TO BE REMOVED AND SALVAGED, SHALL BE DELIVERED TO THE CITY CORPORATE CENTER WITHOUT DAMAGE, COORDINATE WITH CITY
- ALL TERMINAL COMPARTMENTS LOCATED ON STANDARDS SHALL BE MOUNTED ON THE SIDE FARTHEST FROM VEHICULAR TRAFFIC. UNLESS OTHERWISE SPECIFIED, OR DIRECTED BY THE ENGINEER.
- PULL BOXES SHALL BE PLACED IN SIDEWALK AREAS AND SHALL NOT BE PLACED IN DRIVEWAYS, IN VEHICULAR TRAFFIC LANES, OR IN SIDEWALK HANDICAPPED RAMP AREAS.
- CONDUCTORS BETWEEN BASE OF ELECTROLIER AND LUMINAIRE SHALL BE No. 10 THW MINIMUM.
- THREE FEET OF SLACK SHALL BE PROVIDED IN EACH PULL BOX FOR EACH CONDUCTOR.
- 7. EXACT LOCATIONS OF ALL STANDARDS, PEDESTALS AND CABINETS WILL BE DETERMINED BY THE ENGINEER PRIOR TO INSTALLATION, AND SHALL BE AT LEAST 3 FEET FROM FACE OF CURB.
- ALL TRAFFIC SIGNAL HEADS SHALL HAVE A BACK PLATE WITH 2" YELLOW RETROREFLECTIVE BORDER
- AT ALL JUNCTIONS SUCH AS PULL BOXES, ELECTROLIER BASES, AND PEDESTALS WHERE PVC CONDUITS ARE INSTALLED, ALL RIGID GALVANIZED CONDUITS AT THESE LOCATIONS SHALL BE PROVIDED WITH GROUNDING BUSHINGS AND CONNECTED TO THE GROUNDING CONDUCTORS.
- ALL LUMINAIRES SHALL BE SUPPLIED WITHOUT PHOTO CELL RECEPTACLES UNLESS OTHERWISE SPECIFIED.
- PULL ROPES USED TO PULL CONDUCTORS IN CONDUIT SHALL BE A MINIMUM OF 1/4" IN DIAMETER.
- 12. SEE SPECIAL PROVISIONS FOR LOOP CONDUCTOR AND LEAD-IN SPECIFICATIONS.
- 13. LOOP DIMENSIONS SHALL BE 6' x 6' SQUARES LOOPS UNLESS OTHERWISE SHOWN ON THE PLANS.

John MA APPROVED BY JOHN MATOBA, SENIOR ELECTRICAL ENGINEER

08/01/2023 E-16605 P.E.

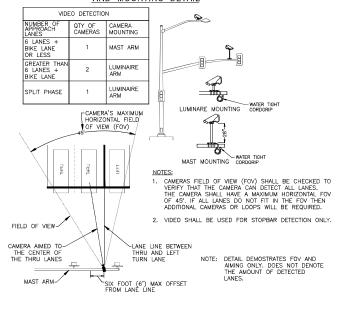
NO.	REVISIONS DESCRIPTION	DATE	BENCH MARK ELEV	FIELD BOOK	CITY depa	OF SACRAM	DIVIO
				SCALE HORIZ VERT			CHECKED BY: J. MATOBA R.C.E. <u>E-16605</u> DATE <u>06/15/24</u>

PLANS FOR FRANKLIN BOULEVARD GAP CLOSURE PROJECT

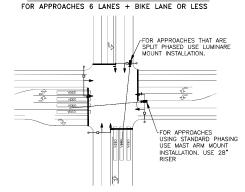
STANDARD DETAILS FOR TRAFFIC SIGNAL No. 1

DATE E-21 31

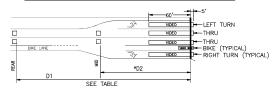
VIDEO DETECTION FIELD OF VIEW AND MOUNTING DETAIL

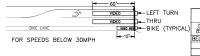


SINGLE CAMERA DETECTION MOUNTING



TYPICAL DETECTOR LAYOUT VIDEO & LOOPS





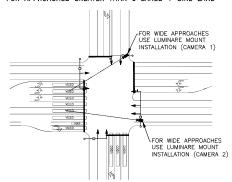
DESIGN OR REAR MID 85TH SPEED D1 D2* 7 85TH SPEED DT D2*
BELOW 30 MPH N/A
30 MPH 175'
35 MPH 200'
40 MPH 250'
*45 MPH 350' 225'
*55 MPH 405' 250'
**145 MPH 350' 225'
**55 MPH 405' 250'

LOOP DISTANCE

NOTES:

- NOMINAL LOOP SIZE TO BE 6'x6'.
 EACH REAR AND MID LOOP SHALL HAVE A ONE
- ** MID (D2) LOOP TO BE INSTALLED AT THE DISCRETION OF THE CITY TRAFFIC ENGINEER.

DUAL CAMERA DETECTION MOUNTING FOR APPROACHES GREATER THAN 6 LANES + BIKE LANE





08/01/2023 E-16605 P.E.

DATE

E-22

SHEET 32 of 32

NO.	REVISIONS DESCRIPTION	DATE	BENCH MARK ELEV	FIELD BOOK	CITY depa	OF SACRAM	ENTO works
				SCALE HORIZ VERT	DRAWN BY:TECHNICIAN	DESIGN BY: _J. MATOBA R.C.EE-16605 _ DATE	CHECKED BY: J. MATOBA R.C.E. <u>E-16605</u> DATE <u>06/15/24</u>

PLANS FOR FRANKLIN BOULEVARD GAP CLOSURE PROJECT

STANDARD DETAILS FOR TRAFFIC SIGNAL No. 2



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):	Supplement/Addendum #:
Assessor's Parcel Number(s):	
Contract Effective Date: 06/24/2025	Contract Expiration Date (if applicable):
\$ Amount (Not to Exceed): \$\\\\$894,468.00	Adjusted \$ Amount (+/-):
Other Party: COUNTY OF SACRAMENTO	
Project Title: COST SHARING AGREEMENT-FRANKLIN B	LVD GAP CLOSURE PROJECT
Project #: R15200031	Bid/RFQ/RFP #: N/A
City Council Approval: YES if YES, Council File	ID#: <u>2025-01201</u>
Contract Processing Contacts	
Department: Public Works	Project Manager: KELLI LACY
Contract Coordinator: RAQUEL GONZALEZ	Email: RAGonzalez@cityofsacramento.org
Department Review and Routing	
Contracts: Raquel	Opensaly 05/27/2025
O	
Project Manager:	
Supervisor:	
Division Manager:	
Special Instruction/Comments (i.e. recording requested Construction Related	d, other agency signatures required, etc.) Other Party Signature Required
AWARD/COUNCIL DATE: JUNE 24, 2025	

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE---

COUNTY OF SACRAMENTO COMMUNITY SERVICES AGENCY

AGREEMENT FOR COST SHARING OF FRANKLIN BOULEVARD GAP CLOSURE PROJECT (R15200031)

THIS AGREEMENT is made and entered into on ______, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY."

RECITALS

WHEREAS, CITY and COUNTY share ownership of a portion of Franklin Boulevard from 60 feet north of Turnbridge Drive and 140 feet south of East Parkway, with the centerline of the roadway representing the jurisdictional boundary of CITY and COUNTY; and

WHEREAS, CITY plans to install a fiber optic cable on Franklin Boulevard from Florin Road to Mack Road, and construct a pavement overlay project from A Parkway to 140 feet south of East Parkway on Franklin Boulevard, as well as other improvements, hereinafter referred to as "PROJECT"; and

WHEREAS, COUNTY acknowledges the benefits of the PROJECT, including pavement rehabilitation, electrical improvements at Franklin Boulevard and Shining Star Drive / Forest Parkway, pedestrian improvements at Franklin Boulevard and Shining Star Drive / Forest Parkway, signing and striping improvements, installation of high-visibility green markings in bike lanes, installation of fiber optic conduits, and the installation of other improvements; and

WHEREAS, COUNTY desires to support the PROJECT by contributing funds for the cost of design, construction, inspection, and administration of the pavement rehabilitation, electrical improvements, pedestrian and bicycle improvement, fiber optic conduits, as well as other improvements within COUNTY right of way; and

WHEREAS, COUNTY agrees to allow use of existing COUNTY-owned conduits on Franklin Boulevard from Florin Road to 47th Avenue in exchange for use of twelve (12) strands of fiber optic cable installed by CITY between 47th Avenue and Mack Road; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CITY agree as follows:

1. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services and obligations described in this Agreement are completed.

2. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered, emailed, or sent by mail, addressed as follows:

To COUNTY: To CITY:

Attn: Ken Wick, Senior Engineer
Department of Transportation

Attn: Greg Smith, Senior Engineer
Department of Public Works

County of Sacramento
4100 Traffic Way
Sacramento, CA 95827
Phone: 916-875-5336
City of Sacramento
918 Del Paso Road
Sacramento, CA 95834
Phone: 916-808-8364

email: wickk@saccounty.net email: gsmith@cityofsacramento.org

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

3. SCOPE

A. <u>Project Description and Plans, Specifications, and Estimate</u>. CITY shall construct new curb ramps, construct electrical improvements, install fiber cable, install microsurfacing and pavement overlay and other striping improvements on Franklin Boulevard from Mack Road to A Parkway as part of the PROJECT. Construction shall be in accordance with the applicable plans, specification, and estimate as approved by the CITY. CITY shall furnish all labor, materials with exception of the COUNTY provided electrical cabinet, and execute and administer all contracts required, for the project as set forth in the PROJECT relevant CITY-approved plans and/or specifications. All of the work done under this Agreement shall be performed to the satisfaction of both CITY and COUNTY.

- B. <u>Survey Monuments and Encroachment Permit</u>. CITY shall require its construction contractor to re-establish survey monuments within COUNTY's jurisdictional boundaries that are disturbed or otherwise damaged by construction contractor in constructing the PROJECT. An encroachment permit for PROJECT work will be required from the COUNTY, and it shall be provided by COUNTY to CITY at no cost (application, deposits, and inspection).
- C. <u>Construction Contract and Nondiscrimination</u>. CITY shall award and administer the contract for construction of the PROJECT in compliance with California Labor Code and Public Contract Code requirements, including but not limited to the payment of prevailing wages, and all applicable federal, state, and local laws and regulations, including CITY's Improvement Standards and Standard Construction Specifications. CITY and its officers, employees, agents, contractors and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.
- D. <u>Change Orders</u>. Except in cases where emergency work is necessary for vehicle or pedestrian safety, CITY shall submit to COUNTY for approval, prior to commencement of change order work any proposed change orders which will affect the PROJECT cost-share related improvements.
- E. Accountability and Release of Liens. Upon completion of Project, CITY shall provide COUNTY with evidence that all of the costs of the PROJECT have been fully paid, including any and all lien claims. Upon request, CITY shall provide lien releases under California Civil Code Section 8120, et seq. to assure that payments of any outstanding claims of the CITY's contractors, subcontractors, and suppliers have been paid.

4. REIMBURSEMENT OF COSTS

- A. Construction Costs.
 - a. The cost to construct the COUNTY portion of the PROJECT is estimated to be \$745,390.00 as set forth in the Preliminary Estimate, attached hereto and incorporated herein as Exhibit A.
 - b. The cost to construct the CITY portion of the Franklin Gap Closure Project is estimated to be \$3,983,995 as set forth in the Preliminary Estimate, attached hereto and incorporated herein as Exhibit A.

- c. A contingency amount of twenty percent (20%) of the construction cost is established for the COUNTY. As set forth in Exhibit A, the total contingency costs for the COUNTY portion of the PROJECT are estimated to be \$149,078.00. The contingency amounts shall be added to the actual cost of construction, if necessary, to cover change orders pursuant to Section 3(D) above.
- d. Actual construction costs for the PROJECT, taken separately, shall be the actual quantities at the bid unit prices, plus or minus approved change orders affecting said Improvements.
- B. <u>Design and Construction Management and Inspection Costs</u>. CITY has incurred costs to design and prepare Franklin Gap Closure Gap Project for bidding. CITY will also incur costs to administer the awarded construction contract, including management and inspection costs.
- C. <u>Cost Sharing</u>. COUNTY shall reimburse CITY its actual construction costs for the COUNTY's portion of the PROJECT including construction contingency, design, construction management, and inspection costs. The total reimbursement amount is estimated at \$894,468.00. Under no circumstances shall COUNTY's total reimbursement payment to CITY exceed \$1,043,546 without prior written consent of COUNTY or its Board of Supervisors, as required by County Code.
- D. <u>Invoicing</u>. CITY shall invoice COUNTY, upon completion of the Franklin Gap Closure Project, for COUNTY'S share of costs as provided in this section. CITY'S final invoice shall be mailed or emailed to the address for COUNTY provided in Section 2 above, and include the following information:
 - i. CITY Project Number: R15200031
 - ii. CITY Project Name: Franklin Boulevard Gap Closure Project
 - iii. Date of invoice submission
 - iv. Actual construction costs of Franklin Gap Closure Project
 - v. Total cost share reimbursement amounts due from COUNTY
- E. <u>Payments</u>. COUNTY shall send one lump sum payment as described in section 4(D) via check or other approved method, to the address for CITY provided in Section 2 of this Agreement within thirty (30) days of receipt of invoice.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. INDEMNIFICATION

To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

7. **INSURANCE**

Each party, at its sole cost and expense, shall carry insurance—or self-insure—its activities in connection with this Agreement, and obtain, keep in force, and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party shall provide certificates of insurance, excess insurance and/or self-insurance to the other party during the term of this agreement. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

8. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by the Director of COUNTY'S Department of Transportation and counsel for COUNTY. No interpretation of any provision of this Agreement shall be binding upon CITY unless agreed in writing by the City's Public Works Director and the City Attorney.

9. SUCCESSORS

This Agreement shall bind the successors of CITY and COUNTY in the same manner as if they were expressly named.

10. TIME

Time is of the essence of this Agreement.

11. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

12. **DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved within fifteen (15) calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing,

either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

13. TERMINATION

- A. CITY may terminate this Agreement without cause upon thirty (30) days written notice to the COUNTY. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by CITY to COUNTY and it is later determined that COUNTY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. CITY may terminate this Agreement for cause immediately upon giving written notice to COUNTY should COUNTY materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If notice of termination for cause is given by CITY to COUNTY and it is later determined that COUNTY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. CITY may terminate or amend this Agreement immediately upon giving written notice to COUNTY, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the City is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in CITY'S yearly proposed and/or final budget are not appropriated by CITY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by CITY as a result of midyear budget reductions.
- D. If this Agreement is terminated by CITY under paragraph (A) or (C) above:
 - 1. COUNTY shall only be required to reimburse CITY for work already completed under this Agreement, including COUNTY's proportional share of CITY's design, construction management, and inspection costs for work associated with the Improvements.

- 2. COUNTY shall deliver to CITY copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostatting, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 3. COUNTY shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that COUNTY can legally cancel.
- E. If this Agreement is terminated under paragraphs (A) or (C), above, CITY shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of this Agreement.

14. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between CITY and COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CITY and COUNTY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

15. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

16. FORCE MAJEURE

Neither CITY nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

17. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

18. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

19. COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

political subdivision of the State of California	•
By: Ron E. Vicari, Director Department of Transportation	By: Ryan Moore, Assistant City Manager, for Interim City Manager
Date:	Date:
Reviewed and Approved by County Counsel	Approved as to Form:
By: Amanda McDermott Deputy County Counsel	Michael Fry (May 27, 2025 11:11 PDT) City Attorney
	Attest:
	City Clerk
	Date:

Exhibit A

Franklin Boulevard Gap Closure Project Final Estimate

	March 2025						С	Cou	ıntv (Cost	
Item No	Item Description	Qtv.	Unit	Uı	nit Price	Estimated Total Price	Qtv	Cost	Qtv	Cos	st .
1	Preconstruction Photographs	1	LS	\$	1,000		1	\$ 1,000			
2	Water Pollution Control Plan	1	LS	\$	2,000	\$ 2,000	1	\$ 2,000			
3	Traffic Control System	1	LS	\$	100,000	\$ 100,000	1	\$ 100,000			
4	Tree to Remove	1	LS	\$	3,500	\$ 3,500	1	\$ 3,500			
5	Survey Monument to Adjust to Grade	7	EA	\$	1,000	\$ 7,000	7	\$ 7,000			
6	Roadway Excavation and Grading	2500	CY	\$	180	\$ 450,000	2500	\$ 450,000			
7	Aggregate Base Class 2 to Place	180	TON	\$	125	\$ 22,500	180	\$ 22,500			
8	Base Repair (8")	350	TON	\$	250	\$ 87,500	80	\$ 20,000	270	\$	67,500
9	Microsurfacing	33000	SY	\$	5	\$ 165,000	33000	\$ 165,000			
10	Pavement Planing (2.5")	10500	SY	\$	6	\$ 63,000	10500	\$ 63,000			
11	Pavement Planing (4")	8765	SY	\$	6	\$ 52,590			8765	\$	52,590
12	Asphalt Concrete (3/4") Pavement to Place	3630	TON	\$	220		1630	\$ 358,600	2000	\$	440,000
13	Gas Valve to Adjust to Grade	1	EA	\$	2,200	\$ 2,200		\$ 2,200			
14	Adjust Manhole Frame and Cover to Grade	27	EA	\$	2,200	\$ 59,400	27	\$ 59,400			
15	Adjust Water Valve Box to Grade	5	EA	\$	2,200	\$ 11,000	5	\$ 11,000		-	
16	Curb and Gutter Type 1 to Construct	23	LF	\$	80	\$ 1,840	23	\$ 1,840		-	
17	Curb and Gutter Type 1A to Construct	33	LF	\$	80		33				
18	Curb and Gutter Type 2 to Construct	670	LF	\$	90	\$ 60,300	670	\$ 60,300			
19	Curb Type 3 to Construct	541	LF	\$	70		541				
20	Curb Type 5 to Construct	9	LF	\$	70		9	\$ 630			
21	4" PCC Sidewalk to Construct	3300	SF	\$	40	\$ 132,000	3300	\$ 132,000			
22	Truncated Domes to Place	30	EA	\$	230		30	\$ 6,900		-	
23	Measure A Sign to Place	2	EA	\$	500			\$ 1,000		-	
24	Traffic Sign to Place	25	EA	\$	280	\$ 7,000	25			-	
25	New Post to Install	24	EA	\$	400		24	\$ 9,600			
26	Sign to Remove	1	EA	\$	120			\$ 120		-	
27	Sign to Relocate	3	EA	\$	200			\$ 600		-	
28	Median Nose Detail to Install	1	LS	\$	1,500			\$ 1,500		_	
29	Thermoplastic Traffic Stripe and Pavement Markings to Remove	1	LS	\$	29,000		1	\$ 29,000		-	
30	Thermoplastic Traffic Stripe and Pavement Markings to Place	1	LS	\$	110,000	\$ 110,000	1	\$ 72,200	1	\$	37.800
31	Flexible Delineator (Type K-71)	66	EA	\$	300		66			1	
32	Colored Pavement for Bike Lanes (Green)	4900	SF	\$	20		3400		1500	\$	30,000
33	Traffic Signal Modification at Franklin Boulevard and Mack Road	1	LS	\$	180,400			\$ 180,400		<u> </u>	,
34	Traffic Signal Modification at Franklin Boulevard and Boyce Drive	1	LS	\$	268,000		1	\$ 268,000			
35	Traffic Signal Modification at Franklin Boulevard and Brookfield Drive	1	LS	\$	213,100		1	\$ 213,100			
36	Traffic Signal Modification at Franklin Boulevard and Creeks Edge Way (Caselli Circle)	1	LS	\$	274,600			\$ 274,600			
37	Traffic Signal Modification at Franklin Boulevard and Shining Star/Forest Parkway	1	LS	\$	117,500				1	\$	117,500
	Fiber Optic Installation and Modification on Franklin Boulevard from Brookfield Drive to Creeks Edge	1	EA	\$	57,000		1	\$ 57,000		T	,
38	Way (City of Sacramento)	1	I	ľ	,			1.,,			
	Fiber Optic Installation and Modification on Franklin Boulevard from Creeks Edge Way to Florin Road*	1	EA	\$	375,000	\$ 375,000	1	\$ 375,000		-	
39				Ι.		*,				1	
40	Raised Reflective Blue Markers to Place	15	EA	\$	7	\$ 105	15	\$ 105			
41	Install 3M Tape Striping	1	LS	\$	4,200			\$ 4,200			
42	Mobilization	1	LS	\$	150,000		1	\$ 150,000			
	J	Estimated	Construction Cost		,	\$ 3,983,995		\$ 3,238,605		\$	745,390
		Constructi	on Contingency		20%	\$ 796,799		\$ 647,721		\$	149,078
		Estimated	I Construction Tol	tal		\$ 4,780,794		\$ 3,886,326		\$	894,468
						,,		, ,			, -
		Scoping a	nd Environmental			\$ 230,000		\$ 230,000		\$	-
		Design				\$ 280,000		\$ 280,000		\$	-
		CM Estima	ate			\$ 600,000		\$ 600,000		\$	-
			stimated Soft Cost	t		\$ 1,110,000	•	\$ 1,110,000	-	\$	
						,,		,,			
			Estimate	d Pr	oject Cost	\$ 5,890,794		\$ 4,996,326		\$	894,468
						,,					

^{*} County Construction Portion is \$0. City and County agree to exchange City construction cost for use of existing County conduit from Florin Road to 47th Avenue



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):	Supplement/Addendum #:
Assessor's Parcel Number(s):	
Contract Effective Date: 06/24/2025	Contract Expiration Date (if applicable): 12/31/2026
\$ Amount (Not to Exceed): \$\frac{\$ 464,322.96}{}	Adjusted \$ Amount (+/-):
Other Party: SALABER ASSOCIATES, INC.	
Project Title: FRANKLIN BLVD GAP CLOSUR	E-CM SERVICES
Project #: R15200031	Bid/RFQ/RFP #: P25151111008
City Council Approval: YES if YES,	Council File ID#: 2025-01201
Contract Processing Contacts	
Department: Public Works	Project Manager: KELLI LACY
Contract Coordinator: RAQUEL GONZALEZ	Email: RAGonzalez@cityofsacramento.org
Department Review and Routing	
Contracts: Kac	gul Janjaly 03/14/2025
Project Manager:	
Supervisor:	
Division Manager:	
Special Instruction/Comments (i.e. recordi	ng requested, other agency signatures required, etc.)
✓ Construction Related	Other Party Signature Required
AWARD/COUNCIL DATE: JUNE 24, 2029	5

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE------

CONTRACT #:

CONTRACT NAME: Franklin Blvd Gap Closure-CM Services

AUTHORIZED RENEWALS:

AGREEMENT TERM: EXP: 12/31/26

DEPARTMENT/DIVISION: Public Works/Engineering

PROJECT: R15200031 NOT-TO-EXCEED AMOUNT: \$ 464,322.96 SOLICITATION: P25151111008

LBE (Y/N):

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTS, LANDSCAPE ARCHITECTS, **ENGINEERS, AND LAND SURVEYORS**

THIS CONTRACT is made at Sacramento, California, by and between the CITY OF SACRAMENTO, a charter city and municipal corporation ("CITY"), and

Salaber Associates, Inc.

1025 9th St, Suite 226, Sacramento, CA 95814 Phone: 707.689.3890 / E-mail: RLoRusso@SAlservices.com

("CONTRACTOR"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

- 1. **Effective Date.** This Contract shall be effective beginning **June 24, 2025**.
- 2. Contract Documents. All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, Including Exhibit A (titled "Scope of Services") and Exhibit B (titled "Payment").
 - If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.
- 3. Services. Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall provide to CITY the services described in Exhibit A ("Services").
 - CONTRACTOR will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) CONTRACTOR notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

- **4. Payment.** CITY shall pay CONTRACTOR at the times and in the manner set forth in Exhibit B. CONTRACTOR shall submit all invoices to CITY in the manner specified in Exhibit B.
- 5. Facilities and Equipment. Except as set forth below, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment required for CONTRACTOR to perform this Contract. CITY shall furnish to CONTRACTOR only the facilities and equipment listed below, if any.
- **6. Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
- **7. General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
- 8. Additional Requirements for Surveying, Material Testing, and Inspection Services. If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
- 9. Non-Discrimination in Employee Benefits. This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at: https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. Considering Criminal Conviction Information in the Employment Application Process. This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable 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.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. Local Business Enterprise Program. The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. Authority. The person signing this Contract for CONTRACTOR represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Kelli Lacy / Project Manager

915 | Street, Sacramento, CA 95814 Phone: 916.808.8157 / E-mail: KELacy@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Bob LoRusso / Project Manager

1025 9th St, Suite 226, Sacramento, CA 95814 Phone: 707.689.3890 / E-mail: <u>RLoRusso@SAlservices.com</u>

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services. Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance. The Services described in this Contract shall be provided through December 31, 2026. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to make delivery of Goods or perform Services in compliance with this Contract.
- **4. Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code: ____ yes __X_ no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

ATTACHMENT 1 TO EXHIBIT A

SALABER ASSOCIATES, INC.

SCOPE OF SERVICES – Franklin Boulevard Gap Closure Project – CM Services

Project #: R15200031

TASK 1 – PRECONSTRUCTION SERVICES

- Review contract plans, specifications, permits, agreements, easements and environmental documents. Identify issues and problems and discuss with City Project manager.
- Review Resident Engineer files. Resident Engineer's files consist of design engineer memos to Resident Engineer, and technical reports and studies.
- Schedule and run coordination meetings with critical project stakeholders and adjacent business owners.
- Establish proposed contract administration and record keeping procedures to be used during construction for review and approval by City Project Manager. VPM to be used as document control system.
- Attend meeting with City staff to discuss design features. The intent of this meeting is to answer questions from the Resident Engineer, meet key staff, and review contract administration procedures.
- Prepare for and conduct a preconstruction conference with the Contractor awarded the
 construction contract and City/County staff. The intent of this meeting is to outline major project
 milestones, meet key personnel, and begin the coordination required for successful project
 delivery.
- The job site, surrounding roads, properties, and adjacent features will be thoroughly photographed and videotaped prior to any construction work.

TASK 2 – CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION

- Serve as focal point for coordination among the contractors, surveyors, material testers, the design engineer, the City, the County, other agencies, utility companies, and other parties.
- Receive all Contractor correspondence and prepare and transmit responses. Coordinate with applicable parties as required to develop responses.
- Conduct weekly, or as necessary, construction contract coordination meetings with the Contractor. Take minutes and distribute to parties designated in the project instructions.
- Maintain contract files in a systematic and orderly manner consistent with the Caltrans Construction Manual and Caltrans LAPM.
- Review Contractor's planned (Baseline) schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.

- Review work's progress as compared to the planned schedule and notify Contractor of schedule slippage. Analyze schedule to determine impact of weather and change orders. Obtain from Contractor updates of construction schedule incorporating actual progress, weather delays, and change order impacts. Negotiate time extensions due to change orders, weather, and other delays.
- Prepare and submit a monthly progress report to City Project Manager describing key issues, cost status, and schedule status.
- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Prepare monthly progress payment requests, negotiate differences over amount, and process payments through the City Project Manager.
- Receive, stamp, and log submittals, and review and approve/distribute for review as necessary.
- · Monitor the review and return of submittals to Contractor.
- Develop a submittal distribution list to identify parties responsible for review and acceptance.
- Perform review of material and structural submittals.
- Receive, process, and monitor requests for information (RFIs) from Contractor.
- Prepare responses to RFI related to construction issues.
- Transmit design-related RFI's to design engineer and copy City Project Manager.
- · Conduct meetings with Contractor and other parties as needed to discuss and resolve RFI's.
- Prepare change orders related to construction issues based on drawings, specifications, and other design information from design engineer and City Project Manager.
- Prepare recommendations to accompany change order documents and forward to City Project Manager for review and approval.
- Perform change order administration, including obtaining City approval of change order requests, issuing proposed change orders to Contractor, maintaining logs of proposed change orders, receiving change order quotations from Contractor, negotiating change order costs and time extension, processing final negotiated change orders, and incorporating approved change orders into progress payment breakdown.
- Perform quantity and cost analysis as required for negotiation of change orders.
- Perform critical path method schedule analysis of claims and change orders to determine working day impacts associated with the claim/change order.
- Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.
- Manage the document control in accordance with Caltrans LAPM, Federal-aid requirements and City procedures.
- Tracking and obtaining all DBE utilization documents including monthly DBE Trucking, Form 9-F DBE Running Tally Payments, Annual EEO.
- Use the VPM web-based system for document control.

- Adhere to all Caltrans LAPM and Federal-aid requirements.
- Adhere to City of Sacramento Standards and Sacramento County Standards as required
- Adhere to the Caltrans Standard Plans and Specifications and Caltrans Construction Manual.
- Perform material sampling and testing in accordance with City QAP requirements, and that Certificates of Compliance are collected.
- The inspectors shall make reasonable efforts to guard the City against defects and deficiencies
 in the work of the Contractor and to ensure provisions of the contract documents are being
 fulfilled; prepare daily inspection reports documenting observed construction activities; take
 progress photographs; mark up a field redline set of drawings to incorporate Contractor record
 drawing markups; prepare punch lists; coordinate and conduct final inspection; and assist with
 equipment testing and startup and other matters relating to construction of the project.
- The inspectors shall assist with monthly progress payment recommendations by making
 measurements of bid items on the project cost breakdown, checking the percent complete in the
 field, and assisting with Contractor meetings to resolve any differences in percent complete.
- Monitor and verify that traffic control is installed and complies with City Standards.
- Request traffic control plans as required and will coordinate with the City PM and City/County Traffic Operations for approval.
- Ensure Contractor is complying with City's erosion and sediment control requirements and monitor BMP's for effectiveness.

TASK 3 - PUBLIC RELATIONS AND COMMUNITY OUTREACH

- Our team will reach out and establish relationships with businesses, the fire department, schools
 and the public at the outset of the project so that all involved have a single point of contact
 should any concerns arise.
- SAI will provide the City schedule updates and address businesses' concerns.
- If requested by City, SAI will establish a project hotline and document phone calls and establish protocols to respond.

TASK 4 – POST CONSTRUCTION SERVICES

- SAI will perform a preliminary final inspection with the contractor to verify that all work has been completed in accordance with the contract documents.
- Upon contract work completion, SAI will perform a final walk-through with the City PM and all
 applicable City/County Departments noting any remaining deficiencies. SAI will compile a Final
 Punch List incorporating comments from all parties.
- Work with the contractor to develop a schedule and plan to complete outstanding items. As
 items are completed, SAI will verify and sign off until all items have been corrected.
- Project Closeout including providing all project files in electronic format on thumbdrive.
- SAI will review the final As-Built Record Drawings to make sure all field order directives, RFI
 responses, and CCO's have been adequately shown.

EXHIBIT B

PAYMENT

- 1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 464,322.96. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
- 2. Billable Rates. Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
- 3. CONTRACTOR's Reimbursable Expenses. "Reimbursable Expenses" are limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
- **4. Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to: apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center
City of Sacramento
915 | Street, Floor 4
Sacramento, CA 95814-2608

- C. All invoices submitted by CONTRACTOR must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order

- (7) CONTRACTOR's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)
- D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to CONTRACTOR for correction. CITY is not responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.
- **5. Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. Accounting Records of CONTRACTOR. During performance of this Contract and for a period of three years after completion of performance, CONTRACTOR shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. Tax Payments. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this section.

ATTACHMENT 1 TO EXHIBIT B

I. COMPENSATION AND PAYMENT

- A. CONSULTANT shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- B. CONSULTANT shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs. Please refer to 10-H instructions for guidelines on reimbursable costs.
- C. If applicable, CONSULTANT shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONSULTANT may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONSULTANT in failing to pay the correct rates of prevailing wage will be remedied solely by CONSULTANT and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- D. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include an updated task, budget, and billing summary or revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section F.
- E. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s):

- 1. Updated 10-H Form(s) for CONSULTANT and/or SUBCONSULTANT shall be included, where applicable.
- 2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
- 3. If a substitution involves Key Staff, CONSULTANT shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section F.

No work shall commence until agreement is executed. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.

- F. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:
 - 1. Increasing the Agreement not-to-exceed amount.
 - a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
 - 2. Adding task(s) within the advertised scope.
 - 3. Adding new classifications or adjusting rates:
 - a. Updated 10-H Form(s) for CONSULTANT and all SUBCONSULTANT shall be included.
 - b. CONSULTANT may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.
 - 4. Adding SUBCONSULTANTS.
 - 5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.

- 6. Reallocations (between tasks and/or Other Direct Costs)
- 7. Extending the sunset date of the Agreement.

No work shall commence until the Supplemental Agreement is executed. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.

G. Monthly Invoices

- 1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).
- 2. CONSULTANT AND SUBCONSULTANT invoices shall be submitted using the City-template and include the following:
 - a. Task, Budget, and Billing Summary.
 - b. A copy of all invoices/receipts for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
 - c. A copy of SUBCONSULTANT invoices using the City template.
 - d. CONSULTANT Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
 - e. If applicable, payroll documentation for staff invoicing under unnamed classifications listed on 10-H Form.
- 3. For non-federally funded projects, CONSULTANT shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONSULTANT will track LBE utilization, including for all SUBCONSULTANTs, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over \$250,000.
- 4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.
- 5. CONSULTANT may include SUBCONSULTANT costs that are treated by the CONSULTANT as accrued due to such costs having been billed by the SUBCONSULTANT to CONSULTANT and recognized by CONSULTANT and CITY as valid, undisputed, due and payable.

- 6. CONSULTANT shall not add a mark-up to SUBCONSULTANT for professional services or other direct costs included in the approved 10-H form(s).
- 7. Invoices for approved monthly services shall be submitted by CONSULTANT and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

II. COST PRINCIPLES

- A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.
- B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).
- C. For federally funded projects, CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- D. Any costs for which payment had been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONSULTANT to CITY.

III. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONSULTANT shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONSULTANT certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.

- D. CONSULTANT certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONSULTANTS whose services are limited to providing surveying or materials testing information, no SUBCONSULTANT who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

VI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and SUBCONSULTANTS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

VII. SUBCONSULTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONSULTANTS.
- C. Any substitution of SUBCONSULTANTS must be approved in writing by CITY's Contract Administrator prior to the start of work by the SUBCONSULTANT.

VIII. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, SUBCONSULTANTS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANTS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

^{*}All referenced forms and sample templates will be provided by CITY.

10-H FORM INSTRUCTIONS

- 1. Supplement#: Enter in appropriate Supplement # or fill in Original, if it is to establish the agreement.
- 2. CONSULTANT Name: Enter CONSULTANT name as it appears on the W-9, and should match remit information on invoices.
- 3. <u>Date*</u>: Date CONSULTANT is filling out the 10-H Form (*This is not the effective date of contract execution for invoicing purposes).
- 4. Project Name: Enter project name.
- 5. Project #: Enter CITY project number.
- 6. The CONSULTANT and SUBCONSULTANT(s) shall submit, for the most recent completed fiscal year, an Indirect Cost Rate (ICR)

 that has been approved by Caltrans with a Cognizant Letter of Approval if available OR an ICR that is Federal Acquisition

 Regulations (FAR) compliant. For contracts \$3.5 million or greater, a CPA audited ICR shall be used.
 - a. Fringe Benefit %: Enter in the Fringe Benefit Rate per CONSULTANT'S audited rate
 - b. Overhead %: Enter in the FAR compliant Overhead Rate.
- 7. Profit: Enter profit, max is 10%
- 8. <u>Classification</u>: Enter classification that shall match invoiced classification for payment approval.
- 9. Name: List all Professional and Supervisory staff by Name. For staff not listed by name, a current payroll document identifying actual hourly rate shall be provided with every invoice for which they bill time. For greater flexibility, besides naming all individuals working on the project, it may be helpful to also enter in a classification without a name (non-key staff only), and a rate not to exceed similar classifications.
- 10. <u>Key Staff</u>: Denote Key Staff with an X in the Key Staff Column. Final determination of Key Staff to be approved by CITY Project Manager. (Examples of key staff may include a named Project Manager, a specific Principal Engineer, a specific Structural Engineer
- 11. Prevailing Wage: Denote staff subject to Prevailing Wage with an X in the Prevailing Wage Column.
- 12. Overtime: Overtime may be paid to classifications where it is required by their union contracts (Prevailing Wage classifications).

 Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay the CONSULTANT at the approved overtime rates noted within the 10-H Form (overtime columns can be unhidden for entry where appropriate).

 CONSULTANT shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: https://www.dir.ca.gov/OPRL/PWD/.
- 13. Actual Base Hourly Rate Paid to Employee for Reference Only: Enter in the actual hourly rate of the employee per the date noted in number 3. Actual Base Hourly Rate should not include fringe, in-lieu of fringe, or overhead. Hourly rates for new employees added to the project, after the execution of original 10-H shall not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this 10-H Form.
- 14. <u>Actual Fully Loaded Hourly Rate for Reference Only</u>: Rate is for reference purposes during negotiations. This field is auto-calculated.
 - [Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A A x Profit % = B
 - A + B = Actual Fully Loaded Hourly Rate
- 15. Approved Flat Hourly Billing Rate: Approved Flat Hourly Billing Rate shall generally equal the Actual Fully Loaded Hourly Rate except where Actual Fully Loaded Hourly Rate exceeds reasonable market costs for such work as determined by CITY. The Approved Flat Hourly Billing Rate may differ from the Actual Fully Loaded Rate if CITY Project Manager assigns a fair and reasonable flat hourly billing rate for select employees. The Approved Flat Hourly Billing Rate shall be all-inclusive, including all mark-ups, fringe, overhead and profit.
- 16. Other Direct Costs (ODC's): Enter in a description of the ODC's to be reimbursed. No mark-up shall be applied to ODC's.

 See Guidelines below.

GUIDELINES – OTHER DIRECT COSTS

Other Direct Costs (ODCs) may only include those items not covered in indirect costs and must list specific items at cost. All ODCs need to be itemized in the 10-H form and be compliant with Federal Acquisition Regulation (FAR). Receipts or other appropriate documentation must be provided for reimbursement of ODC items and no mark-up is permitted.

Ineligible ODCs

Use of in house equipment (e.g., computers, phones, printers), office supplies, copies, and other items generally associated with doing business should <u>not</u> be included in ODCs. Food items and travel to and from the employees' home to the office are not allowable ODCs.

Travel

Mileage from an employee's home to the office is not reimbursable. Mileage from the office to the work site or off-site meetings may be allowable if approved by the City's Project Manager and only if the consultant is traveling from out of the area.

If required for the project, all hotel costs and air fare must be within Caltrans rate (i.e., at lowest available airfare, reasonable hotel rate for area). All travel must be pre-approved by the City's Project Manager.

Estimating ODCs

Any ODCs need to be itemized with a not-to exceed total for each item. If an ODC item is not listed, it will not be reimbursable under the contract. Please consider the total costs for each individual item to determine if it warrants individual tracking and invoicing or whether it should more efficiently be absorbed within overhead costs.

Potential ODCs. (These are examples only; they may not be appropriate in each individual case):

Description	Rate					
Printing/Reproduction (outside vendor only)	At Cost					
Permits/Fees	At Cost					
Lab Analyses/Test (list specifics)	Per Test					
Lab Alialyses/ Test (list specifics)	Cost					
Equipment (list specifics)	At cost/					
Equipment (list specifics)	lease rate					
Field Equipment/Supplies (outside vendor)***	At cost					
Shipping/Postage	At cost					

^{*}Units: Include if here is a relevant per-unit cost (e.g., \$40 per traffic count location)

	Salaber Associates					_VD GAP PF				
	Salaber Associates			CASI		Geocon	TOTAL			
Task 1 - Pre construction services							_			
Sub Task 1.1 Pre-construction services	\$	34,516.51					\$	34,516.51		
Task 1 Subtotal	\$	34,516.51					\$	34,516.51		
Task 2 Construction Management										
Task 2.1 Construction Management services during								278 272		
construction	\$	329,127.11					\$	329,127.11		
Task 2.2 - QA Material Sampling/Testing					\$	25,473.84	\$	25,473.84		
Task 2 Subtotal	\$	329,127.11			\$	25,473.84	\$	354,600.95		
Task 3 Public Relations/Outreach/Admin										
Task 3.1 Public Relations/Admin			\$	14,028.34			\$	14,028.34		
Task 3 Subtotal	\$	-	\$	14,028.34	\$	-	\$	14,028.34		
Task 4 Post Construction Services										
Sub Task 4.1 Post Construction Services	\$	47,707.16					\$	47,707.16		
Task 4 Subtotal	\$	47,707.16					\$	47,707.16		
Total - Labor	\$	411,350.78	\$	14,028.34	\$	25,473.84	\$	450,852.96		
Other Direct Costs			<u> </u>							
Public Relations/Outreach			\$	1,300.00			\$	1,300.00		
Laboratory Testing QA			i -	.,	\$	12,170.00	\$	12,170.00		
ODC Subtotal	\$	-	\$	1,300.00	\$	12,170.00	\$	13,470.00		
Grand Total	\$	411,350.78	s	15,328,34	s	37,643.84	s	464,322.96		

Franklin Blvd Gap Project												
		Salaber Associates, Inc										
	Staff Name Fallbeck and or Resident Classification Engineer		Aubrey Erskine Office Engineer	Neil Matheison Inspector	Hours Subtotal	Labor Costs	OH + Fringe 164.13%	Profit 10%	Total Cost			
Task 1 - Pre construction services	Actual Base Hourly Rate	\$ 94.00	\$ 63.00	\$ 70.00								
Item 1	Hours	40	40	80	160	\$ 11,880.00	\$ 19,498.64	\$ 3,137.86	\$ 34,516.51			
Task 1 Subtotal		40	40	80	160	11,880.00	19,498.64	3,137.86	34,516.51			
Task 2 - Construction Management Services Item 1	Hours	240	240	1080	1560	\$ 113,280.00	\$ 185,926.46	\$ 29,920.65	\$ - \$ 329,127.11			
Task 2 Subtotal		240	240	1080	1560	\$ 113,280.00	\$ 185,926.46	\$ 29,920.65	\$ 329,127.11			
Task 4 - Post Construction Services Item 1	Hours	60	60	100	220	\$ 16,420.00	\$ 26,950.15	\$ 4,337.01	\$ - \$ 47,707.16			
Task 4 Subtotal		60	60	100	220	\$ 16,420.00	\$ 26,950.15	\$ 4,337.01	\$ 47,707.16			
Total		340	340	1260	1940	\$ 141,580.00	\$ 232,375.25	\$ 37,395.53	\$ 411,350.78			
Grand Total									\$411,350.78			

Frankling Blvd Gap Project

	<u> </u>									
		Contract Administrative Services, Inc.								
	Staff Name and or Classification	Madeleine Crowley, Admin.	Tess Salaber, Admin.	Sophia Salaber, Admin.	Hours Subtotal L	_abor Costs	OH + Fringe 139.42%	Profit 10%	Total Cost	
	Actual Base Hourly Rate	\$ 64.00	\$ 51.00	\$ 36.00						
Task 3 - Public Relations/ Admin Meetings PR	Hours Hours	10 8	20 16	20 16	50 \$ 40 \$	All the second control of the second	\$ 3,308.20 \$ \$ 2,646.56 \$		5,005.62	
Document Control	Hours	2	4	20	26 \$		n 5. n		,	
Task 3 Subtotal		20	40	56	116	5,336.00	7,417.04	1,275.30	14,028.34	
Total Other Direct Costs		20	40	56	116 \$	5,336.00	\$ 7,417.04 \$	1,275.30 \$	14,028.34	
Copying, mailing, postage , etc,								\$	500.00	
Phone hotline/website								\$	800.00	
ODC Subtotal		0	0	0	0 \$	-	\$ - \$	- \$	1,300.00	
Grand Total								\$	15,328.34	

					Franklir	n Blvd Gap Pro	oject							
		Geocon												
	Staff Name and or Classification	Zorne Principal	Staff Sr Eng/Geo	Staff Proj Eng/Geo/So	Staff Sr Staff ci Eng/Geo/Sci	Staff Field Tech PW Grp 4	Staff Field Tech PW Grp 3	Staff Field Tech PW Grp 3OT	Staff Eng Assist	Hours Subtotal	Labor Costs	OH + Fringe 175.07%	Profit 10%	Total Cost
	Actual Base Hourly Rate	\$ 75.00	\$ 65.00	50.00) \$ 45.00	\$ 45.59	\$ 51.56	\$ 77.34	\$ 35.00					
Task 2 - Construction Management Services														
Materials Testing Services	Hours	2		4	6 12	2 12	108	3 10	8	162	\$ 8,418.96	\$ 14,739.07	\$ 2,315.80	\$ 25,473.84
Task 2 Subtotal		2		4	6 12	2 12			8	162	8,418.96	14,/39.0/	2,315.80	25,473.84
Total		2		4	6 12	2 12	2 108	3 10	8	162	\$ 8,418.96	\$ 14,739.07	\$ 2,315.80	\$ 25,473.84
Other Direct Costs														
Lab Tests-Soil, AB, Microsurfacing Agg Lab Tests-HMA Lab Tests-Concrete													; ;	3,460.00 5 7,540.00 1,170.00
ODC Subtotal		0		0	0 0				0	0	\$ -	\$ -	\$ - 9	\$ 12,170.00
Grand Total														\$ 37,643.84

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

Date: 11/22/2024

164.13%

CONTRACTOR Name: Salaber Associates, Inc.

Project Name: Franklin Blvd Gap Project

Project #: R15200031

Fringe Benefit % *Overhead % Combined % 0.00% 164.13%

Profit %:

10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

			, , , , , , , , , , , , , , , , , , , ,			
Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Project Manager/Resident Engineer	Bob LoRusso, PE	\$104.00	\$302.16	\$302.16
X		Resident Engineer	Chris Fallbeck, PE	\$94.00	\$273.11	\$273.11
X	X	Office Engineer/Inspector - GR. 2	Aubrey Erskine, EIT	\$63.00	\$183.04	\$183.04
	X	Office Engineer/Inspector - GR. 2 - Overtime	Aubrey Erskine, EIT	\$94.50	\$274.56	\$274.56
	Х	Office Engineer/Inspector - GR. 2 - Second Shift	Aubrey Erskine, EIT -	\$70.00	\$203.38	\$203.38
	Х	Office Engineer/Inspector - GR. 2 - Second Shift OT	Aubrey Erskine, EIT	\$105.00	\$305.07	\$305.07
X	X	Inspector - GR. 2	Neil Matheison	\$70.00	\$203.38	\$203.38
	Х	Inspector - GR. 2 - Overtime	Neil Matheison	\$105.00	\$305.07	\$305.07
	Х	Inspector - GR. 2 - Second Shift	Neil Matheison	\$77.00	\$223.72	\$223.72
	X	Inspector - GR. 2 - Second Shift OT	Neil Matheison	\$115.50	\$335.58	\$335.58
	Х	Inspector - GR. 2	John Schwartzler	\$70.00	\$203.38	\$203.38
	X	Inspector - GR. 2 - Overtime	John Schwartzler	\$105.00	\$305.07	\$305.07
	Х	Inspector - GR. 2 - Second Shift	John Schwartzler	\$77.00	\$223.72	\$223.72
	Х	Inspector - GR. 2 - Second Shift OT	John Schwartzler	\$115.50	\$335.58	\$335.58
		Office Engineer/Inspector GR. 2	Staff	\$64.00	\$185.95	\$185.95
		Inspector GR. 2	Staff	\$70.00	\$203.38	\$203.38
	•				•	•
Costs s and	o te	Description	Rate	Total		
t Coons	hall Be n Cost sal.					

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.

- 2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- 3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- 4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- 5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination: CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- 6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- 8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
 9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients

By signing here.	you agree to the terms above	e, and attest that all info	ormation is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Bob LoRusso, PE - Project Manager

Robert LoRusso

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

Combined %

139.42%

CONTRACTOR Name: Contract Administrative Services, Inc. Date: 11/22/2024

*Overhead %

Project Name: City of Sacramento, Franklin Blvd Gap Closure

10.00%

Project #: R15200031

0.00% 139.42%

Fringe Benefit %

Profit %:

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
Х		Office Administration	Madeleine Crowley	\$64.00	\$168.55	\$168.55
		Office Administration	Tess Salaber	\$51.00	\$134.31	\$134.31
		Office Administration	Sophia Salaber	\$36.00	\$94.81	\$94.81
	0					

Costs and DDC III Be Cost	Description	Rate	Total	
	$\Box = \Box$		At Cost	500
irect Items ates	Pe Sh ni h	Phone hotline/website	At Cost	800
Dir Ra Ra nate dec				
ther (ODC	Estir 3udg Inclu P			
90	교 윤 교			\$1,300.00

- 1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- 2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- 3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- 4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- 5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
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By signing here, you agree to the terms above, and attest that all information is accurate and true

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Madeleine Crowley, President

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

10.00%

CONTRACTOR Name: Geocon Consultants, Inc.

Project Name: Franklin Blvd Gap Project

Project #: R15200031

Combined %

Date: 11/22/2024

175.07%

Profit %:

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not Include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal Engineer	Zorne	\$75.00	\$226.93	\$226.93
		Senior Engineer/Geologist/Scientist	Staff	\$65.00	\$196.68	\$196.68
		Senior Project Engineer/Geologist/Scientist	Staff	\$55.00	\$166.42	\$166.42
		Project Engineer/Geologist/Scientist	Staff	\$50.00	\$151.29	\$151.29
		Senior Staff Engineer/Geologist/Scientist	Staff	\$45.00	\$136.16	\$136.16
	Х	Field Technician (PW Group 4 - Reg)	Staff	\$45.59	\$137.94	\$137.94
	Х	Field Technician (PW Group 3 - Reg)	Staff	\$51.56	\$156.01	\$156.01
	Х	Field Technician (PW Group 3 - OT)	Staff	\$77.34	\$234.01	\$234.01
		Engineering Assistant - Project Coordinator	Staff	\$35.00	\$105.90	\$105.90

Direct (ODC) Id Rates ad ODC Shall Be I in Cost	ot e	Description	Rate	Total
	Laboratory Tests - Soils, AB, Microsurfacing Agg	At Cost	\$3,460	
	OD Sed Consultation	Laboratory Tests - HMA	At Cost	\$7,540
an and str	na ets de de rog	Laboratory Tests - Concrete	At Cost	\$1,170.00
Other Costs Items ar	Estir 3udg Inclu P			
퐈	교路드		TOTAL	\$12,170.00

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- 4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
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By signing here, you agree to the terms above, and attest that all information is accurate and true

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Jeremy Zorne



LABORATORY TESTING PROGRAM DETAIL

<u>Franklin Boulevard Gap Closure Project</u>

QA Materials Testing Services during Construction Project Name Scope:

Geocon Proposal No. SA-24-2133-P-MT Fed Aid Proj. No. n/a

Soil, AB, Micosurafce Agg Testing

Test	Material Tested	Test Name	Test Frequency	Number of Tests	Unit Cost	Total
CAL 216	Subgrade Soil	Cal Impact Curve	As needed, per Test Procedure	5	\$250	\$1,250
CAL 216	3/4" Class 2 AB	Cal Impact Curve	As needed, per Test Procedure	2	\$250	\$500
CAL 202	3/4" Class 2 AB	Gradation	1 each 2,000 CY	1	\$125	\$125
CAL 301	3/4" Class 2 AB	R-Value	1 each 2,000 CY	1	\$320	\$320
CAL 217	3/4" Class 2 AB	Sand Equivalent	1 each 2,000 CY	1	\$100	\$100
CAL 229	3/4" Class 2 AB	Durability Index	1 each 2,000 CY	1	\$165	\$165
VARIOUS	Micro Aggregate	Misc	As needed	1	\$1,000	\$1,000
			_		Subtotal	\$3,460

Concrete

Test	Material Tested	Test Name	Test Frequency	Number of Tests	Unit Cost	Total
CAL 217	Concrete Aggregate	Sand Equivalent	Per QAP	1	\$100	\$100
CAL 202	Concrete Aggregate	Gradation	Per QAP	1	\$125	\$125
CAL 216	Concrete Aggregate	Cleanness Value	Per QAP	1	\$265	\$265
CAL 202	Concrete Aggregate	LA Abrasion	Per QAP	1	\$260	\$260
CAL 213	Concrete Aggregate	Organic Impurities	Per QAP	1	\$100	\$100
CAL 521	Concrete Cylinders	Compressive Strength	1 set of 5 cyl per 150 CY	10	\$32	\$320
				3E	Subtotal	\$1,170

Hot Mix Asphalt (HMA) - 3,630 Tons

Test	Material Tested	Test Name	Test Frequency	Number of Tests	Unit Cost	Total
CT 202	HMA (Field Sample)	Extraction/Gradation	1 each 1,000 tons	4	\$220	\$880
CT 382	Aggregate + Oil	Ignition Oven Calibration	1 per Mix or Project	1	\$400	\$400
CT 382	HMA (Field Sample)	Oil Content	1 each 1,000 tons	4	\$140	\$560
T324	HMA (Field Sample)	Hamburg Wheel Track	1 per Mix or Project	1	\$1,000	\$1,000
T269	HMA (Field Sample)	Air Voids	1 per Mix or Project	1	\$525	\$525
T283	HMA (Field Sample)	Tensile Strength Ratio / Moist.	Su 1 per Mix or Project	1	\$1,000	\$1,000
CT 309	HMA (Field Sample)	Theo. Max. Density (Rice)	1 each day HMA paving	5	\$180	\$900
CT 202	HMA Aggregate	Gradation (Combined)	1 set of 4 per Mix or Project	4	\$125	\$500
CT 211	HMA Aggregate	Los Angeles Rattler (100, 500	rev 1 per Mix or Project	1	\$260	\$260
CT 205	HMA Aggregate	% Crushed Particles (Coarse)	1 per Mix or Project	1	\$190	\$190
CT 205	HMA Aggregate	% Crushed Particles (Fine)	1 per Mix or Project	1	\$190	\$190
CT 234	HMA Aggregate	Fine Aggregate Angularity	1 per Mix or Project	1	\$220	\$220
CT 235	HMA Aggregate	Flat/Elongated Particles	1 per Mix or Project	1	\$230	\$230
CT 217	HMA Aggregate	Sand Equivalent	1 per 1000 tons	4	\$100	\$400
LP-2	HMA (Field Sample)	VMA - Calculation	1 per Project	1	\$95	\$95
LP-3	HMA (Field Sample)	VFA - Calculation	1 per Project	1	\$95	\$95
LP-3	HMA (Field Sample)	Dust Proportion - Calculation	1 per Project	. 1	\$95	\$95
					Subtotal	\$7,540

EXHIBIT C

INSURANCE

1. Insurance Requirements. During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified 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.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Liability Insurance is required 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 the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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 subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- **3.** Automobile Liability Minimum Scope and Limits of Insurance Coverage. (*Check the applicable provision.*)
 - Automobile Liability Insurance is required 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

 The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

 No automobile liability	insurance is	required,	and b	y signing	this	Contract,	Contractor
certifies as follows:							

"Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of 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 occurrence. The policy shall provide coverage for owned, nonowned and/or hired autos as appropriate to the operations of the Contractor."

4. Excess Insurance. The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. Workers' Compensation Minimum Scope and Limits of Insurance Coverage. (Check the applicable provision.)

 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 work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.
 No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

- 6. Professional Liability Minimum Scope and Limits of Insurance Coverage. Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):
 - _X__ Is___ Is not [check one] required for this Agreement.
 - a. If Professional Liability insurance is provided on a claims made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.
- **7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
 - A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers.
 Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
- **8. Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
- 9. Acceptability of Insurance. Insurance must 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 Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

10. Verification of Coverage.

- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento c/o Exigis LLC PO Box 947 Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento c/o Exigis LLC PO Box 947 Murrieta, CA 92564

- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.
- **11. Subcontractor Insurance Coverage**. Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

							ificate holder in lieu of su				require an endorsemen	l. AS	tatement on
PROI	DUCER							CONTA NAME:		XX.			
Sta	teFarm	STAT	E FA	ARM				PHONE (A/C, No, Ext): 916-978-9110 FAX (A/C, No): 916-978-9122					
		GREG	3 LA	UCK				E-MAIL ADDRESS: diana@greglauck.net					
		950 F	ULT	ON AVE STE	175			ADDICES.				NAIC#	
		SACR	RAMI	ENTO CA 958	25			INSURE			omobile Insurance Compan	У	25178
NSU	NSURED							INSURE	RB:				
	SA	ALABER	ASS	OCIATES, IN	C			INSURE	RC:				
	10	969 TRA	ADE	CENTER DR	STE	108		INSURE	RD:				
	R	ANCHO (COR	DOVA CA 956	670			INSURE					
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CO	VERAGES			CER	TIFIC	CATE	E NUMBER:				REVISION NUMBER:		
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	COMMER	CIAL GENE	ERAL	LIABILITY							EACH OCCURRENCE	\$	
	CLA	MS-MADE		OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
											MED EXP (Any one person)	\$	
											PERSONAL & ADV INJURY	\$	
	GEN'L AGGRE			LIES PER:							GENERAL AGGREGATE	\$	
	POLICY	PRO- JECT	L	LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:											\$	
	AUTOMOBILE						622 5332-E05-55		05/05/2025	11/05/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUT		SCHEDULED		Y		622 5333-E05-55 622 5334-E05-55		05/05/2025	11/05/2025	BODILY INJURY (Per person)	\$ 1,00	00,000
Α	AUTOS C	NLY >	AUTOS NON-OWNED	05/05/2025					11/05/2025	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ 1,00		
	AUTOS C	NLY		UTOS ONLY			622 5335-E05-55		05/05/2025	11/05/2025	(Per accident)	\$ 1,00	00,000
_		van an Edward	_				622 5335-EU5-55		03/03/2023	11/05/2025		\$	
	UMBRELI			OCCUR							EACH OCCURRENCE	\$	
	EXCESS		1	CLAIMS-MADE							AGGREGATE	\$	
_	WORKERS CO	RETENT		\$							PER OTH-	\$	
	AND EMPLOY	RS' LIABIL	LITY	YEOUTIVE Y/N							STATUTE ER	\$	
	ANY PROPRIET OFFICER/MEM	BER EXCLU		VECOLIVE	N/A	/ A					E.L. EACH ACCIDENT	\$	
	(Mandatory in If yes, describe	under									E.L. DISEASE - EA EMPLOYEE		
	DÉSCRIPTION	OF OPERA	ATION	S below							E.L. DISEASE - POLICY LIMIT	\$	
							0 101, Additional Remarks Schedu	le, may b	e attached if mor	re space is requir	ed)		
The City Writ	City, its office of Sacrame of Sacrame	ials, emp nto. on of can	oloye ncella	ation shall be r	eers no les	shall ss tha	be covered by policy terms	s or end	orsement as	additional ins	ureds		
CEF	RTIFICATE	HOLDER	3					CANO	ELLATION				
CERTIFICATE HOLDER City of Sacramento						ACC	EXPIRATION ORDANCE WI	N DATE THI TH THE POLIC	DESCRIBED POLICIES BE C EREOF, NOTICE WILL EY PROVISIONS.				
	915 I Street							AUTHORIZED REPRESENTATIVE					

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Diana Burnett

Sacramento, CA 95814



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	DUCER				CONTACT Jennifer Davis					
	suredPartners Design Professionals	Inst	urand	ce Services, LLC	E L L					
	7 Mt. Diablo Blvd, Suite 230				PHONE (A/C, No, Ext): 360-299-8568 (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com					
Lai	ayette CA 94549									
										NAIC#
INCL	DED.	License#: 6003745 SALAASS-01		RA: Sentinel				11000		
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CE	ERTIFICATE MAY BE ISSUED OR MAY	PERT	AIN,	THE INSURANCE AFFORD	ED BY	THE POLICIES	S DESCRIBE			
	CLUSIONS AND CONDITIONS OF SUCH				BEEN F					
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY	Y	Y	57SBABG4589		4/13/2024	4/13/2025	EACH OCCURRENCE	\$ 2,000,	000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,	300
	X Contractual Liab							MED EXP (Any one person)	\$ 10,000	i -
	Included							PERSONAL & ADV INJURY	\$ 2,000,	000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$4,000,	000
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	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
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	HIRED NON-OWNED AUTOS ONLY						,	PROPERTY DAMAGE (Per accident)	\$	
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	WORKERS COMPENSATION							PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	2070000 3040						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A					1	E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below						,	E.L. DISEASE - POLICY LIMIT	\$	
В	Professional Liability			107616217		4/24/2024	4/24/2025	Per Claim	\$2,000	
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DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICI	ES (A	ACORD	101. Additional Remarks Schedu	le, may b	e attached if more	space is require	ed)		
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	c/o Exigis LLC PO Box 947				AUTUO	DIZED DEDDESC	ATATIVE			
PO Box 947 Murrieta CA 92564					AUTHORIZED REPRESENTATIVE					

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- **a.** "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section 575 BABGASSIONAL Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- **(b)** Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 - This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - **(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - **(b)** In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "productscompleted operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "productscompleted operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- **(b)** Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D**. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in 575BMB Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- **b.** Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- **b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes 57SBARGARGARIMINING The Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit":

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom 57SBABG4% claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b**. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an 57SBABG-#86itional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". 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.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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).

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	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - PC	LICY LIMIT	\$1,000,000						
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City of Sacramento c/o Exigis LLC PO Box 947 MURRIETA CA 92564-0947 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

Susan S. Castaneda

AGENCY CUSTOMER ID:	
LOC#:	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED					
CALVALLEY INS SERVICES INC/PHS		SALABER ASSOCIATES, INC.					
POLICY NUMBER		10969 TRADE CENTER DRIVE SUITE 108					
SEE ACORD 25		RANCHO CORDOVA CA 95670					
CARRIER	NAIC CODE						
SEE ACORD 25							
		EFFECTIVE DATE: SEE ACORD 25					
ADDITIONAL REMARKS	DDITIONAL REMARKS						
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE	TO ACORD FORM						
FORM NUMBER: ACORD 25 FORM TITLE:	CERTIFICAT	TE OF LIABILITY INSURANCE					
RE: If the standard ACORD form is to be used the project name 'Franklin Blvd Gap Closure' a	I to verify insura and project num s: strike "endeav	nce coverage, please direct your insurance carrier(s) to reference ber 'R1520031' in the "Description of Operations" block and or to strike "but failure to mail such notice shall impose no					



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 51 WEC AW4BYR Endorsement Number:

Effective Date: 03/01/25 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Salaber Associates Inc

10969 TRADE CENTER DR STE 108 RANCHO CORDOVA CA 95670

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by	
	Authorized Representative

Form WC 00 03 13 Printed in U.S.A. Process Date: 01/20/25

Policy Expiration Date: 03/01/26

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Contract, and CONTRACTOR will be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- В. It is further understood and agreed by the parties that CONTRACTOR, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing the results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that the use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR will issue W-2 or 1099 Forms for income and employment tax purposes for all CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by

any additional persons or companies so long as CONTRACTOR does not violate the provisions of Section 5, below.

- 2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for CONTRACTOR to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
- **Time.** Time is of the essence in the performance of this Contract. CONTRACTOR shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
- 4. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
- Conflicts of Interest. CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder CONTRACTOR's performance under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.
 - CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.
- 6. Hazardous Substances. "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
- 7. Confidentiality of CITY Information. During performance of this Contract, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, CONTRACTOR must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve CONTRACTOR of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and the

information will be disclosed by CITY in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business. Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- Standard of Performance. CONTRACTOR shall perform in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California and in compliance with all requirements of this Contract. All products that CONTRACTOR delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession.

CONTRACTOR shall assign only competent personnel to perform on its behalf under this Contract. CONTRACTOR must notify the CITY in writing of any changes in CONTRACTOR's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. CONTRACTOR shall immediately remove the assigned person upon receipt of the notice.

- 11. Performance or Different Terms and Conditions. The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements. If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption

13. Term; Suspension; Termination.

A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately suspend its activities under this Contract, as specified in the notice.
- C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:
 - (1) CONTRACTOR shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
 - (2) The CITY shall pay CONTRACTOR the reasonable value of Goods or Services provided by CONTRACTOR before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Contract not been terminated or had CONTRACTOR completed performance required by this Contract. CONTRACTOR shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
- 14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

Α. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, to the fullest extent permitted under law, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and 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 "Claims"), including Claims for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct related in any way to the performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Claims 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 the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor. While Contractor's defense costs ordinarily cannot exceed Contractor's proportionate percentage of fault, if one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution, the Contractor shall meet and confer with the City and other parties regarding the unpaid defense costs.

- B. <u>Insurance Policies; Intellectual Property Claims</u>: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.
- **17. Equal Employment Opportunity.** During the performance of this Contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. <u>Compliance With Regulations:</u> CONTRACTOR shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
 - B. <u>Nondiscrimination:</u> CONTRACTOR, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
 - C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In

all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. <u>Information and Reports:</u> CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions 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 CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. <u>Sanctions for Noncompliance:</u> In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
 - (1) Withholding of payments to CONTRACTOR under this Contract until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. <u>Incorporation of Provisions:</u> CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct CONTRACTOR to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request that the CITY join such litigation to protect the City's interests.
- 18. Entire Agreement. This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 19. Modification of Contract. The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
- **20. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

- **21. Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
- 22. Governing Law. This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 23. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- **24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

26. Debarment Certification

- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
 - (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or

- commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
- (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.
- C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

B. <u>DIR Registration</u>: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 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 California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #:

SALABER: 1000018979 GEOCON: 1000003454

- C. <u>Workers' Compensation Certification</u>. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. <u>Apprentices</u>. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. <u>Working Hours</u>. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. <u>Failure to Comply with Labor Compliance</u>. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. <u>Subcontractors</u>. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

SACRAMENTO Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name

SALABER ASSOCIATES, INC.

Business Address

10969 TRADE CENTER DR 108

Owner

ROBERT LORUSSO, CHRISTOPHER FALLBECK

Type of Business Consultant

Tax Classification Gross Receipts

Expires

03/31/2026

Mailing Address

ROBERT LORUSSO

SALABER ASSOCIATES, INC. 10969 TRADE CENTER DR 108

RANCHO CORDOVA, CA 95670-6140

115832

115832

TOTAL PAID:

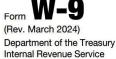
\$922.35

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, 2021, 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/



Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before you begin. For quidance related to the purpose of Form W-9, see Purpose of Form, below. Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Salaber Associates, Inc. 2 Business name/disregarded entity name, if different from above. 3 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check 4 Exemptions (codes apply only to Specific Instructions on page only one of the following seven boxes. certain entities, not individuals; see instructions on page 3): Individual/sole proprietor C corporation ✓ S corporation Partnership LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Exempt payee code (if any) Print or type. Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax **Exemption from Foreign Account Tax** classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. Compliance Act (FATCA) reporting code (if any) Other (see instructions) 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, (Applies to accounts maintained and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check outside the United States.) this box if you have any foreign partners, owners, or beneficiaries. See instructions Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional) 10969 Trade Center Drive, Suite 108 6 City, state, and ZIP code Rancho Cordova, CA 95670 7 List account number(s) here (optional) Taxpayer Identification Number (TIN) Part I Social security number 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. Employer identification number Note: If the account is in more than one name, see the instructions for line 1. See also What Name and 2 9 8 3 Number To Give the Requester for guidelines on whose number to enter. 9 4 8 1 Part II Certification Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Robert Lo Russo	Date 3/10/202
пеге	U.S. person	10000 Lorano	Date 0/10/202

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2025 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent	t keeps this fo	orm with their records.					
Withholding Agent Information							
Name Salaber Associates, Inc.							
Payee Information							
	CON as ITIN 7	FEIN CA Corp no. CA SOS file no.					
SPECIAL SECTION OF THE SECTION OF TH							
10969 Trade Center Drive, Suite 108 Address (apt./ste., room)	94-2489183						
Rancho Cordova City (If you have a foreign address, see instructions.)	Ctoto	ZIP code					
City (if you have a foreign address, see instructions.)	CA	- ALC: 1978 WAY					
Exemption Reason							
Check only one box.							
By checking the appropriate box below, the payee certifies the reason for the exemption from th requirements on payment(s) made to the entity or individual.	e California ii	ncome tax withholding					
Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a not notify the withholding agent. See instructions for General Information D, Definitions.	onresident at a	any time, I will promptly					
Corporations: The corporation has a permanent place of business in California at the address shown California Secretary of State (SOS) to do business in California. The corporation will fill corporation ceases to have a permanent place of business in California or ceases to d the withholding agent. See instructions for General Information D, Definitions.	e a California	tax return. If this					
Partnerships or Limited Liability Companies (LLCs): The partnership or LLC has a permanent place of business in California at the address California SOS, and is subject to the laws of California. The partnership or LLC will file	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						
Tax-Exempt Entities: The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Se Internal Revenue Code Section 501(c) (insert number). If this entity ceases to b the withholding agent. Individuals cannot be tax-exempt entities.							
Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pens The entity is an insurance company, IRA, or a federally qualified pension or profit-shari		naring Plans:					
California Trusts: At least one trustee and one noncontingent beneficiary of the above-named trust is a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a notify the withholding agent.							
Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.							
Nonmilitary Spouse of a Military Servicemember: I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.							
CERTIFICATE OF PAYEE: Payee must complete and sign below.	· · · · · · · · · · · · · · · · · · ·						
Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to leor go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board this notice by mail, call 800.338.0505 and enter form code 948 when instructed.							
Under penalties of perjury, I declare that I have examined the information on this form, including statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further if the facts upon which this form are based change, I will promptly notify the withholding agent.	er declare und	der penalties of perjury that					
Type or print payee's name and title Robert LoRusso	Telep	phone (916) 853-1317					
Payee's signature Robert LoRusso		03/10/2025					

CITY OF SACRAMENTO

A Municipal Corporation

CONTRACTOR

Ву:	SALABER ASSOCIATES, INC.
	NAME OF FIRM
Print Name:	94-2489183
	Federal I.D. No.
Title:	
	State I.D. No.
Date:	115832
For: City Manager	City Business Op. Tax Cert. No.
	TYPE OF BUSINESS ENTITY (check one):
APPROVED AS TO FORM:	Individual/Sole Proprietor _x Corp. (may require 2 signatures)
MN 4	Limited Liability Company
Michael Fry (Mar 13, 2025 12:12 PDT)	Partnership Other (<i>specify</i> :)
City Attorney	
	Robert Lo Russo Robert LoRusso (Mar 12, 2025 15:36 PDT)
ATTEST:	Signature of Authorized Person
	Robert LoRusso
	President
City Clerk	Print Name and Title
Exhibits	Additional Signature (if required)
Exhibit A: Scope of Work	
Exhibit B: Payment Exhibit C: Insurance	N/A
Exhibit D: General Conditions Exhibit E: Surveying, Material Testing, & Inspection SVS	Print Name and Title



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):	Supplement/Addendum #:
Assessor's Parcel Number(s):	
Contract Effective Date: 06/24/2025	Contract Expiration Date (if applicable):
\$ Amount (Not to Exceed): \$\frac{\$ 3,540,119.00}{}	Adjusted \$ Amount (+/-):
Other Party: O. C. JONES & SONS, INC	
Project Title: FRANKLIN BLVD GAP CLOSURE PROJECT	
Project #: R15200031	Bid/RFQ/RFP #: B25151111016
City Council Approval: YES if YES, Council File	ID#:
Contract Processing Contacts	
Department: Public Works	Project Manager: KELLI LACY
Contract Coordinator: RAQUEL GONZALEZ	Email: RAGonzalez@cityofsacramento.org
Department Review and Routing	
Contracts: Kagul	Jongaly 05/14/2025
	0 0 0
Project Manager:	
Supervisor:	
Division Manager:	
	d, other agency signatures required, etc.) Other Party Signature Required
AWARD/COUNCIL DATE: JUNE 24, 2025	

------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE--



SPECIAL PROVISIONS NOTICE TO BIDDERS PROPOSAL AND CONTRACT FOR

FRANKLIN BLVD GAP CLOSURE PROJECT

CITY OF SACRAMENTO CITY PROJECT NO: R15200031

Bid # B25151111016

For use with City of Sacramento Standard Specifications for Public Construction Dated November 2020, State of California Standard Specifications 2022, State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.

Project Manager:

Kelli Lacy, Assistant Engineer kelacy@cityofsacramento.org

For Pre-Bid Meeting: Microsoft Teams

Bids to be received before:

2:00 P.M., Wednesday, April 16, 2025 1st Floor, New City Hall 915 I Street, Sacramento, CA 95814

Engineer's Construction Estimate: \$3,983,995 Construction Time: 140 Working Days



Contractor's License Detail for License # 759729

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

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more
 information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- 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 4/22/2025 9:30:46 AM

Business Information

O C JONES & SONS INC 1520 FOURTH STREET BERKELEY, CA 94710 Business Phone Number: (510) 526-3424

 Entity
 Corporation

 Issue Date
 03/01/1999

 Expire Date
 03/31/2027

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 filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.

Bond Number: 070000583 Bond Amount: \$25,000 Effective Date: 01/01/2023 Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ROBERT ALLEN LAYNE 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: 04/06/2022

Workers' Compensation

This license has workers compensation insurance with the HISCOX INSURANCE COMPANY INC

Policy Number:WC072113265 Effective Date: 04/01/2025 Expire Date: 04/01/2026 Workers' Compensation History

Workers' compensation classification code(s):

5507 - Street/Road Construction-grading

8810 - Clerical Office Employees

5606 - Contractors-executive level supervisors

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

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

Back to Top Conditions of Use Privacy Policy Accessibility Accessibility Certification

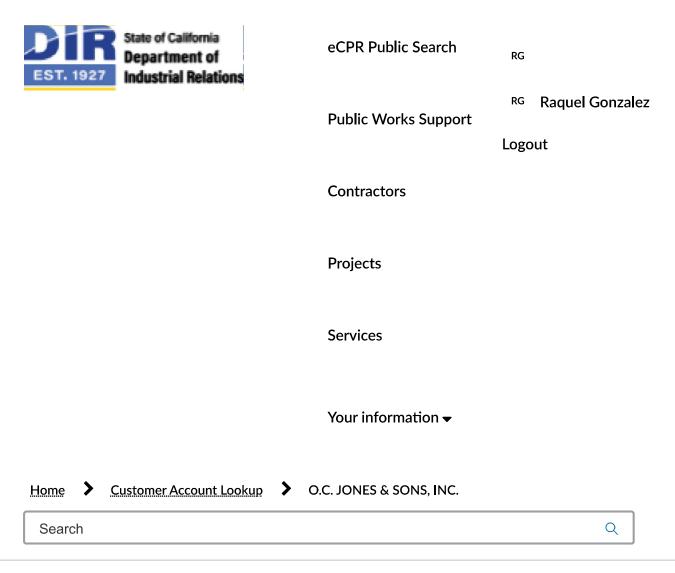
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Due to scheduled maintenance on Tuesday, April 22nd 2025 from 7:00 pm to 10:00 pm, the performance on this site may be impacted during this time. We apologize for any inconvenience.



EXPAND ALL 1 >





O.C. JONES & SONS, INC.

Customer Account Lookup

Name

O.C. JONES & SONS, INC.

Customer Account	
① O.C. JONES & SONS, INC.	
Туре	
Contractor	
Website	
(empty)	
Email	
hfaria@ocjones.com	
Address 1	
1520 FOURTH STREET	
Address_2	
City	
BERKELEY	
State	
CA	
Zip	
94710	
Contractor Status	
DIR Approved	
CSLB	
759729	
Legal Name	

O.C. JONES & SONS, INC.
Business Structure
None
Business Phone
5105263424
Registration Number
President
Rob Layne
PWCR
1000002320
Registration Start Date
2022-07-01
Registration End Date
2025-06-30
Doing Business As (DBA)
O.C. JONES & SONS, INC.
Crafts
General Engineering
Legacy Registration Date
2022-07-01
Legacy Registration Expiration
2025-06-30
Related Lists

Historical Registration Dates 1

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

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Accessibility

dir.ca.gov



O. C. JONES & SONS, INC.

Unique Entity ID CAGE / NCAGE Purpose of Registration

MS4TJ1BNLJK5 1EQL6 All Awards

Registration Status Expiration Date
Active Registration Jun 11, 2025

Physical Address Mailing Address
1520 4TH ST 1520 4TH Street

Berkeley, California 94710-1748 Berkeley, California 94710-1748

United States United States

Business Information

Doing Business as Division Name Division Number OC JONES & SONS INC (blank) (blank)

Congressional District State / Country of Incorporation URL

California 12 California / United States (blank)

Registration Dates

Activation Date Submission Date Initial Registration Date

Jun 13, 2024 Jun 23, 2009

Entity Dates

Entity Start Date Fiscal Year End Close Date

Jan 1, 1924 Feb 28

Immediate Owner

CAGE Legal Business Name

(blank) (blank)

Highest Level Owner

CAGE Legal Business Name

(blank) (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 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

Business Types

 Entity Structure
 Entity Type
 Organization Factors

 Other
 Business or Organization
 Subchapter S Corporation

Profit Structure

For Profit Organization

Socio-Economic Types

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			
Accepts Credit Card Payments No	Debt Subject To Offset No		
EFT Indicator 0000	CAGE Code 1EQL6		

Points of Contact

Electronic Business

A 1520 4TH Street

GREG Souder, Secretary/Estimating Manager Berkeley, California 94710

United States

ROB Layne 1520 4TH Street

Berkeley, California 94710

United States

Government Business

∴ 1520 4TH Street

GREG Souder, Secretary/Estimating Manager Berkeley, California 94710

United States

ROB Layne 1520 4TH Street

Berkeley, California 94710

United States

Past Performance

2 1520 4TH Street

GREG Souder Berkeley, California 94710

United States

ROB Layne 1520 4TH Street

Berkeley, California 94710

United States

Service Classifications

NAICS Codes

Primary NAICS Codes NAICS Title

Yes 237310 Highway, Street, And Bridge Construction

237990 Other Heavy And Civil Engineering Construction

238910 Site Preparation Contractors

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Counties Metropolitan Statistical Areas

California CA: San Francisco, Contra Costa, Alameda CA: Stockton-Lodi

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS

CITY CONTRACT NO.: R15200031

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

Franklin Blvd Gap Closure Project (PN: R15200031)

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 16**, **2025**, and will be publicly opened and read at 2:30 P.M., Via ZOOM.

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.

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

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 micrphones/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.

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/acfxKNwPM

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 Franklin Blvd Gap Closure Project

(PN: R15200031)

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) Requirement Program

Applicable Local Status Area's

Bid Proposal Form

Bid Proposal Guarantee

Local Business Enterprise (LBE) Participation Program Form

Subcontractor and Local Business Enterprise Participation Form

Drug Free Work Place

Minimum Qualifications Questionnaire

Non-Discrimination in Employee Benefits Ordinance Certification

Title VI Language

Agreement

Performance Bond

Payment Bond

Worker's Compensation Certification

Construction & Demolition Debris Recycling Requirements

Guarantee

Special Provisions

Appendix A - Labor Compliance

Appendix B – CWTA Requirements

Appendix C- COVID Notice

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.

	Contracts Under \$250,000			Contracts \$250,000 or more				
	Goods	Non- Professional Services	Professional Services	Public Projects	Goods	Non- Professional Services	Professional Services	Public Projects
Apply 5% LBE Preference	YES	YES	YES	YES	NO	NO	YES	NO
Apply 5% Minimum LBE Participation Requirement	NO	NO	NO	NO	NO	YES	YES	YES

<u>Local Business Enterprise</u>: 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; <u>and</u>

- 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

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

<u>LBE Participation</u>: 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.

<u>Suppliers</u>: 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.

<u>Subcontractors (including Truckers)</u>: 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.

<u>Truckers:</u> 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

<u>LBE Records</u>: 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.

<u>Performance of LBE Subcontractors and Suppliers</u>: 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.

<u>Subcontractor Substitution</u>: 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.

<u>Written Notices</u>: 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.

Ban-the-Box Requirements BAN-THE-BOX REQUIREMENTS

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 <u>not</u> 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 <u>not</u> 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.cityofsacramento.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

BID PROPOSAL FORMS

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

BID PROPOSAL CHECKLIST

Included: Please $(\sqrt{)}$	<u>Pages</u>
X Bid Proposal Form	1 –3
X LBE Participation Program Prime Contractor Form	1 only
X Subcontractor and LBE Participation Form	1 only
X Bid Proposal Guarantee	1 only
X Drug Free Work Place Certification	1 only
X Minimum Qualifications Questionnaire	1 - 6
X Non-Discrimination in Employee Benefits Ordinance Certification	1-9
☐ Schedule of Values for Lump Sum Items*	1 only

*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 $4^{\rm th}$ (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 iledesma@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:

FRANKLIN BOULEVARD GAP CLOSURE PROJECT (R15200031)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$ 350,000	\$ 350,000-
2.	Preconstruction Photographs	1	LS	\$2,300-	\$2,300-
3.	Water Pollution Control Plan	1	LS	\$85,000	\$ 85,000
4.	Traffic Control System	1	LS	\$227,000	\$227,000
5.	Tree to Remove	1	LS	\$20,000-	\$20,000
6.	Survey Monument to Adjust to Grade	7	EA	\$2,000	\$14,000
7.	Roadway Excavation and Grading (F)	2500	CY	\$60-	\$150,000
8.	Aggregate Base Class 2 to Place	180	TON	\$305-	\$ 54,900-
9.	Base Repair (8")	350	TON	\$205-	557170 71,750
10). Microsurfacing	33000	SY	\$ 3 70	\$ 122,100
11	Pavement Planing (2.5")	10500	SY	\$230	\$24,150-
12	2. Pavement Planing (4")	8765	SY	\$360	\$31,554
13	Asphalt Concrete (3/4") Pavement to Place	3630	TON	\$137-	\$ 497,310
14	1. Gas Valve to Adjust to Grade	1	EA	\$2,000	\$2000-
14	1. Gas Valve to Adjust to Grade	1	EA	\$2,000	\$2000

15.	Adjust Manhole Frame and Cover to Grade	27	EA	65 \$ 2,500 2,500	\$67,500
16.	Adjust Water Valve Box to Grade	5	EA	\$2,000	\$ 10,000
17.	Curb and Gutter Type 1 to Construct	23	LF	\$80-	\$ 1,840-
18.	Curb and Gutter Type 1A to Construct	33	LF ,	61\$16040-	G\$ 5280-1,320-
19.	Curb and Gutter Type 2 to Construct	670	LF	\$42-	\$ 28,140-
20.	Curb Type 3 to Construct	541	LF	65542-30-	65 22 TER 16,230
21.	Curb Type 5 to Construct	9	LF	\$100	\$ 900-
22.	4" PCC Sidewalk to Construct	3300	SF	\$24-	\$ 79,200
23.	Truncated Domes to Place	30	EA	G8\$600 325-	\$4800 - 9,750 -
24.	Measure A Sign to Place	2	EA	65\$ 1,500	\$3,000
25.	Traffic Sign to Place	25	EA	\$350	\$ 8.750
26.	New Post to Install	24	EA	615\$ 250 - 250 -	\$ 6,000 -
27.	Sign to Remove	1	EA	\$ 150	\$ 150
28.	Sign to Relocate	3	EA	\$375	\$ 1125
29.	Median Nose Detail to Install	1	LS	\$24,000	\$ 24,000
30.	Thermoplastic Traffic Striping Detail and Pavement Markings to Remove	1	LS	\$ 20,000-	\$ 20,000-
31.	Thermoplastic Traffic Striping Detail and Pavement Markings to Place	1	LS	\$ 182,000	\$ 182,000 -
32.	Flexible Delineator to Place	66	EA	\$425-	\$ 28,050-
33.	Colored Pavement for Bike Lanes (Green)	4900	SF	\$12-	\$58,800
34.	Install 3M Tape Striping	1	LS	6,000-	6,000
35.	Traffic Signal Modification at Franklin Boulevard and Mack Road	1	LS	\$ 185,000	185,000-
36.	Traffic Signal Modification at Franklin Boulevard and Boyce Drive	1	LS	\$ 215,000	\$ 215,000

	37.	Traffic Signal Modification at Franklin Boulevard and Brookfield Drive	1	LS	\$ 180,000	\$ (80,000-
	38.	Traffic Signal Modification at Franklin Boulevard and Creeks Edge Way (Caselli	1	LS	\$	\$
		Circle)			240,000	240,000-
	39.	Traffic Signal Modification at Franklin Boulevard and Shining Star Drive (County	1	LS	\$	\$
		of Sacramento Standards)			165,000	165,000
	40.	Fiber Optic Installation and Modification on Franklin Boulevard from Mack Road to A Parkway	1	EA G	\$ 6,000	\$ 180,000 - 6550000
	41.	Fiber Optic Installation and Modification on Franklin Boulevard from East Parkway	1	EA	\$	\$
	12.	to Florin Road and Munson Way			170,000-	170,000
o	42.	Raised Reflective Blue Markers to Place	15	EA	\$20-	\$300-
СО	NTRAG	CTOR NAME: O.C. Jones & Sons, Inc.		***************************************	TOTAL	\$3,540,119-

It is understood that this Bid Proposal is based upon completion of the Work within a period of **ONE HUNDRED AND FORTY (140) 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. Contract 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: 759729

Name and Address of Licensee: O.C. Jones & Sons, Inc., 1520 Fourth St., Berkeley, CA 94710

Issue Date: 1/1/1999

Expiration Date: 3/31/2027

License Status: Active

694400

Tim Paxon Pacfic excitation

Class C10 License Number: 694400

Rear electrical solutions

Name and Address of Licensee: Pacfis Tim Paxin's pacific excitation GS

Issue Date: 615/44 GS 3/8/13

Expiration Date:

68/31/26

8/31/26

8/31/26

8/31/26

8/31/26

License Status: active

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

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

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

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

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

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

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

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

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

Add.#	1	DATE	4/7/2025	
Add.#	2	DATE	4/11/2025	
Add.#		DATE		

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

O.C. Jones & Sons, Inc. is 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.

CERTIFIED CHECK CASHIER'S CHECK		CONTRACTOR:
X BID BOND		By Grigo
MONEY ORDER OTHER SECURITY		(Signature)
OTHER SEGOMIT		Greg Souder
		(Print or Type)
		Title Secretary
OR CITY USE ONLY		Address 1520 Fourth Street
J.Dan d.Samultr		Berkeley, CA 94710
d Bond Security Properly Signed Improperly Signed		Telephone No. <u>510-526-3424</u>
Not Included Not Required		Fax No. 510-526-0990
pe of Deposit		
Bid Bond Cashier/Certified Check Other Initial:	1	email addressgsouder@ocjones.com
Office minual.		
		Date 4/16/2025
Contractor's License No. 759729		Type A HAZ
Expiration Date 3/31/2027		
Tax I.D. Nos Fed. 94-3320164		State CA



BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address) O.C. Jones & Sons, Inc. 1520 Fourth Street Berkeley,CA 94710 SURETY (Name and business address,) Liberty Mutual Incurance Company	Type of Organization ("X" one) ☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Co. ☐ Other: State of Organization formation: California
Berkeley,CA 94710 SURETY (Name and business address,)	☐ Other: State of Organization formation:
SURETY (Name and business address,)	State of Organization formation:
	Camorna
Liberty Mutual Insurance Company	(agent name and phone number) ArthurJ. Gallagher Risk Mangement Services, LLC
1340 Treat Blvd., Suite 400	800-500-7202
Walnut Creek,CA 94597	
	Massachusettsand duly licensed to issueicense No1022-3
THE CONDITION OF THIS OBLIGATION IS - That if the Principal has submitted a bid proposal to the Chat invitation to bid, which date may be extended by City, for the characteristics of	City by the bid proposal due date as set forth in for the project described as follows:
Project Name: PN: R15200031	7110ject
Bid Transaction Number: B25151111016	3
AND if the City awards the contract for the project to the under the invitation to bid, and the Principal (i) enters in accordance with the bid proposal, (ii) files two bonds with payment for labor and materials, and (iii) files the recequired by the invitation to bid or by law, then the obligation of the invitation to bid or by law, then the obligation of the time for the award of the contract Principal such time extension is waived. In the event suit is brought recovered, the Surety shall pay all costs incurred by the attorney's fee to be fixed by the court, which sums shall be attorney's fee to be fixed by the court, which sums shall be	to a written contract, in the prescribed form, in the City to guarantee faithful performance and quired insurance policies with the City, all a ation shall be null and void; otherwise it shall be so that this obligation is not impaired by an cipal may grant to City, and any notice to Suret ght upon this bond by the Obligee and judgment the Obligee in such suit, including a reasonable
N WITNESS WHEREOF, Surety has executed this Bid Pattached notary acknowledgment. Attach Surety power of	Proposal Guarantee on the day set forth in the fattorney form to verify signator's authority.
	ety: Liberty Mutual Insurance Company
By: Greg Souder By:	Name: Betty Tolentino,
Dame Grey Adduce	
Title: Secretary Title	Attorney-in-Fact

	######################################
A notary public or other officer completing this certificate verifies to which this certificate is attached, and not the truthfulness, ac	
State of California	
County of alameda }	
11/4/2	id: Lavis Motory Public
On	eu suuc, 110 la gravere
Date . MADR	Here Insert Name and Title of the Officer
personally appeared	16 Miles
Na	me(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that hat authorized capacity(i**), and that by his/he/ther signatupon behalf of which the person(**) acted, executed the	ne/she/they executed the same in his/her/their ure(s) on the instrument the person(s), or the entity
1	certify under PENALTY OF PERJURY under the
	aws of the State of California that the foregoing
Notary Public - California	paragraph is true and correct.
Alameda County Commission # 2412664 My Comm. Expires Aug 11, 2026	WITNESS my hand and official seal.
	Haid Annia
	Signature Old Signature of Notary Public
Place Notary Seal and/or Stamp Above	Signature of Notary Public
OPTIC	
Completing this information can d fraudulent reattachment of this fo	orm to an unintended document.
Description of Attached Document	<u> </u>
Title or Type of Document: Bid Proposal	! Guavantee
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	Signer's Name:
Signer's Name: ☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
□ Partner - □ Limited □ General	□ Partner - □ Limited □ General
	☐ Individual ☐ Attorney in Fact
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
□ Other:	□ Other:
Signer is Representing:	Signer is Representing:

ACKNOWLEDGMENT

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

State of California County of San Francisco)	
On April 8, 2025	before me.	M. Moody, Notary Public
	_	(insert name and title of the officer)
personally appeared		Betty L. Tolentino
his/her/their authorized capacity(ies)), and that by	his/her/their signature(s) on the instrument the
his/her/their authorized capacity(ies) person(s), or the entity upon behalf or I certify under PENALTY OF PERJU), and that by of which the	edged to me that he/she/they executed the same in
his/her/their authorized capacity(ies) person(s), or the entity upon behalf or certify under PENALTY OF PERJU paragraph is true and correct.), and that by of which the JRY under th	edged to me that he/she/they executed the same in this/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
his/her/their authorized capacity(ies) person(s), or the entity upon behalf or I certify under PENALTY OF PERJU), and that by of which the JRY under th	edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument. The laws of the State of California that the foregoing M. MOODY COMM. #2386403



POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8213019 - 024125

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Courtney Chew, Forrest Chamberlain, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re. M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, CA execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January 2025 .

INSUR





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

(POA) verification inquiries, HOSUR@libertymutual.com _, 2025_ before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



ommonwealth of Pennsylvania - Notary Sea

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

| ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I. Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of 8th







Renee C. Llewellyn, Assistant Secretary



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

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Prime Contractor Address	Berkeley CA 94710				•	7 270,040,
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Contact Person	Ruby trokson		o _N		
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COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Thereby scrifty that each subcontractor is the formula of the participation form has been notfied that it has been listed and has consented in writing to its name being submitted for this contractor. The Prime Contractor is that it will notify each subcontractor listed on this form in writing if the contractor ward is made to the Prime Contractor, and will make all documentation request. The Prime Contractor further certifies that all of the information contained in this Form is true and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

4/16/2025 Date Secretary Title 8 one PRINCIPAL OF FIRM: Signature

Form Revised 3/9/15

SACRAMENTO

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

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4/16/2025

Drimo Contractor Name	Name of Street	O.C. Jones & Sons, Inc.	. Inc.		Date	4/10/2023
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4/16/2025 Date Secretary Title 8 gree PRINCIPAL OF FIRM: Signature

Form Revised 3/9/15

SACRAMENTO

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

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Phone 416 286 29	65 65 F	3	50	7	111111111111111111111111111111111111111
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Thereby carlify that each subcontractor is the contractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract and Prime Contractor, and will make all documentation relevant to the subcontractor and Prime Contractor, and will make all documentation relevant to the subcontractor and participation available to City of Sanamanto upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

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hernsph

Contact Person

4/16/2025 Date Secretary ques PRINCIPAL OF FIRM:

Form Revised 3/9/15



Subcontractor and Local Business Enterprise Participation Form For Public Projects over \$1.00,000 (use only base bid amount to estimate dollar value) THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

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Omero Contra Office Name	On Sons Inc.		Date	4/16/2025
Prime Contractor Address	1520 Fourth Street Berkeley CA 94710		Bid Amount	€9.
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4/16/2025	Date
Secretary	Title
PRINCIPAL OF FIRMS	Signature

Form Revised 3/9/15



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

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Grass	Secretary	4/16/2025
Signature	Title programme for the programme of the	Date

Form Revised

3/9/15



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

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Grass	Secretary	4/16/2025
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Form Revised 3/9/15



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

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Form Revised 3/9/15

> 4/16/2025 Date

Secretary

Se

PRINCIPAL OF FIRM:

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:

- Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License;
- 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 be	low:
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 Certi and/or County of Sacramento Business License Number:	ficate Number
If the response to the above is YES, provide a current copy of the City of Sacramento Business Ope Certificate and/or County of Sacramento Business License.	erations Tax
If the response to the above is YES, provide business office or workspace address*:	

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

DECLARATION OF COMPLIANCE Equal Benefits Ordinance

O.C. Jones & Sons, Inc.	
Name of Contractor	
1520 Fourth St., Berkeley, CA 94710	

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
 - i. 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.

Green	4/16/25	
Signature of Authorized Representative	Date	
Greg Souder		
Print Name		
Secretary		
Title		

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

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 ...

0

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

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

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

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

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

The included employee benefits are:

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

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

You May ...

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also ...

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

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

QUESTIONNAIRE

NOTI	CE: 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: A HAZ Exp. 3/31/2027
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

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

5.	Answer	Answer <u>either</u> 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:	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						
	Coulique	nty within the last fiv	ve years: Within the	ernment construction contracts in Sacramento ast three years, has your firm been assessed at construction contracts for failure to complete				
	NOTE:	liquidated damage		court action challenging an assessment of ontract within the last three years, you need to this question.				
		□ Yes	□No	☐ Not applicable				
7.		In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?						
	NOTE:		gadministrative or co barment in respond	ourt action challenging a debarment, you needing to this question.				
		□Yes	ĭ 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:	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 U	SE ONLY				
				RESOLUTION NO.: 2007-574				

9.	Answer <u>either</u> subsection A or B, as	Answer <u>either</u> 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	ĭ No							
	OR								
	B. In the last three years has your cases exceeding 10?								
		NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: (N/EH) x 200,000, where							
	 number of lost workday cases (as defined by the U.S. Dept. of Labor Bureau of Labor Statistics) total hours worked by all employees during the calendar year 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	ĭ No							
Mile	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: I			e or court action appealing a penalty assessment, ty assessment in responding to this question.		
		□ Yes	⊠ No			
12.				en assessed against your firm pursuant to California blic works apprenticeship requirements, three or more		
	NOTE: I			e or court action appealing a penalty assessment, ty 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:	penalty assessi		ative or court action appealing a withholding or ot include that withholding or penalty assessment		
		□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 CLE	RK USE ONLY		
				DECOLUEION NO. 2007 F74		

RESOLUTION NO.: 2007-574

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 _	Berkeley, CA	, on4/16/25	
	(Location)	2	(Date)
		Signature: Gright	
		Print name: Greg Souder	
		Title: Secretary	

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



O.C. JONES & SONS, INC. GENERAL ENGINEERING CONTRACTOR 1520 FOURTH STREET BERKELEY, CA 94710

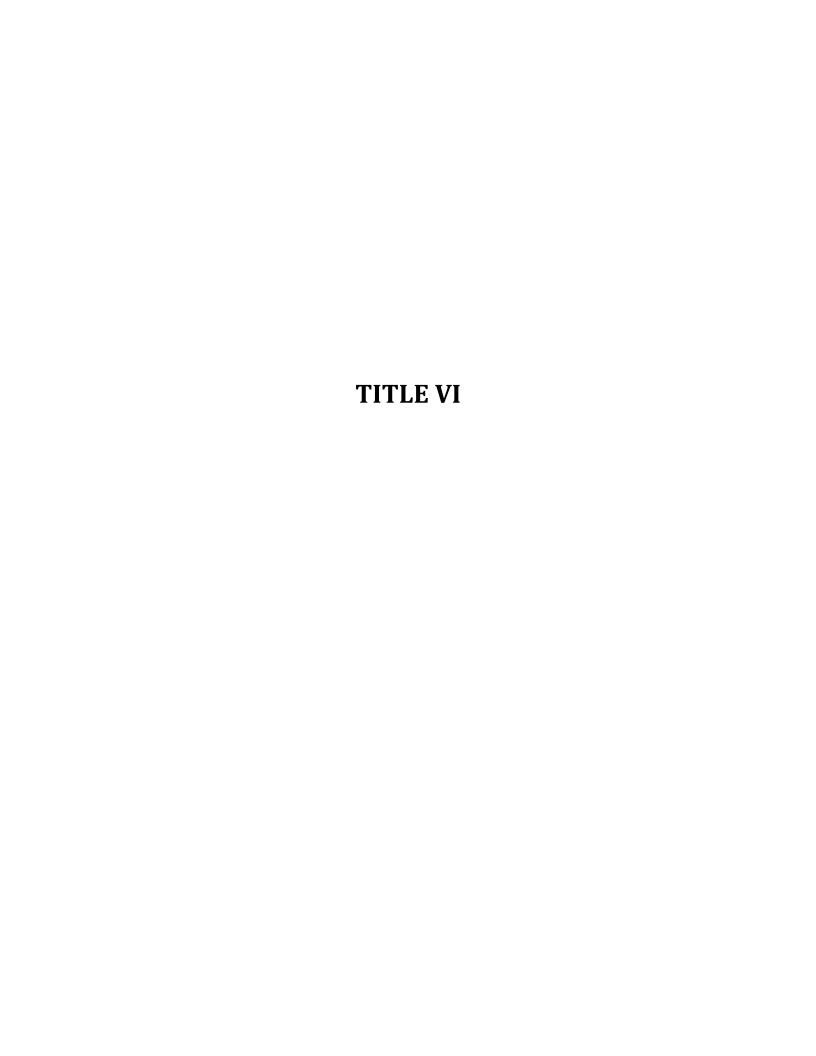
10

City of Sacramento New City Hall 915 I Street Sacramento, CA BID RECEIVED PRIOR TO CLOSE

APR 16 2025

TIME: 1:58pm BY: 8C

SEALED BID FOR Franklin Blvd. Gap Closure Project (PN: R1520031)



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: \$3,540,119.00

THIS AGREEMENT, dated for identification June 24, 2025, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and O. C. Jones & Sons, Inc., 1520 Fourth St, Berkeley, CA 94710 ("Contractor").

The City and Contractor hereby mutually agree as follows:

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.

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:

FRANKLIN BLVD GAP CLOSURE PROJECT (PN: R15200031)

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.

CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

- A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and
- B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **140 working days** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the

unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

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

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

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

The actual fact of the occurrence of damages and the actual amount of the damages A. 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 \$5,200 for each working day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

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

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than 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.
- 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:

"l d	certify	that a	mo	tor vehicl	e will no	ot be	used in the pe	rformance
of	any	work	or	services	under	this	agreement."	
(Contractor initials)								

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

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

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

(Contractor initials)

B. Additional Insured Coverage

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be

considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way

release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

- A. <u>Use Tax Direct Payment Permit</u>: 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. <u>Sellers Permit</u>: 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

DATE	Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct. BY
	CITY OF SACRAMENTO a municipal corporation
DATE	BY For: Leyne Milstein, Interim City Manager
Original Approved As To Form: Michael Fry (May 20, 2025 10:51 PDT)	Attest:
City Attorney	City Clerk

CITY OF SACRAMENTO PERFORMANCE BOND

Department of Public Works Page 1 of 1 Bond No.: \$15,940.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to O. C. Jones & Sons, Inc., 1520 Fourth St. Berkeley, CA 94710 as principal, hereinafter called Contractor, a contract for construction of:

FRANKLIN BLVD GAP CLOSURE PROJECT (PN: R15200031)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

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

NOW, THEREFORE, we the Contractor and there insert full name and address of Surery):
Liberty Mutual Insurance Company 1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: THREE MILLION FIVE HUNDRED FORTY THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$3,540,119.00), 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 therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on May 12 , 20 25.

O.C. Jones & Sons, Inc.

Liberty Mutual Insurance Company

(Surety) (Seal)

By

Title Greg Souder, Secretary

ORIGINAL APPROVED AS TO FORM:

ORIGINAL APPROVED AS TO FORM:

Mochael Fry May 80, 2003 1031 PDI)

City Attorney

City Attorney

Agent Phone # 800-500-7202

Streety Phone # 925-979-6705

California License # 0D6923

es only the identity of the individual who signed the document accuracy, or validity of that document.
Here Insert Name and Title of the Officer Howder Hame(s) of Signer(s)
te to be the person(s) whose name(s) is/a(e) subscribed the he/she/they executed the same in his/he/r/their ature(s) on the instrument the person(s); or the entity e 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 Deldi Jaria
Signature of Notary Public
deter alteration of the document or form to an unintended document.
re bond
Number of Pages:
Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Signer is Representing:

ACKNOWLEDGMENT

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

validity of that document.	
State of California County of San Francisco)	
On <u>MAY 12, 2025</u> before me, _	M. Moody, Notary Public (insert name and title of the officer)
	(insert name and title of the officer)
personally appeared	Betty L. Tolentino
who proved to me on the basis of satisfactory ev	
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	ne laws of the State of California that the foregoing M. MOODY COMM #2386403 NOTARY PUBLIC OCALIFORNIA
WITNESS my hand and official seal.	San Francisco County Commission Expires January 8, 2028
Signature	(Seal)



POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8213019 - 024125

(POA) verification inquiries, HOSUR@libertymutual.com

f Attorney or email I

nd/or Power of 610-832-8240

bond ar

For bon please o

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Courtney Chew, Forrest Chamberlain, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of	Walnut Creek	state of	CA	each individually if there be more than one named, its true and lawful attorney-in-fact to make
execute, seal, acknow	vledge and deliver, for and	on its behalf as sur	ety and as its act	t and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance
of these presents and	d shall be as binding upor	the Companies as	if they have be	en duly signed by the president and attested by the secretary of the Companies in their own proper
persons.				

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January 2025





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Ву:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

On this 24th day of January , 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Monigomery County mission expires March 28, 2029 Commission number 1126044 ember, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe. shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company, When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this







Renee C. Llewellyn, Assistant Secretary

CITYOF SACRAMENTO PAYMENT BOND

Department of Public Works Page 1 of 1 Bond No.: 070225743

Premium:included in Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: O. C. Jones & Sons, Inc., 1520 Fourth St, Berkeley, CA 94710 hereinafter called Contractor, a contract for construction of:

FRANKLIN BLVD GAP CLOSURE PROJECT (PN: R15200031)

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): Liberty Mutual.Insurance Company, 1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of THREE MILLION FIVE HUNDRED FORTY THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$3,540,119.00), 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

530 65

California License # 0D6923

Effective 7-1-12

City Attorney

CALIFORNIA ACKNOWLEDGMENT

***************************************	161676191818181818181818181818181818181818181
A notary public or other officer completing this certificate verifies to which this certificate is attached, and not the truthfulness, ac	· ·
State of California County of Alameda On 5/13/25 before me, Alameda Date personally appeared Na	Lecti Lava, Notary Beubli Here, Insert Name and Title of the Officer Malu Ime(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that hauthorized capacity(ies), and that by his/heir signatupon behalf of which the person(s) acted, executed the	ne/she/they executed the same in his/her/their ure(s) on the instrument the person(s); or the entity
HEIDI FARIA Notary Public - California Alameda County	certify under PENALTY OF PERJURY under the aws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Place Notary Seal and/or Stamp Above	Signature Signature of Notary Public
Completing this information can define the fraudulent reattachment of this fo	leter alteration of the document or
Description of Attached Document Title or Type of Document:	bond
Document Date: Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator	Signer's Name: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Trustee Guardian or Conservator

Signer is Representing: _____

Signer is Representing:

ACKNOWLEDGMENT

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

attached, and not the truthfulness, accuracy, of validity of that document.	!
State of California County of San Francisco	
On MAY 12, 2025 before me,	M. Moody, Notary Public
	(insert name and title of the officer)
subscribed to the within instrument and acknowledge	Betty L. Tolentino vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
	he laws of the State of California that the foregoing
WITNESS my hand and official seal.	M. MOODY COMM. #2386403 NOTARY PUBLIC ©CALIFORNIA San Francisco County Commission Expires January 8, 2026
Signature	_ (Seal)



POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8213019 - 024125

(POA) verification inquiries, HOSUR@libertymutual.com

email

and/or Power of Attorney III 610-832-8240 or email

bond ar see call

For bon please

Power

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Courtney Chew, Forrest Chamberlain, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of	Walnut Creek	state of	CA	each individually if there be more than one named, its true and lawful attorney-in-fact to make
execute, seal, acknowledge	wledge and deliver, for and	on its behalf as su	ety and as its act	and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance
of these presents a	nd shall be as binding upon	the Companies as	if they have bee	en duly signed by the president and attested by the secretary of the Companies in their own proper
persons.				

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January 2025





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Ву:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY ss

January , 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



ommonwealth of Pennsylvania - Notary Sea Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2029 Commission number 1126044

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this







Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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		CONTACT S	Sara Dorrisey		
Edgewood Partners Insurance Ce 1390 Willow Pass Rd, Ste 800	enter	PHONE (A/C, No, Ext	925-822-9009	FAX (A/C, No): 925-88	7 - 6815
Concord CA 94520		E MAII	sara.dorrisey@epicbrokers.com		
			INSURER(S) AFFORDING COVERAGE		NAIC#
	License#: 0B29730	INSURER A	: National Union Fire Ins Co of Pittsbu	rg	19445
INSURED	OCJONES1	INSURER B	:		
O.C. Jones & Sons, Inc. 1520 Fourth Street		INSURER C	:		
Berkeley, CA 94710		INSURER D	:		
		INSURER E	<u> </u>		
		INSURER F :	:		
COVERAGES	CERTIFICATE NUMBER: 470450353		REVISION NI	IMRFR.	

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

					LIMITS SHOWN MAY HAVE BEEN F				
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY	Υ	Υ	GL5268182	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
								MED EXP (Any one person)	\$ 25,000
								PERSONAL & ADV INJURY	\$ 2,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
		POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
		OTHER:							\$
Α	AUT	TOMOBILE LIABILITY	Υ	Υ	CA4489677	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
Α		RKERS COMPENSATION DEMPLOYERS' LIABILITY		Υ	WC072113265	4/1/2025	4/1/2026	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 2,000,000
	(Mar	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

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

Re: OCJ Job ##225516, Franklin Blvd Gap Closure Project (PN: R15200031).

Additional Insured(s): City of Sacramento its officials, volunteer, employees, officers and agents.

When required by written contract, Additional Insured status with Primary & Non-Contributory coverage applies to General Liability and Automobile Liability, and Waiver of Subrogation applies to General Liability, Automobile Liability and Workers Compensation, all as per the attached endorsements. 30 days notice of cancellation, as per the attached endorsements.

CERTIFICATE HOLDER CAN	CELLATION
------------------------	-----------

City of Sacramento c/o EXIGIS LLC P.O. Box 4668 New York, NY 10168-4668 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

POLICY NUMBER: CA 448-96-77 COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: 0.C. JONES & SONS, INC.	
Endorsement Effective Date: 04/01/2025	

SCHEDULE

Name Of Person(s) Or Organization(s):
AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1.

of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

ENDORSEMENT

This endorsement, effective 12:01A.M. 04/01/2025

forms a part of

policy No. CA 448-96-77

issued to O.C. JONES & SONS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

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. Covered Autos Liability Coverage is changed as follows:
 - Paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.
 - With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.
- B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D**. of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

ENDORSEMENT

This endorsement, effective 12:01 A.M. **04/01/2025** forms a part of

policy No. CA 448-96-77 issued to O.C. JONES & SONS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of

Policy No. CA 448-96-77 issued to O.C. JONES & SONS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
- 3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within <u>30</u> days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

- 1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
- 2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. GL 526-81-82

issued to 0 C JONES & SONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I.	Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location
	General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select
	only <i>one</i> of the following:

[] Per Project General Aggregate Limit	\$
[] Per Location General Aggregate Limit	\$
[X] Per Project and Per Location General Aggregate Limit	\$ 4,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

- II. SECTION III LIMITS OF INSURANCE , is amended to include the following:
 - 1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage B.
 - 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
 - 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
 - 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- **6.** Subject to **5.** above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage **A** because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- 8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical Expenses under Coverage C

arising out of any single Project described above.

- 9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

General Aggregate Limit
Each Occurrence
Products-Completed Operations Aggregate Limit
Personal & Advertising Injury Limit
Damage to Premises Rented to
Medical Expense Limit
Per Project General Aggregate Limit, Per Location
General Aggregate Limit or Per

General Aggregate Limit or Per
Project and Per Location General Aggregate Limit

Limits of Insurance \$ 10,000,000 \$ 2,000,000 \$ 4,000,000 \$ 2,000,000 \$ 500,000 \$ 25,000

\$4,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same

Authorized Representative or Countersignature (in States Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

ANY AND ALL STATE OR POLITICAL SUBDIVISIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS IN CONNECTION WITH ISSUANCE OF PERMITS TO YOU, RELATING TO PREMISES.

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
 - This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.
- 2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL 526-81-82

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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:

- 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:

- 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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 LIQUOR 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. 0 1 1 1 1 1 1 1 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
ANY RAILROAD ORGANIZATION WHOM HAS	
GRANTED YOU AN EASEMENT FOR ANY JOB	
SITE TO PERMIT YOU TO PERFORM WORK AS	
A RESULT OF ANY CONTRACT OR AGREEMENT	
YOU HAVE ENTERED INTO.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I Coverage A Bodily Injury And Property Damage Liability.
 - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". 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.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and

self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- **a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in

this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- **5.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or

POLICY NUMBER: GL 526-81-82

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):		
SUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2054

forms a part of

Policy No.GL 526-81-82 issued to O.C. JONES & SONS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
- 3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within <u>30</u> days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

- 1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
- 2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2025

forms a part of Policy No. WC 072 11 3265

Issued to O.C. JONES & SONS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
- 3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within <u>30</u> days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

- 1. Named Insured means the insured first named employer in Item 1 of the Information Page of this policy.
- 2. Insurer means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

25. W. 18936

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2025

forms a part of Policy No. WC 072 11 3265

Issued to O.C. JONES & SONS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

DEPH M'80y

WC 04 03 61 (Ed. 11/90)

Countersigned by _ _ _ _ _ _ _



GUARANTEE

We hereby guarantee the FRANKLIN BLVD GAP CLOSURE PROJECT, (PN: R15200031) 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:5/12/25	Signed: Gree &
	Greg Souder, Secretary
	Printed Name
	O.C. Jones & Sons, Inc.
	Company 1520 Fourth Street
	Address
	Berkeley, CA 94710

Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Befor	e you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.						
	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the centity's name on line 2.)	wner's nar	ne on line	1, and er	nter the b	ousiness/dis	regarded
Print or type. Specific Instructions on page 3.	O.C. Jones & Sons, Inc.						
	2 Business name/disregarded entity name, if different from above.						
				4 Exemptions (codes apply only to certain entitles, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)			
P Specific	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions			(Applies to accounts maintained outside the United States.)			
See	5 Address (number, street, and apt. or suite no.). See instructions.	Request	er's name	and addr	ess (opti	onal)	
0)	1520 Fourth Street						
	6 City, state, and ZIP code						
	Berkeley, CA 94710						
	7 List account number(s) here (optional)	•					
Pa	Taxpayer Identification Number (TIN)						
back resid	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to average withholding. For individuals, this is generally your social security number (SSN). However, ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to gu</i> later.	for a	or	ecurity nu		- umber	
	: If the account is in more than one name, see the instructions for line 1. See also What Name ber To Give the Requester for guidelines on whose number to enter.	and	9 4	- 3	3 2	0 1 6	6 4
Pai	t II Certification						
Unde	Under penalties of perjury, I certify that:						
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	er to be i	ssued to	me); ar	nd	
Se	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 fallure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and					venue that I am	
	m a U.S. citizen or other U.S. person (defined below); and						
	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporti						
beca acqu other	Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.						
Sig:		Date	5/18	192	3		
	eneral Instructions New line 3b has required to complete foreign partners, or foreign partne	te this lin	e to indi	cate that	it has c	lirect or in	direct

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2025 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding ager	nt keeps this form with their records.
Withholding Agent Information Name	
CITY OF SACRAMENTO Payee Information	
Name	☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.
	94-3320164
O.C. Jones & Sons, Inc. Address (apt./ste., room)	94-3320104
1520 Fourth Street	
City (If you have a foreign address, see instructions.)	State ZIP code
Berkeley	CA 94710
	O/C O I I TO
Exemption Reason Check only one box.	
By checking the appropriate box below, the payee certifies the reason for the exemption from t requirements on payment(s) made to the entity or individual.	he California income tax withholding
Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a resident of the withholding agent. See instructions for General Information D, Definitions.	nonresident at any time, I will promptly
✓ Corporations: The corporation has a permanent place of business in California at the address show California Secretary of State (SOS) to do business in California. The corporation will corporation ceases to have a permanent place of business in California or ceases to the withholding agent. See instructions for General Information D, Definitions.	file a California tax return. If this
Partnerships or Limited Liability Companies (LLCs): The partnership or LLC has a permanent place of business in California at the addre California SOS, and is subject to the laws of California. The partnership or LLC will fill or LLC ceases to do any of the above, I will promptly inform the withholding agent. For partnership (LLP) is treated like any other partnership.	e a California tax return. If the partnership
Tax-Exempt Entities: The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Solution Internal Revenue Code Section 501(c) (insert number). If this entity ceases to the withholding agent. Individuals cannot be tax-exempt entities.	Section 23701 (insert letter) or be exempt from tax, I will promptly notify
Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Per The entity is an insurance company, IRA, or a federally qualified pension or profit-sha	
California Trusts: At least one trustee and one noncontingent beneficiary of the above-named trust is a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a notify the withholding agent.	
Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate or trust. The decedent was a Company The estate will file a California fiduciary tax return.	California resident at the time of death.
Nonmilitary Spouse of a Military Servicemember: I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse requirements. See instructions for General Information E, MSRRA.	se Residency Relief Act (MSRRA)
CERTIFICATE OF PAYEE: Payee must complete and sign below.	
Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Boar this notice by mail, call 800.338.0505 and enter form code 948 when instructed.	learn about our privacy policy statement, rd Privacy Notice on Collection. To request
Under penalties of perjury, I declare that I have examined the information on this form, includi statements, and to the best of my knowledge and belief, it is true, correct, and complete. I furtif the facts upon which this form are based change, I will promptly notify the withholding agen	ther declare under penalties of perjury that
Type or print payee's name and title Greg Souder, Secretary	Telephone <u>(510) 526-3424</u>
Payee's signature Payee's signature	Date 05/12/2024
7061253	Form 590 2024



WORKER'S COMPENSATION CERTIFICATION (FRANKLIN BLVD GAP CLOSURE PROJECT, R15200031)

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

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

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

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

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

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

DATE:_	5/12/25	Contractor O.C. Jones & Sons, Inc.	
		By Signature Greg Souder, Secre	etary

SACRAMENTO Einenes Department

BUSINESS OPERATIONS TAX CERTIFICATE

Finance Department

Business Name O.C. JONES & SONS, INC

Business Address 1520 FOURTH ST

Owner o.c.

O.C. JONES & SONS, INC

Type of Business

Contractors - General

Tax Classification

Gross Receipts

Expires

03/31/2026

Mailing Address

CAM YAN

O.C. JONES & SONS, INC

1520 FOURTH ST

BERKELEY, CA 94710-1748

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, 2021, 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/

3

1034100



CITY OF SACRAMENTO DEPARTMENT OF FINANCE MARK OF ALITHENTICATION 1034100

TOTAL PAID: \$5,004.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto.
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article XI of this AGREEMENT.
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.
- (5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.
- (6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: 5/12/25	O.C. Jones & Sons, Inc.
	Name of Contractor
	(Name of Contractor Representative) Greg Souder, Secretary
	(Authorized Officer & Title)
	759729
	CSLB # or Motor Carrier Permit

COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

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- (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).

Name of Contractor Thomas Breault (Name of Contractor Representative) President (Authorized Officer & Title) 499345 CSLB # or Motor Carrier Permit	Date: May 13, 2025	Centerline Striping Company, Inc.
Thomas Breault (Name of Contractor Representative) President (Authorized Officer & Title) 499345		Name of Contractor
President (Authorized Officer & Title) 499345		Thomas Breault Than with
(Authorized Officer & Title) 499345		(Name of Contractor Representative)
499345		President
		(Authorized Officer & Title)
CSLB # or Motor Carrier Permit		499345
		CSLB # or Motor Carrier Permit

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: 5/13/202

MMERICAN PAVEMENT SYSTEMS, INC.
Name of Contractor

(Name of ContraINIE MARCHINItative)

(Authorized Officer & Title)

943792 - Class A

CSLB # or Motor Carrier Permit

COMMUNETY WORKBORGE AND TRAINING ACREMENT 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.
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Date: 5/13/25

Rame of Contractor

Aren Mayer

(Name of Contractor Representative)

Aren Mayer Principal

(Authorized Officer & Title)

1/22/50

(CSLB Por Motor Carrier Permit

24

COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

- (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.
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Date: 5-13-25	FBD VANGUARD CONSTRUCTION, INC
	Name of Contractor DOMINIC SPOSETO
	(Name of Contractor Representative) DOMINIC SPOSETO, CEO
·	(Authorized Officer & Title) 833032 A/B/C-8
	CSLB # or Motor Carrier Permit

COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

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- (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 Bo	ound 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).	Tim Paxin's Pacific Excenotion Inc.
Date: 5/12/25	Tim Paxin's Pacific Execution Inc. dba Pacific Execution
	Name of Contractor YVescule Gastelum
	Yvescelle Gastelum
	(Name of Contractor Representative)
	() yescell Sustellin
	(Authorized Officer & Title) Corp Sec
	694400
	CSLB # or Motor Carrier Permit

COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

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` '	
Date: 5/13/25	Anrak Coxporation
	Name of Contractor PATRICK C. ANDERSON VICE PRESIDENT
	FAIRICK C. ANDERSON
	(Name of Contractor Representative)
	(Name of Contractor Representative)
	(Authorized Officer & Title)
	256390
	CSLB # or Motor Carrier Permit

C&D Debris Waste Management Plan

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

Form
submitted by:

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

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

A. Building Project Information Job Address: Contractor: Address:	o <u>n</u> :	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

<u>D. Material Management</u>

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

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan City of Sacramento Solid Waste Services 2812 Meadowview Road, Building 1 Sacramento, CA 95832

Phone: (916) 808-4839 / Fax: (916) 808-4999 C&D@cityofsacramento.org

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

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

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

Recyclers*		Recovery Stations & Landfills		
Bell Marine	(916) 442-9089	Elder Creek Recovery & Transfer	(916) 387-8425	
C & C Paper Recycling	(916) 920-2673	Station		
EBI Aggregates	(916) 372-7580	Kiefer Landfill	(916) 875-5555	
International Paper	(916) 371-4634	L & D Landfill	(916) 383-9420	
Modern Waste Solutions	(916) 447-6800	North Area Recovery Station	(916) 875-5555	
PRIDE Industries, Inc.	(916) 640-1300	Sacramento Recycling & Transfer	(916) 379-0500	
Recycling Industries, Inc.	(916) 452-3961	Station		
Sacramento Local Conservation Corps	(916) 386-8394	Waste Management Recycle America	(916) 452-0142	
Smurfit-Stone Container Corporation	(916) 381-3340			
Southside Art Center	(916) 387-8080			
Spencer Building Maintenance, Inc.	(916) 922-1900			

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

C&D Debris Haulers & Facilities Rev. 02/01/2011

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

C&D Debris Waste Log

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

Phone: (916) 808-4839 / Fax: (916) 808-4999 C&D@cityofsacramento.org

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

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.

Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.

Destination: Indicate the facility that received the material for disposal or recycling

Amount: Indicate the weight. If weight is not known, put volume.

C&D Debris Waste Log Rev. 02/01/2011

SPECIAL PROVISIONS

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SPECIAL PROVISIONS FOR FRANKLIN BLVD GAP CLOSURE PROJECT BETWEEN MACK ROAD AND A PARKWAY (PN: R15200031)

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

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

The seal coating, planing, overlay and part reconstruction of Franklin Boulevard from Mack Road to the A Parkway within the City and County of Sacramento.

The work includes microsurfacing Franklin Boulevard between Mack Road and Creeks Edge Way, and planing and overlay between Creeks Edge Way and A Parkway. Other work includes base repairs, curb ramp replacement, fiber optic installation, and traffic signal modifications.

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 California Department of Transportation Standard Specifications, adopted 2024, referred to herein as "State Standard Specifications" and any amendments. Reference is also made to Sacramento County Standard Specifications, adopted April 2024, referred to herein as "County Standard Specifications" and any amendments. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications unless otherwise specified in these Special Provisions. 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.

1.3 COMPLETION TIME

The time limit for the completion of all items of work is One Hundred and Forty (140) 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 FIVE THOUSAND TWO HUNDRED DOLLARS (\$5200.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of One Hundred and Forty (140) working days.

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

working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

1.4 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.

1.5 PROVIDING BONDS AND SURETY

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

1.6 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

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

To enter facility:

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

To exit facility:

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

1.8 CERTIFICATE OF COMPLIANCE, MATERIAL TAGS, TRUCKING TAGS

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. All material tags, certificates of compliance, and trucking tags identifying what was transported and what time material is delivered will be submitted to the inspector by the end of each day.

1.9 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.

1.10 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 Exhibit D. A summary of the CWTA requirements is also provided in Exhibit D. 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 CWTA is applicable if the total bid amount submitted by the Contractor or contractors awarded construction contracts exceeds one million dollars (\$1,000,000).

If the CWTA applies, 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 if the bid amount exceeds \$1,000,000, Contractor represents that it will execute the Agreement to be Bound if selected.

1.11 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.015 "Final Pay Items" of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

1.12 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.

1.13 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

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

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

- 1. All work is to be completed in accordance with the following regulations and requirements:
 - a. Chapter 6.5, Division 20, California Health and Safety Code.
 - California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.
 - c. City of Sacramento Building Code and the current edition of the Uniform Building Code.
- 2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.

3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

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

1.14 COORDINATION

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

- 1. At a minimum the Contractor shall coordinate his operations with the following:
 - <u>City Traffic Signal and Street Lighting Maintenance Shop</u>
 Contractor shall notify Norm Colby, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.
 - <u>Underground Service Alert</u>

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

• Regional Transit

At least seven (7) working days prior to working on streets used as bus routes, the Contractor shall notify the Regional Transit (RT), Customer Service Center Phone: 321 2876 or 321-2817 (Fax: 444-0502), to inform of any traffic restrictions that may be in effect and bus stops that may be temporarily out of service.

• County of Sacramento

Contractor shall contact Jeff Lowry, Associate Civil Engineer for the Maintenance and Operations Division for Sacramento County, at (916) 876-6695 at least 7 calendar days before the start of construction.

• Pacific Gas and Electric (PG&E)

Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371 at least 7 calendar days before start of construction.

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.

• <u>United States Postal Service</u> Contractor shall notify the US Post Office at 4301 Brookfield Drive at (916) 275-8777 at least 7 calendar days prior to construction.

The Contractor shall be responsible for any garden refuse piles, which are inadvertently placed in the street between the time of City pickup and the Contractor's work. The cost for removing garden refuse piles shall be included in the unit prices bid for the various items of the proposal.

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

1.15 PROJECT SCHEDULING

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

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

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

1.17 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor's construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

1.18 PUBLIC NOTIFICATION

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

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

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

1.19 REMOVAL OF ON-STREET PARKING

In Metered Parking Areas:

Seventy-two (72) hours prior to construction, the Contractor shall place signs adjacent to every third parking stall stating, "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block". Contractor shall also contact the City Parking Division prior to placing barricades.

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

The Contractor shall request the City Parking Division to cover each parking meter, prior to construction, with a "NO PARKING" sign and the signs previously placed adjacent to every third stall shall be mounted on a barricade and moved into the parking stall at the Contractors expense.

If the Contractor needs less than the entire block, every stall removed shall be barricaded in conjunction with the covering of parking meters.

Where parking removal is necessary, at metered parking stalls, the Contractor shall coordinate with the City Parking Division three (3) days in advance and shall be responsible for the payment of parking removal fees (City Code Section 25.122-1). It is recommended that the Contractor consult with the City Parking Division (phone 916-808-5874) prior to submission of his bid to obtain an estimate of the fees for this project. Note: Typical fees are \$29 to bag the first meter and \$5 each additional meter. Daily meter fees are typically \$2.25 each day Monday through Saturday.

In Non-Metered Parking Areas:

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

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

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require rescheduling

of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

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

1.20 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

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

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

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

All substitutions are subject to the approval of the Engineer.

1.21 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.

1.22 RECORD DRAWINGS

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

approval. If Contractor fails to comply with the requirements of this section, the City may deduct and retain the cost of preparing the record drawings from the Contract.

1.23 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

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

1.24 PAVEMENT CUTTING AND RESTORATION

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

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

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

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

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

1.25 CURB RAMP AND DRIVEWAY CONSTRUCTION

Contractor shall be responsible for layout and grading of curb ramps and driveways in locations shown on plans.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for all work involved in this item shall be considered as included in the unit price for various bid item involved, and no additional compensation will be allowed.

1.26 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 <u>urbanforestry@cityofsacramento.org</u>. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

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

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

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

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

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

1.27 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 <u>urbanforestry@cityofsacramento.org</u> and obtain, for this project, a permit for tree trimming within the City.

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

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

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

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

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

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

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

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

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

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

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

1.28 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).

1.29 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.

1.30 PERMITS AND STAGING AREA

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

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

Prior to work within the City-owned property, a right of entry must be obtained through the City of Sacramento Real Estate division. A written application for right of entry must be submitted a minimum of 2 weeks prior to required entry.

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

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

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

1.31 EROSION AND SEDIMENT CONTROL

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

1.32 ENCROACHMENT PERMIT

The City is in the process of acquiring an encroachment permit from Sacramento County. Within Sacramento County's right of way or work affecting Sacramento County's facilities, the Contractor shall be responsible for and ensure permit compliance with all construction mitigation measures, notification requirements, monitoring and utilization of Best Management Practices (BMPs) and good site management housekeeping practices.

Full compensation for conforming to the requirements in this 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.

1.33 CONTRACTOR LABOR AND EQUIPMENT DISPATCH

The Contractor and each Subcontractor working on the project shall submit a Labor and equipment Dispatch document the night before and no later than 8 am the day the crew/equipment will be working on site. The Dispatch shall be computer generated and not handwritten and submitted to the inspector, ARE and RE. The labor on the project shall include the employee's name and labor classification and equipment being operated by the operator. The equipment used on the project that day shall include Equipment make, model, equipment number and primary name of operator. Equipment shall be identified if it is a rental piece of equipment. All vehicles shall identify the Employee operating the vehicle. The General

Contractor's Dispatch shall include the following:

All subcontractors are scheduled to work on the project that day.

All Trucking and the quantity to be used on the project on that day.

All Materials to be delivered that day (Aggregates, concrete, HMA, Electrical.)

2. ITEMS OF THE PROPOSAL

2.1 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the State Standard Specifications.

The Contractor shall be responsible for coordinating with various utility companies for relocation of any utility poles, lines, adjusting utilities to grade or underground work. 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 therefore.

<u>Payment</u> shall be at the lump sum price bid and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with mobilization as specified in these Special Provisions, State Standard Specifications and as directed by the Engineer.

2.2 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall conform to Section 11 of the Standard Specifications.

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

2.3 WATER POLLUTION CONTROL PLAN IMPLEMENTATION

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City.

CSMP, inspecting water pollution control practices, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

1. 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.

2. 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 at 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, per Section 16 of the Standard Specifications. The submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

3. 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.

<u>Payment</u> shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, paying applicable fees and for doing all work involved in implementing Water Pollution Control Plan (WPCP), as specified in these Special Provisions and as directed by the Engineer.

2.4 TRAFFIC CONTROL SYSTEMS

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

For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

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

CONTRACTOR SUBMITTALS

The Contractor must submit for review and approval the following items:

- A. Construction Sequencing Plan detailing the proposed construction staging and proposed closures including limits, durations, and dates. All closures shall be clearly indicated in the project schedule.
- B. **Detour Plan** detailing the rerouting of pedestrian, bicycle, and vehicular traffic during any proposed closures.
- C. **Traffic Control Plan** detailing how pedestrian, bicycle, and vehicular traffic will be routed through active construction areas.

The submitted plans shall cover all proposed phases of work. Each plan shall be submitted to the Engineer for review and approval. The contractor shall make all requested modifications to these plans and no work affected by these plans shall begin until the plans have been approved.

ACCESS TO BUSINESSESS

Access to businesses must be maintained at all times. The pedestrian walkways fronting the businesses on the north and south side of Meadowview Road and 24th Street must be staged so pedestrian access is maintained to the businesses as construction is occurring. Pedestrian access to businesses must meet all applicable ADA requirements. The contractor developed traffic handling plan must include details for how this access will be maintained.

PUBLIC CONVENIENCE

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an Engineer approved closure.

PEDESTRIAN AND BICYCLIST ACCESS

The Contractor shall not block the movement of pedestrian or bicycle traffic unless as part of an Engineer approved closure. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. The contractor must submit for review and approval a traffic handling plan which includes details for the provision of pedestrian and bicycle access.

Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Minimum allowable pedestrian and bicycle access shall consist of four-foot (4') wide bridges across trenches and four-foot (4') wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic.

ACCESS TO DRIVEWAYS, HOUSES AND BUILDINGS

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

replaced under the Contract, the existing access shall not be closed until their replacement access facilities are completed and functional.

ERECTION OF SIGNS 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 OBSTRUCTIONS, DELAYS AND INCONVENIENCES

All public traffic shall be permitted to pass through the Work zone unless during an Engineer approved closure, and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

WORK ON PRIVATE PROPERTY

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the Engineer before any operations will be permitted on said property.

HAZARDOUS CONDITIONS CREATED

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the Agency to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. This includes creating a temporary AC conform between the proposed concrete roadway and existing conditions during each construction stage and the laying of temporary AC to facilitate temporary parking during construction as shown on the plans. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the Agency.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

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

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

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

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

TRAFFIC CONTROL PLAN

The Contractor shall submit a site specific Traffic Control Plan to the Engineer at the preconstruction meeting in accordance with Section 6-10 of the Standard Specifications. Revisions to the plan shall be submitted five (5) days prior to work. A copy of the Traffic Control Plan shall be available on site at all times. The Traffic Control Plan shall be developed within the following parameters:

- 1. No work will be allowed if the Contractor does not adhere to these traffic control guidelines.
- 2. The Contractor shall provide continuous businesses access (for loading operations, pedestrian traffic and safety vehicles) during the businesses' hours of operations. If two driveways access a single business, one driveway must remain open at all times. If a single driveway or loading dock access a business, half of the driveway must remain open at all times.
- 3. At least one lane of vehicular traffic must be maintained in each direction at all times unless otherwise approved by the Engineer. Local access to businesses shall be provided at all times.

- 4. Working hours shall be between 8:30 AM and 4:00 PM Monday through Friday, unless otherwise approved by the Engineer.
- 5. Weekend work from 7:00 AM to 6:00 PM may be approved by the Engineer.
- 6. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the additional cost of inspection shall be borne by the Contractor.
- 7. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
- 8. 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.
- 9. Except as specified elsewhere in these Special Provisions, commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners 5 calendar days in advance.
- 10. 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.
- 11. Loading access to businesses must be maintained at all times. Pedestrian access with ADA compliant path of travel must be provided and maintained.
- 12. All work is to be done in accordance with City of Sacramento noise ordinances, per Section 6 in the City Standard Specifications.
- 13. Prior to 8:30 A.M. and after 4:00 P.M Monday through Friday, public traffic must have access to the number of lanes normally available on all streets unless otherwise approved.
- 14. Ten calendar days (10) prior to roadway or lane closures, changeable message signs shall be placed where designated by the Engineer. Changeable message signs shall be considered part of this item and no additional compensation will be allowed therefor The message on the changeable message sign shall be approved in writing by the

Engineer two days prior to installment on the roadway. If the Contractor fails to install changeable message signs per these guidelines, the Contractor shall pay TWO THOUSAND DOLLARS (\$2000) per day as liquidated damages, for each day the work is being performed.

- 15. Lane closures shall be in conformance with an approved traffic control plan.
- 16. Placement and removal of the temporary traffic stripes and markings (place 2-coat paint 4" wide white stripe and place 2-coat paint pavement marking) required in each stage of construction shall be considered part of this item and no additional compensation will be allowed therefor.
- 17. Removal of any existing conflicting pavement stripes or makings shall be considered part of this item and no additional compensation will be allowed therefore.
- 18. Relocation of roadway signs from their current location to a temporary location needed for stage construction and all sign relocations needs during construction including temporary barricades shall be considered part of this item and no additional compensation will be awarded therefor.

<u>Payment</u> shall be the lump sum price bid for Traffic Control System. The work covered under this bid item shall include full compensation for all temporary traffic control devices, signage and pavement delineation, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in developing and implementing a Traffic Control System, including all plan submittals and revisions, as specified in these Special Provisions, and as directed by the Engineer.

2.5 TREE TO REMOVE

Removal of trees greater than 6", at those locations shown on the plans shall conform to Section 12 of the Standard Specifications and these Special Provisions and as directed by the Engineer.

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

2.6 SURVEY MONUMENT TO ADJUST TO GRADE

Monuments shall be adjusted to the grade of the new surface and shall conform to the applicable requirements of Section 38 (DWG. T-350) of the Standard Specifications and these Special Provisions.

<u>Payment</u> shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in adjusting

survey monument wells to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

2.7 ROADWAY EXCAVATION AND GRADING

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

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

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

Asphalt removal for pavement planing or base repair shall be paid under respective bid items. All other existing asphalt pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans and in accordance with Section 13 of the Standard Specifications.

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

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

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

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

2.8 AGGREGATE BASE CLASS 2 TO PLACE

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

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

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

2.9 BASE REPAIR (8")

Asphalt concrete type A, ¾" maximum aggregate (coarse) shall be used in the 8" sections where base repair is 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.

The cost for saw cutting the asphalt concrete at conforms as shown on the plans, shall be full compensated into the unit cost for HMA and no separate or additional payment shall be made.

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

2.10 MICROSURFACING

Microsurfacing shall consist of mixing a polymer modified, cationic microsurfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these specifications, and as directed by the Engineer.

Material:

The material for microsurfacing shall conform to the following requirements:

Microsurfacing Emulsion (MSE)

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

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

Polymer Modified, Cationic Microsurfacing Emulsion (MSE)			
Specification Designation	Test Method	Requirement	
Viscosity SSF @ 77 F	AASHTO T 59	15-90 Seconds	

Sieve, max.	AASHTO T 59	0.30 Percent
Settlement, 5 days, max.	ASTM D244	5 Percent
Storage Stability, 1 day, max.	AASHTO T 59	1 Percent
Residue by Evaporation, min.	California Test 331	62 Percent

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

Water and Additives

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

Mineral Filler

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

Black Aggregate

The mineral aggregate used shall be of the type and grade specified for the particular use of the microsurfacing. Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed material with no rounded particles. All aggregate shall be free of caked lumps and oversize particles.

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

The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed as tested in accordance with California Test 205. The definition of a crushed particle in California Test 205 Section D, is amended to read: "Any particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle."

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

Type II		
Sieve Size	Percentage	
Sieve Size	Passing	
3/8"	100	

No. 4	94 - 100
No. 8	65 - 90
No. 16	40 - 70
No. 30	25 - 50
No. 200	5 – 15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Test	California Test	Requirements
Sand Equivalent (min.)	217	70
Durability Index (min.)	229	75
Percentage of Crushed Particles (min.) ¹	205	100%
Los Angeles Rattler Loss at 500 Rev. (max.) ²	211	35%

Notes: 1. CT205, Section D, is amended to read: "Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle."

2. Los Angeles Rattler shall be performed on the parent aggregate before crushing

If the results of the aggregate grading do not meet the specified gradation, the microsurfacing represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the microsurfacing may remain in place and the Contractor shall pay to the City \$2.00 per ton for the aggregate represented by the tests and left in place.

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the microsurfacing may remain in place and the Contractor shall pay to the City \$2.00 per ton for the aggregate represented by the tests and left in place.

When the results of both the aggregate grading and the Sand Equivalent tests do not conform to the specified requirements, both payments to the City shall apply. The City may deduct these amounts from any moneys due or to become due the Contractor.

No single aggregate grading or Sand Equivalent test shall represent more than 303 tons or one day's production, whichever is smaller.

Mix Design:

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

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

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

Adjustments may be required during construction based on field conditions.

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

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

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

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

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

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

Proportioning:

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

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

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

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

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

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

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

shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

Mixing and Spreading Equipment:

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

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

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

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

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

Spreader Box

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

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

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

Preparation of Surface:

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

The Contractor shall remove thermoplastic stripes/markings, preformed traffic stripes/markings and raised pavement markers prior to microsurfacing operation. The cost of removal of all raised pavement markers including raised blue fire hydrant markers, all thermoplastic and preformed pavement stripes/markings shall be included in the removal of Thermoplastic Stripe and Pavement Markings bid items.

After the removal of thermoplastic stripe/markings, the contractor must seal all cracks within the limits of microsurfacing. The cost for crack sealing will be consider as part of the microsurfacing.

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

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

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

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

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

Placing:

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

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

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

Microsurfacing Type	Location	Spread Rate
Type II	Full Traffic Width	10 - 20
Type III ¹	Full Traffic Width	20 - 32
Type III ²	Full Traffic Width	30 - 32
Notes: 1. For microsurfacing over asphalt concrete pavement.		
2. For microsurfacing over Portland cement concrete pavement and concrete bridge decks.		

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

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

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

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

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

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

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

Test Strip:

The Contractor shall construct a test strip for evaluation by the Engineer. The test strip shall be 300 feet to 500 feet long and shall consist of the application courses specified. The test strip shall be

constructed at the same time of day or night that the full production of microsurfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified.

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

Repair of Early Distress:

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

Measurement and Payment:

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

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

2.11 PAVEMENT PLANING (2.5")

Pavement planning (2.5") shall be done in an approved manner by cold planing as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Section 22 of the Standard Specifications. Rubber-tired grinding machines will only be allowed with the Engineers permission and with the understanding that any damage done by the grinding machine to the existing asphalt pavement be repaired by the Contractor at his expense.

Contractor shall provide temporary lane delineation, including centerline (yellow) and/or lane lines (white), between the time of grinding operations and roadway paving. Temporary lane delineation shall consist of pavement markers, painted stripes or other means approved by the Engineer.

The Contractor shall obtain a hydrant permit from the City of Sacramento, Department of Utilities for each piece of equipment that requires water from a fire hydrant.

<u>Payment</u> shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in pavement planing as specified in these Special Provisions and as directed by the Engineer.

2.12 PAVEMENT PLANING (4.0")

Pavement planning (4.0") shall be done in an approved manner by cold planing as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Section 22 of the Standard Specifications. Rubber-tired grinding machines will only be allowed with the

Engineers permission and with the understanding that any damage done by the grinding machine to the existing asphalt pavement be repaired by the Contractor at his expense.

Contractor shall provide temporary lane delineation, including centerline (yellow) and/or lane lines (white), between the time of grinding operations and roadway paving. Temporary lane delineation shall consist of pavement markers, painted stripes or other means approved by the Engineer.

The Contractor shall obtain a hydrant permit from the City of Sacramento, Department of Utilities for each piece of equipment that requires water from a fire hydrant.

<u>Payment</u> shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in pavement planing as specified in these Special Provisions and as directed by the Engineer.

2.13 ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE

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

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

2.14 GAS VALVE TO ADJUST TO GRADE

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

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

2.15 ADJUST MANHOLE FRAME AND COVER TO GRADE

Existing maintenance holes shall be adjusted to the grade of the new surface and shall conform to the applicable requirements of Sections 10, 25 and 38 of the Standard Specifications and these Special Provisions.

The cost of adjusting a maintenance hole shall include any necessary lowering, temporarily removing, covering and raising the maintenance hole head to the grade of the new surface under this item.

If lowering is necessary, the Contractor shall verify that all lowered maintenance holes are raised back to grade by back checking against drawings. The Contractor shall perform field review with the Engineer to ensure all maintenance holes shown on the drawings have been raised to grade.

<u>Payment</u> shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in adjusting sewer maintenance holes to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

2.16 ADJUST WATER VALVE BOX TO GRADE

Utility boxes and water valves shall be adjusted to grade and shall conform to applicable requirements of Sections 10, 27 and 38 of the Standard Specifications and these Special Provisions.

Included in this item is furnishing and placing new utility boxes and steel standpipes (risers) and liners as required and adjusting the utility boxes to grade.

The Contractor shall ensure that utility box covers and water valve covers are not covered with concrete coatings during paving operations. Standpipes shall be left clean and free of paving materials and debris. The valve-operating nut shall be left fully exposed after all paving operations have been completed.

<u>Payment</u> shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in adjusting water valves box to grade, as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

2.17 CURB AND GUTTER TYPE 1 TO CONSTUCT

Portland cement concrete curb and gutter type 1 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

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

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

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

2.18 CURB AND GUTTER TYPE 1A TO CONSTRUCT

Portland cement concrete curb type 1A shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sacramento County's 2024 Standard Construction Specifications.

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

2.19 CURB AND GUTTER TYPE 2 TO CONSTRUCT

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

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

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

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

2.20 CURB TYPE 3 TO CONSTRUCT

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

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

2.21 CURB TYPE 5 TO CONSTRUCT

Portland cement concrete curb type 5 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sacramento County's 2024 Standard Construction Specifications.

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

in constructing curb type 5 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

2.22 4" PCC SIDEWALK TO CONSTRUCT

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

Sidewalks, driveways, walkway portions of curb ramps, and landings in islands are included in this bid item.

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

The proposed sidewalk and curb ramp shall match the color and size of the existing sidewalk and walkway. The contractor may use Scofield Systems colors (www.scofield.com), Davis colors (www.daviscolors.com) or approved equal. The contractor shall submit to the Engineer two color samples of size not less than one-foot square for prior approval before construction.

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

<u>Payment</u> shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 4" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

2.23 TRUNCATED DOMES TO PLACE

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

Detectable Warning Tiles shall be Armor Tile, ADA Solutions or approved equal, as manufactured by Engineered Plastics Inc.: Product (#1) #ADA-C3648S-YW, Cast in Place, 36" x 48", Sound Amplifying, Color Federal Yellow, Product (#2) #ADA-S-3648-YW, Surface Applied, 36" x 48", Sound Amplifying, Color Federal Yellow or ADA Solutions Product (#1) # 3648IDPAV1Y, Cast in Place, 36" x 48", Sound Amplifying, Color Federal Yellow, Product (#2) # 3648IDRET1Y, Surface Applied, 36" x 48", Sound Amplifying, Color Federal Yellow. Detectable Warning Tiles shall have a five (5) year written warranty.

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

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

2.24 MEASURE A SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing Measure A signs measuring 8'x5' as shown on the Exhibit **below**. Sheeting Grade shall be ASTM Type 11 or 3M DG Cubed specifications designed to enhance nighttime visibility of traffic control signs and objects. Type 11 or 3M DG Cubed sheeting shall have a pre-coated adhesive protected by an easily removable liner.

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

The following design of the sign shall be:

- 1. Arial Black font
- 2. Color Palette
 - Black Font Color
 - Color Hex Code: #181717
 - Color RGB Code: R24 G23 B23
 - White Font Color
 - Color Hex Code: #FFFFE
 - Color RGB Code: R255 G255 B254
 - Gold Background
 - Color Hex Code: #F9B928
 - Color RGB Code: R249 G185 B40
 - Green Background
 - Color Hex Code: #7BB13B
 - Color RGB Code: R123 G177 B59

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

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

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

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

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



2.25 TRAFFIC SIGN TO PLACE

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

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

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

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

Signs located at the side of the roadway shall have a minimum height of seven feet (7') from the adjacent ground to the bottom of the sign, unless specified otherwise. The height of a combination

of signs in the median, such as an R7 with an R10, shall be 18 inches from the top of the island to the bottom of the lowest sign (R10) with a maximum one-inch separation between the two signs.

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

A. Sign Posts

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

B. Signal and Street Light Poles

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

C. Sheeting Grade

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

D. Sign Material

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

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

2.26 NEW POST TO INSTALL

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

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

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

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

2.27 SIGN TO REMOVE

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

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

2.28 SIGN TO RELOCATE

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

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

2.29 MEDIAN NOSE DETAIL TO INSTALL

Median Detail shall be furnished and installed at the locations shown in the Plans, and shall conform with the plans, Standard Specifications, and these Special Provisions. Existing median signs shall be reused. All reflectors shall be removed and replaced with new reflectors. If existing pole is in correct location per median detail, contractor may choose add extensions to existing poles in concrete median or replace with new poles set in concrete median.

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

2.30 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKINGS TO REMOVE

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 striping and markings' contractor shall be required to provide and submit to the Engineer a weekly schedule of work for each week showing a list of streets in order of performance at least one week prior to performing any work. A contact person and phone number of responsible parties shall be affixed to this list.

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 the linear foot of traffic stripe removed. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch stripes.

Twelve-inch traffic stripes are defined as both transverse and longitudinal lines, which include, but are not limited to, 12" limit lines, 12" crosswalks stripes, and 12" speed hump stripes. 24" limit lines shall be considered as two 12" stripes to remove.

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

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

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

Pavement markings are defined as, but are not limited to, word and symbol markings, parking brackets, and "Ladder" crosswalks.

<u>Payment</u> shall be lump sum for remove thermoplastic striping and pavement marking and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with removing traffic stripes and pavement markings as specified in these Special Provisions and as directed by the Engineer

2.31 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKINGS TO PLACE

Preformed thermoplastic stripe and pavement markings, both white and yellow, shall be constructed on asphalt and asphalt concrete pavement as shown on the plans or as directed by the Engineer and shall conform to AASHTO M249-79(98) and the applicable requirements of Section 32 of the City Standard Specifications and these Special Provisions.

<u>Measurement</u> shall be per lump sum to install all striping, pavement markings and marker shown on plans and in accordance with Caltrans Standard Detail A20A. For example, a Detail 22 includes two solid stripes and 2 markers every 24'. The measurement per lump sum would include the placement of both the stripes and markers, including the blue markers that must be placed in front of fire hydrants, and all pavement markings not covered under a separate bid item, and no additional payment would be made therefor.

<u>Payment</u> shall be at the unit price bid per lump sum for placement of thermoplastic pavement stripes and markers, thermoplastic pavement markings and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in the placement of such as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

2.32 FLEXIBLE DELINEATOR (TYPE K-71)

Flexible delineators (Type K-71) shall be furnished and installed at the locations shown in the Plans and as directed by the Engineer, and shall conform with Section 32 of the Standard Specifications section 81 & 82 of the State Standard Specifications, the 2014 California Manual for Uniform Traffic Control Devices, and these Special Provisions.

Installation of flexible delineators, type K-71 or approved equal, shall be surface mounted per manufacturer's recommendation with the approval of the Engineer.

Flexible delineators shall be of color to match correlated striping and have 2-way reflectivity. Flexible delineators shall be 6-9" diameter and 28"-33" height, depending on manufacturer's standard sizes. All delineators to be used on the project shall be from the same manufacturer and uniform in size and color.

Contractor shall submit to Engineer, for approval, the manufacturer's specification of the flexible delineator. Flexible delineators shall not be placed on the project prior to approval by the Engineers of the manufacturer's specifications submitted by the contractor.

<u>Payment</u> shall be at the unit price bid per each for Flexible Delineator (Type K-71) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing, complete in place, including adhesives, and establishing alignment for flexible delineator, as shown on the plans, as specified in the State Standard Specifications, these Special Provisions and as directed by the Engineer.

2.33 COLORED PAVEMENT FOR BIKE LANES (GREEN)

Colored Pavement for Bike Lanes (Green) shall be placed where shown on the plans and shall conform to the applicable requirements of Section 32 of the City Standard Specifications, Sections 84 of the State Standard Specifications and these Special Provisions. The quantities of colored pavement for bike lanes may be adjusted, deleted, or omitted as directed by the Engineer to meet the existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

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

2.34 INSTALL 3M TAPE STRIPING

Contractor shall use 3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, phone (916) 924-9605.

<u>Payment</u> shall be at the unit price bid per each for placement of tape striping and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in the placement of such as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

2.35 TRAFFIC SIGNAL MODIFICATION AT FRANKLIN BLVD AND MACK ROAD

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

Contractor shall provide and install new pull boxes, conduit, conductors, detector lead-in cables, detector handholes, detector loops, and pull rope and other equipment listed in these special provisions and specified in the planset. Construction work also includes removing conductors, cables, pull boxes and abandoning conduits and detector loops.

Pushbutton and Post

Contractor shall also provide and install pedestrian pushbuttons and pedestrian posts with foundations as shown in the plans and specified in these Special Provisions. The pushbutton shall be manufactured by Polara Enterprises: Polara 2 Wire iDS29UB1-Y PPB w/iDetect. Contractor shall have a Polara Enterprise representative program the pushbutton. Contractor shall make all wire and conduit connections for a fully functional system.

Traffic Signal Display

Contractor shall remove and dispose of existing traffic signal displays and mounting brackets. Contractor shall install new traffic signal displays and mounting brackets. Traffic signal displays shall be 12" LED with clear lens (not tinted), tunnel louvers, backplates with 2 inch retroreflective yellow border by 3M corporation, mounting brackets, and all appurtenances shown on the Plans and called for in these Special Provisions to ensure a complete installation and functioning traffic signal system. Contractor shall also provide and install new 2 inch retroreflective yellow border on all existing traffic signal displays to remain. Contractor shall weld new tenon on traffic signal arm as indicated on planset for new traffic signal display. In addition to the new tenon, Contractor shall provide new conductors for the new display to the traffic signal cabinet.

Cabinet and Controller Type R and ATC EX2

Contractor shall remove and salvage existing traffic signal cabinet. Contractor shall disconnect all conductors and cables. The existing video detection system, CCTV and GPS EV, detector loops, fiber optic cables, fiber patch panel, vehicle display and pedestrian cables, power cables, and all other cables/conductors shall be disconnected and re-installed into new cabinet.

Contractor shall provide and install a new traffic signal cabinet Type R TS2 Type 1 and McCain ATC EX2 (NEMA) TS2 Type 2 controller with Fourth Dimension D4 traffic signal controller software, surge suppressor (Tripplite, model ISOBAR6ULTRA), Cisco Model IE-2000 network switch with power supply and Small Form Factor Pluggable Modules, and all auxiliary devices as indicated on the plans and these specifications.

Contractor shall install new traffic signal cabinet on existing foundation. Contractor re-connect all vehicle and pedestrian display conductors, detector lead-in cables, fiber optic cables, power cables, and all other cables/conductors that were disconnected from existing cabinet (removed by contractor) to the new cabinet. Contractor shall make all conductor and cable connections for a fully functional traffic signal cabinet.

Contractor shall extend new conduits and conductors into the new traffic signal cabinet.

Work also includes the Traffic Signal turn-on process.

The traffic signal cabinet, controller and all components, network switch, hardware, auxiliary equipment and D4 software shall be procured, tested and certified, loaded and installed by the Contractor. All traffic signal cabinet and controller assemblies shall be delivered directly to the Contractor warehouse within the greater Sacramento area. The City of Sacramento is not receiving any materials nor storing any materials for this project. Contractor shall validate all equipment is received from the Manufacturer/Distributor with the invoice and these Special Provisions. The City of Sacramento will provide the signal timing digital .dat file. The contractor shall pickup the digital file at the Pre-Construction meeting.

Video Detection

Contractor shall disconnect the existing video detection system and re-install into new cabinet. Contractor's representative from Econolite shall be on-site to disconnect and configure the video detection system. The detection zones shall be programmed as shown on the planset. The video detection system shall be configured by the Contractor to detect vehicles and bicycles. The system

shall be programmed to provide stopbar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to ensure the detection calls are being inputted into the controller. In general, the Contractor shall perform the following, in addition to the work shown on the planset and these specifications:

- 1) Disconnect existing video detection system from existing cabinet.
- 2) Re-install the video detection equipment in the cabinet.
- 3) Re-install the Vision Comm Manager.
- 4) Contractor to install power to all equipment
- 5) Terminate the video detection cable on the Vision Comm manager, Install Cat 5 Ethernet cable between the Vision Comm Manager and network switch and traffic signal controller, and Install SDLC cable between the Vision Comm Manager and traffic signal controller.
- 6) Re-configure the video detection system with the zones shown on the planset to detect vehicles and bicycles.

GPS EV

Contractor shall disconnect the existing GPS EV and re-install into new cabinet. Contractor to relocate GPS EV equipment to new cabinet. A representative from the GPS emergency vehicle company shall re-configure the system.

CCTV

Contractor shall provide and install a new CCTV Camera system and all components as specified in these Specifications and Plans. Contractor to provide and install new Category 6 outdoor rated communication cable thru new and existing conduits, pull boxes, and into the traffic signal cabinet. Contractor to provide and install new mounting hardware for the CCTV. CCTV camera shall be installed on the mastarm or shaft of the traffic signal standard, as specified in the Planset. CCTV camera system shall include the Axis Multidirectional Panoramic IP Camera, High Power PoE Mid-Span power injector, outdoor rated Cat 6 cable, mounting brackets for the traffic signal shaft and mastarm applications, and all connectors. Final termination of CCTV shall occur when the replacement traffic signal is fully operational. Work also includes removing and salvaging existing CCTV camera.

FIBER

Contractor shall disconnect existing fiber optic cable from the existing traffic signal cabinet. Contractor shall remove existing fiber patch panel. Contractor shall re-install the fiber patch panel into the new traffic signal cabinet. Contractor shall re-connect the fiber optic cable to the fiber patch panel.

SIGNAL PHASING

Contractor shall re-wire the cabinet with the phasing indicated on the Phase Diagram.

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.

<u>Payment</u> 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.

2.36 TRAFFIC SIGNAL MODIFICATION AT FRANKLIN BLVD AND BOYCE DRIVE

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

Contractor shall provide and install new pull boxes, conduit, conductors, detector lead-in cables, detector handholes, detector loops, and pull rope and other equipment listed in these special provisions and specified in the planset. Construction work also includes removing conductors, cables, pull boxes and abandoning conduits.

Pushbutton and Post

Contractor shall also provide and install pedestrian pushbuttons and pedestrian posts with foundations as shown in the plans and specified in these Special Provisions. The pushbutton shall be manufactured by Polara Enterprises: Polara 2 Wire iDS29UB1-Y PPB w/iDetect. Contractor shall have a Polara Enterprise representative program the pushbutton. Contractor shall make all wire and conduit connections for a fully functional system.

Traffic Signal Display

Contractor shall remove and dispose of existing traffic signal displays and mounting brackets. Contractor shall install new traffic signal displays and mounting brackets. Traffic signal displays shall be 12" LED with clear lens (not tinted), tunnel louvers, backplates with 2 inch retroreflective yellow border by 3M corporation, mounting brackets, and all appurtenances shown on the Plans and called for in these Special Provisions to ensure a complete installation and functioning traffic signal system. Contractor shall also provide and install new 2 inch retroreflective yellow border on all existing traffic signal displays to remain. Contractor shall weld new tenon on traffic signal arm as indicated on planset for new traffic signal display. In addition to the new tenon, Contractor shall provide new conductors for the new display to the traffic signal cabinet.

Cabinet and Controller Type R and ATC EX2

Contractor shall remove and salvage existing traffic signal cabinet. Contractor shall disconnect all conductors and cables. The existing CCTV and GPS EV, detector loops, fiber patch panel, fiber optic cables, vehicle display and pedestrian cables, power cables, and all other cables/conductors shall be disconnected and re-installed into new cabinet.

Contractor shall provide and install a new traffic signal cabinet Type R TS2 Type 1 and McCain ATC EX2 (NEMA) TS2 Type 2 controller with Fourth Dimension D4 traffic signal controller software, surge suppressor (Tripplite, model ISOBAR6ULTRA), Cisco Model IE-2000 network switch with power supply and Small Form Factor Pluggable Modules, and all auxiliary devices as indicated on the plans and these specifications.

Contractor shall install new traffic signal cabinet on existing foundation. Contractor re-connect all vehicle and pedestrian display conductors, detector lead-in cables, fiber optic cables, power cables, and all other cables/conductors that were disconnected from existing cabinet (removed by contractor) to the new cabinet. Contractor shall make all conductor and cable connections for a fully functional traffic signal cabinet.

Contractor shall extend new conduits and conductors into the new traffic signal cabinet.

Work also includes the Traffic Signal turn-on process.

The traffic signal cabinet, controller and all components, network switch, hardware, auxiliary equipment and D4 software shall be procured, tested and certified, loaded and installed by the Contractor. All traffic signal cabinet and controller assemblies shall be delivered directly to the Contractor warehouse within the greater Sacramento area. The City of Sacramento is not receiving any materials nor storing any materials for this project. Contractor shall validate all equipment is received from the Manufacturer/Distributor with the invoice and these Special Provisions. The City of Sacramento will provide the signal timing digital .dat file. The contractor shall pickup the digital file at the Pre-Construction meeting.

Video Detection

Contractor shall provide and install the following video detection equipment: Autoscope Vision Video Detection Camera, Econolite 28" riser pole and mounting hardware, Econolite Video Detection Cable (3-wire), Vision Comm Manager, SDLC Cables, and Ethernet Cables. An Econolite Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The video detection system shall be configured by the Contractor to detect vehicles and bicycles. The system shall be programmed to provide stopbar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to ensure the detection calls are being inputted into the controller. In general, the Contractor shall perform the following, in addition to the work shown on the planset and these specifications: a) Provide and Install the video detection camera on the traffic signal mastarms with the 28" riser pole and mounting hardware, b) Provide and Install the video detection cable from the video detection camera thru the mastarm, conduits, pull boxes, to traffic signal controller. No splices between the camera and traffic signal controller, c) Provide and Install the Vision Comm Manager. Contractor to install power to all equipment, d) Terminate the video detection cable on the Vision Comm manager, e) Provide and Install Cat 5 Ethernet cable between the Vision Comm Manager and network switch and traffic signal controller, and f) Provide and Install SDLC cable between the Vision Comm Manager and traffic signal controller.

GPS EV

Contractor shall disconnect the existing GPS EV and re-install into new cabinet. Contractor to relocate GPS EV equipment to new cabinet. A representative from the GPS emergency vehicle company shall re-configure the system.

CCTV

Contractor shall provide and install a new CCTV Camera system and all components as specified in these Specifications and Plans. Contractor to provide and install new Category 6 outdoor rated communication cable thru new and existing conduits, pull boxes, and into the traffic signal cabinet. Contractor to provide and install new mounting hardware for the CCTV. CCTV camera shall be installed on the mastarm or shaft of the traffic signal standard, as specified in the Planset. CCTV camera system shall include the Axis Multidirectional Panoramic IP Camera, High Power PoE Mid-Span power injector, outdoor rated Cat 6 cable, mounting brackets for the traffic signal shaft and mastarm applications, and all connectors. Final termination of CCTV shall occur when the replacement traffic signal is fully operational. Work also includes removing and salvaging existing CCTV camera.

FIBER

Contractor shall disconnect existing fiber optic cable from the existing traffic signal cabinet. Contractor shall remove existing fiber patch panel. Contractor shall re-install the fiber patch panel into the new traffic signal cabinet. Contractor shall re-connect the fiber optic cable to the fiber patch panel.

SIGNAL PHASING

Contractor shall re-wire the cabinet with the phasing indicated on the Phase Diagram.

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.

<u>Payment</u> 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.

2.37 TRAFFIC SIGNAL MODIFICATION AT FRANKLIN BLVD AND BROOKFIELD DRIVE

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

Contractor shall provide and install new pull boxes, conduit, conductors, detector lead-in cables, detector handholes, detector loops, and pull rope and other equipment listed in these special provisions and specified in the planset. Construction work also includes removing conductors, cables, pull boxes and abandoning conduits and detector loops.

Pushbutton and Post

Contractor shall also provide and install pedestrian pushbuttons and pedestrian posts with foundations as shown in the plans and specified in these Special Provisions. The pushbutton

shall be manufactured by Polara Enterprises: Polara 2 Wire iDS29UB1-Y PPB w/iDetect. Contractor shall have a Polara Enterprise representative program the pushbutton. Contractor shall make all wire and conduit connections for a fully functional system.

Traffic Signal Display

Contractor shall provide and install new 2 inch retroreflective yellow border on all existing traffic signal displays to remain.

Cabinet and Controller Type R and ATC EX2

Contractor shall remove and salvage existing traffic signal cabinet. Contractor shall disconnect all conductors and cables. The existing video detection system, CCTV and GPS EV, detector loops, fiber patch panel, fiber optic cables, vehicle display and pedestrian cables, power cables, and all other cables/conductors shall be disconnected and re-installed into new cabinet.

Contractor shall provide and install a new traffic signal cabinet Type R TS2 Type 1 and McCain ATC EX2 (NEMA) TS2 Type 2 controller with Fourth Dimension D4 traffic signal controller software, surge suppressor (Tripplite, model ISOBAR6ULTRA), Cisco Model IE-2000 network switch with power supply and Small Form Factor Pluggable Modules, and all auxiliary devices as indicated on the plans and these specifications.

Contractor shall install new traffic signal cabinet on existing foundation. Contractor re-connect all vehicle and pedestrian display conductors, detector lead-in cables, fiber optic cables, power cables, and all other cables/conductors that were disconnected from existing cabinet (removed by contractor) to the new cabinet. Contractor shall make all conductor and cable connections for a fully functional traffic signal cabinet.

Contractor shall extend new conduits and conductors into the new traffic signal cabinet.

Work also includes the Traffic Signal turn-on process.

The traffic signal cabinet, controller and all components, network switch, hardware, auxiliary equipment and D4 software shall be procured, tested and certified, loaded and installed by the Contractor. All traffic signal cabinet and controller assemblies shall be delivered directly to the Contractor warehouse within the greater Sacramento area. The City of Sacramento is not receiving any materials nor storing any materials for this project. Contractor shall validate all equipment is received from the Manufacturer/Distributor with the invoice and these Special Provisions. The City of Sacramento will provide the signal timing digital .dat file. The contractor shall pickup the digital file at the Pre-Construction meeting.

Video Detection

Contractor's representative from Econolite shall be on-site to disconnect and configure the video detection system. The detection zones shall be programmed as shown on the planset. The video detection system shall be configured by the Contractor to detect vehicles and bicycles. The system shall be programmed to provide stopbar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work with City

of Sacramento Traffic Signal Maintenance Shop to ensure the detection calls are being inputted into the controller. In general, the Contractor shall perform the following, in addition to the work shown on the planset and these specifications:

- 1) Disconnect existing video detection system from existing cabinet.
- 2) Re-install the video detection equipment in the cabinet.
- 3) Re-install the Vision Comm Manager.
- 4) Contractor to install power to all equipment
- 5) Terminate the video detection cable on the Vision Comm manager, Install Cat 5 Ethernet cable between the Vision Comm Manager and network switch and traffic signal controller, and Install SDLC cable between the Vision Comm Manager and traffic signal controller.
- 6) Re-configure the video detection system with the zones shown on the planset to detect vehicles and bicycles.

GPS EV

Contractor shall disconnect the existing GPS EV and re-install into new cabinet. Contractor to relocate GPS EV equipment to new cabinet. A representative from the GPS emergency vehicle company shall re-configure the system.

CCTV

Contractor shall provide and install a new CCTV Camera system and all components as specified in these Specifications and Plans. Contractor to provide and install new Category 6 outdoor rated communication cable thru new and existing conduits, pull boxes, and into the traffic signal cabinet. Contractor to provide and install new mounting hardware for the CCTV. CCTV camera shall be installed on the mastarm or shaft of the traffic signal standard, as specified in the Planset. CCTV camera system shall include the Axis Multidirectional Panoramic IP Camera, High Power PoE Mid-Span power injector, outdoor rated Cat 6 cable, mounting brackets for the traffic signal shaft and mastarm applications, and all connectors. Final termination of CCTV shall occur when the replacement traffic signal is fully operational. Work also includes removing and salvaging existing CCTV camera.

FIBER

Contractor shall disconnect existing fiber optic cable from the existing traffic signal cabinet. Contractor shall remove existing fiber patch panel. Contractor shall re-install the fiber patch panel into the new traffic signal cabinet. Contractor shall re-connect the fiber optic cable to the fiber patch panel.

SIGNAL PHASING

Contractor shall re-wire the cabinet with the phasing indicated on the Phase Diagram.

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.

<u>Payment</u> 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.

2.38 TRAFFIC SIGNAL MODIFICATION AT FRANKLIN BLVD AND CREEKS EDGE WAY

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

Contractor shall provide and install new video detection system, pull boxes, conduit, conductors, detector lead-in cables, detector handholes, detector loops, and pull rope and other equipment listed in these special provisions and specified in the planset. Construction work also includes removing conductors, cables, pull boxes and abandoning conduits.

Traffic Signal Post

Contractor shall provide and install the traffic signal pole (1B) as indicated on the plans with a new foundation.

Pushbutton and Post

Contractor shall also provide and install pedestrian pushbuttons and pedestrian posts with foundations as shown in the plans and specified in these Special Provisions. The pushbutton shall be manufactured by Polara Enterprises: Polara 2 Wire iDS29UB1-Y PPB w/iDetect. Contractor shall have a Polara Enterprise representative program the pushbutton. Contractor shall make all wire and conduit connections for a fully functional system.

Traffic Signal Display

Contractor shall remove and dispose of existing traffic signal displays and mounting brackets. Contractor shall install new traffic signal displays and mounting brackets. Traffic signal displays shall be 12" LED with clear lens (not tinted), tunnel louvers, backplates with 2 inch retroreflective yellow border by 3M corporation, mounting brackets, and all appurtenances shown on the Plans and called for in these Special Provisions to ensure a complete installation and functioning traffic signal system. Contractor shall also provide and install new 2 inch retroreflective yellow border on all existing traffic signal displays to remain. Contractor shall weld new tenon on traffic signal arm as indicated on planset for new traffic signal display. In addition to the new tenon, Contractor shall provide new conductors for the new display to the traffic signal cabinet.

Cabinet and Controller Type R and ATC EX2

Contractor shall remove and salvage existing traffic signal cabinet. Contractor shall disconnect all conductors and cables. The CCTV and 3M Opticom, detector loops, vehicle display and pedestrian cables, power cables, and all other cables/conductors shall be disconnected and reinstalled into new cabinet.

Contractor shall provide and install a new traffic signal cabinet Type R TS2 Type 1 and McCain ATC EX2 (NEMA) TS2 Type 2 controller with Fourth Dimension D4 traffic signal controller software, surge suppressor (Tripplite, model ISOBAR6ULTRA), Cisco Model IE-2000 network switch with power supply and Small Form Factor Pluggable Modules, <u>fiber patch panel</u>, and all auxiliary devices as indicated on the plans and these specifications.

Contractor shall install new traffic signal cabinet on existing foundation. Contractor re-connect all vehicle and pedestrian display conductors, detector lead-in cables, fiber optic cables, power cables, and all other cables/conductors that were disconnected from existing cabinet (removed by contractor) to the new cabinet. Contractor shall make all conductor and cable connections for a fully functional traffic signal cabinet.

Contractor shall extend new conduits and conductors into the new traffic signal cabinet.

Work also includes the Traffic Signal turn-on process.

The traffic signal cabinet, controller and all components, network switch, hardware, auxiliary equipment and D4 software shall be procured, tested and certified, loaded and installed by the Contractor. All traffic signal cabinet and controller assemblies shall be delivered directly to the Contractor warehouse within the greater Sacramento area. The City of Sacramento is not receiving any materials nor storing any materials for this project. Contractor shall validate all equipment is received from the Manufacturer/Distributor with the invoice and these Special Provisions. The City of Sacramento will provide the signal timing digital .dat file. The contractor shall pickup the digital file at the Pre-Construction meeting.

Video Detection

Contractor shall provide and install the following video detection equipment: Autoscope Vision Video Detection Camera, Econolite 28" riser pole and mounting hardware, Econolite Video Detection Cable (3-wire), Vision Comm Manager, SDLC Cables, and Ethernet Cables. An Econolite Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The video detection system shall be configured by the Contractor to detect vehicles and bicycles. The system shall be programmed to provide stopbar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to ensure the detection calls are being inputted into the controller. In general, the Contractor shall perform the following, in addition to the work shown on the planset and these specifications: a) Provide and Install the video detection camera on the traffic signal mastarms with the 28" riser pole and mounting hardware, b) Provide and Install the video detection cable from the video detection camera thru the mastarm, conduits, pull boxes, to traffic signal controller. No splices between the camera and traffic signal controller, c) Provide and Install the Vision Comm Manager. Contractor to install power to all equipment, d) Terminate the video detection cable on the Vision Comm manager, e) Provide and Install Cat 5 Ethernet cable between the Vision Comm Manager and network switch and traffic signal controller, and f) Provide and Install SDLC cable between the Vision Comm Manager and traffic signal controller.

3M Opticom

Contractor shall disconnect the existing 3M Opticom and re-install into new cabinet. Contractor to relocate 3M Opticom equipment to new cabinet. A representative from the 3M Opticom company shall re-configure the system.

CCTV

Contractor shall provide and install a new CCTV Camera system and all components as specified in these Specifications and Plans. Contractor to provide and install new Category 6 outdoor rated communication cable thru new and existing conduits, pull boxes, and into the traffic signal cabinet. Contractor to provide and install new mounting hardware for the CCTV. CCTV camera shall be installed on the mastarm or shaft of the traffic signal standard, as specified in the Planset. CCTV camera system shall include the Axis Multidirectional Panoramic IP Camera, High Power PoE Mid-Span power injector, outdoor rated Cat 6 cable, mounting brackets for the traffic signal shaft and mastarm applications, and all connectors. Final termination of CCTV shall occur when the replacement traffic signal is fully operational. Work also includes removing and salvaging existing CCTV camera.

SIGNAL PHASING

Contractor shall re-wire the cabinet with the phasing indicated on the Phase Diagram.

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.

<u>Payment</u> 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.

2.39 TRAFFIC SIGNAL MODIFICATION AT FRANKLIN BLVD AND SHINING STAR DRIVE (COUNTY OF SACRAMENTO STANDARDS)

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

All construction work and contractor supplied materials for Franklin Blvd and Shining Star Drive shall be constructed and manufactured to County of Sacramento standards.

Contractor shall provide and install new pull boxes, conduit, conductors and other equipment listed per County of Sacramento standards. Work also includes removing conductors, cables, pull boxes and abandoning conduits.

Pushbutton and Post

Contractor shall also provide and install pedestrian pushbuttons and pedestrian posts with foundations per County of Sacramento standards. Contractor shall have a Polara Enterprise

representative to the program the pushbutton. Contractor shall make all wire and conduit connections for a fully functional system.

Traffic Signal Display

Contractor shall remove and dispose of existing traffic signal displays and mounting brackets. Contractor shall install new traffic signal displays and mounting brackets. Traffic signal displays shall have 12" faces and be manufactured by Dialight Long Life XL15 LED traffic signal balls with clear lenses or Dialight 12" long life XOD15 LED Omni-Arrows with clear lenses. Warranty for 15 years. Backplates and louvers to meet County of Sacramento standards. Backplates shall be equipped with retroreflective yellow border by 3M corporation.

Contractor shall also provide and install new 2 inch retroreflective yellow border on all existing traffic signal displays to remain.

Cabinet and Controller

Contractor shall disconnect all conductors and cables. County of Sacramento to provide TS-2 cabinet and 2070 controller. Contractor to pickup cabinet and controller at County Corporation Yard. Contractor to install new cabinet assembly on existing foundation. Contractor shall reconnect all vehicle and pedestrian display conductors, power cables, and all other cables/conductors that were disconnected from existing cabinet (removed by contractor) to the new cabinet. Contractor shall make all conductor and cable connections for a fully functional traffic signal cabinet. All work shall be performed to County of Sacramento Standards and to the satisfaction of the County Engineer representative. Contractor to provide and install fiber patch panel into new cabinet. Work also includes the Traffic Signal turn-on process.

Video Detection

Contractor shall provide and install the following video detection equipment: Iteris Vector Next Sensors, Iteris Next Camera Sensor, Iteris Sensor Input Shelf Mount CCU, Pelco Camera brackets, 10" monitor and bracket, 15-25 PIN TS2-2070ATC Cable and Cat 53 outdoor cable and other materials listed on the planset and these specifications.

An Iteris representative shall be onsite for the installation and configuration of the Detection System at no additional cost to the City. The detection system shall be configured to County of Sacramento standards.

Emergency Vehicle Pre-Emption

Contractor shall disconnect the existing emergency vehicle pre-emption and re-install into new cabinet.

SIGNAL PHASING

Contractor shall re-wire the cabinet with the phasing indicated on the Phase Diagram.

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.

<u>Payment</u> 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.

2.40 FIBER OPTIC INSTALLATION AND MODIFICATION ON FRANKLIN BLVD FROM MACK ROAD TO A PARKWAY

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

Work includes providing and installing new fiber optic cables and tracer wire in existing and new conduits, terminating the fiber optic cables in traffic signal cabinet and splicing in fiber splice cases in pull box as indicated on the planset. Contractor to provide fiber splice cases, fiber patch panels, conduit, and pull boxes and all incidentals for a complete and functioning fiber optic system.

<u>Payment</u> 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.

2.41 FIBER OPTIC INSTALLATION AND MODIFICATION ON FRANKLIN BLVD FROM EAST PARKWAY TO FLORIN ROAD AND MUNSON WAY

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

Work includes providing and installing new fiber optic cables and tracer wire in existing and new conduits, terminating the fiber optic cables in traffic signal cabinet and splicing in fiber splice cases in pull box as indicated on the planset. Contractor to provide fiber splice cases, fiber patch panels, conduit, and pull boxes and all incidentals for a complete and functioning fiber optic system.

Work also includes installing conduit and fiber optic cabling on bridge deck median island on Franklin Blvd above Morrison Creek. Modification to the median island includes removing concrete island as indicated in the planset, installing conduits, and installing new concrete to reconstruct the median island.

<u>Payment</u> 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.

2.42 RAISED REFLECTICE BLUE MARKERS TO PLACE

Raised pavement markers shall be furnished and 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.

<u>Payment</u> shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing pavement markers as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

3. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

3.1 CITY EOUIPMENT TO BE REMOVED AND SALVAGED

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

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

3.2 CONDUIT MATERIAL

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 $2.5\% \pm 0.5\%$ 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.

3.3 CONDUIT INSTALLATION

Conduit installation shall be in accordance with Section 34-11 of the Standard Specifications and as modified by these Special Provisions. "Jet-rodding" is not permitted.

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

Conduits shall be installed by trenching or directional drilling method.

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

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

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

A. Trenching Method

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

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

B. Directional Drilling Method

Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.

Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18") below the finished grade in sidewalk areas and not less than thirty inches (30") in all other areas except as otherwise specified or directed by the Engineer.

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

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

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

3.4 CONDUCTORS

Conductors shall be in accordance with Section 34-13 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 electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.
- 4. All conductors of AWG #10 or larger shall be identified by printed and embossed labels. #1, #6, #8, #10 conductors shall be printed and embossed.
 - a) Both printed and embossed labels shall clearly identify the UL listing, insulation type, voltage rating, AWG number, and the City of Sacramento.
 - b) The printed label and the embossed label shall be placed at approximately 90 degrees separation around the center of the conductors.
 - c) Labels shall appear every one foot interval. Embossed labels shall be between 0.002" to 0.003" in depth and shall not damage the conductors. Label heights shall be no less than 3/32" for AWG #8 or larger, and shall be no less than 2/32" for AWG #10.

3.5 COMMUNICATION EQUIPMENT

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

A. Fiber Network Switch with Power Supply

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

All Cisco hardware, software, licensing, and SmartNet must be new and procured through a Cisco Gold authorized reseller and validated by the Cisco Account Manager for the City of Sacramento. Jason Kaiser is our local representative and can be reached at jakaiser@cisco.com or (408) 895-2841. All purchases must be registered with Cisco under the City of Sacramento Traffic Engineering name and contracts associated with City of Sacramento Traffic Engineering department's CCO ID's upon 30 days of procurement.

CCO ID = City of Sacramento-DOT (35036) 1019538262 Address = 915 I Street, Room 2117, Sacramento, CA 95814

The network switch shall have the following:

- Model IE-2000-8TC-G-B
- Power Supply shall be Cisco, PWR-IE50W-AC-IEC.
- Two (2) GLC-LX-SM-RGD Small Form Factor Pluggable Module
- 19" DIN Rail mount kit STK-RACK-DINRAIL

Network Switch shall meet the following requirements:

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

Power Supply for Network Switch shall meet the following requirements:

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

Small Form Factor Pluggable Module Cisco 100Base – X small Form Factor Pluggable Module - Two (2) GLC-LX-SM-RGD – Cisco device hot-swappable I/O device that plugs

into Fast Ethernet ports, dual-rate Fast/Gigabit Ethernet ports, or Gigabit Ethernet ports of Cisco Switch linking the port with the fiber cabling network or approved equal

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

Functional Test

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

B. Surge Suppressor Power Strip

Surge Suppressors shall meet the following requirements:

For Type R Cabinet, Surge Suppressors shall be manufactured by Tripp-Lite Power Protection, Model ISOBAR6ULTRA or approved equal.

• 120 VAC, 60 Hz. 3,300 joule surge protection, 135,000 Max surge Amps, 6 ft cord. 6 outlet.

Surge Suppressors are to be installed in Type R cabinet. For Type R cabinet, the Surge Suppressor shall be mounted to the cabinet channel rail, and must be wired to the load side of the 15-amp main breaker in the cabinet.

3.6 CCTV CAMERA SYSTEM

A. General

The CCTV Camera shall be AXIS P3737-PLE Panoramic Camera (Quad) system or approved equal thru product testing. The system shall include the camera, POE mid-span power injector, mounting brackets, cabling and mounting hardware.

The CCTV system for traffic monitoring shall connect to the city network through the Ethernet switch in the traffic signal cabinet. All cabling between the camera and the traffic signal cabinet shall be Category 6 (CAT6) outdoor rated communication cable.

B. Components

The camera system shall have following components:

<u>Manufacture</u>	<u>Model</u>	<u>Description</u>
	Number	
AXIS	P3737-LE	Quad Panoramic Camera
AXIS	02172-004	High power PoE Mid-Span power
	30watt	Injector
Belden	7927A	Outdoor Rates Cat6 Cable

Pelco	AB-3035	Astro-Brac for Mastarm, Luminair Arm
		mounting
AXIS	TQ6501-E	Parapet Mount
AXIS	39680	RJ45 PushPull connector
Belden	7927A	Category 6

C. Camera Interface

The camera shall connect to the traffic signal cabinet with Category 6 (CAT6) outdoor rated communication cable. All cable connections shall be CAT6 rated.

Camera power shall be over the data cable via PoE injector. All data ports shall be 100BASE-TX Fast Ethernet-port, support auto negotiation of network speed (100 MBit/s and 10 MBit/s) and transfer mode (full and half duplex). The Camera shall be automatically detected using UPnP and Bonjour standards and provide support for both IPv4 and IPv6. The camera shall support both fixed IP addresses and dynamic IP addresses.

Camera shall connect through the network to the City's existing Milestone 2016 video management control software. The camera shall be fully capable of working with Milestone software and shall allow full control of PTZ, focus, iris, and be able to present and display all video streams.

D. Communication- Power Cable and connectors

The camera shall connect PoE injector with Category 6 cable. The cable shall be Belden 7927A Multi-Conductor - Category 6 DataTuff® cable. See Outdoor Ethernet Communication cable section of these special provision. The cable shall connect to the camera with a RJ45 PushPull connector meeting IP66 environmental requirements and to the PoE injector with a standard RJ-45 connector.

E. Functional Test

The camera shall be installed and wired per the manufacturer's recommendations and shall power up and have a viewable video feed. Camera shall be fully controllable.

3.7 CATEGORY 6 OUTDOOR ETHERNET COMMUNICATION CABLE

All Ethernet communication cable placed in pole and conduits shall be Belden Part 7927A DataTuff Cat 6, 4 pair, 23awg Solid BC, PO/PVC, CMR. The cable shall have 23 AWG Bonded-Pair solid bare copper conductors, polyolefin insulation, E-Spline center member, industrial grade sunlight- and oil-resistant PVC jacket, rip cord. Sequential marking at two foot intervals. Connection for the cable it shall use Cat6 approved connectors. Cable shall meet NEC Specifications CMR, UL444, TIA 568.C.2 and NEMA WC-63.1, Category 6.

Belden 7953A

3.8 CATEGORY 6 COMMUNICATION CABLE CONNECTOR

CATEGORY 6A FIELD MOUNT PLUG, 568A/B, UTP, LARGE AWG 22-24 (0.043 - 0.063 IN.) CAPFMUL-S1 Modular Connectors - FIELD MOUNT PLUG CAT6A UTP, LARGE AWG 22-24

3.9 DETECTOR CONDUCTOR LOOP

A. <u>Loop Conductors</u>

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

B. Loop Conductor Installation

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

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

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

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

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

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

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

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

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

2. <u>Inductive Loop Sealant</u>

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 86-5.01A(5) and as directed by the Engineer.

Sackrit Method

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

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

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

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

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

C. Abandonment of Loop Conductor

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

3.10 DETECTOR HANDHOLES

Where shown on the Plans, detector loops shall be sawcut into detector handholes. Detector handholes shall be Type B and shall be installed as shown in Traffic Signals/Street Lighting

Standard Details in the Plans sheets, unless otherwise noted or directed by the Engineer. No splicing will be allowed in the detector handholes. For detector handholes to be removed, holes or depressions resulting from the removed handhole shall be filled, compacted, brought to grade, and filled to match surrounding materials.

3.11 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 insure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalies and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables. All conductors and cables shall be installed and splices shall be made in a dry environment.
- 3. The splice shall then be insulated by "Method B" of the State Standard Plans or as directed by the Engineer.

3.12 FIBER OPTIC

Fiber Optic Cable Requirements
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 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

Description	Part Number	Manufacturer	Use
12 Strand	012ZU4-T4F22D20	Corning	Per Plan
12 Strand			Per Plan
SST Drop			
(flat)	012EB4-14101A20	Corning	
24 Strand	024ZU4-T4F22D20	Corning	Per Plan
48 Strand	048ZU4-T4F22D20	Corning	Per Plan
	096EU4-T4700D20 or		Per Plan
	096EU4-T4701D20		
96 Strand		Corning	
144 Strand	144EU4-T4701D20	Corning	Per Plan
288 Strand	288EU4-T4701D20	Corning	Per Plan

Fiber Patch Cable (OS2 Jumpers)

Description	Part Number	Manufacturer	Use
1m	040402G5120001M	Corning	OS2 Jumpers
2m	040402G5120002M	Corning	OS2 Jumpers

Tracer Tape

Description	Part Number	Manufacturer	Use
		Neptco DT1250P,	Tracer Tape
Detectable		Dura line WP12LC	
Muletape	DT1250P	or equivalent	

Fiber Patch Panel for In-Cabinet Use

Type R cabinets			
Description	Part Number	Manufacturer	Description
	SPH-01P with 12		Fiber Panel for 12
	strand adapter LC		count in SPH panel.
	panel and SMFO		
Fiber Panel	pigtail		
in R Cabinet	SPH-CS12-A9-P00RE	Corning	

332 cabinets

Description	Part Number	Manufacturer	Description
	CCH-01U		Fiber Panel for 12
	(or CCH-04U patch		count in CCH panel
	panel (Rack Channel		
	standoff bracket		
	#12309-704)) with		
	CCH-CS12-A9-		
	P00RE splice cassette		
	(standard density).		
	CCH-CS24-A9-		
	P00RE splice cassette		
Fiber Panel	(high density), if		
in 332	specified.		
Cabinet		Corning	

Splice Case/Tray

Splice Case			
Description	Part Number	Manufacturer	Description
			Dome Closure
Splice Case	8006877	Coyote	6.5x22
			Long Low-Profile
Splice Tray	80805514	Coyote	for up to 96 strand
			Dome Closure
Splice Case	8006944	Coyote	6.5x17
Splice Tray	80809958	Coyote	for up to 48 strand
			In-Line Runt
Inline Runt	8006915	Coyote	Closure
Splice Tray	80809958	Coyote	For up to 48 strand

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 nonhygroscopic, 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 waterswellable 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° to 70°C, an installation temperature range of -30° to 70°C, and an operating temperature range of -40° 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.

Fiber Characteristics Table		
Parameters	SM	
Type	Step Index	
Core Diameter	8.2 μm (nominal)	
Cladding Diameter	125 μm \pm 0.7 μm	
Core-Clad Concentricity	< 0.5 μm	
Coating Diameter	$245 \mu m \pm 5 \mu m$	

Cladding Non-Circularity	< 0.7%
Defined as: [1-(min. cladding	
dia) max. cladding dia.)]x100	
Proof/Tensile Test	100 kpsi, (0.7 GPa) min.
Attenuation	
@ 1310 nm	< 0.35 dB/km
@ 1,550 nm	< 0.20 dB/km
Attenuation at the Water Peak	< 0.35 dB/km @ 1383 + 3 nm
Index of Refraction	1310 nm: 1.4677
	1550 nm: 1.4682
Chromatic Dispersion	
Zero Dispersion Wavelength	1313 nm
Zero Dispersion Slope	< 0.086 ps/(nm2*km)
Maximum Dispersion	3.3 ps/(nm*km) for 1285 - 1330 nm < 18
	ps/nm*km) for 1550 nm
Cut-Off Wavelength	< 1,260 nm
Mode Field Diameter	$9.2 \pm 0.4 \mu \text{m}$ at 1310 nm
Peterman II)	$10.4 \pm 0.5 \ \mu m$ at 1550 nm

B. 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 footage 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 then 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 with the fiber optic cable.

C. Fiber Optic Cable Testing (Bare Fiber Testing):

All testing shall be performed according to the Telecommunications Industry Association (TIA) Technical Service Bulletin TSB-140, "Additional Guidelines for Field – Testing Length, Loss and Polarity of Optical Fiber Cabling Systems."

- 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.

3.13 FOUNDATIONS TO BE ABANDONED

Foundations to be abandoned shall be in accordance with Section 34-9 of the Standard Specifications. The top part of the foundation, anchor bolts, and conduits shall be removed to a depth of two feet (2') below the surface of sidewalk or unimproved ground. The resulting hole shall be backfilled with material equivalent to the surrounding material.

3.14 PULL BOXES

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

- a. All new pull boxes shall be set in place prior to pouring any new sidewalk.
- b. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.
- c. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.
- d. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.
- e. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.
- f. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.

- g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.
- h. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked.
- i. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.

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.
- 3. Security Bolts shall be Bryce Fastener #50 Penta-Plus approved equal.
- 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.
 - o #5 PB Locklid 1324 Lid LL K-S TrxPlt Sac Glv;
 - o #6 PB LockLid 1730 Lid LL K-SD TrxPlt Sac Glv).
 - o #5 PB Sipra Corp's Lockjaw! Security lids
 - o #6 PB Sipra Corp's Lockjaw! Security lids
 - o #5 PB WESCO's Mr. Steel Security Security lids
 - o #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

3.15 TRAFFIC SIGNALS AND FITTINGS

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

A. Forms and Concrete and Debris

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

B. Vehicle Signals

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

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

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

Metal backplates shall have a 2-inch yellow retroreflective boarder for the 12" signal heads. The retroflective tape shall be manufactured by 3M for vertical mounting.

Model: 3M 3990 Series Diamond Grade VIP Reflective Sheeting.

Metal Backplate shall be louvered and painted black.

Traffic signals shall utilize tunnel visors.

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

C. Light Emitting Diode (LED) Signal Modules

LED modules shall be 12" in diameter, clear lens, and manufactured by Dialight, Leotek, Duralite, or EOI. No exceptions.

LEDs shall have full ball appearance.

Front shell shall be Clear, not Tinted.

Contractor shall warranty the LED module for a minimum of 3 years. Contractor is responsible to immediately replace the failed LED module at no cost to the City during the warranty period of 3 years.

D. LED Countdown Pedestrian Signals

LED modules shall be manufactured by Dialight, Leotek, Duralite, or EOI. No exceptions.

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

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

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

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

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

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

The pedestrian signal face shall be no less than <u>16" high</u>. Aluminum housing.

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

beginning of the flashing "Don't Walk/Raised Hand" portion of the phase and ends at the beginning of the solid "Don't Walk/Raised Hand" portion of the phase.

Modules shall have filled hand/man.

E. Mounting Hardware

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

No gaskets shall be used between the slipfitter and the traffic signal display. Seal connection with silicon gel.

F. Accessible Pedestrian Signal (APS)

If specified in the Plans, the Accessible Pedestrian Signal (APS) shall be manufactured by Polara Engineering Inc.

- Pushbutton Model: Polara 2 Wire iDS29UB1-Y PPB w/iDetect
- Control Unit: Polara iCCU-S2 for TS1, TS2 cabinets.
- Control Unit: Polara iCCU-C2 Rack Mount Control Unit for 332 cabinet.
- Interconnect Board for 332 or TS2 cabinet.
- Size of Sign: 9"x12". R10-3b (CA Sign) for Pedestrian Displays with Countdown feature.
- Housing Color: Yellow button cover.
- Custom Messages: Special Voice Message for Wait to Cross Street Name and Walk Sign is On to cross Street Name.
- Braile on faceplate.
- SDLC for TS2 Type 1 cabinets. 850-217 (50 pin harness) for TS 1 cabinets.
- Bi-directional arrow.

The main components of the MUTCD compliant APS consists of a 1) Push Button station that is installed on the traffic signal poles providing a vibrating arrow button and audible sounds , and 2) Control Unit that is installed in the traffic signal cabinet. All sounds emanate from the front and back of the push button. A sunlight-visible red LED toggles to "ON" with tactile feedback to confirm the button has been pushed. Vandal resistant designed body and pushbutton.

APS shall be installed in accordance with the City of Sacramento's APS Implementation Guidelines.

1. Push Button Station:

a. A Push Button Station receives pedestrian crossing requests and provides visual, audio, and speech pedestrian messages to aid street crossing. The Push Button Station shall be installed per the latest requirements of the California MUTCD.

The pushbutton shall be constructed of cast aluminum or equal, painted with yellow background, black crossing logo, a tactile arrow indicating the direction of crossing it services, and an integrated two-inch diameter pushbutton. When the pushbutton is activated, the pushbutton shall confirm each activation by visual, audio, and vibrotactile feedback.

- b. Audio messages shall be via integrated, sealed, and weatherproof speakers capable of emitting locator tone and speech messages. Audio output shall be up to 10 watts RMS. Each audio output shall have an automatic volume control up to 28dB. There shall be independent maximum and minimum volume settings for locator, walk, and clearance. Audible locator tone shall be at 880 Hz, 100 msec duration, 1 sec interval. Each pushbutton activation shall cause an audible click. An extended activation on any pushbutton shall mute the entire intersection except selected crosswalk. All audible tones and sounds shall be synchronized to minimize confusion and audio clutter.
- c. Vibrotactile shall be integrated into the pushbutton and shall be energized during the WALK interval.
- d. The pushbutton shall be speech message capable. When activated, speech message volume shall be adjustable up to a maximum of 89 dB and up to 5 dB above the ambient noise measured at the pushbutton level. Speech messages shall include programmable pushbutton and crossing messages. Pushbutton message shall be, "Wait to cross (name of street) at (name of other street.)" Crossing message shall be, "(Name of street.) Walk signal is on to cross (name of street.)" For exclusive pedestrian phases, the crossing message shall be, "Walk signal is on for all crossings." Speech messages shall repeat at the rate of 1 hertz from the beginning of the appropriate phase to the end of the phase.
- e. The pushbutton shall operate in temperatures between -20 to +150 degrees

2. Control Unit:

A Control Unit (CU) provides the interface between the traffic signal controller and PIUs. It passes through pedestrian crossing requests from PIUs to the controller while relaying WALK and clearance timing from the controller to PIUs. The CU shall be a shelf-mounted or rack-mounted unit compatible with TS1, TS2, and Type 2070 controllers housed in Type R or 332 -series cabinets. Each CU shall be able to control up to 12 PIUs. The CU shall interface with the controller and PIUs via optically isolated input/output up to 36 volts. The CU shall maintain system settings and diagnostic data retrievable by the System Programmer described below. The CU shall operate in temperatures between -20 to +150 degrees F.

E. Traffic Signal Standards

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

F. Battery Back-Up System (BBS)

If specified, Contractor shall provide and install the Battery Back-Up System if specified on the planset. The Battery Back-Up System shall comply with the latest California Department of Transportation specifications and requirements. The BBS shall be in complete compliance with City of Sacramento NEMA controllers and cabinets. The battery back-up unit and batteries shall be contained in a separate cabinet. Clarey Model SP1000SN (Plus) or equal. BBS shall only be provided and installed if specified in the plans.

3.16 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

3.17 TRAFFIC SIGNAL CABINET AND CONTROLLER SYSTEM – DELIVERY AND TESTING AND INSPECTION AND GUARANTEE

The traffic signal cabinet, controller and all accessories and plug-ins shall be acquired and installed and tested by the contractor/manufacturer/distributor. The cabinet assembly shall be tested as a complete unit by the contractor/manufacturer/distributor. A fully functional and certified tested traffic signal cabinet assembly shall be delivered directly to the jobsite.

The delivery and inspection of the traffic signal cabinet and controller system is as follows:

A. Delivery

- 1. All traffic signal cabinets, controllers and all components, network switch, hardware, auxiliary equipment and D4 software shall be procured, tested and certified, loaded and installed by the Contractor.
- 2. D4 software shall be procured, tested and certified, loaded and installed by the Contractor.
- 3. All traffic signal cabinet and controller assemblies shall be delivered directly to the Contractor warehouse within the greater Sacramento area. The City of Sacramento is not receiving any materials nor storing any materials for this project.
- 4. Contractor shall validate all equipment is received from the Manufacturer/Distributor with the invoice and these Special Provisions.

B. Installation of Traffic Signal Timing

- 1. The City of Sacramento shall provide the signal timing digital .dat file. The contractor shall pickup the digital file at the Pre-Construction meeting.
- 2. The Contractor shall load and program the traffic signal timing for each controller at the Contractor facility warehouse.

C. Testing and Certification

- 1. The entire traffic signal cabinet and controller assembly for each intersection with phasing shown on the Plans with all plug-ins, auxiliary components, D4 software, and intersection traffic signal timing shall be tested with a traffic signal test monitoring equipment and certified by the Contractor and Manufacturer prior to field installation. The entire assembly shall PASS all applicable tests. All plug-ins are required for Testing and Certification.
- 2. Also, the entire traffic signal cabinet and controller assembly shall be tested and certified as a complete unit under real time intersection operation and signal load conditions for a minimum of 48 hours.
- 3. The entire traffic signal cabinet and controller assembly shall be licensed in the name of the City of Sacramento. Contractor shall provide license documentation that shows the Network Switch is licensed to the City of Sacramento.
- 4. Contractor shall submit a traffic signal cabinet acceptance test record and certificate of compliance from the manufacturer. Test to include: visual inspection, cabinet power up, P.D.A test, Power Supply 24V DC, Field O/P Test, Full Operation, and includes Documentation.
- 5. Contractor shall submit a Controller Acceptance Test Record and Certificate of Compliance from the Manufacturer. Report shall include Model, Part, and serial number. D4 Software included in test. Test to include Diagnostic/Environmental Tests, Visual Inspection, Total EV Chamber cycle Time, and Final Functional Test (100 hour burn-in). All tests shall result in a PASS condition

D. Guarantee

- 1. The traffic signal controller and components/modules shall have a full warranty for manufacturer defects and workmanship, including parts and labor for a minimum of five (5) years from the date of purchase. Identification of manufacturer defects shall be determined by the city.
- 2. The Contractor guarantees all cabinet and all materials and devices of whatsoever nature incorporated in, or attached to the cabinets, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance of the project. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge or any nature whatsoever to the City.
- 3. In the event that the Contractor should fail to comply with the conditions of the foregoing guarantee within (10) days time, after being notified of the defect in writing, the City shall have the right, but shall not be obligated to repair, or obtain the repair of the defect and the Contractor shall pay to the City on demand all reasonable costs and expense of such repair. In the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, the City shall have the right to immediately repair, or cause to be repaired, such defect, and the Contractor shall pay to the City on demand all reasonable costs and expense of such repair. The

foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of the City.

E. Equipment Drawing

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

3.18 TRAFFIC SIGNAL CONTROLLER, ATC EX2, NEMA TS2 TYPE 2

A. McCain ATC EX2 - Traffic Signal Controller TS2 Type 2 NEMA

The Contractor shall supply McCain ATC EX2 NEMA controller – traffic signal controller TS 2 Type 2 NEMA with D4 software preloaded. Controller shall have SDLC ports (2) including SP3 routed to NEMA TS 2 Port 1, serial (asynchronous) on front panel (3), ENET 1:100 Base-T Ethernet switch, 1 uplink and 3 additional ports, ENET 2:100 Base-T Ethernet port dedicated for local communication, USB ports (2), display with 16 lines x 40 characters, keyboard with 7x4 keypad (28 key), shelf mount configuration and meet the following:

- NEMA TS 2-2003 v2.06
- ATC 5.2b
- NTCIP base standards (where applicable)
- The D plug shall be designed for type 90 Traconex design. See D plug section of these special provisions

B. Traffic Signal Controller Software

The Contractor shall install Fourth Dimension (D4) Traffic Signal Controller software on controller assembly. The most current version of D4 Traffic Signal Controller software, at the time of controller delivery, shall be fully configured in the controller. The traffic controller software shall collect High Resolution Controller Data recorded 10 times per second and with event codes as defined by Purdue University.

The Contractor shall provide license to the city for the D4 software and shall include basic support and integration for use of this software.

Traffic Signal Controller Software Contact is: Fourth Dimension Traffic, Eric J. Nelson, 3505 Safe Road, Suite 2309, Houston, TX 77056-7182, Phone 832-405-8577. Email: eric@advtraffic.com

C. Manuals

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

D. Warranty.

The traffic signal NEMA controller TS2 Type 2 and components/modules shall have a full warranty for manufacturer defects and workmanship, including parts and labor for a minimum of five (5) years from the date of purchase. Identification of manufacturer defects shall be determined by the city.

3.19 TRAFFIC SIGNAL CONTROLLER SOFTWARE

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

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

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

Fourth Dimension Traffic

Eric J. Nelson, 3505 Safe Road, Suite 2309, Houston, TX 77056-7182, Phone 832-405-8577.

Email: eric@advtraffic.com

General Controller Software Features

- 1. 16 phases
 - a. Three maximum times per phase with dynamic max operation
 - b. Minimum, maximum, soft recall modes
 - c. Early and delayed "Walk" timing
 - d. Conditional service during free and coordination with conditional service minimum green time
 - e. Manual control operation with selectable call, omit, and protected pedestrian clearance phases
 - f. Per phase preempt timing
- 2. 4 rings (Single intersection or two independent intersections)
- 3. 16 timed overlaps
 - a. Vehicle and pedestrian movement for each overlap
 - b. Actuated pedestrian movements
 - c. Early and delayed "Walk" timing
 - d. Pedestrian overlap rest-in-walk across multiple phases
 - e. Per overlap preempt timing
- 4. 8 transit phases
 - a. Two and three section signal head controls for light rail vehicles
 - b. Advanced warning sign control per transit phase
 - c. Recall or actuated operation
 - d. Normal or priority service

Detector Features

- 1. 64 vehicle detectors
 - a. Programmable call and extend phases
 - b. Extend and delay timing
 - c. Stop bar disconnect mode with carryover (extend) timer
 - d. Detector cross-switching
 - e. No presence and max fail detector diagnostics (disabled by TOD)
- 2. 16 queue detectors
 - a. Detects traffic backups
 - b. Capable of selecting alternate coordination patterns, selecting alternate maximum green times, or calling a preempt
 - c. Advanced green to clear vehicle movements prior to transit vehicle arrival
- 3. 16 pedestrian detectors
 - a. Programmable calls for pedestrian and vehicle phases
 - b. Pedestrian cascade mode (sequential calling of two pedestrian movements)

- 4. 8 transit detectors
 - a. Programmable calls for transit and vehicle phases
 - b. Extend and delay timing
 - c. Travel time delay
 - d. Alternate travel times by TOD
 - e. Adaptive arrival time adjustment
- 5. 32 remote transit detectors
 - a. Calls received by transit detectors at other intersections (on peer-to-peer Ethernet network)
 - b. Travel time delay
 - c. Alternate travel times by TOD
 - d. Adaptive arrival time adjustment

Coordination Features

- 1. 32 coordination patterns
 - a. Cycle time and three offsets per pattern
 - b. Flexible per phase split expansion and shrinking during transition
 - c. Fixed or floating force-offs (per phase)
 - d. Automatic permissive calculations
- 2. Single-band or multi-band permissive modes with permissive limit timer
- 3. Three pedestrian permissive modes
 - a. Programmable recalls and omits active during each pattern
 - b. Actuated coordinated phases can gap-out early and distribute unused time to movements with greater demand
 - c. Selectable reservice phases (a.k.a. "fully actuated coordination")
- 4. Multiple interconnect modes
 - a. Time based scheduler
 - b. Central system command (over twisted pair or Ethernet connection)
 - c. 120 volt interconnect cable
- 5. Master controller mode
 - a. Controller can operate as a twisted pair, Ethernet, or 120 volt cable master in the absence of a central management system

<u>Preemption Features</u>

- 1. 10 prioritized preempts
 - a. Two track clearance states, dwell state, and exit state per preempt
 - b. Permit or allow any phase and overlap individually for each preempt state
 - c. Presence preempt input with optional fail-safe interlock input

- d. "Check-in / Check-out" preempt detection option with check-out override timer
- 2. 4 soft preempts
 - a. "Step-by-step" preempt (special preempt sequence)
 - b. 8 states per soft preempt sequence (timed or actuated)
 - c. Each state allows programmable calls, omits, holds, and force-offs for each phase and overlap

Transit Priority Features

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

Status / Diagnostic Features

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

Cabinet Support

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

Protocol Support

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

E. Testing

The Contractor shall comply with electrical, environmental and testing requirements defined in the TEES. The Contractor shall comply with all testing, quality control and reporting procedures specified in the TEES.

3.20 TRAFFIC SIGNAL CABINET, TS2 TYPE 1, TYPE R

1. TS2 Type 1, Type R Cabinet

The traffic signal controller cabinet shall be a TS2 Type 1 R44 cabinet. It shall have 16 field outputs, capable of 32 input loop detection cards, 8 pedestrian input, 6 preemption inputs. Cabinet shall use SDLC communication and conform to the following:

A. State of California Specifications

Unless otherwise noted, the enclosure specification shall meet or exceed the State of California, Department of Transportation, Standard Specifications, dated 2010, Section 86-3.04A and Standard Plans, section ES-3.

B. NEMA Specifications

Unless otherwise noted, the cabinet shall adhere to the latest NEMA TS 2 Type 1 specifications.

C. City of Sacramento Specifications

The City of Sacramento traffic signal cabinet specification shall supersede any applicable parts of the State of California, Department of Transportation Standard Specifications and Standard Plans.

D. TS2 Type R Cabinet

1. Shell and Door Construction

- a) It shall be 77 inches high x 44.5 inches wide x 26 inches deep. Bolt pattern, refer to Caltrans 2006 Standard Plan ES-3A.
- b) Controller cabinets shall be constructed from type 5052-H32 bare aluminum with a dull finish and a minimum thickness of 0.125 inches and be 3R weather rated.
- c) All cabinets shall come with a ten (10) year warranty on the enclosure and cabinet wiring.
- d) Each cabinet shall be provided with two (2) lifting eyes for placing the cabinet on its foundation in the down position. Each eye opening shall have a minimum diameter of 0.75 in. Each eye shall be able to support a weight load of 1000 pounds. All exterior bolt heads shall be tamperproof type.
- e) Machine screws used for mounting equipment on doors or walls of the cabinet shall have inside nuts.
- f) The door latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75 in minimum diameter cast aluminum or zinc-, cadmium-plated steel, or stainless steel with a minimum 0.5 in shank. The padlocking attachment shall be placed at 4.0 in from the handle shank center to clear the lock and key. An additional 4.0 in minimum gripping length shall be provided.
- g) Louvers shall be located in the lower one-half of the door. All cabinets shall be supplied with pleated dirt filters (ECO/AIR E-35-S) or equivalent, capable of filtering peat dirt. The filters shall be 12" x 16" x 1".
- h) All labels shall be silkscreen or phenolic screw on type. No adhesive or sticker labels will be accepted. The font shall be Times New Roman. Font size is determined by location.

2. Cabinet Requirements

a) The field terminal blocks shall be barrier type with marker strips. Terminal blocks shall have 10-32 by 5/16-inch minimum nickel or cadmium plated brass binder head screw and square metal threaded inserts. Round knurled inserts will not be accepted.

- b) No other equipment within the controller cabinet shall use a socket that will accept a flasher or a flash transfer relay.
- c) If relays are required other than the flash transfer relay, they shall be octal relays.
- d) If MMU device is disconnected or controller power is off, the intersection shall go into flashing operation and remain in flashing operation until controller power is turned on. (THE CITY WILL NOT ACCEPT THE CABINET IF THE INTERSECTION GOES DARK INSTEAD OF FLASH.)
- e) All cables when not connected, shall not be able to touch AC field wiring terminals on load bay or power panel when not connected to device such as MMU, power supply, BIU, and controller. Cable lengths shall be secured to prevent cable reaching AC field wiring. When possible, cable length should be minimized.
- f) The cabinet shall be capable of sixty-four (64) BIU input detection channels, thirty-two (32) vehicle detector cards, forty-eight (48) output channels for eight (8) vehicle phases, four (4) pedestrian phases and four (4) overlaps.
- g) All power connectors for controller, MMU, and power supply shall be "MIL-SPEC" with no exceptions.
- h) All cables for the power supply, MMU, communication and fiber optics shall feed up from the front of the shelf.

3. Cabinet Fan and Light

- a) The controller cabinet shall have a light and fan panel mounted in the top of the cabinet. Each panel shall be equipped with two (2) electric fans with ball or roller bearings and a capacity of at least 100 cubic feet per minute each. Each fan shall be separately fused and thermostatically controlled to the requirements of Section 86 of the State Specifications.
- b) There shall be two (2) LED cabinet illumination panels. One mounts in the fan housing towards the front of the cabinet and the other under the document drawer or on either side of the drawer. Light bars should provide enough illumination to allow working in the cabinet with no other lighting with a minimum for 500 lumens per foot. The power supply for the panels shall be mounted in the top of the cabinet and shall be 24VDC. The light shall be rated 100,000 hours per LM 70. Light engine shall be fully recyclable. There shall be a door switch to turn on power to the light panels when the door is open. When the door is closed, the switch shall remove all power to the light panels. The light bar should not impede access to the load Bay, technician draw, or shelf spacing.

4. Door Alarm

a) The cabinet shall have a door actuated switch that is able to set Alarm 1 in the controller when the cabinet door is open and turns the alarm off when the door is closed. Switches shall be labeled.

5. Police Panel

a) A police panel shall be located in the upper center outside of the door. The police panel shall contain only two switches, a SIGNAL ON/OFF switch, and an AUTO/FLASH switch. Switches shall be clearly and permanently labeled. The SIGNAL ON/OFF switch shall disconnect flasher and load switch outputs to the field. The AUTO/FLASH switch shall operate in accordance with NEMA TS2-2016.

6. Maintenance Input Panel

- a) A maintenance input panel shall be mounted on the inside of the cabinet door on the back side of the police panel. The maintenance door panel shall have twelve (12) 3-position detector test input switches for each of eight (8) vehicle detector and four (4) pedestrian phases inputs. The switches shall operate as fixed, normal, and momentary, top to bottom. Six (6) pushbuttons shall be provided to test the preempt inputs and labeled RR 1, RR2, EVP 1 (3), EVP 2 (4), EVP 3 (5), EVP 4 (6). There shall be a Controller On/Off switch and an Auto/Flash switch. There shall be a three (3) position Stop Time switch; Flash Stop Time On/Off/Manual Stop Time On. T. All Maintenance switches shall be labeled.
- b) The vehicle maintenance switches shall be wired to the maintenance switch assignment panel on the left side of the cabinet. See Section 8-A-1.

c) Detector maintenance test switch input assignment.

Maintenance	To Terminal	To Terminal	Function Input
Switch			
Ø1 Door SW11	401A-B	T/F 181	BIU1B-22
Ø2 Door SW12	402A-B	T/F 182	BIU1A-23
Ø3 Door SW13	403A-B	T/F 175	BIU1B-23
Ø4 Door SW14	404A-B	T/F 176	BIU1A-24
Ø5 Door SW15	405A-B	T/F 173	BIU1B-24
Ø6 Door SW16	406A-B	T/F 174	BIU1A-19
Ø7 Door SW17	407A-B	T/F 183	BIU1A-17
Ø8 Door SW18	407A-B	T/F 184	BIU1B-17

7. Accessory Power Outlets

- a) A GFI duplex outlet shall be provided above the power panel. The outlet shall be installed in a nonmetallic enclosure with a cover plate. The GFI can optionally be placed in the maintenance input panel. The outlet shall be securely mounted to the C channel of the cabinet.
- b) Two commercial grade NEMA 5-15R non-GFI 15amp receptacles shall be installed and wired to CB-3. One outlet shall be placed on the top right side and one on the top left side of the cabinet. Outlets shall be easily accessible. The outlet surge suppressor strip shall plug into the outlet on the right side of cabinet. The outlet shall be installed in nonmetallic enclosure with cover plate. The outlets shall be securely mounted to the C channel of the cabinet.

8. Left Cabinet Wall

a) Middle Panel - Field Input Panel A:

Field Input Panel A shall contain 4 terminal blocks. All wiring termination shall use spade connector to screw down terminals.

- 1. Block 1 shall be wired to the maintenance switches and the terminal facility inputs. See Section 6 for terminal facility assignments. Wiring from terminal facility to the maintenance switch programming panel shall be long enough to allow any wire to terminate at any other maintenance switch terminal. All terminal positions shall be labeled.
- 2. Block 2 shall be wired for input termination of Opticom 700 series detector and Opticom detectors in the detector rack. All terminal positions shall be labeled.
- 3. Block 3 shall contain all necessary terminals to meet power requirements for the detection rack, BIUs, detector cards and Opticom cards. All terminal positions shall be labeled.
- 4. Block 4 shall contain terminals for eight (8) pedestrian push buttons and two (2) pedestrian common (return) wires and shall be wired to pedestrian input terminal facilities on the load bay. All terminal positions shall be labeled.

b) Bottom Panel - Field Input Panel B:

The Field Input Panel B shall be wired for loop detector rack one (1) for BIU 8 and 9. The field input panel shall be capable of sixty-four (64) Terminals (32 channels). Each detector rack slot shall have an individual terminal block. All terminal positions shall be labeled.

c) SDLC hub with a minimum of ten (10) connectors. Connects shall be DB15 with spring camp type locking.

d) One commercial grade NEMA 5-15R non-GFI 15amp receptacle outlet shall be placed on the top left side of the cabinet. See section 7.

9. Right Cabinet Wall

a) Power Panel:

The Signal controller, TS2 power supply, any other auxiliary power supplies, detector power, etc. shall be protected by the surge protector. The protection device shall be an Edco ACP340, SHP300-10 or approved equal. The surge protection device shall come with a seven (7) year warranty. The mercury contactor shall be replaced with a normally open, solid-state relay and shall be CST Crydom CWA4850, MDI HPR48A50, Omega SSRL 240AC50, or approved equal. There shall be three (3) circuit breakers, a twenty (20) Amp, for the signal circuit, a fifteen (15) Amp for the auxiliary circuit, and a fifteen (15) Amp for accessory power outlet. A fifteen (15) position earth ground bus bar and a fifteen (15) position neutral bus bar shall be provided. It may be a screw type copper bar as specified in the CalTrans spec or a compression type with holes that will accept 14-8 AWG wire. The service AC- and bond wire will terminate on the bus bars. A place will be provided for the service AC+ on a terminal strip with a field lug and it shall be an ILSCO #SLUH-35 or approved equal. A 3-position block of type Marathon CAT: 1423570, 1423307, or equal will NOT be accepted.

- b) Generator Connection: (Specification to be added at a future date)
- c) Accessory Power Outlet:

One GFI duplex outlet. See section 7.

One commercial grade NEMA 5-15R non-GFI 15amp receptacle outlet shall be placed on the top right side of the cabinet. See section 7.

d) Outlet strip:

A Tripp-Lite outlet surge suppressor strip model ISOBAR6ULTRA or approved equal and shall be installed and connected to accessory power outlet. Outlet strip shall be mounted on aluminum stock. Outlets shall be securely mounted to the C channels of the cabinet.

e) DIN Rails:

There shall be 2 DIN rails 10 inch length mounted on aluminum stock for DIN rail devices. Outlets shall be securely mounted to the C channels of the cabinet.

10. Center of Cabinet

a) Shelves:

Each controller cabinet shall be provided with three (3) shelves to house the rack mounted detectors, controller, and any other equipment supplied, mentioned in the specifications and/or shown on the plans. The bottom shelf shall allow clearance for Pullout drawer and the load bay to tilt forward. Spacing between the bottom shelf and the middle shelf shall be 8" and spacing between middle Shelf to the top shelf shall be 14". The top shelf shall be placed to provide easy access to detector rack. The bottom shelf contains the detector amplifiers, and any preemption detector cards. The middle shelf shall contain controller, MMU and power supply. The top shelf shall be reserved for future use. The shelves shall be perforated to allow air flow.

See attached Cabinet Layout drawing for mounting heights of shelves.

b) Pull-out drawer and laptop shelf:

A pull-out laptop computer shelf shall be incorporated below and attached to the bottom shelf. This pull-out shelf shall be 22" wide x 12.5 deep and provide an opening under the bottom shelf lip of 2.5" to be used as a document drawer.

c) BBS LED:

Battery On LED shall be mounted on the underside of the top shelf and shall be readily visible when the door is opened. The LED is part of the BBS relay circuitry located in the load bay. A battery backup relay shall be mounted on the load bay. When the Battery LED is active, Alarm 2 shall also be triggered.

11. Load Bay

a) Clearances:

The load bay shall have a minimum height of 13" from the bottom of the cabinet and have a minimum clearance of 3.5" off the side walls. When load bay is tilted forward it should easily clear the cabinet door opening.

b) Access:

The load bay shall be designed to fold down from the top to gain access to the back side. No part of the load bay shall stick out past the load switches.

- c) The load resistors for load switches 9 12 yellows shall be mounted on the back of the load bay.
- d) Field lugs:

Field lugs shall be supplied on all colors for each vehicle and pedestrian phase and each pedestrian pushbutton and pushbutton return. The field lugs shall be ILSCO #SLUH-35 or approved equal.

e) TS2 Output Channel Assignments:

- a. Channels 1 8 shall be assigned to Vehicle Phases 1 8.
- b. Channels 9 12 shall be assigned to Pedestrian Phases 2, 4, 6, and 8.
- c. Channels 13-16 shall be assigned to Overlap Phases A, B, C, and D.

f) BIU:

Load bay shall accommodate two (2) Bus Interface Units (BIU) and connectors in the load bay shall be mounted on PC boards.

g) BBS Flash Relay:

BBS Flash Relay shall activate when the traffic signal is running on battery and BBS system has provided an input. The relay shall active the battery on LED and Alarm 2 input. When the BBS system provides a low battery input the relay shall place the traffic signal into flash.

h) Labeling:

Load bay shall be silk screened on front, showing all positions, e.g. Ø1, Ø2. All TS2 functions and maintenance switch terminals shall be labeled on terminal facility panel. Detector rack shall be labeled. All panels shall be lables and shall be associated to the cabinet prints.

12. Detection Rack

- a) The cabinet shall have one detector rack capable of TS2 loop detector cards and Opticom discriminators.
- b) The Rack shall accommodate two BIU's, be capable of thirty-two (32) detection channels with eight (8) four (4) channel half width (1.0") detector cards or eight (8) two channel half width (1.0") detector cards.
- c) Two and Four channel cards shall be able to be mixed in the same rack.
- d) The Rack shall accommodate two (2) two channel or one (1) four channel Opticom discriminator cards for up to four EVP channels.
- e) The detector, Opticom, and BIU wiring in rack may be hard wired or PC board.
- f) The racks shall be no more than 18 3/4" wide and 5 3/4" high unless approved by engineer.

g) Detector rack shall be labeled.

13. Controller Power

- a) There shall be two (2) controller power cables.
- b) One shall be a NEMA TS1 "A" and feed from the front of the middle shelf.
- c) The other shall be a NEMA TS2-1 power connector for the traffic signal controller interface board and feed up from the back of the middle shelf with enough slack so that the controller can be turned sideways to access the cable connectors.

14. SDLC Cabling

- a) Nine (9) SDLC cables shall be provided.
- b) All SDLC cables shall be connected to the SDLC hub.
- c) All SDLC cables shall meet the requirements in NEMA TS 2 Type 1 specifications. SDLC cables shall be Belden 8104, 9506 or approved equal. Cables SDLC 10, SDLC 11, SDLC 12 shall be of sufficient length to connect devices mounted on the far side of the shelf by modifying cable ties. SDLC 10, SDLC 11, SDLC 12 cabinet and cable ties shall be easily accessible. The cable shall have metal backshell/cable clamp and have appropriate strain relief. Connects shall be DB15 with spring camp type lock.

15. Auxiliary Devices

1. General Auxiliary Devices Requirements

- a) All auxiliary devices shall conform to the Requirements of the NEMA TS2 Type 1 Standards.
- b) All components, not list as auxiliary shall be consider part of the cabinet and not individual components.
- c) The cabinet shall be equipped with all necessary auxiliary devices to operate a traffic signal with eight (8) vehicle phases, four (4) pedestrian phases and four (4) overlaps. The main auxiliary devices are listed below.

2. Load Switches

- a) The Load Switches shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 6.2.
- b) Load switches shall have a heavy-duty aluminum heat sink chassis to allow triac device to operate with the full load current. 10Amp RMS Maximum Load Current over NEMA temperature range. Operating voltage range of 60 to 135VAC.

- c) Unit shall contain three electrical independent circuits. The front of the load switch shall be provided with three indicators to show the input signal from the controller to the load switch. Maximum load current output in de-energized condition is less than 10 mA peak.
- d) Sixteen (16) Load Switches shall be supplied (8 vehicle, 4 peds, 4 overlaps). EDI Model 510 Load Switch or equal for use in NEMA TS2 Type 1 cabinet.

3. Solid State Flashers

- a) Solid State Flashers shall be in accordance with NEMA TS2 Standards, Section 6.3.
- b) Flasher shall have a heavy-duty aluminum heat sink chassis to allow triac device to operate with the full load current.
- c) 15Amp RMS Maximum Operating Load Current over full NEMA temperature range.
- d) Operating voltage range of 60 to 135VAC.
- e) A minimum of 56 flashes/minute.
- f) EDI Model 810, Reno Model Fl-200 or equal.

4. Malfunction Management Units (MMU)

- a) MMU shall be designed for use in traffic controller cabinets in accordance with NEMA TS2 Standards, Section 4.
- b) The MMU shall be a Type 16.
- c) One (1) conflict monitor shall be supplied. EDI Model MMU-16LE(IP), Econolite MMU-16, or Reno MMU-1600G.

5. Bus Interface Units (BIU)

- a) The BIU shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 8.
- b) All BIUs shall provide three separate front panel indicators for Power, Transmit, and Valid Data.
- c) Four (4) BIU's shall be supplied. Two BIU's shall be placed in the Load Bay. Two BIU's shall be placed in the Detector Rack. EDI Model 700 or Econolite BIU-64.

6. Cabinet Power Supply

- a) The cabinet power supply shall meet all TS2 Section 5 requirements.
- b) The power supply shall regulate DC power, unregulated AC power, and a line frequency reference for the Detector Rack, BIU's, load switches and auxiliary equipment.
- c) Power Supply shall have LED indicators showing output status and fuse integrity for three supply outputs.
- d) One (1) Power Supply shall be supplied. Econolite PS250 TS2, EDI Model PS200 TS2, or Reno TS-2 Power Supply.

7. Flasher Transfer Relays

- a) All Flash Transfer Relays shall be solid state and conform to the requirements of NEMA TS2 Section 6.
- b) A full complement of relays shall be supplied with cabinet to allow for maximum phase utilization.

8. Inductive Loop Detectors

- a) Four Channel Rack Mount Detector for TS2 Type 1 traffic signal cabinet.
- b) Meets NEMA TS 2 specifications.
- c) Single width (1.12" or 1.14" wide).
- d) Eight (8) inductive loop detectors shall be supplied unless otherwise specified on plans or special provisions. RENO A&E Y/2-200 four channel rack mount detector or approved equal.

16. Equipment Drawing

Equipment drawings shall comply with Section 86-1.04 of the State Specifications and these specifications, with the following changes:

The cabinet print shall not exceed (3) "D" size sheets.

Sheet one (1) shall have load bay with terminal facilities, power supply, maintenance malfunction unit (MMU), connector wiring Power Panel, fans and lights, SDLC Hub Panel, Outlet Strip, and door maintenance panel with police panel.

Sheet two (2) shall have the detector field inputs panels, detector racks, and detector maintenance switches, Opticom input panel, Opticom Field interface panel and Accessible pedestrian panel.

Sheet three (3) shall be cabinet 1ayout.

The operation manual for each component shall be provided.

Three (3) prints of the cabinet-wiring diagram shall be supplied with each controller cabinet in addition to an electronic copy. One copy of the cabinet print shall be enclosed in the document drawer under the controller shelf.

Entire cabinet schematic wiring diagram shall also be submitted in the form of an AutoCAD Drawing (.pdf will not be accepted), either on a disk or by email to jmatoba@cityofsacramento.org John Matoba, City of Sacramento, 916-808-7891.

17. Cabinet Deliver and Acceptance

Contractor Provided – Cabinet Delivered by Project

For Traffic Signal cabinet assembly delivered per City Standard 34.24 to 34.26, the contractor is responsible for providing a fully tested cabinet that meets the above specifications. The cabinet

assembly shall be assembled and tested by the cabinet manufacturer, authorized local distributor, or qualified NEMA certified signal technician to ensure proper component integration and operation. Each cabinet assembly shall be tested as a complete entity (all inputs and outputs) under signal load for a minimum of 48 hours. Each cabinet assembly shall then be tested configured for intersection under signal load for a minimum of 48 hours with traffic controller and conflict monitor running without error. If the cabinet and controller assembly fail to run, the cabinet manufacturer, authorized local distributor, or qualified NEMA certified signal technician shall exhaust all reasonable trouble shooting methods before contacting the City. All signed documents detailing the final tests performed on the cabinet shall be delivered to the City Inspector.

Cabinet assembly that passes testing shall be delivered fully ready to operate intersection in conformance to City Standard Specification, Traffic Signal Controller Assembly Testing and Inspection, section 34.24, Traffic Signal Pre-Turn On, section 34.25 and Traffic Signal Final Turn On, section 34.26.

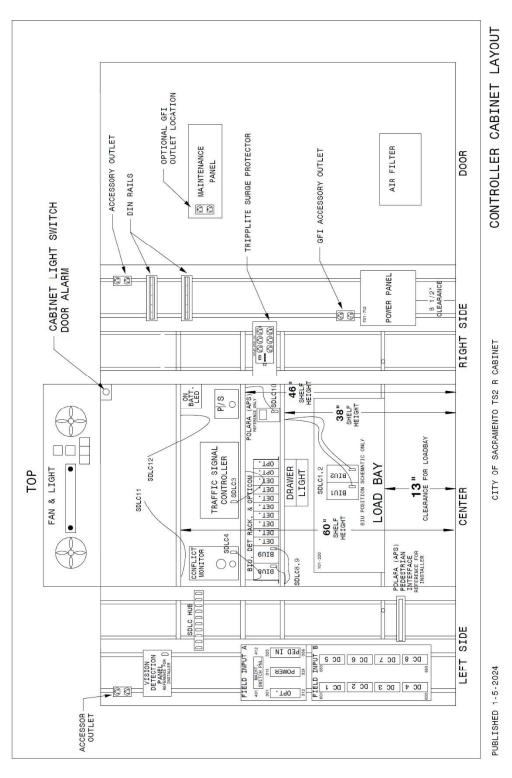
New fully tested and configured cabinet assemblies that are to be installed on new foundations shall be delivered directly to the field per 34.25 City Standard Specification.

18. Warranty

The Supplier and Manufacture of the traffic signal cabinet assembly shall provide a one year warranty of all components inside of the cabinet from the date of acceptance by the City. The manufacturer's warranty shall be supplied in writing with each component. The Supplier and Manufacture guarantees the cabinet, materials, and devices to be free of all defects of workmanship and materials. Second party extended warranties are not acceptable.

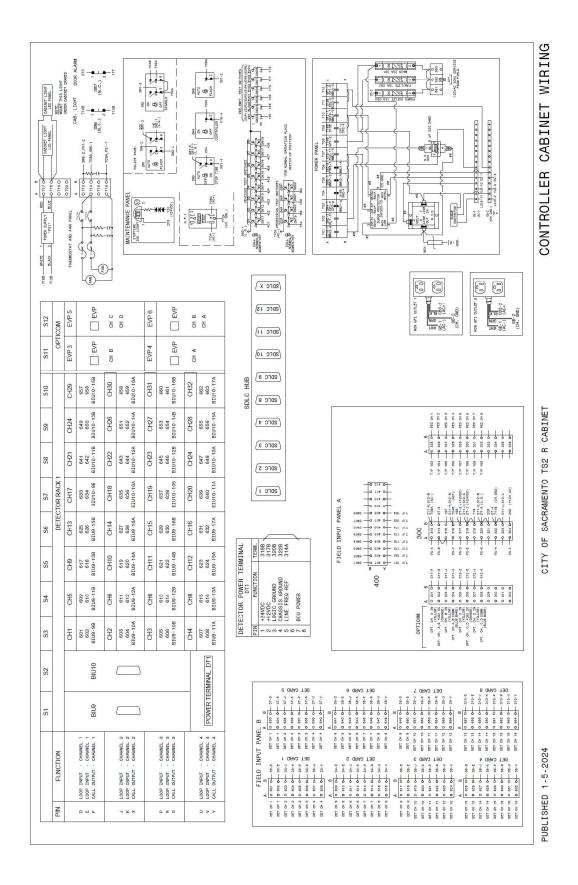
The manufacture of the cabinet enclosure and wiring shall come with a ten (10) year warranty from the date of acceptance by the City.

Edco ACP340, SHP300-10 or approved equivalent device shall come with a seven (7) year warranty.



2021 TS 2 – Type 1, Type 'R' Cabinet Layout

RING IM BAY LOAD CABINET æ T\$2 SACRAMENTO OF CITY 2024 1-5-PUBLISHED



PUBLISHED 1-5-2024

CONTROLLER CABINET SCHEDULE

R CABINET

SACRAMENTO TS2

CITY OF

3.21 VIDEO DETECTION SYSTEM – ECONOLITE VISION

In general, the video detection system shall provide real time detection of vehicles, bicycles and motorcycles entering the camera's field of view with an accuracy of 99% minimum, when compared to conventional inductive loops. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion conditions. The video detection system consists of video sensors, a communication interface panel, mounting brackets and cabling hardware. For 33X cabinet with Model 2070 controller, the video detection system will include an input/output card mounted in th (e input file.

Video Detection System Hardware

The video detection system shall be an Econolite Autoscope Vision or approved equal.

Video Sensor

The video detection system shall include a video sensor that integrates a high-definition (HD) camera with an embedded processor for analyzing the video and performing detection.

Camera and Processor

The camera shall be a color CMOS imaging array.

The camera shall have HD resolution of 720p minimum (1280x720 pixels).

The camera shall include a minimum 10X optical zoom to enable stop-line and advance detections. The optical zoom shall be remotely controllable from the TMC for temporary traffic surveillance as well as for maintenance purposes.

The camera shall have direct, real-time iris and shutter speed control by the integrated processor.

The processor shall support H.264 video compression for streaming output.

Video Sensor Enclosure Assembly

The camera and processor shall be housed in a sealed IP-67 enclosure.

The faceplate of the enclosure shall be glass and shall have hydrophilic coating on the exterior surface to reduce debris accumulation and maintenance.

The faceplate shall have a thermostatically-controlled indium tin oxide (ITO) heater applied directly on the interior surface to keep the faceplate clear of condensation, snow, ice and frost.

An adjustable aluminum visor shall shield the faceplate from the sun and extraneous light sources. The visor shall not interfere with the full 360° field of view.

An integral aiming sight shall assist in aiming the camera for the detection objectives.

A removable rear cap and cable strain relief shall seal the power connection.

The rear cap shall be tethered to the enclosure to avoid dropping the cap during installation.

The rear cap shall be fastened to the body of the video sensor with a single, captive bolt.

The rear cap and enclosure shall include Gore breathers to equalize internal and external pressure.

The sensor shall be self-supporting on manufacturer's mounting brackets for ease of installation.

Power and Communications

Power and communications for the video sensor shall be carried over a single three-conductor cable of 18 AWG minimum and with a polyethylene jacket. The cable shall be of sufficient length and slag.

Termination of the three-conductor cable shall be inside the rear cap of the enclosure on a three-position, removable Phoenix terminal block. Each conductor shall be attached to the Phoenix plug via a screw connection.

The video sensor shall operate over an input voltage range of 89 to 265 VAC at 50 or 60 Hz.

Power consumption shall be no more than 16 watts maximum including heater.

No supplemental surge suppression shall be required outside the cabinet.

All communications to the video sensor shall be broadband-over-power via the same three-conductor cable that powers the unit. Coaxial cable shall not be required.

Communications Interface Panel

The video detection system shall include an interface panel in the traffic cabinet that manages communications between the video sensors, the traffic management center, a maintenance technician, and the traffic cabinet itself.

Video Sensor Connection

The communications interface panel shall provide connection points for four video sensors.

Each sensor connection shall be a 3-pole terminal block, which supplies power and broadband-over-power communications to the sensor.

The broadband-over-power communications shall provide a throughput of 70 to 90 Mbps.

The broadband-over-power connection shall support at least 1,000 feet of cabling to the video sensor.

Each video sensor connection shall include a power switch.

There shall be an LED for each video sensor to indicate the state of the power to the sensor and an LED for each video sensor to indicate the status of communications.

Each video sensor connection shall contain a resettable fuse.

Each video sensor connection shall provide high-energy transient protection.

Traffic Operation Center (TOC) Communications

An Ethernet port shall be provided to connect to a TOC.

The TOC connection shall support 10/100/1000 Mbps Ethernet communication.

The communications interface panel shall proxy all network requests that arrive on the TOC connection to avoid unwanted network traffic from reaching the broadbandover-power network between the communications interface panel and the video sensors.

All communications to the video detection system through the TOC connection shall be to a single IP address.

Local User Communications

A wired Ethernet port shall be provided to connect the user at the cabinet to the video detection system for setup and maintenance purposes.

The maintenance port shall support 10/100/1000 Mbps Ethernet communication.

All communications to the video detection system through the maintenance port shall be to a single IP address.

The maintenance port shall support DHCP to automatically assign an IP address to the user's computer, if desired.

An 802.11g Wi-Fi access point shall allow wireless connection to the video detection system at the cabinet for setup and maintenance purposes.

All communications to the video detection system through the Wi-Fi access point shall be to a single IP Address.

The Wi-Fi access point shall support DHCP to automatically assign an IP Address to the user's computer.

The Wi-Fi access point shall include a dipole, omnidirectional antenna.

A momentary pushbutton shall allow the user to turn the Wi-Fi access point on or off.

The Wi-Fi access point shall turn itself off automatically after a period of inactivity from connected devices.

An LED shall indicate when the Wi-Fi access point is enabled.

The Wi-Fi access point shall operate simultaneously with the wired maintenance port and with the TMC connection.

Traffic Controller Connection

The communications interface panel shall provide one connection to communicate to the traffic controller through the cabinet.

The traffic controller connection shall support a TS2 Type 1 compatible SDLC interface.

The traffic controller connector shall be a 15-pin female metal shell D sub-miniature type connector to support a standard NEMA TS2 or TEES SDLC cable.

The traffic controller connection shall support a protocol interface to SDLC-capable traffic controllers (NEMA or TEES).

The traffic controller connection shall support the NEMA TS2 SDLC protocol to include up to 64 detector outputs and 32 inputs.

The traffic controller connection shall be able to connect to a wired input/output card, which supports wired I/O in cabinets without a SDLC-capable controller.

The wired I/O data communications link shall support at least 24 outputs and 16 inputs.

SDLC communications and the input/output card communication shall be able to operate simultaneously.

USB Ports

The communications interface panel shall include two USB 2.0 ports to allow system and application software installation via portable media without removing the communication interface panel from the cabinet.

Power

The communications interface panel shall accept input voltage in the range of 89-265 VAC, 50/60 Hz power from the transient-protected side of the cabinet.

The communications interface panel shall be protected by two slow-blow fuses. Two spares shall be attached to the panel.

Input/Output Card

The video detection system shall support an input/output card that communicates with the communications interface panel for real-time detection states and other I/O to the traffic controller. The card may reside in a standard detector rack or shelf-mount enclosure with power module.

The input/output card shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack or Caltrans TEES Input File.

The card shall occupy two slots of the detector rack.

The card shall provide four detector outputs on its rear-edge connector.

A front connector shall provide communication to the communications interface panel.

A front connector shall allow 16 inputs and 24 contact-closure detector outputs for wiring into the cabinet.

A front panel LED for each of the 16 inputs and 24 outputs shall indicate the state of the input or output.

The wired input/output card shall support optional expansion cards in other slots. Each expansion card shall support 4 outputs to the back edge of the card.

The input/output card shall support optional harnesses for connection to Input Files or C1, C4, C11, and C12 ports to support Type 170 or Type 2070 controllers.

System Software

The video detection system shall include management software for configuration, monitoring and data collection purposes.

Management Software

Management software shall be a Windows-based application.

The software shall be compatible with Windows 7 and Windows 10 operating systems or their later versions.

The software shall communicate with the video detection system via Ethernet.

The management software shall automatically determine all video sensors and communications interface panels available on the local network and populate a list of all devices.

The management software shall provide the user a means to name individual video sensors and communications interface panels.

The management software shall provide a means for the user to zoom the camera optics while viewing a live video stream.

The management software shall provide a means for the user to calibrate distances in the field of view.

The management software shall provide the user a means to create 4-sided detection zones in the field of view using either a still snapshot or live video.

The management software will overlay an outline of each detection zone over the background image.

The management software shall enable the user to:

- place detection zones anywhere in the field of view for stop line detection and/or advance detection.
- set the desired color of both the on and off states of the detection zone overlay.
- alter the size and shape of any previously created zone.
- overlap zones, either partially or fully.
- name each zone uniquely.
- assign each zone to detect vehicles, to detect bicycles, or to detect both, and to specify different outputs for each type.
- assign the same output to multiple zones such that the output will be on if any of the zones are detecting a vehicle or bicycle.
- assign a single zone to more than one output such that if a vehicle or bicycle is detected, all the assigned outputs shall be turned on.
- create at least 99 detection zones per video sensor.
- retrieve all configuration parameters from video sensors or communications interface panels.
- save all the settings for a video sensor or a communications interface panel to a laptop file.
- read or import all the settings from a previously saved configuration file for a video sensor or a communications interface panel.

- download a new version of the application software into a communications interface panel and its attached video sensors.
- monitor operation of a video sensor.
- The monitoring screen shall include a live video stream from the video sensor with at least HD 1280x720 pixel resolution.
- The monitoring screen shall show indications of detection in real time by changing the color of the detection zone.
- configure different indications for vehicle detections vs. bicycle detections when both are configured for the same zone.
- size and position the following objects anywhere on the screen and to change the color and size of text.
- An indication of when an output is on or off, along with a user-configurable name for that indicator.
- The current time in the video sensor.
- A user-configurable title or name.
- The version number of the video sensor software.
- turn the overlay graphics on or off with a single setting.

The management software shall provide a screen to monitor operation of the intersection with a quad-view video stream from the communications interface panel. The quad-view video stream shall have a resolution of at least HD 1280x720 pixels, where each of the sensor videos comprising the quad-view shall be at least 640x360 pixels.

The user shall be able to configure the order that the sensor videos appear in the quad-view.

The real-time quad-view video stream shall be capable of displaying the overlay graphics for all four sensors simultaneously.

While monitoring the video of a single video sensor or of the quad-view, the user shall be able to request a "snapshot" or single-frame image to save to a named file on a laptop.

While monitoring the video of a single video sensor or of the quad-view, the user shall be able to record a period of the video to save to a named file on a laptop.

System Functionality

Detection Performance

The video detection system shall detect the presence of vehicles in defined zones and turn on the assigned output when the vehicle is present in the zone.

Stop Line Detection

Stop-line detection accuracy shall be 99% minimum.

False-positive stop-line detection shall be 3% maximum.

Advance Detection

Advance detection zone shall be a minimum of 600' from the video sensor. The video sensor's field of view shall extend a minimum of 30' beyond the advance detection zone.

Accuracy data shall be collected over 24-hour time intervals to avoid a single lighting condition, and a minimum of one hundred (100) vehicles per lane. The calculations of detection performance will not include turning movements where vehicles do not pass through the detectors, vehicle lane-change anomalies, or where they stop short or stop beyond the combined detection zones.

Failsafe Mode

The video detection system shall provide a failsafe mode for each video sensor. If the failsafe mode is enabled, all programmed presence detection outputs for the video sensor shall be turned on, thus placing constant calls to the controller. When failsafe mode is disabled, all outputs revert to normal on/off operations.

The video sensor shall continuously monitor the overall contrast in the video. If the overall contrast falls below a preset level (such as caused by dirty faceplate, severe glare, extreme fog, or temporary ice/snow on the faceplate), the sensor shall enable the failsafe mode. When sufficient contrast is restored in the video, the sensor will disable the failsafe mode.

The communications interface panel shall continuously monitor the connectivity status of the attached video sensors. If any video sensor goes offline due to either electrical failure or internal software failure, the communications interface panel shall enable the failsafe mode for that video sensor. If the video sensor comes back online, failsafe mode shall be disabled.

Data Collection

The video detection system shall automatically collect and store traffic flow data in non-volatile memory for later retrieval and analysis. No additional hardware or software shall be necessary. The data shall include:

Vehicle counts.

Vehicle average speeds.

The management software shall be able to retrieve collected data for a specified period of time or for all currently stored data and save into a standard CSV file.

Operations Log

The communications interface panel and each video sensor shall maintain a time-stamped operations log of routine and special events in non-volatile memory for later retrieval and analysis.

Time Synchronization

The video detection system and management software shall provide three methods to synchronize the time of day clocks in the communication interface panel and the video sensors, as follows:

Manual time synchronization operation by the user, which sets the time to the current time on the laptop where the management software is running.

A configuration setting to allow the communications interface panel to automatically obtain time from the NEMA TS2 protocol on the SDLC channel and broadcast it to the video sensors.

A configuration setting to allow the communications interface panel to automatically obtain time from up to five Network Time Protocol (NTP) sources and broadcast it to the video sensors.

Video Streaming

In addition to the ability to view video streams in the management software, the user shall be able to view video from individual sensors or to view the quad-view from the communications interface panel using a third-party video player application on a tablet, smartphone or laptop computer.

Video Detection System Hardware

Equipment shall be an Econolite Autoscope Vision, or City Traffic Engineer approved equivalent prior to submitting bid.

	Qty	Hardware			
	1	Autoscope Vision (AVISION) white			
Per Leg	1	Mounting Brackets (34238G24) – 28"			
	FT	Econolite 3-wire only cable, 18 AWG, Polyethylene jacket			
		Model 1175-010 for 500 feet.			
		Model 1175-011 for 1000 feet.			
	1 Autoscope Vision Comm Manager (AVCM)				
	1	SDLC cable			
Per Intersection		Model 33550G5 for Econolite ASC2/ASC3 OR McCain ATC EX NEMA (for majority of City of Sacramento configurations). Model 33550G3 for TS2 Cabinet with SDLC Hub 15 pin to 15 pin Model 33550G8 for TS1 Cabinet with 2070 Model 33274G2 for TS2 Cabinet without an SDLC Hub			
	1 Ethernet Cable RJ-45 connectors. (200-1020-501)				
		Three (3) years System warranty from of date of acceptance			

For cabinets without SDLC hub or connections, a Vision I/O 24 Module shall be installed.

For Type R cabinet, the Autoscope Vision Comm Manager (AVCM) shall be mounted on a DIN rail attached to aluminum stock for support on the right side of the cabinet. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails. The Contractor is responsible for making all connections per manufacturer recommendations.

Installation

Camera shall be placed to minimize occlusions of left turn lanes. Occlusions can be minimized by installing the camera on the signal mast arm, in line with the lane striping between the left turn lane and the through lanes. Cameras installed on signal mast arm shall use Econolite 28" extended camera mount. At intersections where the left and through movements go together as standard operation and lefts are not intended to turn separately, the camera can be mounted on a luminaire arm with standard camera mounting bracket.

Camera shall be aimed so that the area of detection is in the top half of the video image. The farthest edge of the detector shall be at the top of the image, and at least four (4) cars shall be visible behind the stopbar, in the top half of the video image. No horizon shall be allowed in the video image.

Video detection system installed in traffic signal cabinets with network switches installed or scheduled to be installed shall use NEMA TS2 connections to controller. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to ensure that all channels are programmed and detection calls are being received by the controller.

Video detection system installed in traffic signal cabinets without network switches installed shall use NEMA TS1 and logic level connections to controller. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to ensure that all channels are programmed and detection calls are being inputted into the controller.

All penetration through signal poles or mastarms shall use Hayco Liquid \Tight Cordgrips or approved equal.

Software and Programming

An Econolite Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The system shall be programmed to provide stopbar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to insure the detection calls are being inputted into the controller.

General Aiming and Programming Notes for Video Detection

- 1. No horizon shall be allowed in video.
- 2. Camera shall be aimed such that the farthest edge of the detector is at the top of the image. Four to Five cars shall be visible between the stopbar and the top of the video image.
- 3. The Camera shall be rotated so the stopbar is horizontal in the video image.
- 4. Detection Zone shall be approximately 65' long or 2 cars.
- 5. Maximum detectable width is 6 lanes and bike lane.
- 6. Detector labels shall include assigned phase number and assigned channel number.
- 7. The phase status shall be displayed.

Technical Support & Warranty

1. All hardware associated with the video detection system shall be warranted for a minimum of three years.

- 2. The vendor shall provide all firmware and software upgrades to the City of Sacramento free of charge during the warranty period of the product.
- 3. Technical support shall be free of charge during the warranty period of the product.
- 4. Vendor shall provide 24/7 technical support.
- 5. Vendor shall provide training in the operation, setup, and maintenance of the video detection system, at no additional cost to the city.

3.22 WIRING

Wiring shall be in accordance with Section 34-15 of the Standard Specifications, except for the following:

- a. After taping, all splices shall be painted with an approved electrical coating that will resist oil, acids, alkalies, and adverse environmental conditions.
 - a. Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.

3.23 COUNTY OF SACRAMENTO

Construction work at Franklin Blvd and Shining Star Dr / Forest Parkway shall be constructed to County of Sacramento Standards. All materials shall meet County of Sacramento Specifications.

Conduit Installation

Conduits installed by rocksaw shall be County of Sacramento Standard Drawing 4-64.

Vehicle Displays

Vehicle heads shall be 12" faces and be manufactured by Dialight Long Life XL15 LED traffic signal balls with clear lenses or Dialight 12" long life XOD15 LED Omni-arrows with clear lenses. 15 year warranty on traffic signal modules.

Pedestrian Push Buttons

The Contractor's attention is directed to County of Sacramento Section 49-5.03, "Pedestrian Push Buttons," of the Standard Construction Specifications. The eighth paragraph of Section 49-5.03 is hereby revised as follows:

The County has preapproved the use of the following accessible pedestrian push button signal devices:

• iDS3 Accessible Pedestrian Signal by Polara Enterprises (three wire system), iDS3-CA – Caltrans Prescribed Failsafe Mode.

The eleventh paragraph of Section 49-5.03 is hereby replaced with the following:

Pedestrian push button signs shall be sign R10-3j(CA) of the latest CAMUTCD. The signs shall be metal and have an anti-graffiti coating.

County of Sacramento Standard Construction Specifications: 49-2.01 TRENCH EXCAVATION AND BACKFILL

The reference to Section 49-2.02, "Earth Saw Trenching," in the last sentence of the first paragraph shall be revised to "Section 49-2.02, 'Trenching and Boring."

49-2.02 TRENCHING AND BORING

Section 49-2.02 shall be renamed "Trenching and Boring" and replaced with the following language and two subsections, Section 49-2.02.A, "Earth Saw Trenching," and Section 49-2.02.B, "Directional Bore."

Conduit for signals, lighting, and electrical systems may be installed by earth saw trenching or directional bore and shall conform to these Specifications.

49-2.02.A EARTH SAW TRENCHING

A new subsection, 49-2.02.A, "Earth Saw Trenching" is to be added after Section 49-2.02 and willuse the existing language from 49-2.02 of the current specification, except as modified below. Note: references below are to the current specification numbering of 49-2.02.

The second paragraph of Section 49-2.02, "Earth Saw Trenching," of the current specification ishereby deleted and replaced with the following:

The minimum trench depth shall be that which is necessary to provide for 14" minimum cover between the top of the conduit and the finished pavement grade. The trench section shall conform to Standard Drawing 4-64.

The fourth and fifth paragraphs of Section 49-2.02, "Earth Saw Trenching," of the current specification is hereby deleted and replaced with the following:

The conduit shall be placed in the bottom of the trench and the trench shall be backfilled with Minor Concrete to match the existing pavement surface. In areas that are not to receive an asphalt concrete overlay as part of the same Contract, pavement restoration shall be in accordance with Standard Drawing 4-64.

The concrete shall be, at a minimum, minor concrete conforming to Section 90-2, "Minor Concrete," of the State Specifications.

The reference to "1 inch" in the first sentence of the seventh paragraph of Section 49-2.02, "EarthSaw Trenching," of the current specification is to be revised to "2 inches".

The eighth paragraph of Section 49-2.02, "Earth Saw Trenching," of the current specification ishereby deleted and replaced with the following:

The two inch (2") asphalt concrete pavement replacement over the concrete trench backfill shall be completed no later than one (1) Working Day following placement of the concrete backfill.

Final pavement restoration shall conform to Section 14-3.01, "Trench Restoration," of these Specifications.

9-2.02.B DIRECTIONAL BORE

As noted above for new section 49-2.02, a new sub-section, Section 49-2.02.B, "Directional Bore,"

is to be added after Section 49-2.02.A and consist of the language shown below:

Prior to beginning work, the Contractor shall submit to the Agency a general work plan. Prior drilling, the Contractor shall prepare a directional bore profile showing all verified utility depths with utility required clearances and the projected bore path (elevation). The Contractorshall submit the proposed bore profile to the Agency for review and shall also request approval for any deviation from the required bore depth.

A directional bore profile, log of boring operations, and a guidance system log shall be kept onsite and up to date during boring operations. The profile must be included with the record drawings, as required by Section 11-3, "Record Drawings," of the Standard Construction Specifications.

Conduit for traffic signal interconnect and/or street lights installed by directional bore shall be be installed to a depth of 30-42" measured from the top of the conduit to finish grade. Approval from the Engineer shall be required if a depth greater than 42" is proposed, such as during the directional bore profile review and/or if unfavorable subsurface soil conditions are encounteredduring drilling operations. In no case shall the conduit depth be less than 30".

The Contractor <u>shall not</u> install traffic signal conduit using directional bore, with the exception of traffic signal interconnect conduit installed from traffic signal to traffic signal.

Any other electrical conduit installed by directional bore shall be installed to a <u>minimum</u> depth of 42" measured from the top of the conduit to finish grade.

Bore pits shall be kept at least 2' clear of the edge of any type of pavement wherever possible. Excessive use of water, such that pavement might be undermined, or subgrade softened, will not be permitted.

The directional boring equipment shall consist of a directional boring rig of sufficient capacity to perform the bore and pull back the pipe, a boring fluid mixing, delivery, and recovery systemof sufficient capacity to successfully complete the installation, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system. The directional boring equipment shall have directional control of the boring tool and have an electronic boring tool location detection system. During operation, the directional boring equipment shall be able to determine the location of the tool both horizontally and vertically. The directional boring equipment shall be equipped with a tension measuring device that indicates the amount of tension exerted on conduit during conduit pulling operations.

Boring fluid shall be composed of bentonite clay, potable water, and appropriate additives. Nohazardous additives may be used. Used boring fluid and boring fluid spilled during boring operations shall be contained and properly disposed of. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess boring fluid from containment areas to appropriate disposal facilities.

A pilot hole shall be drilled on the bore path. Upon successful completion of pilot hole, contractor will ream bore hole to a minimum of 25% and maximum of 50% greater than the outside diameter of the conduit using the appropriate tools. Contractor will not attempt to reamat one time more than the boring equipment and mud system are designed to safely handle.

After successfully reaming bore hole to the required diameter, contractor will pull the conduitthrough the bore hole. In front of the conduit will be a swivel. Once pull-back operations havecommenced, operations shall continue without interruption until conduit is completely pulledinto the bore hole. During pull-back operations, at no time shall the pull force exerted on the conduit exceed the manufacturer rated maximum pull force for the specific conduit being installed.

All excavated areas shall be backfilled to the top of the surface or trench plated by the end of each work period. Final restoration shall conform to Standard Drawing 4-64.

49-2.05 STANDARDS, STEEL PEDESTALS AND POSTS

The third sentence of the first paragraph of Section 49-2.05 of the current specification is to berevised to the following:

Street light standards shall be galvanized steel and shall conform to Standard Drawing 5-3.

The following sentence is to be added to the end of the first paragraph of Section 49-2.05 of thecurrent specification:

All 1-B poles shall be installed with coupling nuts per the State Standard Plan ES-7B.

49-2.06 CONDUIT

The first paragraph of Section 49-2.06, "Conduit," of the current specification is to be deleted andreplaced with the following:

Conduit shall conform to the State Specifications and these Specifications. Unless otherwise shown or specified in the Contract, conduit shall be rigid non-metallic.

Conduit installed in existing or proposed paved areas of streets shall be installed by earth saw trenching or directional boring conforming to these Specifications.

Conduit installed for traffic signal, lighting, or electrical, by trenching, including earth saw trenching, shall be electrical grade Schedule 40 or better.

Conduit installed for traffic signal interconnect and/or street lighting by directional boring, shall be High Density Polyethylene (HDPE). HDPE conduits shall be Type IPS SDR 11 and comply with ASTM F2160 and NEMA TC7 specifications.

The need for splicing HDPE conduit shall be minimized. Where splicing is necessary, HDPE conduit shall be spliced with mechanical joint couplings manufactured for use on HDPE conduit. The couplings shall provide an airtight and watertight connection. Conduits may also be joined by heat fusion. Heat fusion (includes electrofusion) of HDPE conduit shall be by methods recommended by the conduit manufacturer, and with equipment approved for such purpose. Equipment shall not expose conduit to direct flame. Heat fusion shall be performed by conduit manufacturer certified or other authorized personnel. A minimum of two test fusions, by each fusion operator, shall be demonstrated to the Engineer prior to performing fusion operations on any HDPE conduit to be installed.

All proposed conduits shall be a minimum of three inches (3") in diameter.

The third paragraph of Section 49-2.06 of the current specification is to be deleted and replaced with the following:

Pole risers shall be 3-inch Schedule 80 rigid non-metallic conduit unless otherwise specified.

The eleventh and twelfth paragraphs of Section 49-2.06 of the current specification

are to bedeleted and replaced with the following:

Conduit trenches shall be approximately 2" wider than the outside diameter of the conduit to be installed.

Conduit installed by trenching outside of existing or proposed pavement shall have 30" minimum cover from the top of the conduit to the finished grade. The trench shall be backfilled with compacted Class 2 aggregate base. Conduit shall not be placed under median curbing. In landscaped medians, the conduit shall be placed below the maintenance band between the inside face of the median curb and the root control barrier.

49-2.07 PULL BOXES

Section 49-2.07, "Pull Boxes," of the current specification is to be deleted and replaced with the following:

Pull boxes shall conform to the State Specifications, these Specifications, and the Standard Drawings.

Covers shall be factory-marked to indicate the contents of the pull box. Metal covers shall be marked by method "c" as described in the State Specifications.

Pull boxes for use in street lighting shall have covers with theft deterrent penta bolts. The penta-bolt shank size shall be 3/8" – 16UNC x 3-1/2".

Pull boxes shall be installed at the locations shown on the Plans and as required by these Specifications. With the exception of traffic signal interconnect conduit, for conduit runs exceeding 200 feet, pull boxes shall be spaced at maximum 200-foot intervals unless indicated otherwise. The Contractor, at the Contractor's expense, may install additional pull boxes to facilitate the Work.

Each individual street light shall have its own pull box.

The bottom of pull boxes installed in unimproved areas or in sidewalk areas shall be bedded on 6 inch minimum layer of 3/4 inch crushed rock.

All pull boxes that will or could potentially be exposed to vehicular traffic shall be trafficrated.

49-9 IP CAMERA

A new section, Section 49-9, "IP Camera," is to be added to the current specification with thelanguage and subsections shown below:

The Contractor shall furnish and install IP cameras on traffic signal poles and/or mast arms as a sindicated on the Plans. See Standard Drawing 5-21 for mounting and connection details.

The IP camera shall be AXIS Q6315-LE PTZ dome network camera, or approved equal. Camera shall connect through the County's network and all camera functions shall be fully capable of working with the County's existing Genetec Inc. Security Center software. In addition, the Contractor shall provide training for both the camera setup, including connection to the network, and operation.

The camera system shall have following components, or approved equals:

Model Number	<u>Description</u>
Q6315-LE	PTZ dome
T91B67	Pole
TQ-6501-E	Parapet mount bracket
AB-3034	Astro-Brac Clamp Kit, 1-1/2" NPS Cable Mount,
T94A01D	Pendant kit
5700-371	RJ45 PushPull connector
C5CMXT	Outdoor rated Category 5e cable, black with
T8154	60 W SFP Midspan PoE power injector
TU8001	Ethernet surge protector
	Q6315-LE T91B67 TQ-6501-E AB-3034 T94A01D 5700-371 C5CMXT T8154

All firmware found in products shall be the latest provided by the manufacturer, or of a versionas specified by the provider of the Video Management Application (VMA).

All equipment shall be tested and configured in accordance with instructions provided by the manufacturer.

Full compensation for IP Camera as specified herein shall be considered as included in the LUMP SUM price paid for traffic signal installation and/or traffic signal modification and noadditional compensation will be allowed therefor.

49-9.01 IP CAMERA MOUNTING

Mast arm mounted cameras shall be installed such that other equipment on the mast arm doesnot block the camera view.

The pole mount installation shall use stainless steel banding. For the parapet mount, discard mount base, retain and install lock nut and cable holder, and thread mount arm into mounting bracket. The cable holder in the mounting bracket shall hold the communication cable in place. The cable shall have enough slack for easy removal of the camera.

49-9.02 IP CAMERA COMMUNICATION CABLE AND CONNECTORS

The camera shall connect to the PoE midspan in the traffic signal cabinet using 4-pair Category 5e communication cable which is outdoor rated, UTP, and meets ANSI/TIA-568.2-D Category 5e, NEMA WC63.1 Category 5e, IEEE 802.3af, and IEEE 802.3at standards. The cable shallbe as specified above.

Cables shall have 5 feet of slack at the camera (stored inside the pull box closest to the pole) and 20 feet of slack at the signal cabinet (stored in the signal cabinet pull box) when connected to the Ethernet surge protector in the final configuration. Cables shall be continuous without splices from the Ethernet surge protector to the camera.

Where the cable passes through holes drilled into poles or signal mast arms, a rubber grommetshall be installed to protect the cable from damage and provide a water seal and strain relief.

The camera end of the communication cable shall use the RJ45 push-pull connector specified above. The Ethernet surge protector end of the communication cable shall use a standard crimptype RJ45 connector suitable for outdoor use. The connector shall be rated for Category 5e connections, accept AWG 22-24 size wires, and be capable of T568A/B, UTP standards. The Contractor shall terminate all cables using manufacturer's guidelines. The jacket shall insert far enough into the connector to be crimped, providing strain relief.

49-9.03 ETHERNET SURGE PROTECTOR AND PATCH CABLES

The Ethernet surge protector shall be installed between the camera and the midspan PoE injector and both the surge protector and PoE injector shall be located in the traffic signal controller cabinet.

Category 5e Ethernet patch cables are used to connect the Ethernet surge protector to the PoEmidspan and the midspan to the County network device located inside the traffic signal controller cabinet. Cat 5e patch cables shall be factory made, outdoor rated, UTP, meet ANSI/TIA-568-C.2 Category 5e standard, have molded boots to protect the RJ45 connector, and be 3 feet in length.

49-5.01.D VIDEO DETECTOR SYSTEM

Section 49-5.01.D, including all subsections, of the current specification is to be deleted and replaced with the following new section, Section 49-5.02, "Video or Hybrid Video/Radar Detection System," and its new associated subsections.

49-5.02 VIDEO OR HYBRID VIDEO/RADAR DETECTION SYSTEM

A video or hybrid video/radar detection system (detection system) shall be supplied and installed for those locations indicated in the Contract. Detection system shall be video or hybrid video/radar per these Specifications unless otherwise approved by the Agency. The detection system shall consist of:

- a. Detection units
- b. Shelf mount CCU (shall be 4 sensor capable even if less are used at initial install)
- c. Riser pole for video cameras: Pelco AG-0175, 74" tube, no color, or approved equal. Riser pole for hybrid video/radar units. Pelco AG-0169, 74" tube, no color, or approved equal.
- d. Cabling
- e. Surge protection device
- f. 10.4" diagonal color LCD video monitor with integral standIndustry standard 3-button USB mouse
- g. Appropriate SDLC connection hardware as necessary when not installed in a TS-2 Type 1 signal controller cabinet.

Detection units and CCU shall be of the manufacturer's official product line. Other hardwarelisted shall be as recommended and approved by the detection unit manufacturer.

Unless there is a bid item for a detection system, the detection system, including but not limited to specified hardware, software, warranty, maintenance, and support, is included in the lump sum price paid for the traffic signal installation, and no additional compensation will be allowed therefor.

Where indicated on the Plans for signalized intersection approaches when the vehicle detectionarea is <u>more than one hundred feet</u> from the associated stop bar, the Contractor shall supply and install a hybrid video/radar detector that can detect and differentiate vehicles and bicycles,in daylight and nighttime. The hybrid video/radar detector shall be "Iteris Vantage Vector onthe Next Platform with shelf mount CCU" or approved equal.

Where indicated on the plans for signalized intersection approaches where the vehicle detection area is <u>less than one hundred feet</u> from the associated stop bar, the Contractor shall supply and install a video detector or hybrid video/radar detector that can detect and differentiate vehicles and bicycles, in daylight and nighttime. The video detector or hybrid video/radar detector shall be "Iteris Vantage Next Camera with shelf mount CCU" or "Iteris Vantage Vector on the Next Platform with shelf mount CCU" or approved equal.

49-5.02.A INSTALLATION

After the signal poles and arms have been erected, and before any holes are drilled, the Contractor shall notify the Engineer or Inspector and the area Signal Maintenance Supervisorat least five (5) working days in advance to request approval for mounting locations of the detection units. The Signal Maintenance Supervisor, or assigned signal technician, will meet with the Contractor and finalize/approve the exact mounting locations. If the Contractor installs detection units before receiving approval, the Contractor will need to relocate the detection unit or units as determined by the County at no cost to the Agency. The locations determined could be different from those indicated

on the Plans.

The detection units shall be mounted per manufacturer's recommendations using 1" heavy stainless steel banding material. Video camera detection units shall be mounted on the signal mast arm using a six foot riser pole. Hybrid video/radar detection units shall normally be mounted directly on the signal mast arm, but may require installation on a six foot rise pole incases with a shorter signal mast arm to avoid conflict with signs or EVP detector.

The Contractor shall supply and install continuous cabling without splices from each detectionunit to the signal controller cabinet. Cabling shall be as recommended and approved by the detection system manufacturer.

Each cable shall have 10 feet of slack at the detection unit (stored inside the pull box closest to the pole) and 20 feet of slack at the signal cabinet (stored in the signal cabinet pull box) when connected and terminated in the final configuration.

The cable shall be physically supported, strain relieved, protected from chafing, and water sealed where the cable enters the mast arm, provided by a rubber grommet. The rubber grommet shall be located on the side of the mast arm facing away from the intersection and 45degrees down from horizontal. A drip loop shall be provided in the cable.

The Contractor shall install all equipment and cables (including cable terminations) external to the signal controller cabinet. The Contractor shall provide to the Agency all equipment forinside the controller cabinet at least two (2) weeks prior to signal turn on. The Agency shall install all equipment and make all cable terminations inside the signal controller cabinet, and perform initial programming and testing.

49-5.02.B WARRANTY

The supplier shall provide a three-year warranty of the detection system. During this period technical support shall be available from factory-certified personnel via telephone within 4 hours of receipt of request.

APPENDIX A

Labor Compliance Requirements for This Project

By submitting a bid for this project, you are agreeing to comply with the City's Labor Compliance Program



LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Jose R. Ledesma at jledesma@cityofsacramento.org, or Raquel Rich at rrich@cityofsacramento.org.

Each contractor and subcontractor (at all levels/tiers) is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by, the City of Sacramento.

Electronic submittal will be through a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system, currently LCPTracker.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software. If the 'comma delimited file' option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPtracker, meeting the required deadlines for those documents.

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

CITY OF SACRAMENTO



LABORCOMPLIANCE HANDBOOK 2015



City of Sacramento Labor Compliance

Introduction

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

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

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

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

SB 854 - Important Information for Contractors

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

Essentials of public works contractor registration program:

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

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

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

Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)

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

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

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

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

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

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

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

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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. <u>Please be cognizant that</u> increase <u>dates do vary.</u>

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.

<u>Double Asterisks</u> ** (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:

<u>If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee</u>

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

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

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

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

Employ registered apprentices:

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

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

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

Ratios:

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

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

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

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

Do overtime hours count toward the minimum ratio?

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

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

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

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

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

Make Training Fund Contributions:

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

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

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

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

Subject to change for most recent documentation please click on the following link: http://www.dir.ca.gov/das-DASApprenticesOnPublicWorksSummaryOfRequirements.htm

Are you exempt?

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

- 1. <u>Labor Code 1777.5</u> 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 <u>Regulations sections 230.1</u>, regarding the employment of apprentices on Public Works

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

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

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

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

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

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

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

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

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



EMPLOYMENT OF APPRENTICES

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

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

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

ALL CURRENT AND APPRETICEABLE TRADES/CRAFTS WITHIN SACRAMENTO COUNTY

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

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

This list is subject to change

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

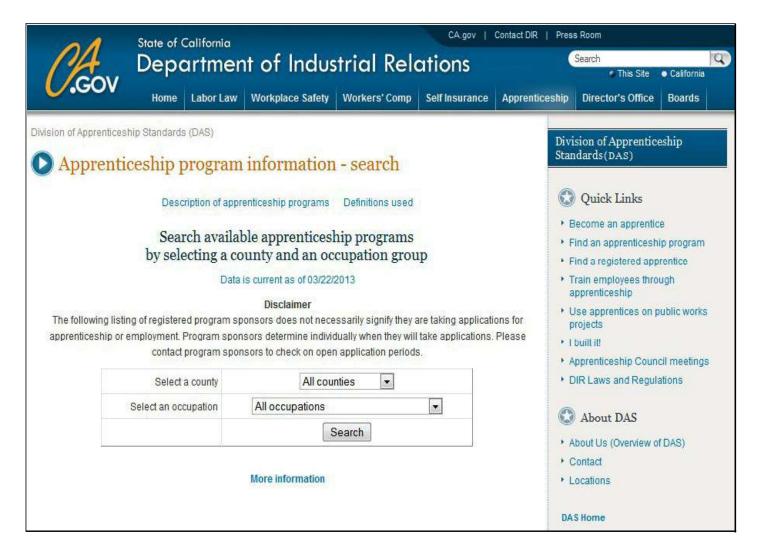
STATE OF CALIFORNIA DEPARTMENT INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS DISTRICT OFFICE

2424 Arden Way, Suite 160 Sacramento, CA 95825

APPRENTICESHIP COMMITTEES FOR SACRAMENTO COUNTY

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



(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)

CACTraining Fund Contributions

Payment of Training Fund Contributions <u>must be sent to the California Apprenticeship Council</u> (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.

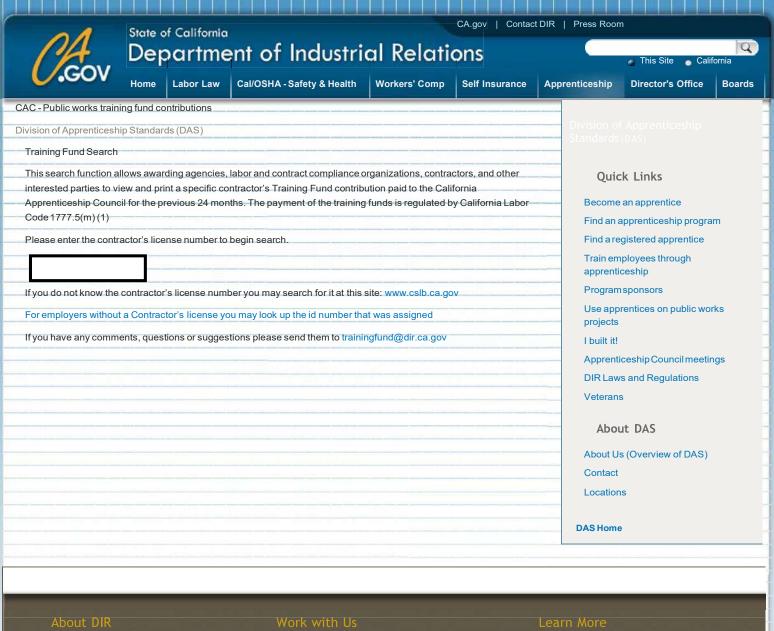
California Apprenticeship Council (CAC)

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 @ <u>www.dir.ca.gov/DAS</u> to research available apprenticeship programs by selecting a specific county and an occupation group)



Licensing, registrations, certifications & permits

Notification of actives

DIR Divisions, Boards & Commissions

Frequently Asked Questions

Public Records Act

Conditions of Use | Privacy Policy | Disclaimer | Disability accommodation | Site Help

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PRE CONSTRUCTION DOCUMENTS



CITY OF SACRAMENTO CALIFORNIA

NOTICE TO PROCEED Project #PROJECT NUMBER PROJECT NAME

DATE

PRIME NAME
PRIME ADDRESS
PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on DATE. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS) working days from the date of this notice. Forty eight hours prior to starting work, please notify the Project Manager, PM NAME at (916) 808-EXT or PM EMAIL@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENT ADDRESS
DEPARTMENT CITY, STATE ZIP
Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP

EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,		Receipt Acknowledg	ge,
CONTRACT & COMP NAME	Date	Signature	Date
Contracts & Compliance Speci	alist		

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME



Labor Compliance Requirements

DAIE:	
JOB:	
PROJECT	

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

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

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

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

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

Prevailing Wage Requirements

	All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. <i>Reference: Labor Code 1774</i>
	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. <i>References: Labor Code 1810-1815</i>
	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. **Pouble asterisk indicates that this wage determination includes predetermined increases.
П	Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.

- ⇒ The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: http://www.dir.ca.gov/dlsr/PWD/index.htm Reference: Labor Code 1773.1
- □ Contractors violating prevailing wage requirements are subject to a penalty of up to \$200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *References: Labor Code 1775 and 1742.1*

Apprentices

- All requirements of the State Labor Code, Section 1777.5 apply including the following: (This is for all contracts, work or task orders executed that are over \$30,000)
 - ⇒ Submit Division of Industrial Relations **form DAS-140**, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. This form must be uploaded into LCPtracker with proof of service included. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm
 - Submit Division of Industrial Relations **form DAS-142** Request for Dispatch of Apprentices (Prime and Sub-Contractors.) This form must be uploaded into LCPtracker with proof of service included. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm or under the e-Documents tab in LCPtracker.net
 - ⇒ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. CAC-2 Form and are due monthly by the 15th.
 - **Training Fund Contribution Letter** -are **due monthly by Prime and Sub- Contractors**. (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)
 - Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.
- ☐ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. The apprentice certificate is to be uploaded into LCPtracker prior to approval. *References: Labor Code 1777.5; Contract Provision*
- ☐ Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

Certified Payroll Records

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

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

Listing of Subcontractors

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

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

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

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

Pav 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.

comply with the foregoing prevailing requirements will subject it to the per		understands that failure to comply	with these
, ,			
Contractor Signature	_ Title	 Date	

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will



Start-Up Documents Due Prior to Start of Construction:

1. Certification Statement of Contractor:

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

2. Authorization Letter for Signing Certified Payroll

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

3. FORM 300 List of all Subcontractors and Suppliers:

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

4. Checklist of Labor Law Requirements:

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

5. Fringe Benefit Statement:

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

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

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

7 DAS-7- Agreement to Train Apprentices Form:

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

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

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

REQUIRED FORMS PRIOR TO CONSTRUCTION



Classification Worksheet

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

Project Name	
Project Number	
Contractor Name	
Contact Name	
Contact Phone	
Contact Email	
CSLB/Certificate#	
Classification(s) be	ing Utilized (check all that apply)
Asbestos	☐ Carpet/Linoleum
Electricians	Laborers
☐ Pile Drivers	☐ Sheet Metal
Boilermaker	☐ Cement Mason
☐ Elevator Mechanic	☐ Millwrights
☐ Pipe Trades	☐ Sound/Communication
Bricklayers	DrywallFinisher
Glaziers	☐ Operating Engineer
Plasterer	Surveyor
☐ Carpenter	☐ Drywall/Lather
☐ Iron Workers	☐ Painters
Roofers	☐ Teamster
☐ Tile Workers	Other(specify)

PLACE ON COMPANY LETTERHEAD

INSERT PRIME SUBCONTRACTOR Address To whom it may concern: I, the undersigned, hereby authorize	Date: April 25, 2014
To whom it may concern: I, the undersigned, hereby authorize	INSERT PROJECT OWNER Address
I, the undersigned, hereby authorize	INSERT PRIME SUBCONTRACTOR Address
relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by	To whom it may concern:
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)	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
Sincerely, (Company counsel or company officer's signature)	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
(Company counsel or company officer's signature)	This authorization is valid until further written notice from (COMPANY NAME).
	Sincerely,

Revised 03/22/2015

City of Sacramento PW-300 Form

upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractors information in the Prime Contractor box and list yourself as the Subcontractor. Fill Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier then a revision to the PW-300 Form is required. DIR REGISTRATION# Instructions: The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and out the information that is known. If you are a Subcontractor with lower tier subs please put your company name under the Prime Contractor field and all subs under the MANDATORY

PRIME CONTRACTOR	Project#	ProjectName	Contract#	Total Contract Amount	Estimated Start Date	Estimated Completion Date	Federal Tax ID #	State Tax ID #	SUBCONTRACTORSLIST		Contact Name/Phone #	Email	Description of services	Estimated Start Date:	Estimated Completion Date	LBE/EBE/DBE		Contact Name/Phone #	Email	Description of services	Estimated Start Date:	Estimated Completion Date	LBE/EBE/DBE		Contact Name/Phone #	Email	Description of services	Estimated Start Date:	Estimated Completion Date	LBE/EBE/DBE	Add additional pages if necessary.
PRIME CO									SUBCONTR																						Add additional (
	Date	Name	Address:	City, State, Zip	Contact Name/Phone #	Email	DIR Registration #	Contractor Lic. #		SUBCONTRACTOR	Name	Address:	City, State, Zip	Contractor Lic. #	DIR Registration #	Contract \$ Value	SUBCONTRACTOR	Name	Address:	City, State, Zip	Contractor Lic. #	DIR Registration #	Contract \$ Value	SUBCONTRACTOR	Name	Address:	City, State, Zip	Contractor Lic. #	DIR Registration #	Contract \$ Value	

Revised 03/22/2015

City of Sacramento PW-300 Form

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

3 of 3

Revised 03/22/2015

City of Sacramento PW-300 Form

Add additional pages if necessary.	SUPPLIERS LIST	Contact	Phone	Email	\$ Amount		Contact	Phone	Email	\$ Amount		Contact	Phone	Email	\$ Amount		Contact	Phone	Email	\$ Amount		Contact	Phone	Email	\$ Amount		Contact	Phone	Email	\$ Amount	Add additional pages if necessary.
Add addii	ns																														Add addi
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Signature: I have completed the documentation accurately and to the best of my knowledge.

Date:

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the Prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAN	ME (print)Date
	panyPhone
Addr	ess
City_	StateZip Code
Proje	ect ManagerSuperintendent/Foreman
	ified PayrollPhone/Ext
	ractor License NO Specialty License NO
	insured Certificate NO. Workers Comp policy NO.
	ect NAMEProject #/Bid Package#
lf Su	bcontracting, List your prime/general Contractor
	Contract Award Amount
	e Federal AND State Labor LAW requirements Applicable to the Contract Are Composed OF, But Not nited to, the Following:
	Payment of Prevailing Wage Rates
	The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. Labor Code Section 1770 et seq.
	The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.
	Apprentices
	It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of <i>Labor Code Section 1777.5</i> , 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 <i>Labor Code Sections 1775; 1776; 1777.1; 1777.7and1813.</i>
	Certified Payroll Reports
	under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name,

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

address, social security number and work classification of each employee and owner performing work; also the straight time and

the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

Given week, the certified payroll report shall be annotated: "No work" for that week or a Non-performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776.

Under Labor Code Section 1776(a) there are penalties required for contractor's/subcontractor's

	failure to maintain and submit copies of certified payroll records on request.
	Nondiscrimination in Employment
	There exist prohibitions against employment discrimination under <i>Labor Code Sections 1735 and 1777.6</i> , The <i>Government Code</i> , the <i>Public Contracts Code</i> , and <i>Title VII of the Civil Rights Act of 1964.</i>
	Kickbacks Prohibited
	Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under <i>Labor Code Section</i> 1778.
	Acceptance of Fees Prohibited
	There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under <i>Labor Code Section 1779</i> ; or for filling work orders on public works contracts pursuant to <i>Labor Code Section 1780</i> .
	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 <i>Government Code Section 4104</i> .
	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 <i>Labor Code Section 1021</i> and under the California Contractor License Law found at <i>Business and Professions Code Section 7000 et seq</i> .
	Unfair Competition Prohibited
	Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under <i>Business and Professions Code Sections 17200 to 17208</i> .
	Workers Compensation Insurance
	Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.
	OSHA
	Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.
	Proof of Eligibility/Citizenship
	The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.
	Itemized Wage Statement
	Labor Code Section 226 requires that employees be provided with itemized wage statements.
Се	rtification
l ac	knowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this
cen	tification on behalf of
l ful	(Company Name) ly understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as
	if understand that failure to comply with any of the above requirements may subject me, of my company, to penalties as vided above.

(Signature)

(Signature)

Awarding Agency /Labor Compliance program

(Date)

(Date)



Statement of Employer Payments "Fringe Benefit Statement"

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the below contract, the hourly rates for fringe benefits, payment made for employees on the various classes of work are tabulated below. If you use other plans not listed above, you may use the next page to provide this additional information. If the contributions are paid to the employee in cash please list the hourly amount in the corresponding category. Training Fund Contributions can never be paid to the employee directly.

` <u></u>	In	Reply,	Refe	r	to	Case	No.:	
Prime:								
Subcontractor: PROJECTNAME:	·							
PROJECT NAME: PROJECT CONTRACT NO.:				County/location:				
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		HEALT	HANDWELFA	RE				
NAME OF PLAN			Address, City	, State, Zip	o			
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ADMINISTRATOR			Address, City,					
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OTHER _Address, City, State, Zip NAME OF PLAN ADMINISTRATOR Address, City, State, Zip CLASSIFICAITON(S) USED/EFFECTIVE DATE CONTRIBUTIONPERCLASSIFICATION/PERHOUR CONTRIBUTIONS: WEEKLY **□** MONTHLY □ OUARTERLY □ ANNUALLY □ **OTHER** NAME OF PLAN Address, City, State, Zip ADMINISTRATOR Address, City, State, Zip CLASSIFICAITON(S) USED/EFFECTIVE DATE CONTRIBUTION PERCLASSIFICATION / PERHOUR CONTRIBUTIONS: WEEKLY 🗖 MONTHLY □ QUARTERLY 🗖 ANNUALLY 🗖 **OTHER** NAME OF PLAN _____Address, City, State, Zip ADMINISTRATOR______Address, City, State, Zip CLASSIFICAITON(S) USED/EFFECTIVE DATE CONTRIBUTIONPERCLASSIFICATION/PERHOUR CONTRIBUTIONS: WEEKLY 🗖 MONTHLY □ QUARTERLY 🗖 ANNUALLY 🗖 **OTHER** NAME OF PLAN _Address, City, State, Zip ADMINISTRATOR Address, City, State, Zip CLASSIFICAITON(S) USED/EFFECTIVE DATE CONTRIBUTIONPERCLASSIFICATION/PERHOUR CONTRIBUTIONS: WEEKLY 🗖 MONTHLY □ QUARTERLY 🗖 ANNUALLY 🗖 **OTHER** _____Address, City, State, Zip NAME OF PLAN ADMINISTRATOR Address, City, State, Zip CONTRIBUTION PERCLASSIFICATION/PERHOUR CLASSIFICAITON(S) USED/EFFECTIVE DATE

QUARTERLY 🗖

ANNUALLY □

CONTRIBUTIONS:

WEEKLY 🗖

MONTHLY □

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 <u>is not automatically a request for dispatch of a registered apprentice.</u>

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

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

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

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

SELECTING BOXES:

- 1. Contractor has a signed "Agreement to Train Apprentice" with an affiliated (state certified) apprenticeship committee, the contractor has apprentices *on staff* and has the ability to train apprentices.
 - a. Must provide a copy of the DAS7 agreement for verification OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.
- 2. Contractor is <u>not currently affiliated</u> 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.

Do not send this form to the Division of Apprentic	<u> </u>
NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
, , , , , , , , , , , , , , , , , , , ,	7
	APPROXIMATE DATES TO BE EMPLOYED
	AFFINOMINIALE DATES TO BE EMPLOTED
TI	_
This is not a request for dispatch of a	-
Contractors must make a separate request for actual dispatch, in accordance with Section	n 230.1(a) California Code of Regulations
Check One Of The Boxes Below	
We are already approved to train apprentices by the	
Apprenticeship Committee. We will employ and train under their Standa	Enter name of the Committee
Apprenticeship Committee. We will employ and train under their Stands	arus.
O D We will so who the the standards of	
2. We will comply with the standards of	Enter name of the Committee
Apprenticeship Committee for the duration of this job only.	Like Hame of the Committee
3. We will employ and train apprentices in accordance with the California	
including § 230.1 (c) which requires that apprentices employed on put	
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	Data
	Date
Typed Name	
Title	

State of California - Department of Industrial Relations DIVISION OF APPRENTICES HIP STANDARDS

AGREEMENT TO TRAIN APPRENTICE District No. DAS File No. NAME OF EMPLOYER CITY STATE MAILING ADDRESS (STREET AND NUMBER) ZIP CODE TELEPHONE NUMBER ADDRESS OF TRAINING LOCATION (IF DIFFERENT) 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] Ву **Printed name** Title Date THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation. **Effectiveuntil:** [SIGNED] Revoked Printed name End of Project (Enter project

Apprenticeship Consultant

name and address in Area Covered above)

Date

Date

Other

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

Date

[SIGNED]

Accepted:

REMARKS:

Title

EFFECTIVE DATE

DIVISION OF APPRENTICESHIP STANDARDS

AGREEMENT TO TRAIN APPRENTICES District No. DAS File No. MAME OF EMPLOYER MAILING ADDRESS (STREET AND NUMBER) STATE ZIE 0000 ADDRESS OF TRAINING LOCATION (IF DIFFERENT) OCCUPATION(S) NAME OF APPRENTICES HIP COMMITTEE AND STANDARDS AREA COVERED BY APPRENTICES HE 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] Printed name Title THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation. Effective until: [SIGNED] Revoked Printed name End of Project (Enter project name and address in Area Covered above) Date Title Date

MUST be signed by both Committee and DAS prior to submission

Apprenticeship Consultant

[SIGNED]

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

Accepted:

REMARKS.

DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE

Ì	Α	В	С	D	Е	Official Use
I	Gender	Ethnic	Dependents	Education	Yrs Employ	STATUS

APPRENTICE AGREEMENT



DAS 1 (REV. 4/12)

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

APPRENTICE AGREEMENT

APPRENTICE LAST NAME,	FIRST NAME	MIDDLE		SOCIAL SEC	JRITY NUMBER
APPRENTICE ADDRESS (NUMBER AND	STREET / CITY, STATE & ZIP)		BIRTHDATE (mm/dd/yyyy)	F-V	ETERAN
				Yes:	No: 🗀
				COUNTY OF RESIDENCE	
OCCUPATION				O*N	et code
OCCUPATION					el code
TERM OF APPRENTICESHIP		STRAIGHT TIME			
HoursWithin	Years			Hours per week:	40
This agreement is between t			rs per day: 8	•	40
mis agreement is between t	ne above named apprentic	c chiployed by the	ne below harned employs	or, and	
		PROGRAMSPO	NEOD		
ACREMENT: The underside	and partice mutually ear			to cooure employme	ant and training for
AGREEMENT: The undersign the apprentice. The apprentice apprentice apprentice.					
Apprenticeship Standards fo					
Apprenticeship Standards are					
the Division of Apprenticeshi					
terminated in accordance with		Ü			
The apprentice commences	participation under these	standards on th	ne date of execution of	this agreement by the	ne Apprentice. The
signatory apprentice is credi					
expected to complete trainin					
hours of on-the-job training ar	nd hours and/or units of rela	ated and supplen	nental instruction.	•	_
APPRENTICE: I, the under	rsigned apprentice, under	rstand and agre	e that there is a valid	and reasonable ne	cessity that those
academic records accumulat					
to the apprenticeship commi	tee. Further, I agree to re	elease to the app	orenticeship committee a	any other academic r	ecords which I feel
may enhance my status as ar	apprentice.				
I, the undersigned apprentice	e, hereby request that the	Administrator of	Apprenticeship termina	te any other apprenti	ceship agreements
in which I am currently registe				, , , , ,	1 0
Executed thisc	lay of	, 20by			
DAY	MONTH	YEAR	SIGNATURE OF	APPRENTICE	
AGREED TO	BY THE EMPLOYER				
			SIGNATURE OF PARE	NT OR GUARDIAN (IF APPREN	ITICE IS 16 OR 17)
			AGREED TO AND APPR	OVED BY, FOR THE CO	OMMITTEE
SIGNATURE OF EMPLOYER OR ITS	REPRESENTATIVE	TITLE			
NAME OF EMPLOYER					
TO WILL OF LIVE ESTER		SICNIATI	URE SECRETARY / CHAIR / COO	PDINATOR	DATE
ADDRESS		SIGNATO	URE SECRETART / CHAIR / COO	RDINATOR	DATE
			ACC	EPTED BY DAS	
			LIDE ADDDENTICES UP OCCUS	TANIT	DATE
for unilatoral programs and d		SIGNATI	URE APPRENTICESHIP CONSUL	IANI	DATE
for unilateral programs only] This agreement is approved	l by			for the Administrator	of Apprenticeship
agreement is approved				io. dio / tarrillionator	o. Appronitional in

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

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

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

	CALIFORNIA APPRENTICE QUESTIONNAIRE (USE INK OR BALLPOINT PEN)					
		(USE INK OR B				
Α.	Gender		C. Number of Dependents (Do not count yourself)			
	Male	Female	0			
(Ca	I. Code of Regulations, Title 8, Ch. 2, Sec. 2	215	1			
В.	Ethnic or Race Derivation (Check o	nly one)	2 Two 6 Six of More			
1	WHITE (Not of Hispanic Origin) any of the original peoples of El	A person having origins in irope, North Africa or the Middle	3 Three			
	East.		(Voluntary)			
2	BLACK (Not of Hispanic Origin) any of the Black racial groups o	A person having origins in Africa.	D. Highest Year of Education Completed			
	ASIAN OR PACIFIC ISLANDER	t A person having origins in	1 🗌 8th Grade or less 6 🗌 1 Year of College			
	any of the original peoples of the		2			
	Indian Subcontinent or the Pacit	·	3			
Δ	for example, China, Japan, Kore Asian Asian Indi		4 11th Grade 9 4 or more Years of			
В	Asian Banglade		College 5 12th Grade (or GED			
C	Asian Chinese	5111	Certificate)			
			(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)			
D	Asian Cambodia	an	E. Number of Years You Have Been Employed Full Time to Date			
6	Asian Filipino		(Except for Military Service)			
Е	Asian Hmong		0 None			
1	Asian Indonesia	n	1 Less Than 1 Year			
J	Asian Japanese		2 1 But Less Than 2 Years			
K	Asian Korean		3 2 But Less Than 3 Years			
L	Asian Laotian		4 3 But Less Than 4 Years			
М	Asian Malaysiar	ı	5 4 But Less Than 5 Years			
Р	Asian Pakistani		6 5 Years or More			
R	Asian Sri Lanka	n	(Voluntary)			
Т	Asian Taiwanes	е	F. Have You Served on Active Duty (other than reserve status) in			
U	Asian Thai		the U. S. Armed Forces?			
V	Asian Vietname	se	Yes No			
F	Native Hawaiian Fijian		If yes, Please Enter:			
G	Native Hawaiian Guamania	an	Month and Year Entered			
Н	Native Hawaiian Hawaiian		Month and Year Separated			
s	Native Hawaiian Samoan		Total Months served on Active Duty			
W	Native Hawaiian Tongan					
4	AMERICAN INDIAN OR ALASK origins in any of the original ped maintains cultural identification to community recognition.	ples of North America, and who hrough tribal affiliation or	Apprentice's Signature			
7	HISPANIC A person of Mexico Central American or other Span of race.	an, Puerto Rican, Cuban, South ish culture or origin, regardless				
(Ca	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:		Contractor	Requesting Dispatch:	
To Applicable Apprenticeship Com	nmittee:	Name:		
Name:		Address:		
Address:		_		
		License No.		
Tel. NoFax No.		Tel. No	Fax No	
Project Information:				
Contract No				
Name	of	the		Project:
Address:				
Dispatch Request Information:				
Number of Apprentice(s) Needed:	Craft o	r Trade:		
Date Apprentice(s) to Report:	(72 hrs. notice	e required)	Time to Report:	
Name of Person to Report to:			_	
Address to Report to:			_	
			_	

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

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

DAS 142 (Revised 04/14)



Documents Required During the Life of the Construction Project

1. CAC-2-Training Fund Contribution Form:

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

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

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

2. Training Fund Contribution Letter Form:

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

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

- a) To be submitted by all Contractors working on the project to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
- b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at www.lcptracker.net. If you don't already have a user name and password for this website please contact your labor compliance officer with the City of Sacramento to be set up.
- c) The Electronic Certified Payroll Records for Contractors can be found at the following link: https://apps.dir.ca.gov/ecpr/DAS/AltLogin
- d) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite "craft" labor. This may mean you have weeks in between work on a particular job. NPR's will need to be submitted for that timeframe.

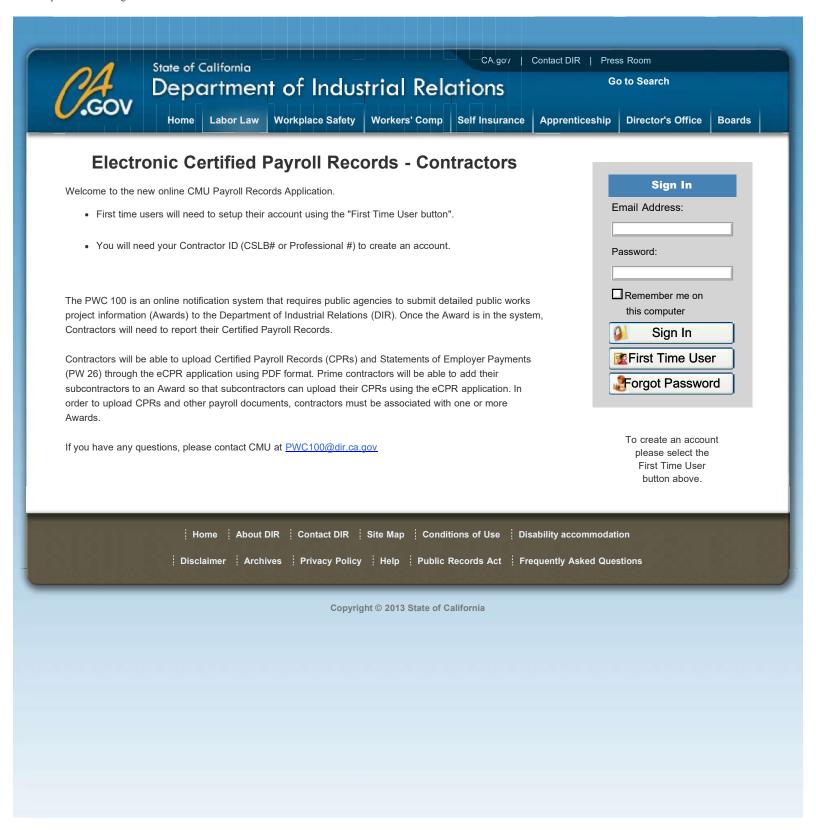
4. Apprenticeship Certification and/or Apprentice Agreement:

- a) The first time an apprentice is listed on a certified payroll report an "Apprenticeship Certification" or Apprentice Agreement (DAS-1 form) must be submitted for each apprentice utilized.
- b) Please upload the Apprenticeship Certification or DAS-1 form in the e-Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. MiscellaneousDocuments:

- 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



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

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

CAC - Training Fund Contributions

You must enter all requested information in order to ensure successful submission and processing of your payment. Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

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

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

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

Training Fund Contributions Form CAC2

Date:

CLEAR FORM

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

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

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up \(\) | Down \(\) ARROW keys to select a list item.

	* County of Work	* Classification	* Hours (max: 9,999.99)	* Rate (max: \$9.99)	Amount
*1)	Select a county	Selectanoccupation		\$	\$0.00
2)	Select a county	Selectanoccupation		\$	\$0.00
3)	Select a county	Selectanoccupation		\$	\$0.00
4)	Select a county	Selectanoccupation		\$	\$0.00

5)	Select a county	Selectanoccupation	\$	\$0.00
6)				\$0.00
0,	Select a county	Selectanoccupation	\$	φ0.00
7)	Select a county	Selectanoccupation	\$	\$0.00
8)	Select a county	Selectanoccupation	\$	\$0.00
9)	Select a county	Selectanoccupation	\$	\$0.00
10)	Select a county	Selectanoccupation	\$	\$0.00
11)	Select a county	Selectanoccupation	\$	\$0.00
12)	Select a county	Selectanoccupation	\$	\$0.00
13)	Select a county	Selectanoccupation	\$	\$0.00
14)	Select a county	Selectanoccupation	\$	\$0.00
15)	Select a county	Selectanoccupation	\$	\$0.00
16)	Select a county	Selectanoccupation	\$	\$0.00
17)	Select a county	Selectanoccupation	\$	\$0.00
18)	Select a county	Selectanoccupation	\$	\$0.00
19)	Select a county	Selectanoccupation	\$	\$0.00
20)	Select a county	Selectanoccupation	\$	\$0.00

TOTAL AMOUNT: \$ 0.00

When done with some or all the entries above please carefully review and then enter the code you see below:

Copyright© 2014 State of California

The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCPtracker. This form can be retrieved at: https://www.dir.ca.gov/das/tf/cac2.asp. You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Department of Industrial Relations, California Apprenticeship Council, and P.O. Box 511283, Los Angeles, CA 90051-7838



Please use a separate form for each jobsite, listing the occupations for the jobsite and dollar amount paid for each classification. Once checks have been sent to the appropriate JATC please upload this form to LCPtracker under the e-Documents tab. A letter from the specific JATC or Union specifying that the required Training fund contributions and Fringe Benefits were paid will be accepted as proof of payment.

TRAINING FUND CONTRIBUTIONS VERFICATION FORM UNION CONTRACTORS

Training Fund Contributions are due on the 15th of each month PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION	CONTRACTOR'S LICENSE NUMBER
	CONTRACT OR PROJECT NUMBER
	CONTRACT OR PROJECT NUMBER
	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF
NAME AND ADDRESS OF PUBLIC AGENCY AW ARDING CONTRACT	SCHOOL, HOSPITAL, BUILDING, etc.
INAMIE AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	
	PERIOD COVERED BY CONTRIBUTION (FROM - TO)
CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC). COUNTY WORK PER	FORMED IN ALL HOURS CONTRIBUTION AMOUNT
	RATE PER HOUR
	TOTAL
IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPR	ENTICE HOURS WORKED
, , , , , , , , , , , , , , , , , , , ,	
TYPE OR PRINT YOUR NAME AND TITLE	DATE
	[-···-
EMAIL	AREA CODE & TELEPHONE NUMBER
L	I



Project Name: Project Number:

AUTHORIZATION FOR PAYROLL DEDUCTION

Employee Name:				
1) Reason for Deduction: Percentage/Amount of Deduction: Frequency of Deduction: Termination Date:	%	OR \$\$	Start Date	
2) Reason for Deduction: Percentage/Amount of Deduction: Frequency of Deduction: Termination Date:	%	OR \$\$	Start Date	
3) Reason for Deduction: Percentage/Amount of Deduction: Frequency of Deduction: Termination Date:	%	OR \$\$	Start Date	
4) Reason for Deduction: Percentage/Amount of Deduction: Frequency of Deduction: Termination Date:	%	OR \$\$	Start Date	
5) Reason for Deduction: Percentage/Amount of Deduction: Frequency of Deduction: Termination Date:	%	OR \$\$	Start Date	
6) Reason for Deduction: Percentage/Amount of Deduction: Frequency of Deduction: Termination Date:	%	OR \$\$	Start Date	
			Use additional copies of this form if necessary.	
I authorize (Employer): to process the deductions from my payroll as noted above.				
Employee Signature:Date Signed:				

Instructions:

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



${\bf Contractors} \ {\bf Certificate} \ {\bf of} \ {\bf Completion} \ {\bf -Form} \ {\bf 264}$

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

Project Name & Number			
Contractor Name			
I,(Compan	(Name), v Name) declare under penalt	(Title	e) of
I know of my personal knowled has been performed, and mac conformity to, the contract draw The contract work is now comp	terials used and installed in wings and specifications.	every particular, in accor	dance with, and ir
I understand that neither the acceptance thereof by the City the guarantee provision of the c	, shall operate as a bar to clai		_
Executed thisday 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/

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

2. Division of Labor Standards Enforcement (DLSE):

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

3. Division of Apprenticeship Standards (DAS):

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

Apprentice Certification:

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

CAC Public Works Training Fund Contributions:

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

4. California General Prevailing Wage Determination:

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

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp (Apprentice)

5. Davis Bacon Wage Determination Rates:

Web-Link: http://www.wdol.gov/dba.aspx

6. Public Works Information-Frequently Asked Questions:

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

7. LCPtracker.net

Web-link: https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx

Support Phone Number: 714-669-0052 Option 4

E-mail: support@lcptracker.com

THINGSTOREMEMBER:

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

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

Labor Compliance Forms Due Weekly:

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



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.

APPENDIX B CWTA Requirements

CWTA IFB Language -Estimate Over \$1M

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.

EXHIBIT D

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 apprentice 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.

¹ Work can only be exempted with notice and agreement of Trades Council (see Section 2.3 of CWTA, as amended).

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 preapprentice 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.

1

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 "<u>Agreement to be Bound</u>" 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 "<u>City</u>" means the City of Sacramento.
- 1.4 "<u>Completion</u>" means the point at which there is Final Acceptance by the City, which occurs when the City determines that the entire project is complete in accordance with the City's Standard Specifications. The date of completion of the entire Project shall be specified in any Notice of Completion filed pursuant to Civil Code Section 3093.
- 1.5 "Construction Contract" means all public works contracts approved by the City for a Project, including design-bid, design-build, lease-leaseback or other contracts under which Covered Work is performed.
- 1.6 "Contractor "or "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any successor or assigns of such persons or entities, that has entered into a contract with the City, or with any other person or entity contracting for work on the Project on behalf of the City (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the City, and any of its contractors or subcontractors of any tier.
- 1.7 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which shall be provided to the City.
- 1.8 "Project" means any City public works project where any bid solicitation for any Construction Contract related to the Project is issued on or after January 1, 2019, where either the engineer's estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project exceeds One Million Dollars (\$1,000,000). All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value of the Project.
 - 1.9 "Project Manager" means the person or business entity designated by, or under

¹ This Agreement will apply to the following City Construction Contracts, regardless of the date of bidding: Sacramento Convention Center, Community Center Theater, Natomas Aquatic Center, McKinley Vault, Third Street Sewer, and Fire Station 14. This Agreement will not apply to any remaining Construction Contracts, even if bid after January 1, 2019, that are part of the City's Accelerated Water Meter Program approved by the City Council prior to the execution of this Agreement (commonly referred to as "Meters Matter").

contract with the City to oversee all phases of construction on the Project.

- 1.10 "<u>Trades Council</u>" means the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO.
- 1.11 "<u>Union</u>" or "<u>Unions</u>" 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 <u>Applicability</u>. 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 <u>Covered Work</u>. 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 <u>Award and Enforcement of Construction Contracts</u>. Notwithstanding any other provision of this Agreement, the City has the absolute right to select any qualified bidder for the award of Construction Contracts and to enforce all provisions of its Construction Contracts. The bidder need only be willing, ready and able to execute the Addendum A Agreement to be Bound and comply with this Agreement. This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

ARTICLE III EFFECT OF AGREEMENT

- 3.1 By executing the Agreement, the Unions and the City agree to be bound by the terms and conditions of the Agreement.
- 3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s) agrees to be bound by each and every provision of the Agreement, and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.
- 3.3 At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement to such subcontractor, and shall require their subcontractor,

as a condition to accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

- 3.4 This Agreement is only binding on the signatories and their successors and assigns, and does not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor and subcontractor is alone liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement. Any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union does not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.
- 3.5 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

- 4.1 The Unions, City and Contractor(s) covered by the Agreement agree that for the duration of the Project:
- 4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s) on other City projects are not governed by the terms of the Agreement or this Article.
- 4.1.2 There shall be no lockout of any kind by a Contractor of workers employed on the Project.
- 4.1.3 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached.

- 4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s) or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.
- 4.1.5 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Trades Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of the Trades Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.
- 4.2 <u>Expedited Arbitration</u>. 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 <u>Joint Labor/Management Meetings</u>. 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 <u>Local Hire</u>. 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 <u>Priority 2</u>: Residents of Sacramento County outside of the City of Sacramento.
 - 9.1.3 <u>Priority 3</u>: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra and San Joaquin.
- 9.2 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the requirements of the contractor and to meet the Local Area resident hiring objectives of this Agreement, and will provide, at the time of referral, information to the City and its representatives regarding the zip code where each skilled craft persons and apprentices referred for Project Work resides. The Local Area residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled and such referrals shall be in accordance with law and consistent with the Local Union's hiring hall rules and procedures.
- 9.3 The parties also recognize and support the City's commitment to provide opportunities for participation of City of Sacramento businesses on Projects covered by this Agreement. In furtherance of this commitment and the local hire objectives of this Agreement, the parties agree that such City of Sacramento contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of such Contractor's "core" employees who have applied to the Local Union for Project work, and who demonstrate the following qualifications:
 - (1) possess any license required by state or federal law for the Project work to be performed;
 - (2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;

- (3) were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;
- (4) have the ability to perform safely the basic functions of the applicable trade; and
- (5) are City of Sacramento residents.

For purposes of this Section 9.3, a City of Sacramento contractor or subcontractor is any construction contractor that maintains its principal place of business in the City of Sacramento. A City of Sacramento resident is any individual who six (6) months prior to the award of the Construction Contract to the Contractor can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the municipal boundaries of the City of Sacramento.

- 9.4 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired four (4) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.
- 9.5 The work hours performed by any out-of-state residents shall not be included in the total work hours on the Project in calculating the percentage of total work hours worked by Local Area residents.

9.6 Apprenticeship and Workforce Development.

- 9.6.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s) shall employ apprentices of a California State- approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination. Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.
- 9.6.2 It is an objective of the parties that not less than twenty percent (20%) of all apprentice hours worked on the Project, on a craft by craft basis, shall be worked by "Priority Apprentices." Priority Apprentices shall reside in one of the economically disadvantaged zip codes listed in section 9.6.2.1 and meet one additional Priority Apprentice criteria in section 9.6.2.2 below. Contractors shall reach this goal through utilization of the normal hiring hall procedures. The Unions are committed to working with the Contractors to achieve these goals. All apprentices referred to Contractors under this Agreement shall be enrolled in State of California approved Joint Apprentice Training Programs.

- 9.6.2.1 To qualify as a Priority Apprentice, an apprentice must reside in one of the following economically disadvantaged zip codes: 95652, 95660, 95811, 95814, 95815, 95817, 95820, 95823, 95824, 95832, 95838.
- 9.6.2.2 In addition to residing in one of the economically disadvantaged zip codes, to qualify as a Priority Apprentice, an apprentice must satisfy one of the eligibility criteria maintained and enforced by the Sacramento Employment and Training Agency ("SETA"), including criteria for: veterans; prior offenders; public assistance recipients; foster youth; homeless; unemployed individuals; women interested in joining the trades; and/or other criteria as may be agreed to by the City and the Trades Council. Determination of an individual's satisfaction of the Priority Apprentice criteria shall be made in a manner consistent with historic eligibility determination policies and practices. The individual must also meet eligibility criteria and application requirements for applicable Union apprenticeship programs.
- 9.6.2.3 In the event that an insufficient number of apprentices have been identified to meet the Priority Apprentice work hour objectives of this Agreement from the economically disadvantaged zip code specified in Section 9.6.2.1 after a good faith effort to identify eligible residents, the Priority Apprentice goals may be satisfied by identifying apprentices that satisfy one of the SETA criteria described in Section 9.6.2.2 and who also are residents of the Local Area in the order of priority set forth in Section 9.1.
- 9.6.3 The Trades Council and Unions will determine the admission and training of Priority Apprentices placed into applicable apprenticeship programs. Upon request from a Contractor, the Unions shall timely dispatch available apprentices who satisfy specified Priority Apprentice criteria, the requirements of a specific job and such other applicable bona fide qualifications.
- 9.7 The Contractor and Unions shall make good faith efforts to reach the local hire, and Priority Apprentice goals set forth in Section 9 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprenticeship programs. The Unions are committed to working with the Contractor(s) and community-based organizations to achieve these goals. At least annually, the Unions and the City will conduct a Community Career Fair to provide at-risk youth, veterans, and others an opportunity to learn about each craft and the process for entering their apprenticeship programs.
- 9.7.1 To assess compliance with the local hire and Priority Apprentice goals of the CWTA, Contractor shall provide monthly workforce reports at the regular Joint Labor/Management meetings required by the CWTA. The workforce reports shall include information regarding the number of: (i) journey-level workers that are Local Area Residents; (ii) Apprentices that are Local Area Residents and satisfy the other Priority Apprentice criteria, including a breakdown of apprentices that reside within the targeted zip codes. The Contractor(s) and the Unions agree to furnish all information required to prepare these reports.

- 9.7.2 In the event that the workforce reports indicate that the local hire and apprenticeship goals of the CWTA are not being met, the Project Manager or his or her designee shall explore with the Contractors and subcontractors and the Unions additional actions and measures that may be taken to ensure compliance with such goals.
- 9.7.3 The Contractor(s) will describe the requirements, performance and enforcement mechanisms of this CWTA including this Apprenticeship Program in each subcontract. Any Contractor or subcontractor who fails to employ without just cause Apprentice(s) dispatched by an Apprenticeship Program thereby jeopardizing its opportunity to achieve the apprenticeship goals described above shall, upon receipt of written notice from the Project Manager or his or her designee, be given thirty (30) days to promptly employ such number of dispatched Apprentices as may be required to meet the stated apprentice goals available under that certain Subcontractor's subcontract. In the event of a second written notice of failure to employ without just cause dispatched Apprentices from the Unions to a Contractor or subcontractor, the Project Manager or his or her designee shall take such actions as it deems appropriate to the circumstances and necessary to achieve the purposes of the CWTA, bid documents, and the subcontractor's subcontract.
- 9.8 <u>Student Internship Opportunities</u>. 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 <u>Good Faith Efforts</u>. A Contractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprentice, and Student Internship goals of this Agreement. The Contractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.
- 9.9.1 Within seven (7) calendar days after Notice to Proceed, the Contractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprentice and Student Internship goals.
- 9.9.2 The Contractor or subcontractor shall notify the Project Manager by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area residents and/or Priority Apprentices to the Project. It shall be the responsibility of the Contractor to retain all evidence of such good faith efforts.

9.10 Enforcement, Compliance and Reporting.

9.10.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports, described in section 9.7.1 above, documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Local Area residents, Priority Apprentice, and Student Internship work hour utilization on the Project; and 2) documentation showing any requests made to the Union dispatchers for Local Area residents and Priority Apprentices and the Union's response to the request.

9.10.2 The City staff shall monitor the operation of the Local Hire, Priority Apprentice and Student Internship programs and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor has not complied with the goals or demonstrated good faith efforts to do so, the City and the Contractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

ARTICLE X HELMETS TO HARDHATS

- 10.1 The Contractor(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 10.2 The Unions and Contractor(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI WAGES AND BENEFITS

- 11.1 All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.
- 11.2 By signing this Agreement, the Contractor(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in Section 11.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for a Trust Fund(s) when required by such Trust Fund(s).

- 11.3 <u>Wages, Hours, Terms and Conditions of Employment</u>. 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 <u>Holidays</u>. 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 <u>Project Labor Disputes</u>. 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.

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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 <u>Retention</u>. 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.

Assistant City Manager Francesca Lee Halbakken for City Manager Howard Chan

Approved as to form:

Sumfer V. Goso

City Attorney

Date: Mov. 9, 2018

Date: Mov. 9, 2018

Date: Mov. 9, 2018

SACRAMENT AFL-CIO COU		NSTRUCTION TRADES C	COUNCIL,
Mame:		Date:// 00	1/2018
Executive Title:	Director		

UNIONS Asbestos Workers Local #16 Iron Workers Local #118 Boilermakers/Local #549 Soment Masons Lecal #400) Plasterers & Cement Masons Local #300 UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355 Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions Plumbers & Pipefitters Local #447 District Council #16 International Union of Painters & Allied Trades Elevator Constructors Local #8 International Brotherhood of Electricians et Metal Workers Local #104 Local #340 Sprinkler Fitters Local #669

Ashestos, Lead and Mold Laborers

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

APPENDIX C COVID 19 NOTICE

ARTICLE 1 — COSTS OF NOVEL CORONAVIRUS (COVID-19) SAFETY REQUIREMENTS

- 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, State), 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:

http://www.cdc.gov/coronavirus/novel-coronavirus-2019.html

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.
- 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.