

City of Sacramento
City Council - 2PM Report
915 I Street Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2025-01296

7/22/2025

Contract: Pioneer Structural Repairs [Published for 10 Day Review 07/09/2025]

File ID: 2025-01296

Location: Citywide

Recommendation: Pass a **Motion:** 1) approving the contract plans and specifications for the Pioneer Structural Repairs Project (X14170500) and awarding the contract to NMI Industrial Holdings LLC for an amount not-to-exceed \$1,215,200, and 2) authorizing the Interim City Manager or designee to execute the construction contract with NMI Industrial Holdings LLC.

Contact: Tim Moresco, Project Manager, tmoresco@cityofsacramento.org, (916) 808-1432; Roxanne Dilley, Supervising Engineer, rdilley@cityofsacramento.org, (916) 808-1458; Michelle Carrey, Interim Engineering & Water Resources Division Manager, (916) 808-1438, mcarrey@cityofsacramento.org; Sherill Huun, Interim Director, shuun@cityofsacramento.org, (916) 808-1455; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Contract

Description/Analysis

Issue Detail: Staff recommends Council award a construction contract to NMI Industrial Holdings LLC, to perform the concrete repairs on the exterior of the City's Pioneer Reservoir, as well as install several vertical steel columns to provide additional support to the concrete beams and roof.

In August 2023, JDH Corrosion Consultants, Inc and Brown and Caldwell teamed up and performed a condition assessment of the interior and exterior of Pioneer Reservoir. In this condition assessment, several locations were identified to be suffering from concrete cracks and spalling, compromising the structural integrity of the structure. Brown and Caldwell later used these findings when performing a Business Case Evaluation (BCE), which is a structured process used for assessing feasibility, viability, and potential impacts of several different alternative solutions. This project was identified from the BCE as a necessary project to design and construct to extend the life of the facility and provide the City with enough time to plan and budget for the long-term

recommended alternative.

Policy Considerations: City Council approval is required to award construction contracts of \$250,000 or more. The action requested conforms with City Code Chapter 3.56, Articles I, II, and III, which provide for award of competitively bid contacts to the lowest responsible bidder.

The Sacramento City Code Section 4.04.020 and the City 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 City Council action. This item was published for 10-day review on July 9, 2025, in compliance with the City Code.

Economic Impacts: This project is expected to create 4.86 total jobs (2.79 direct jobs and 2.07 jobs through indirect and induced activities) and create \$750,307.01 in total economic output (\$472,924.24 of direct output and another \$277,382.77 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: The subject project was reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA). The project includes performing restoration or rehabilitation of deteriorated or damaged structures to meet current standards of public health and safety (CEQA Guidelines Section 15301 (d)).

Sustainability: The proposed project is consistent with the 2040 General Plan goal PFS-3.6, "Combined Sewer System Rehabilitation and Improvements" as it aims to rehabilitate aging CSS facilities to continue to decrease flooding, CSS outflows or combined sewer overflows.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was advertised, and four bids were received and opened on May 28, 2025. NMI Industrial Holdings, LLC was the lowest responsible bidder. The bid results are as follows:

Contractor	Amount
NMI Industrial Holdings, LLC	\$1,215,200
Capital Industrial Restoration	\$1,234,286
NMN Construction	\$1,239,111
Ashron Construction and Restoration, Inc.	\$1,669,000

The Engineer's construction cost estimate was \$1,573,000.

Financial Considerations: Sufficient funds exist in the CSS Sump/Treatment Facilities Program (X14170500, Funds 6006 and 6021) to award a contract to NMI Industrial Holdings LLC for an amount not-to-exceed \$1,215,200.

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

Local Business Enterprise (LBE): NMI Industrial Holdings LLC is a LBE.

CONTRACT ROUTING SHEET

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


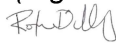



General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: _____ Contract Expiration Date (if applicable): _____
\$ Amount (Not to Exceed): \$1,215,200.00 Adjusted \$ Amount (+/-): _____
Other Party: NMI Industrial Holdings, LLC
Project Title: Pioneer Structural Repairs
Project #: X14170509 Bid/RFP #: B2514131104
City Council Approval: YES if YES, Council File ID#: 2025-01296

Contract Processing Contacts

Department: Utilities Project Manager: Tim Moresco 
Contract Coordinator: Sarah Williams Email: sewilliams@cityofsacramento.org

Department Review and Routing

Construction Mgmt:		Jun 13, 2025
	(Signature)	(Date)
Supervisor:		Jun 16, 2025
	(Signature)	(Date)
Division Manager:		Jun 17, 2025
	(Signature)	(Date)
Other:	 <small>Gabriel Garcia 13, 2025 16:02 PDT</small>	
Fiscal:	O&M:	Director of Utilities:

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

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

CONTRACT SPECIFICATIONS
FOR
PIONEER STRUCTURAL REPAIRS
PN: X14170509
B25141311004
Engineer's Estimate: \$1,573,000.00

For Pre-Bid Information Call:

No Separate Plans

Pioneer Structural Repairs

PN: X14170509 Bid No: B25141311004

(916) 808-1432

May 14, 2025

Security Desk, 1st Floor (City Clerk in-box)

New City Hall

915 I Street, Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Procurement Services at (916) 808-6240, or visit the City of Sacramento's small business web site at: <http://portal.cityofsacramento.org/Finance/Procurement/Bid-Information#bidding-options>

PIONEER STRUCTURAL REPAIRS

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C & D Debris Haulers & Facilities

C & D Debris Waste Log

ARTICLE 1 —Costs of Novel Coronavirus (COVID-19) Safety Requirements

CALIFORNIA LABOR CODE RELATING TO APPRENTICES

<http://www.dir.ca.gov/dlse/dlsePublicWorks.html>

TAX FORMS (REQUIRED UPON AWARD)

W-9.....<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

CA Form 590.....<https://www.ftb.ca.gov/forms/2022/2022-590.pdf>

CA Form 587.....<https://www.ftb.ca.gov/forms/2021/2021-587.pdf>

SPECIAL PROVISIONS

LBE INFORMATION

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

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Procurement Services at (916) 808-6240, or visit the City of Sacramento's small business web site at: <http://portal.cityofsacramento.org/Finance/Procurement/Bid-Information#bidding-options>

NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, New City Hall, located at 915 I Street, 5th Floor, Mayor's Reception Desk, up to the hour of 2:00 p.m. on **May 14, 2025** and opened at and read after 2:00 p.m. on **May 14, 2025**, or as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of:

PIONEER STRUCTURAL REPAIRS

PN: X14170509 Bid No: B25141311004

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Chapter 3.60 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum the Bid Proposal. The City reserves the right to reject proposals or to waive any error or omission in any Bid Proposal received. Signed proposals shall be submitted on the printed forms contained herein and enclosed in an envelope marked:

SEALED PROPOSAL FOR PIONEER STRUCTURAL REPAIRS

PN: X14170509 Bid No: B25141311004

You can view and download the plans and Contract Documents from:

PLANET BIDS

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

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of \$25,000 or less, or an alteration, demolition, repair, and maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

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

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

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

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

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

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

The Project Manager's contact information is:

Tim Moresco, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-1458 / Fax: (916) 808-1497/Email: tmoresco@cityofsacramento.org

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 \$250,000 or more. The term “city contract” includes contracts for services or public projects that were awarded for an amount less than \$250,000 but were amended to increase the total compensation to \$250,000 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 \$250,000 or more.

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

“Covered Employer”

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

- (1) The person and the person that is a party to a “city contract” are both corporations and:
 - (a) Share a majority of members of their governing boards; or
 - (b) Have two or more officers in common; or
 - (c) Are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation’s voting power); or
 - (d) Are in a parent-subsidary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation’s voting power).
- (2) The person otherwise controls and directs, or is controlled and directed by, the person that is a party to a city contract, as determined by the City Manager, or City Manager designee.

The term “covered employer” includes a subcontractor providing services under a “city contract” if the subcontractor has at least 20 employees, whether full- or part-time, or the amount of the subcontract is at least 25% of the amount of the “city contract.”

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

Exceptions

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

COMPLIANCE

It is the contractor’s responsibility to determine whether the aggregate value of \$250,000 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.

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 or email Purchasing@cityofsacramento.org.

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

Contractor's Name: _____
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than May 14, 2025, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor's Reception Desk, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on May 14, 2025, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

PIONEER STRUCTURAL REPAIRS
PN: X14170509 Bid No: B25141311004

in the City and County of Sacramento, California.

TOTAL BID: _____ (\$_____).

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$_____	\$_____
2	Preconstruction Photographs	1	LS	\$_____	\$_____
3	Stainless Steel Support Columns	32	EA	\$_____	\$_____
4	Remove and Replace Stainless Steel Support Columns	7	EA	\$_____	\$_____
5	External Repair - Location 1	1	LS	\$_____	\$_____
6	External Repair - Location 2	1	LS	\$_____	\$_____
7	External Repair - Location 3	1	LS	\$_____	\$_____
8	External Repair - Location 4	1	LS	\$_____	\$_____
9	External Repair - Location 5	1	LS	\$_____	\$_____
10	External Repair - Location 6	1	LS	\$_____	\$_____
11	External Repair - Location 7	1	LS	\$_____	\$_____
12	External Repair - Location 8	1	LS	\$_____	\$_____
13	External Repair - Location 9	1	LS	\$_____	\$_____
14	External Repair - Location 2	1	LS	\$_____	\$_____

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
15	External Repair - Location 11	1	LS	\$_____	\$_____
16	External Repair - Location 13	1	LS	\$_____	\$_____
17	External Repair - Location 15	1	LS	\$_____	\$_____
18	External Repair - Locations 12, 14, 16	1	LS	\$_____	\$_____
19	External Repair - Location 17	1	LS	\$_____	\$_____
20	External Repair - Location 18	1	LS	\$_____	\$_____
21	External Repair - Location 19	1	LS	\$_____	\$_____
22	External Repair - Location 20	1	LS	\$_____	\$_____
23	External Repair - Location 21	1	LS	\$_____	\$_____
24	External Repair - Location 22	1	LS	\$_____	\$_____
25	External Repair - Location 23	1	LS	\$_____	\$_____
26	External Repair - Location 24	1	LS	\$_____	\$_____

TOTAL BID: \$_____

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.

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

When the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit 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 City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item 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.

It is understood that this bid is based upon completion of the work within a period of **One Hundred and Ten working days** commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **\$1,500.00 for each working day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

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

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

documentation with the Sealed Proposal of previous satisfactory experience in installation of steel columns, in accordance with the following:

The undersigned shall provide documentation for a minimum of three (3) projects of similar size and scope for the installation of steel support columns performed by the undersigned for a municipality or other public agency within the last five years. The documentation for each project shall describe the work performed, including the number and dimensions of steel support columns installed, the type of foundation used, the contract amount and duration, and the time period of performance. It shall also include the name, address, and telephone number of the owner agency or municipality. Additionally, the documentation shall include the name of a contact person for each owner who is familiar with the work performed. The above documentation shall be included with the Sealed Proposal.

- **A Sealed Proposal that does not include the above required documentation may be rejected as non-responsive.**

Please note that information included in the above documentation and/or obtained from such other owner agency or municipality or from another source regarding the bidder's performance on another public project also may be used by the City in determining whether the bidder is a responsible bidder.

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

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

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within sixty (60) working days after opening of the Proposals. The City reserves the right to reject any and all bids.

Contractor's Name: NMI Industrial Holdings, LLC.

(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than May 14, 2025, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor's Reception Desk, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on May 14, 2025, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

PIONEER STRUCTURAL REPAIRS**PN: X14170509 Bid No: B25141311004**

in the City and County of Sacramento, California.

TOTAL BID: One Million, Two Hundred and Fifteen Thousand, Two Hundred Dollars (\$ 1,215,200.00).

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	<u>\$165,700.00</u>	<u>\$ 165,700.00</u>
2	Preconstruction Photographs	1	LS	<u>\$ 3,900.00</u>	<u>\$3,900.00</u>
3	Stainless Steel Support Columns	32	EA	<u>\$ 20,300.00</u>	<u>\$649,600.00</u>
4	Remove and Replace Stainless Steel Support Columns	7	EA	<u>\$22,700.00</u>	<u>\$158,900.00</u>
5	External Repair - Location 1	1	LS	<u>\$11,600.00</u>	<u>\$11,600.00</u>
6	External Repair - Location 2	1	LS	<u>\$ 24,600.00</u>	<u>\$24,600.00</u>
7	External Repair - Location 3	1	LS	<u>\$19,500.00</u>	<u>\$19,500.00</u>
8	External Repair - Location 4	1	LS	<u>\$2,600.00</u>	<u>\$ 2,600.00</u>
9	External Repair - Location 5	1	LS	<u>\$7,100.00</u>	<u>\$ 7,100.00</u>
10	External Repair - Location 6	1	LS	<u>\$ 2,600.00</u>	<u>\$2,600.00</u>
11	External Repair - Location 7	1	LS	<u>\$17,400.00</u>	<u>\$17,400.00</u>
12	External Repair - Location 8	1	LS	<u>\$ 5,300.00</u>	<u>\$ 5,300.00</u>
13	External Repair - Location 9	1	LS	<u>\$ 3,200.00</u>	<u>\$ 3,200.00</u>
14	External Repair - Location 8 10	1	LS	<u>\$9,500.00</u>	<u>\$ 9,500.00</u>

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
15	External Repair - Location 11	1	LS	\$ <u>1,900.00</u>	\$ <u>1,900.00</u>
16	External Repair - Location 13	1	LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
17	External Repair - Location 15	1	LS	\$ <u>5,200.00</u>	\$ <u>5,200.00</u>
18	External Repair - Locations 12, 14, 16	1	LS	\$ <u>33,400.00</u>	\$ <u>33,400.00</u>
19	External Repair - Location 17	1	LS	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>
20	External Repair - Location 18	1	LS	\$ <u>16,500.00</u>	\$ <u>16,500.00</u>
21	External Repair - Location 19	1	LS	\$ <u>17,000.00</u>	\$ <u>17,000.00</u>
22	External Repair - Location 20	1	LS	\$	\$
23	External Repair - Location 21	1	LS	\$ <u>13,900.00</u>	\$ <u>13,900.00</u>
24	External Repair - Location 22	1	LS	\$ <u>10,700.00</u>	\$ <u>10,700.00</u>
25	External Repair - Location 23	1	LS	\$ <u>13,900.00</u>	\$ <u>13,900.00</u>
26	External Repair - Location 24	1	LS	\$ <u>10,700.00</u>	\$ <u>10,700.00</u>

TOTAL BID: \$ \$1,215,200.00

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.

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

When the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit 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 City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item 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.

It is understood that this bid is based upon completion of the work within a period **of One Hundred and Ten working days** commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **\$1,500.00 for each working day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

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

documentation with the Sealed Proposal of previous satisfactory experience in installation of steel columns, in accordance with the following:

The undersigned shall provide documentation for a minimum of three (3) projects of similar size and scope for the installation of steel support columns performed by the undersigned for a municipality or other public agency within the last five years. The documentation for each project shall describe the work performed, including the number and dimensions of steel support columns installed, the type of foundation used, the contract amount and duration, and the time period of performance. It shall also include the name, address, and telephone number of the owner agency or municipality. Additionally, the documentation shall include the name of a contact person for each owner who is familiar with the work performed. The above documentation shall be included with the Sealed Proposal.

- **A Sealed Proposal that does not include the above required documentation may be rejected as non-responsive.**

Please note that information included in the above documentation and/or obtained from such other owner agency or municipality or from another source regarding the bidder's performance on another public project also may be used by the City in determining whether the bidder is a responsible bidder.

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

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

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within sixty (60) working days after opening of the Proposals. The City reserves the right to reject any and all bids.



Granlees River Outtake Refurbishment

Industrial Grating & Platforms, Handrails & Guardrails

Client: Rancho Murrieta Community Services District

Construction Cost: \$480K

Owner: RMCS D

Completed: 2024

Location: Rancho Murrieta, CA

Project Description:

Refurbishment of a river outtake structure, including replacement of handrails, a new galvanized grating system, stainless steel trash racks, and new slide gates to improve water flow management.

NMI Provided:

- Removed and replaced outtake fencing, handrails, and grating systems.
- Refurbished and recoated structural support beams.
- Designed and installed new stainless steel slide gates and trash racks.

Contact:

Travis Bohannon

Chief Operator

916.870.5368 / tbohannon@rmcsd.com



California State Capitol Annex Replacement Enabling Work

Miscellaneous Metals, Structural Steel, Seismic Upgrades & Structural Reinforcement

Client: Turner Construction

Construction Cost: \$1.7M (\$507M prime contract)

Owner: State of California

Size: 500,000 GSF

Architect: Skidmore, Owings & Merrill

Completed: 2021 - 2023

Location: 1315 10th Street, Sacramento, CA 95814

Project [Link](#)

Project Description:

A preparatory project to maintain government operations while relocating critical mechanical, electrical, and infrastructure systems ahead of the new Capitol Annex construction.

NMI Provided:

- Fabricated and installed structural steel components.
- Installed metal decking and seismic reinforcement.
- Supplied ornamental and miscellaneous stairs.

Contact:

Jacob Gwisdala
Project Manager
530.919.0999 / jgwisdala@tcco.com



Steamers Work Access Platform

Miscellaneous Metals, Handrails & Guardrails

Client: City of Sacramento

Construction Cost: \$160,000

Owner: City of Sacramento

Size: 200 GSF

Engineer: ZFA Structural Engineers

Completed: 2021

Location: Old Sacramento Waterfront

Project Description:

Creating an access platform to the river side of a historic building in Old Town Sacramento.

NMI Provided:

- Supplied and installed galvanized guardrails.
- Provided custom galvanized steel platforms and grating.
- Installed a support system into the existing concrete pier structure that avoided concrete reinforcement.

Contact:

Kevin Love

Program Manager

M 916-508-6818 / klove@cityofsacramento.org



SFPUC Biosolids Digester Facilities

Miscellaneous Metals, Structural Steel, Handrails & Guardrails, Crane & Rail Systems

Client: MWH Webcor Joint Venture

Construction Cost: \$70M (\$3B prime contract)

Owner: San Francisco Public Utilities Commission

Size: GSF

Architect:

Completed: 2022 - 2027

Location: San Francisco, CA

Project [Link](#)

Project Description:

A major wastewater treatment upgrade project aimed at improving biosolids processing efficiency, reducing odors, and integrating advanced sustainability features.

NMI Provided:

- Installed structural steel framing, stair towers, and platforms.
- Provided bridge cranes, monorails, and railings.
- Supplied FRP gratings, elevator components, and site bollards.

Contact:

Ryan Fischer
Construction Manager
415.978.1000 / rfischer@mwhwebcor.com

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

_____ CERTIFIED CHECK

_____ MONEY ORDER

_____ CASHIERS' CHECK

 X BID BOND

FOR CITY USE ONLY

TYPE OF DEPOSIT

☒ Bid Bond
☐ Cashier/Certified Check
☐ Other _____

Reviewer's Initials: _____

CONTRACTOR

Addendum No. 1 x NMI Industrial Holdings, LLC.

Addendum No. 2 _____ By: Todd Krevitsky [Signature]
(Signature)

Addendum No. 3 _____ Title COO

Addendum No. 4 _____ Address 8503 Weyand Avenue

No PO Box – Physical Address ONLY

 Sacramento CA 95828
City STATE Zip Code

Telephone No. 916-635-7030

Fax No. 916-852-1635

Email todd.krevitsky@nmiindustrial.com

(Federal Tax ID # or Social Security #)

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

 27-3124116

DIR Registration Number: 1000003621

Valid Contractor's License No. 951227 Classification A, C51 is held by the bidder.

Expiration date 02/28/2027 Representation made herein are true and correct under penalty of perjury

PIONEER STRUCTURAL REPAIRS
PN: X14170509 Bid No: B25141311004

BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address) <u>NMI Industrial Holdings, LLC</u> <u>8503 Weyand Avenue, Sacramento, CA 95828</u>	Type of Organization ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Other: _____ State of Organization formation: <u>California</u>
SURETY (Name and business address,) <u>Euler Hermes North America Insurance Company</u> <u>100 International Drive, 22nd Floor Baltimore, MD 21202</u> a corporation duly organized under the laws of the State of <u>Maryland</u> and duly licensed to issue this bond as authorized by the State of California. California License No. <u>4998-1</u>	(agent name and phone number) <u>Michael Grillo</u> <u>(201) 618-6075</u>

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

THE CONDITION OF THIS OBLIGATION IS -

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

Project Name: Pioneer Structural Repairs
Project Number: X14170509
Bid Transaction Number: B25141311004

AND if the City awards the contract for the project to the Principal within the time and manner required under the invitation to bid, and the Principal (i) enters into a written contract, in the prescribed form, in accordance with the bid proposal, (ii) files two bonds with the City to guarantee faithful performance and payment for labor and materials, and (iii) files the required insurance policies with the City, all as required by the invitation to bid or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect. The Surety agrees that this obligation is not impaired by any extensions of the time for the award of the contract Principal may grant to City, and any notice to Surety of such time extension is waived. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS WHEREOF, Surety has executed this Bid Proposal Guarantee on the day set forth in the attached notary acknowledgment. Attach Surety power of attorney form to verify signator's authority.

Principal/Contractor: NMI Industrial Holdings, LLC

Surety: Euler Hermes North America Insurance Company

By: [Signature]
 Name: Todd Krevitsky

By: [Signature]
 Name: Vicki Johnston

Title: COO

Title: Attorney-In-Fact

(Seal)

Revised: 2020

ACKNOWLEDGMENT

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

State of ~~California~~ Connecticut

County of Hartford)

On May 14, 2025 before me, Adam Martin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



My Commission Expires: July 31, 2026

(Seal)

ADAM MARTIN
NOTARY PUBLIC - CT 171968
My Commission Expires July 31, 2026

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento }

On May 9th, 2025 before me, Melissa Niehoff, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Todd Sam Krevitsky
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ 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

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than:

16

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Jane L. Fedorczyk; Patricia A. Moore; Robert S. Rapp Elizabeth Riga; Fred Nicholson; Daniel Zirpoli; Adam Martin Joseph Giaimis; James Friedrichsen; Vicki Johnston Gary V. Rispoli; Gregory J. Steele; Steven R. Foster Christopher R. Saul; Elizabeth A. Stickman; Mike Grillo	1250 Route 28 Suite 201 Branchburg, NJ 08876	Unlimited

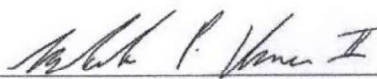
This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.





James Daly, President and CEO-The Americas

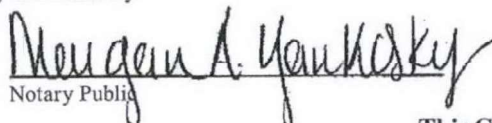


Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.





Morgan A. Yankovsky
Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

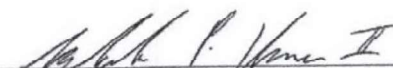
RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of May, 20 25.





Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

EULER HERMES NORTH AMERICA INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities, and Policyholders' Surplus

Statutory Basis at December 31, 2023

(In thousands, except share data)

Admitted Assets	2023
Bonds	\$ 833,544
Common stocks	7,103
Cash and cash equivalents	3,189
Other investments	34,979
Total cash and invested assets	878,815
Premiums receivable	147,380
Reinsurance recoverable on paid losses	30,712
Reinsurance funds held	4
Reinsurance receivable profit commissions	18,533
Accrued investment income	3,925
Federal income tax recoverable	—
Net deferred tax assets	24,486
Electronic data processing equipment and software, net	997
Receivable from parent, subsidiaries, and affiliates	3,075
Other admitted assets	8,239
Total admitted assets	\$ 1,116,166

Liabilities and Policyholders' Surplus

Liabilities:	
Unpaid losses and loss adjustment expenses	\$ 316,681
Unearned premiums	222,128
Premium taxes, licenses, and fees	6,780
Provision for reinsurance	954
Ceded reinsurance premiums payable	51,556
Reinsurance payable on paid losses	19,417
Payable to parent, subsidiaries, and affiliates	25,272
Federal and foreign taxes	5,252
Accounts payable and accrued expenses	79,817
Funds held under reinsurance agreements	52,334
Total liabilities	780,191



Allianz
Trade

Policyholders' surplus:

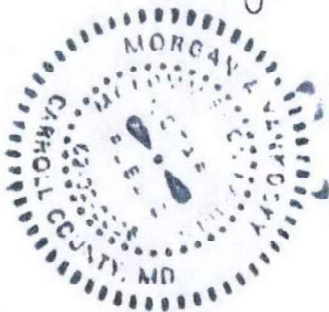
Common stock – par value \$10 per share. Authorized, issued, and outstanding shares 250,000	2,500
Gross paid-in and contributed surplus	13,167
Unassigned surplus	320,308
Total policyholders' surplus	335,975
Total liabilities and policyholders' surplus	\$ 1,116,166

Louise Jordan, being duly sworn, affirms that she is the Chief Financial and Administration Officer of Euler Hermes North America Insurance Company, and that to the best of her knowledge and belief, the foregoing statement is a true and correct statement of financial condition of said Company as of the 31st of December, 2023.

Subscribed and sworn to before me this 6th day of June 2024

Morgan A. Yankosky
Notary Public

Louise Jordan
Louise Jordan, CFAO



MORGAN A YANKOSKY
Notary Public-Maryland
Carroll County
My Commission Expires
7-2-26

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

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

Euler Hermes North America Insurance Company

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

**Surety, Plate Glass, Liability,
Boiler and Machinery, Burglary, Credit,
Sprinkler, Aircraft, and Miscellaneous**

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

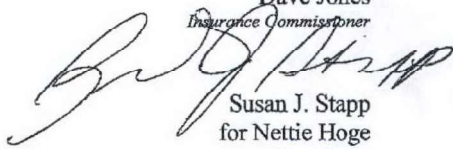
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, effective as of the 15th day of May, 2012,
I have hereunto set my hand and caused my official seal to be affixed
this 15th day of May, 2012.



By

Dave Jones
Insurance Commissioner


Susan J. Stapp
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



SUBCONTRACTOR AND LOCAL BUSINESS ENTERPRISE PARTICIPATION FORM
FOR PUBLIC PROJECTS OVER \$250,000
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work, services or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project 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 failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	NMI Industrial Holdings, LLC.
(REQUIRED) Prime Contractor DIR Registration #	1000003621

Business Name	Pullman Services	Subcontractor or Supplier? <i>(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)</i>	<input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier
CSLB/Professional License #	866480	DIR Registration # <i>(10 digits)</i>	1000003194
Address	6400 Goodyear Road	Does this subcontractor or supplier qualify as an LBE?	No
City, State, Zip	Benicia, CA 94510	Estimated dollar value of work, services or materials to be performed of provided	\$ 197,850.00
Contact Person	Meetul Jogal	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	mjogal@pullman-services.com	Epoxy injection, concrete patching, rebar repair, expansion joint sealants	
Phone	669-214-6124		

Business Name		Subcontractor or Supplier? <i>(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)</i>	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier
CSLB/Professional License #		DIR Registration # <i>(10 digits)</i>	
Address		Does this subcontractor or supplier qualify as an LBE?	
City, State, Zip		Estimated dollar value of work, services or materials to be performed of provided	\$
Contact Person		Type of Work, Services, or Materials to be provided to complete contract.	
Email Address			
Phone			

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

	COO	5/28/25	\$ 197,850.00
Signature (Principal of Firm)	Title	Date	Total Bid Amount (including additive alternates if applicable)

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three (3) years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

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

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

CONTRACTOR'S NAME: NMI Industrial Holdings, LLC.

BY: X



Signature

COO

Title

Date: 5/28/25

Effects of violations: a. Suspension of payments under this contract. b. Suspension or termination of the contract. c. Suspension or debarment of the contractor from receiving any contract from the City of Sacramento for a period not to exceed five years.
FM 681 7/10/9

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.

QUESTIONNAIRE

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

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

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

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**

951227, A - General Engineering, C51 - Steel, Structural, Expires: 02/28/2027

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at any time in the last five years?

☐ Yes ☒ No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

☐ Yes ☒ No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

☐ Yes ☒ No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

☐ Yes ☒ No

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

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

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

☐ Yes

☒ No

☐ Not applicable

OR

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

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

☐ Yes

☐ No

☐ Not applicable

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

OR

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

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

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

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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 8503 Weyand Avenue, Sacramento CA 95828, on 5/28/25
(Location) (Date)

Signature: X 

Print name: Todd Krevitsky

Title: COO

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.

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$250,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER NOTICE REQUIREMENTS

- (a) The Contractor shall give each existing employee working directing on a City Contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”
- (b) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

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

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- ☐ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

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

Local Business Enterprise: A Local Business Enterprise ("LBE") means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a "legitimate business presence" within City limits or the unincorporated area of Sacramento County.

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

1. An established business entity operating within the selected areas for at least 12 consecutive months prior to submission of bid; and

2. Legally operating a location in the City or unincorporated area of Sacramento County that is either:

- a. a principal business office or workspace; or
- b. a regional, branch, or satellite office with at least one full-time employee.

To qualify as an LBE, firms must meet these two requirements prior to the deadline for submission of bids or proposals. Upon the request of the City, firms shall provide proof of legally operating a location within City limits or the unincorporated County with the following documents:

- Tax returns for the business;
- Utility bill in the name of the business;
- Business license; and/or
- Secretary of State filings.

Exceptions

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

LBE PREFERENCE

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

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

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

LBE PARTICIPATION REQUIREMENT

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

participation requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

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

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

PARTICIPATION LEVEL REQUIREMENTS

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

Participation Credit: To receive credit for LBE participation:

1. An LBE contractor or subcontractor must: (1) be responsible for the execution of a distinct element of the work; (2) possess any license or certification required for the work; and (3) actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor.
2. An LBE supplier must: (1) furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business; and (2) the materials or equipment must be necessary for performance of the work.

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

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

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

LBE REQUIREMENTS FOR CONTRACTOR

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

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

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

1. The listed LBE subcontractor or supplier fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
2. The listed LBE subcontractor or supplier becomes bankrupt or insolvent.
3. The listed LBE subcontractor or supplier fails to meet the bond requirements of the Contractor.
4. The work performed or the materials or equipment provided by the listed LBE subcontractor or supplier are unsatisfactory or are not in accordance with the plans and specifications.
5. The listed LBE subcontractor or supplier fails to perform its contractual obligations.
6. It would be in the best interest of the City.

Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications or any other documents required for compliance with these specifications, or failure to utilize one or more LBE's in substantial compliance with the LBE utilization indicated in the Contractor's bid or proposal (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract.

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

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

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

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

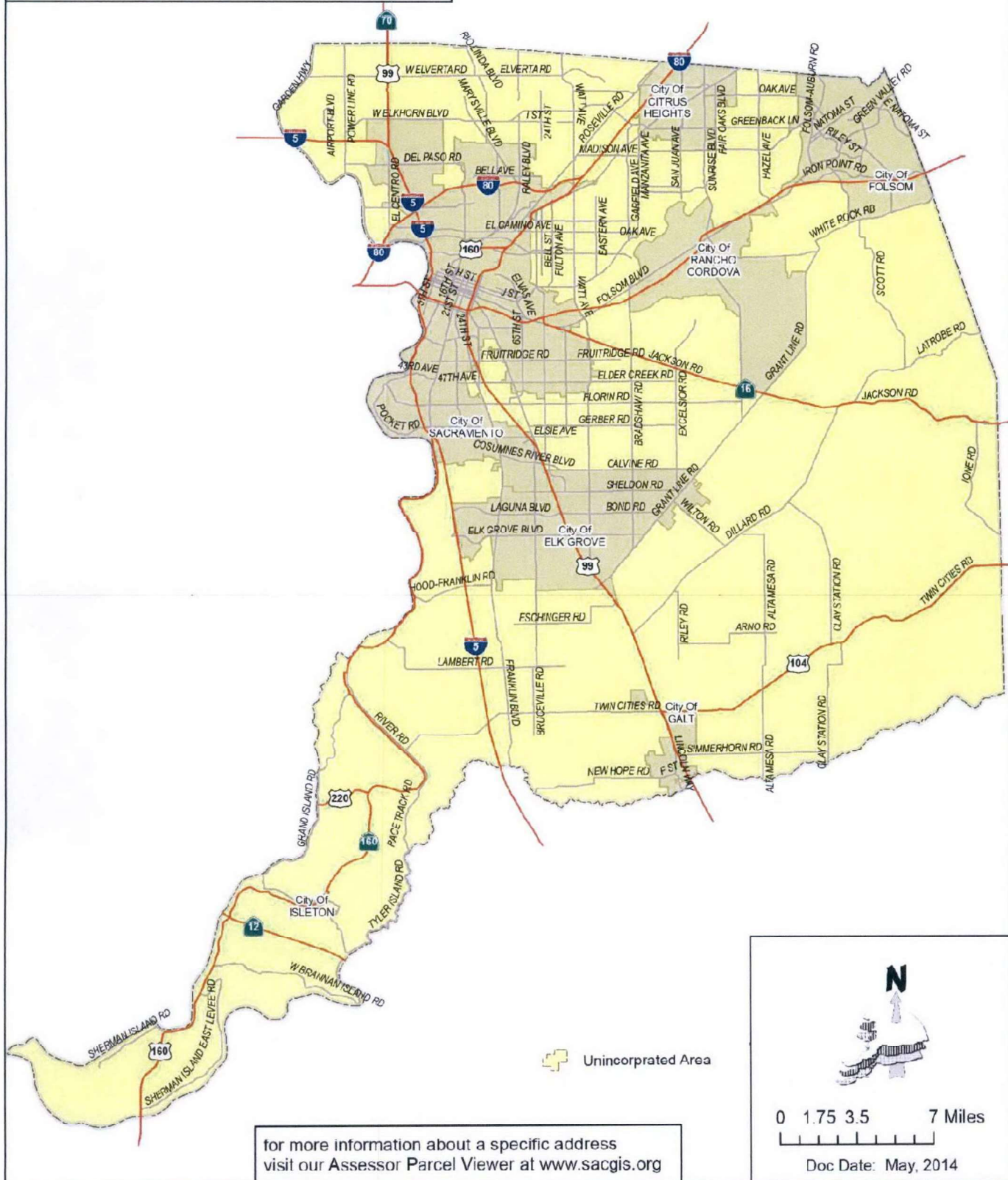
LBE status is applicable to the following:

- 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

The map below can be found at: <http://www.311.saccounty.net/Pages/Sacramento-County-Maps.aspx>



UNINCORPORATED AREAS



For an interactive map showing exact address locations within the City of Sacramento or unincorporated County of Sacramento: http://generalmap.gis.saccounty.net/JSViewer/county_portal.html

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

- ☒ **YES** - the firm submitting the bid is qualified as a local business enterprise.
- ☐ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

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

GNB32019-01048

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

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

8503 Weyand Avenue

Sacramento, CA 95828

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

RCVD CLERK DROP BOX
MAY 28 '25 PM 1:48

Sealed Proposal for:

PN: X14170507

Bid No # B25141311004

Pioneer Structural Repairs

ATTN:

**Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor's
Reception Desk, Sacramento, CA**

DO NOT OPEN

Bidder:

NMI Industrial Holdings LLC

3 Weyand Ave, Sacramento, CA 95828

Jack Ghiglione

510-504-4208

jack.ghiglione@NMIindustrial.com

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

Contractor's Name: NMI Industrial Holdings, LLC.

(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than May 14, 2025, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor's Reception Desk, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on May 14, 2025, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

PIONEER STRUCTURAL REPAIRS**PN: X14170509 Bid No: B25141311004**

in the City and County of Sacramento, California.

TOTAL BID: One Million, Two Hundred and Fifteen Thousand, Two Hundred Dollars (\$ 1,215,200.00).

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	<u>\$165,700.00</u>	<u>\$ 165,700.00</u>
2	Preconstruction Photographs	1	LS	<u>\$ 3,900.00</u>	<u>\$3,900.00</u>
3	Stainless Steel Support Columns	32	EA	<u>\$ 20,300.00</u>	<u>\$649,600.00</u>
4	Remove and Replace Stainless Steel Support Columns	7	EA	<u>\$22,700.00</u>	<u>\$158,900.00</u>
5	External Repair - Location 1	1	LS	<u>\$11,600.00</u>	<u>\$11,600.00</u>
6	External Repair - Location 2	1	LS	<u>\$ 24,600.00</u>	<u>\$24,600.00</u>
7	External Repair - Location 3	1	LS	<u>\$19,500.00</u>	<u>\$19,500.00</u>
8	External Repair - Location 4	1	LS	<u>\$2,600.00</u>	<u>\$ 2,600.00</u>
9	External Repair - Location 5	1	LS	<u>\$7,100.00</u>	<u>\$ 7,100.00</u>
10	External Repair - Location 6	1	LS	<u>\$ 2,600.00</u>	<u>\$2,600.00</u>
11	External Repair - Location 7	1	LS	<u>\$17,400.00</u>	<u>\$17,400.00</u>
12	External Repair - Location 8	1	LS	<u>\$ 5,300.00</u>	<u>\$ 5,300.00</u>
13	External Repair - Location 9	1	LS	<u>\$ 3,200.00</u>	<u>\$ 3,200.00</u>
14	External Repair - Location 8 10	1	LS	<u>\$9,500.00</u>	<u>\$ 9,500.00</u>

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
15	External Repair - Location 11	1	LS	\$ <u>1,900.00</u>	\$ <u>1,900.00</u>
16	External Repair - Location 13	1	LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
17	External Repair - Location 15	1	LS	\$ <u>5,200.00</u>	\$ <u>5,200.00</u>
18	External Repair - Locations 12, 14, 16	1	LS	\$ <u>33,400.00</u>	\$ <u>33,400.00</u>
19	External Repair - Location 17	1	LS	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>
20	External Repair - Location 18	1	LS	\$ <u>16,500.00</u>	\$ <u>16,500.00</u>
21	External Repair - Location 19	1	LS	\$ <u>17,000.00</u>	\$ <u>17,000.00</u>
22	External Repair - Location 20	1	LS	\$	\$
23	External Repair - Location 21	1	LS	\$ <u>13,900.00</u>	\$ <u>13,900.00</u>
24	External Repair - Location 22	1	LS	\$ <u>10,700.00</u>	\$ <u>10,700.00</u>
25	External Repair - Location 23	1	LS	\$ <u>13,900.00</u>	\$ <u>13,900.00</u>
26	External Repair - Location 24	1	LS	\$ <u>10,700.00</u>	\$ <u>10,700.00</u>

TOTAL BID: \$ \$1,215,200.00

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.

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

When the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit 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 City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item 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.

It is understood that this bid is based upon completion of the work within a period **of One Hundred and Ten working days** commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **\$1,500.00 for each working day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

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

documentation with the Sealed Proposal of previous satisfactory experience in installation of steel columns, in accordance with the following:

The undersigned shall provide documentation for a minimum of three (3) projects of similar size and scope for the installation of steel support columns performed by the undersigned for a municipality or other public agency within the last five years. The documentation for each project shall describe the work performed, including the number and dimensions of steel support columns installed, the type of foundation used, the contract amount and duration, and the time period of performance. It shall also include the name, address, and telephone number of the owner agency or municipality. Additionally, the documentation shall include the name of a contact person for each owner who is familiar with the work performed. The above documentation shall be included with the Sealed Proposal.

- A Sealed Proposal that does not include the above required documentation may be rejected as non-responsive.

Please note that information included in the above documentation and/or obtained from such other owner agency or municipality or from another source regarding the bidder's performance on another public project also may be used by the City in determining whether the bidder is a responsible bidder.

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

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

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within sixty (60) working days after opening of the Proposals. The City reserves the right to reject any and all bids.

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and NMI Industrial Holdings, LLC 8503 Weyand Avenue Sacramento, CA 95828 ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- Notice to Contractors
- Proposal Form submitted by the Contractor
- Instructions to Bidders
- Subcontractor and Local Business Enterprise Participation Form
- Drug-Free Workplace Policy and Affidavit
- Construction and Demolition (C&D) Debris Recycling Requirements
- Workers' Compensation Insurance Certification
- Federal or State funding requirements (if applicable)
- Local Business Enterprise (LBE) Requirements
- Requirements of the Non-Discrimination in Employee Benefits Code
- Ban-The-Box Requirements
- Community Workforce and Training Agreement (CWTA)
- Addenda, if any
- This Agreement
- Standard Specifications
- Special Provisions
- Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on November 10, 2020 (Resolution No. 2020-0354), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

PIONEER STRUCTURAL REPAIRS PN: X14170509

Including the Work called for in the following alternative bid items described in the Proposal Form:

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

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

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

6. PROGRESS PAYMENTS

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

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the

City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 110 working days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and

conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$3,000.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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


THE FOLLOWING ADDITIONAL LIQUIDATED DAMAGES PROVISION(S) APPLY IF CHECKED:

☒ In addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City for failure to complete the portion of the Work specified below by the milestone date specified below. The amount of such additional liquidated damages shall be either *[check one]*:

☐ a lump sum amount of _____, OR

☒ the daily amount of \$4,100 for each working day after such milestone date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such portion of the Work is completed.

Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

Portion of the WorkMilestone DateInternal Repairs10/15/25**CONTRACTOR'S ACKNOWLEDGMENT:**


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

16. INDEMNITY AND HOLD HARMLESS

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

(\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

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

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

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

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

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

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

- (1) Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any

insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

City of Sacramento
c/o EXIGIS LLC
P.O. Box 947
Murrieta, CA 92564

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

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

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

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

amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

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

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

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

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

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property

shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

33. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

34. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies. Contractor agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

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

CONTRACTOR

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

DATE 06/05/2025

Signed by:
BY Todd Krevitsky
B2B7A0CFA04F431...

Print Name

COO

Title

BY _____

Print Name

Title

1000003621

DIR Registration #

27-3124116

Federal ID#

311-1004-2

State ID#

1049757

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

Type of Business Entity (*check one*):

☐ Individual/Sole Proprietor

☒ Partnership

☐ Corporation

☐ Limited Liability Company

☐ Other (*please specify:* _____)

CITY OF SACRAMENTO

a municipal corporation

DATE _____

BY _____

For: Leyne Milstein, City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk



AUTHORIZATION TO INSERT DATE OF CONTRACT ON BONDS AND
POWER OF ATTORNEY

June 4, 2025

City of Sacramento
915 I Street
Sacramento, CA, 95814

Re: **NMI Industrial Holdings, LLC**
Bond No. US007454
Pioneer Structural Repairs (PN: X14170509) (B2514131104)

Dear Sir or Madam:

The undersigned is an authorized representative of **Euler Hermes North America Insurance Company**, the surety for **NMI Industrial Holdings, LLC** for and during the entire period of construction of the project described above.

Authorization is hereby given by the surety to: **City of Sacramento** to insert the date of the execution of the contract on the bonds and the power of attorney.

Euler Hermes North America Insurance Company

Mike Grillo, Attorney-In-Fact

Boston
One Liberty Square, Suite 1120
Boston, MA 02109
Telephone: 857.322.4731

Contact us
info@baldwin.com
Baldwin.com

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Bond No.: US007454
Premium: \$8,324.00

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

NMI Industrial Holdings, LLC
8503 Weyand Avenue
Sacramento, CA 95828

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

Pioneer Structural Repairs
(PN: X14170509) (B2514131104)

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

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

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety) : Euler Hermes North America Insurance Company, 100 International Drive, 22nd Floor, Baltimore, MD 21202, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: One Million, Two Hundred and Fifteen Thousand, Two Hundred Dollars (**\$1,215,200.00**) for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on _____, 2025.

NMI Industrial Holdings, LLC
(Contractor) (Seal)
By: [Signature]
Title: Scott Chaskin, President

ORIGINAL APPROVED AS TO FORM:
City Attorney

Euler Hermes North America Insurance Company
(Surety) (Seal)
By: [Signature]
Title: Mike Grillo, Attorney-In-Fact
Agent Name and Address: Mike Grillo
1250 Route 28, Suite 201, Branchburg, NJ 08876
Agent Phone #: (201) 618-6075
Surety Phone #: (877) 883-3224
California License # 4239696

Surety Email: oliver.scigliano@amer.allianz-trade.com

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~~ Connecticut

County of Hartford

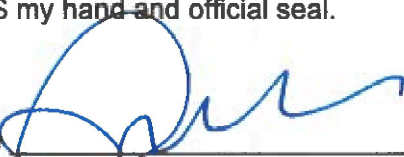
On June 4, 2025 before me, Adam Martin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)

My Commission Expires: July 31, 2026

ADAM MARTIN
NOTARY PUBLIC - CT 171968
My Commission Expires July 31, 2026

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

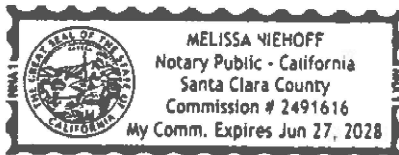
State of California

County of Sacramento }

On June 10th, 2025 before me, Melissa Niehoff, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Scott Edwin Chastain
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than:

16

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Jane L. Fedorczyk; Patricia A. Moore; Robert S. Rapp Elizabeth Riga; Fred Nicholson; Daniel Zirpoli; Adam Martin Joseph Gialinis; James Friedrichsen; Vicki Johnston Gary V. Rispoli; Gregory J. Steele; Steven R. Foster Christopher R. Saul; Elizabeth A. Stickman; Mike Grillo	1250 Route 28 Suite 201 Branchburg, NJ 08876	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.



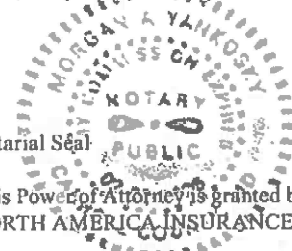
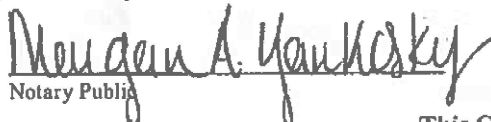

James Daly, President and CEO-The Americas



Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____, 20____.




Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

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

Bond No.: US007454
Premium: See Performance Bond

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

**NMI Industrial Holdings, LLC
8503 Weyand Avenue
Sacramento, CA 95828**

hereinafter called Contractor, a contract for construction of:

**Pioneer Structural Repairs
(PN: X14170509) (B2514131104)**

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*):

Euler Hermes North America Insurance Company, 100 International Drive, 22nd Floor, Baltimore, MD 21202, 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 One Million, Two Hundred and Fifteen Thousand, Two Hundred Dollars **(\$1,215,200.00)**

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on _____, 2025.

NMI Industrial Holdings, LLC
(Contractor) (Seal)
By: [Signature]
Title: Scott Chastain, President

ORIGINAL APPROVED AS TO FORM:

City Attorney

Euler Hermes North America Insurance Company
(Surety) (Seal)
By: [Signature]
Title: Mike Grillo, Attorney-In-Fact
Agent Name and Address: Mike Grillo
1250 Route 28, Suite 201, Branchburg, NJ 08876
Agent Phone #: (201) 618-6075
Surety Phone #: (877) 883-3224
California License #: 4239696
Surety Email: oliver.scigliano@amer.allianz-trade.com

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~~ Connecticut
County of Hartford)

On June 4, 2025 before me, Adam Martin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)

My Commission Expires: July 31, 2026

ADAM MARTIN
NOTARY PUBLIC - CT 171968
My Commission Expires July 31, 2026

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

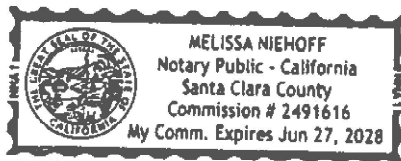
State of California

County of Sacramento }

On Jun 10th, 2025 before me, Melissa Niehoff, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Scott Edwin Chastain
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than:

16

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Jane L. Fedorczyk; Patricia A. Moore; Robert S. Rapp Elizabeth Riga; Fred Nicholson; Daniel Zirpoli; Adam Martin Joseph Giaimis; James Friedrichsen; Vicki Johnston Gary V. Rispoli; Gregory J. Steele; Steven R. Foster Christopher R. Saul; Elizabeth A. Stickman; Mike Grillo	1250 Route 28 Suite 201 Branchburg, NJ 08876	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.



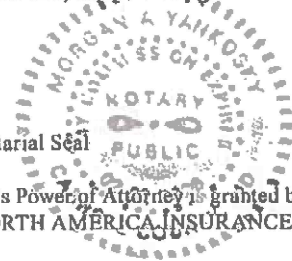

James Daly, President and CEO-The Americas



Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.




Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

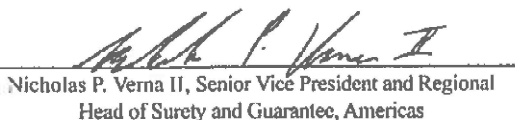
RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____, 20 _____.

Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

EULER HERMES NORTH AMERICA INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities, and Policyholders' Surplus

Statutory Basis at December 31, 2023

(In thousands, except share data)

Admitted Assets	2023
Bonds	\$ 833,544
Common stocks	7,103
Cash and cash equivalents	3,189
Other investments	34,979
Total cash and invested assets	878,815
Premiums receivable	147,380
Reinsurance recoverable on paid losses	30,712
Reinsurance funds held	4
Reinsurance receivable profit commissions	18,533
Accrued investment income	3,925
Federal income tax recoverable	—
Net deferred tax assets	24,486
Electronic data processing equipment and software, net	997
Receivable from parent, subsidiaries, and affiliates	3,075
Other admitted assets	8,239
Total admitted assets	\$ 1,116,166

Liabilities and Policyholders' Surplus

Liabilities:	
Unpaid losses and loss adjustment expenses	\$ 316,681
Unearned premiums	222,128
Premium taxes, licenses, and fees	6,780
Provision for reinsurance	954
Ceded reinsurance premiums payable	51,556
Reinsurance payable on paid losses	19,417
Payable to parent, subsidiaries, and affiliates	25,272
Federal and foreign taxes	5,252
Accounts payable and accrued expenses	79,817
Funds held under reinsurance agreements	52,334
Total liabilities	780,191



Allianz
Trade

Policyholders' surplus:

Common stock — par value \$10 per share. Authorized, issued, and outstanding shares 250,000	2,500
Gross paid-in and contributed surplus	13,167
Unassigned surplus	320,308
Total policyholders' surplus	335,975
Total liabilities and policyholders' surplus	\$ 1,116,166

Louise Jordan, being duly sworn, affirms that she is the Chief Financial and Administration Officer of Euler Hermes North America Insurance Company, and that to the best of her knowledge and belief, the foregoing statement is a true and correct statement of financial condition of said Company as of the 31st of December, 2023.

Subscribed and sworn to before me this 16th day of June 2024

Morgan A. Yankosky
Notary Public

[Signature]
Louise Jordan, CFAO



STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Euler Hermes North America Insurance Company

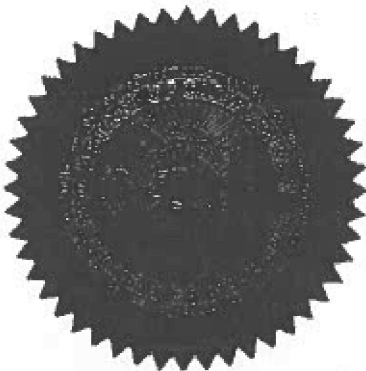
of Maryland , organized under the laws of Maryland , subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Surety, Plate Glass, Liability,
Boller and Machinery, Burglary, Credit,
Sprinkler, Aircraft, and Miscellaneous**

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

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

IN WITNESS WHEREOF, *effective as of the 15th day of May, 2012,*
I have hereunto set my hand and caused my official seal to be affixed
this 15th day of May, 2012 .



By

Dave Jones
Insurance Commissioner

Susan J. Stapp
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

COMMUNITY WORKFORCE AND TRAINING AGREEMENT

CITY OF SACRAMENTO

INTRODUCTION/FINDINGS

The purpose of this Community Workforce and Training Agreement is to promote efficiency of construction operations in the construction of major projects set forth in the City of Sacramento's Capital Improvement Plan and other public works projects that are subject to this Agreement, thereby promoting the public interest in assuring the timely and cost-effective completion of such projects, and supporting the efforts of the City to increase employment opportunities for workers who are local area residents, and to provide construction career training and employment opportunities for the City's at-risk youth, military veterans, women and other disadvantaged residents through local apprenticeship and pre-apprentice programs.

A. The City adopts a five-year Capital Improvement Plan that identifies the public projects necessary to maintain and improve the physical properties of the City, including construction or repair of City buildings and facilities, such as streets, roads, storm drains, traffic signals, parks, and community centers.

B. The City undertakes and anticipates undertaking projects identified in the Capital Improvement Plan and other City public works projects that involve significant construction costs in excess of the threshold set forth in this Agreement.

C. The City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves.

D. The City has determined that applying a uniform workforce agreement to the Capital Improvement Plan and other public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the City and its contractors.

E. Community workforce and training agreements and similar workforce agreements have been used successfully to achieve the goals and objectives set forth in this Agreement by other public agencies and private entities on major construction projects in the region, including on the Golden 1 Center project.

F. Large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by the Local Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement.

G. The use of skilled labor on construction work increases the safety of construction operations and the quality of completed work.



H. Major projects subject to this Agreement will require multiple contractors and bargaining units to be on the job site at the same time over an extended period of time, increasing the potential for work disruption in the absence of an overriding commitment to maintain continuity of work.

I. The interests of the general public and taxpayers, the City, the Contractor(s) and the Unions would be best served if the construction work proceeded in an orderly manner without disruption and delay.

J. The Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement.

K. This Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.

L. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the Sacramento City Code, the California State Public Contract Code and other applicable state, local and federal laws.

M. The City has the right and is legally obligated, subject to certain exceptions, to select the lowest responsive and responsible bidder for the award of construction contracts on the Project or to reject all bids.

N. The City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and also recognizes the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry.

O. The parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Capital Improvement Plan projects and other major City public works projects subject to this Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Community Workforce and Training Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) required to be executed by any Contractor(s) working on the Project as a precondition to performing Covered Work on the Project.

1.3 "City" means the City of Sacramento.

1.4 "Completion" means the point at which there is Final Acceptance by the City, which occurs when the City determines that the entire project is complete in accordance with the City's Standard Specifications. The date of completion of the entire Project shall be specified in any Notice of Completion filed pursuant to Civil Code Section 3093.

1.5 "Construction Contract" means all public works contracts approved by the City for a Project, including design-bid, design-build, lease-leaseback or other contracts under which Covered Work is performed.

1.6 "Contractor or "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any successor or assigns of such persons or entities, that has entered into a contract with the City, or with any other person or entity contracting for work on the Project on behalf of the City (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the City, and any of its contractors or subcontractors of any tier.

1.7 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which shall be provided to the City.

1.8 "Project" means any City public works project where any bid solicitation for any Construction Contract related to the Project is issued on or after January 1, 2019,¹ where either the engineer's estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project exceeds One Million Dollars (\$1,000,000). All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value of the Project.

1.9 "Project Manager" means the person or business entity designated by, or under

¹ This Agreement will apply to the following City Construction Contracts, regardless of the date of bidding: Sacramento Convention Center, Community Center Theater, Natomas Aquatic Center, McKinley Vault, Third Street Sewer, and Fire Station 14. This Agreement will not apply to any remaining Construction Contracts, even if bid after January 1, 2019, that are part of the City's Accelerated Water Meter Program approved by the City Council prior to the execution of this Agreement (commonly referred to as "Meters Matter").

contract with the City to oversee all phases of construction on the Project.

1.10 "Trades Council" means the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO.

1.11 "Union" or "Unions" means the labor organizations that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions"). The Trades Council and the Unions are collectively referred to herein as the "Unions."

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties. This Agreement applies and is limited to all Contractor(s), performing Construction Contracts on the Project, the City, the Trades Council and the Local Unions that are signatory to this Agreement.

2.2 Applicability. This Agreement governs all Construction Contracts awarded on the City Projects subject to this Agreement. For purposes of this Agreement, a Construction Contract is considered completed as described in Section 1.4, except when the City's authorized representative directs a Contractor to engage in repairs, warranty work, or modifications as required under the original Construction Contract with the City.

2.2.1 Covered Work. This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.2.2 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance or operational revisions to systems and/or subsystems for the Project that are part of the original Construction Contract, including when performed after Completion, unless it is performed by City employees.

2.2.3 This Agreement covers all on-site fabrication work over which the City, Contractor(s) or their subcontractors possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site fabrication work necessary for the Project that is traditionally

performed by any of the Unions and that is covered by a Master Agreement or local addenda to a National Agreement of the applicable Union(s) in effect as of the execution date of this Agreement.

2.2.4 The furnishing of supplies, equipment or materials that are stockpiled for later use are not covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand, or other fill or material that is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by law. Contractor(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by the Construction Contract.

2.2.5 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.3 Exclusions from Covered Work

2.3.1 The Agreement is limited to construction work on a Project and is not intended to and shall not affect or govern the award of construction contracts by the City which are not a part of a Project.

2.3.2 The Agreement does not apply to a Contractor(s)' non-construction craft employees, including but not limited to executives, managerial employees, contract and/or construction managers, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative, management, office, professional, and clerical employees.

2.3.3 The Agreement does not apply to work by employees of the City.

2.3.4 The Agreement does not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.3.5 The Agreement does not apply to work performed by employees of an Original Equipment Manufacturer ("OEM") or vendor on the OEM's or vendor's equipment if required by the warranty agreement between the OEM or vendor and the City in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the OEM's or vendor's usual and customary warranty agreement for such equipment.

2.3.6 The Agreement does not apply to specialized or technical work requiring specialized training, unique skills, and/or a level of specific technical experience that the Unions do not possess, including the use of specialty equipment and tools. Before any Contractor subcontracts any work subject to this exception, such Contractor shall give the

Trades Council at least three (3) days advance notice. Any specialized or technical work subject to this Section anticipated by the Project Manager or any Contractor shall be discussed at the Pre-Job Conference held pursuant to Article V. Any disputes regarding the application of this Section shall be resolved by the parties through the expedited arbitration process in Section 4.2 to determine whether any violation of this section has occurred.

2.3.7 The Agreement does not apply to laboratory work for specialty testing or inspections and all testing or inspections not covered by the Master Agreement of one of the signatory Unions.

2.3.8 The Agreement does not apply to any work performed on, near, or leading to the Project and undertaken by state, county, or other governmental bodies or their contractors, or public utilities or their contractors.

2.3.9 The Agreement does not apply to any work related to the creation or installation of any Art Work by an individual Artist as part of the City's Art in Public Places requirement. For purposes of this Agreement, "Art Work" is a unique, one-of-a-kind decorative element to be incorporated into the building or site, the design, illustration, and detailing of which can only be fully completed in the field and can only be performed by the individual Artist. An "Artist" is an individual that is engaged by the City or the Primary Employer to create and install Art Work. The Artist shall perform all final adjustments, finishing touches, and final painting of any Art Work.

2.3.10 The Agreement does not apply to work on any housing or residential component of a Project that is otherwise covered by this Agreement.

2.4 Award and Enforcement of Construction Contracts. Notwithstanding any other provision of this Agreement, the City has the absolute right to select any qualified bidder for the award of Construction Contracts and to enforce all provisions of its Construction Contracts. The bidder need only be willing, ready and able to execute the Addendum A Agreement to be Bound and comply with this Agreement. This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the City agree to be bound by the terms and conditions of the Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s) agrees to be bound by each and every provision of the Agreement, and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement to such subcontractor, and shall require their subcontractor,

as a condition to accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement is only binding on the signatories and their successors and assigns, and does not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor and subcontractor is alone liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement. Any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union does not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.5 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV **WORK STOPPAGES, STRIKES, SYMPATHY** **STRIKES AND LOCKOUTS**

4.1 The Unions, City and Contractor(s) covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s) or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Trades Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of the Trades Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration. Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Barry Winograd, as the permanent arbitrator, or John Kagel, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Section 14.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the City and the party alleged to be in violation, and to the Trades Council and involved Local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend such hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award.

The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings and the party alleged to be in breach of its obligation under this Article.

ARTICLE V

JOINT LABOR/MANAGEMENT MEETINGS AND

PRE-JOB CONFERENCES

5.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, joint Labor/Management meetings between the City, the Project Manager, the Contractor(s) and the Unions shall be held on a periodic basis to be determined by the parties. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These meetings will include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project.

5.2 Pre-Job Conferences. The Project Manager shall convene and conduct a Pre-Job Conference with representatives of all involved Contractor(s) and the Unions at least twenty-one (21) calendar days prior to the commencement of any Covered Work on the Project and prior to the commencement of any Covered Work on each subsequently awarded Construction Contract or phase of the Project. The conference shall be attended by a representative of each participating Contractor and each affected Union. The Trades Council and City may attend at their discretion. The Project Manager and the Contractor(s) shall be prepared to discuss in detail: (i) the scope of work for each Contractor; (ii) craft assignments; (iii) estimated number of craft workers required to perform the work; (iv) transportation arrangements; (v) estimated start and completion dates of the work; and (vi) planned use of pre-fabricated materials. The meeting shall be held at a location mutually agreeable to the parties.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION SECURITY

7.1 The Contractor(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) day of consecutive or cumulative employment on the Project, be responsible for the payment of the applicable periodic working dues and any associated fees uniformly required for union membership in the Local Union that is signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union.

7.3 Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Union(s) must comply with the required check-in procedure prior to visiting the work area.

ARTICLE VIII
REFERRAL

8.1 Contractor(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s) in accordance with this Article VIII.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s) consistent with Section 2.3.2 of this Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

ARTICLE IX
LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT

9.1 Local Hire. It is in the interest of the parties to this Agreement to facilitate employment of City of Sacramento and Sacramento County residents and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy. The "Local Area" is defined as the City of Sacramento, Sacramento County, and the additional nine counties in section 9.1.3 below. It is the objective of the parties that not less than fifty percent (50%) of the combined journey-level and apprentice hours worked on the Project, on a craft by craft basis, be worked by residents of the Local Area. The Unions agree that residents of the Local Area shall be first referred for Project Work, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:

9.1.1 Priority 1: Residents of the City of Sacramento.

9.1.2 Priority 2: Residents of Sacramento County outside of the City of Sacramento.

9.1.3 Priority 3: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra and San Joaquin.

9.2 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the requirements of the contractor and to meet the Local Area resident hiring objectives of this Agreement, and will provide, at the time of referral, information to the City and its representatives regarding the zip code where each skilled craft persons and apprentices referred for Project Work resides. The Local Area residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled and such referrals shall be in accordance with law and consistent with the Local Union's hiring hall rules and procedures.

9.3 The parties also recognize and support the City's commitment to provide opportunities for participation of City of Sacramento businesses on Projects covered by this Agreement. In furtherance of this commitment and the local hire objectives of this Agreement, the parties agree that such City of Sacramento contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of such Contractor's "core" employees who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;

- (3) were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;
- (4) have the ability to perform safely the basic functions of the applicable trade; and
- (5) are City of Sacramento residents.

For purposes of this Section 9.3, a City of Sacramento contractor or subcontractor is any construction contractor that maintains its principal place of business in the City of Sacramento. A City of Sacramento resident is any individual who six (6) months prior to the award of the Construction Contract to the Contractor can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the municipal boundaries of the City of Sacramento.

9.4 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired four (4) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

9.5 The work hours performed by any out-of-state residents shall not be included in the total work hours on the Project in calculating the percentage of total work hours worked by Local Area residents.

9.6 Apprenticeship and Workforce Development.

9.6.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s) shall employ apprentices of a California State- approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination. Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

9.6.2 It is an objective of the parties that not less than twenty percent (20%) of all apprentice hours worked on the Project, on a craft by craft basis, shall be worked by "Priority Apprentices." Priority Apprentices shall reside in one of the economically disadvantaged zip codes listed in section 9.6.2.1 and meet one additional Priority Apprentice criteria in section 9.6.2.2 below. Contractors shall reach this goal through utilization of the normal hiring hall procedures. The Unions are committed to working with the Contractors to achieve these goals. All apprentices referred to Contractors under this Agreement shall be enrolled in State of California approved Joint Apprentice Training Programs.

9.6.2.1 To qualify as a Priority Apprentice, an apprentice must reside in one of the following economically disadvantaged zip codes: 95652, 95660, 95811, 95814, 95815, 95817, 95820, 95823, 95824, 95832, 95838.

9.6.2.2 In addition to residing in one of the economically disadvantaged zip codes, to qualify as a Priority Apprentice, an apprentice must satisfy one of the eligibility criteria maintained and enforced by the Sacramento Employment and Training Agency ("SETA"), including criteria for: veterans; prior offenders; public assistance recipients; foster youth; homeless; unemployed individuals; women interested in joining the trades; and/or other criteria as may be agreed to by the City and the Trades Council. Determination of an individual's satisfaction of the Priority Apprentice criteria shall be made in a manner consistent with historic eligibility determination policies and practices. The individual must also meet eligibility criteria and application requirements for applicable Union apprenticeship programs.

9.6.2.3 In the event that an insufficient number of apprentices have been identified to meet the Priority Apprentice work hour objectives of this Agreement from the economically disadvantaged zip code specified in Section 9.6.2.1 after a good faith effort to identify eligible residents, the Priority Apprentice goals may be satisfied by identifying apprentices that satisfy one of the SETA criteria described in Section 9.6.2.2 and who also are residents of the Local Area in the order of priority set forth in Section 9.1.

9.6.3 The Trades Council and Unions will determine the admission and training of Priority Apprentices placed into applicable apprenticeship programs. Upon request from a Contractor, the Unions shall timely dispatch available apprentices who satisfy specified Priority Apprentice criteria, the requirements of a specific job and such other applicable bona fide qualifications.

9.7 The Contractor and Unions shall make good faith efforts to reach the local hire, and Priority Apprentice goals set forth in Section 9 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprenticeship programs. The Unions are committed to working with the Contractor(s) and community-based organizations to achieve these goals. At least annually, the Unions and the City will conduct a Community Career Fair to provide at-risk youth, veterans, and others an opportunity to learn about each craft and the process for entering their apprenticeship programs.

9.7.1 To assess compliance with the local hire and Priority Apprentice goals of the CWTA, Contractor shall provide monthly workforce reports at the regular Joint Labor/Management meetings required by the CWTA. The workforce reports shall include information regarding the number of: (i) journey-level workers that are Local Area Residents; (ii) Apprentices that are Local Area Residents and satisfy the other Priority Apprentice criteria, including a breakdown of apprentices that reside within the targeted zip codes. The Contractor(s) and the Unions agree to furnish all information required to prepare these reports.

9.7.2 In the event that the workforce reports indicate that the local hire and apprenticeship goals of the CWTA are not being met, the Project Manager or his or her designee shall explore with the Contractors and subcontractors and the Unions additional actions and measures that may be taken to ensure compliance with such goals.

9.7.3 The Contractor(s) will describe the requirements, performance and enforcement mechanisms of this CWTA including this Apprenticeship Program in each subcontract. Any Contractor or subcontractor who fails to employ without just cause Apprentice(s) dispatched by an Apprenticeship Program thereby jeopardizing its opportunity to achieve the apprenticeship goals described above shall, upon receipt of written notice from the Project Manager or his or her designee, be given thirty (30) days to promptly employ such number of dispatched Apprentices as may be required to meet the stated apprentice goals available under that certain Subcontractor's subcontract. In the event of a second written notice of failure to employ without just cause dispatched Apprentices from the Unions to a Contractor or subcontractor, the Project Manager or his or her designee shall take such actions as it deems appropriate to the circumstances and necessary to achieve the purposes of the CWTA, bid documents, and the subcontractor's subcontract.

9.8 Student Internship Opportunities. All Contractors awarded Construction Contracts to perform Covered Work on the Project shall make a good faith effort to provide paid internship opportunities to eligible students. Such opportunities may include engineering, design, and/or construction management work associated with the implementation and administration of the Project.

9.9 Good Faith Efforts. A Contractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprentice, and Student Internship goals of this Agreement. The Contractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

9.9.1 Within seven (7) calendar days after Notice to Proceed, the Contractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprentice and Student Internship goals.

9.9.2 The Contractor or subcontractor shall notify the Project Manager by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area residents and/or Priority Apprentices to the Project. It shall be the responsibility of the Contractor to retain all evidence of such good faith efforts.

9.10 Enforcement, Compliance and Reporting.

9.10.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports, described in section 9.7.1 above, documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Local Area residents, Priority Apprentice, and Student Internship work hour utilization on the Project; and 2) documentation showing any requests made to the Union dispatchers for Local Area residents and Priority Apprentices and the Union's response to the request.

9.10.2 The City staff shall monitor the operation of the Local Hire, Priority Apprenticeship and Student Internship programs and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor has not complied with the goals or demonstrated good faith efforts to do so, the City and the Contractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

ARTICLE X

HELMETS TO HARDHATS

10.1 The Contractor(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor- Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractor(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI

WAGES AND BENEFITS

11.1 All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

11.2 By signing this Agreement, the Contractor(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in Section 11.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for a Trust Fund(s) when required by such Trust Fund(s).

11.3 Wages, Hours, Terms and Conditions of Employment. The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts to the extent such Master Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

11.4 During the period of construction on this Project, the Contractor(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

11.5 Holidays. Holidays shall be in compliance with the applicable Schedule A agreement.

ARTICLE XII **COMPLIANCE**

12.1 It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article XI. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City shall monitor and enforce the Contractor(s)' compliance with this Agreement and with the prevailing wage requirements of the State to the extent required by law.

ARTICLE XIII **EMPLOYEE GRIEVANCE PROCEDURE**

13.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XIV **GENERAL GRIEVANCE PROCEDURE**

14.1 Project Labor Disputes. All disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor and a signatory Union are parties shall be resolved pursuant to the resolution procedures of that Master Agreement. All disputes relating to the interpretation or application of this Agreement, excluding work stoppages, strikes, sympathy strikes, and lockouts subject to Article IV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article XIV.

14.2 No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Trades Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, within five (5) business days thereafter, either party may request the dispute be submitted to an Arbitrator for final and binding arbitration. The request for arbitration must be in writing with a copy to Project Manager. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. The Project Manager shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 14.2 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

14.3 Retention. At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed sufficient to cover the damages alleged in the grievance should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

ARTICLE XV

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

15.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s) subject to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Contractor(s) subject to this Agreement.

15.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Contractor will conduct a pre-job conference with the Unions in accordance with Section 5.2 of this Agreement.

ARTICLE XVI

MANAGEMENT RIGHTS

16.1 The City and Contractor(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.2.3 and by the lawful manning provisions in the

applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

ARTICLE XVII **DRUG & ALCOHOL TESTING**

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 The parties agree to recognize and use the Substance Abuse Program contained in each applicable Local Union's Master Agreement, except as it may conflict with the City's Drug-Free Workplace Policy. In the event of a conflict, the City's policy shall prevail.

ARTICLE XVIII **SAVINGS CLAUSE**

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor(s), the Unions will no longer be bound by the provisions of Article IV.

18.3 The parties agree that should any Project subject to this Agreement receive a non-de minimis allocation of federal funds for construction of the Project, and such federal funding allocation, whether or not allocated through the state, includes a condition to receipt of the federal funds that prohibits the City from applying any local hiring preference in any contracts for construction of the Project, or that prohibits application of any other provision or provisions of this Agreement, the local resident hiring provisions contained in Article IX, or any other provision or provisions of this Agreement prohibited by such condition to receipt of federal funds for Project construction, shall not be applied to the Project, but all other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE XIX **AMENDMENT/COUNTERPARTS/AUTHORITY**

19.1 Any substantive modification of any provision or addendum to this Agreement must be reduced to writing and signed by the City, Trades Council and Unions to be effective.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE XX **TERM**

20.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date it becomes effective. Every six to twelve months, the City and the Trades Council agree to meet and confer regarding the experience with Projects covered by the Agreement, and to determine whether any changes in the administration or implementation of the Agreement would be beneficial or would improve operation of the Agreement. Prior to the expiration of this Agreement, the parties may agree to extend the term of this Agreement or enter into a new agreement incorporating any substantive changes based on the status of and experience with Projects covered by the Agreement.

CITY OF SACRAMENTO

Francesca Lee Halbakken

Date: Nov. 9, 2018

Assistant City Manager Francesca Lee Halbakken for
City Manager Howard Chan

Approved as to form:

Jennifer V. Goro
City Attorney

Date: Nov. 9, 2018

Attested to by:

[Signature]
City Clerk

Date: 11/5/2018

SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO COUNCIL



Name:

Date: 11/09/2018

Executive Director

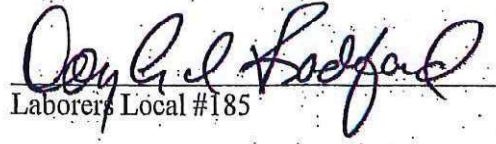
Title:

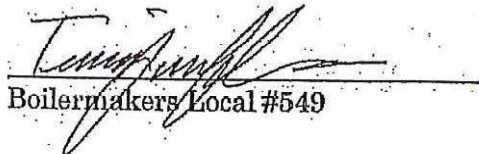
UNIONS


Asbestos Workers Local #16


Iron Workers Local #118


Bricklayers Local #3

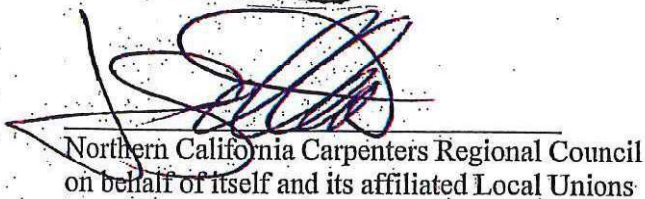

Laborers Local #185


Boilermakers Local #549


Operating Engineers Local #3

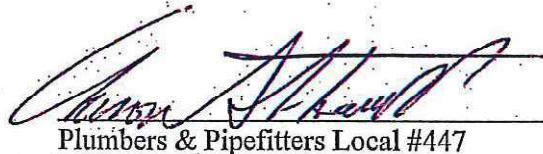

Cement Masons Local #400


Plasterers & Cement Masons Local #300


Northern California Carpenters Regional Council
on behalf of itself and its affiliated Local Unions


UA of Journeymen & Apprentices of the
Plumbing & Pipe Fitting Ind. Local #355

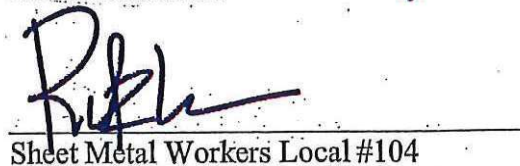

District Council #16 International
Union of Painters & Allied Trades


Plumbers & Pipefitters Local #447


Elevator Constructors Local #8

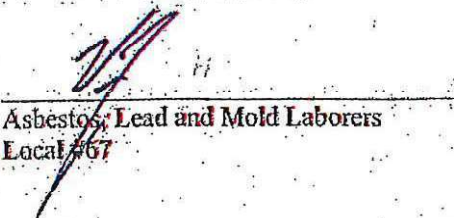

Roofers Local #81


International Brotherhood of Electricians
Local #340


Sheet Metal Workers Local #104


Sprinkler Fitters Local #669


Teamsters Local #150


Asbestos, Lead and Mold Laborers
Local #67

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: 6/4/2025

NMI Industrial Holdings, LLC.

Name of Contractor

Signed by:

Todd Krevitsky

B2B7A0CF404F434...
(Name of Contractor Representative)

Todd Krevitsky, COO

(Authorized Officer & Title)

951227

CSLB # or Motor Carrier Permit

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: 6/5/2025

Pullman SST, Inc.
Name of Contractor
Amelia Taylor
(Name of Contractor Representative)
David Clark
(Authorized Officer & Title)
#866480
CSLB # or Motor Carrier Permit

**AMENDMENT NO. 1
TO THE COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO**

This **Amendment No. 1** to the August 21, 2018, Community Workforce and Training Agreement (“Agreement”) is made at Sacramento, California, by and between the City of Sacramento and the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO, and the labor organizations that are signatory to this Amendment No. 1, is effective August 25, 2020.

WHEREAS, pursuant to Article XX of the Agreement (“Term”), the City and representatives of Sacramento-Sierra Building and Construction Trades Council, AFL-CIO, and Operating Engineers Local #3 have met and conferred regarding the City’s experience with street seal projects covered by the Agreement, and have determined that it would improve the operation of the Agreement if street seal projects were excluded from the Agreement for the remaining term of the Agreement.

WHEREAS, the Trades Council has also requested that the City agree to revisions to update Article 7 of the Agreement (“Union Security”) concerning employee representation.

NOW THEREFORE, the parties have agreed to revise the Agreement as follows:

1. Section 2.3 of the Agreement (Exclusions from Covered Work) is amended to add the following section 2.3.11:

2.3.11 The Agreement does not apply to any street seal work, including slurry seal, chip seal, or cape seal work, or any street seal component of a Project that is otherwise covered by the Agreement. The parties agree to meet and confer again regarding the City’s experience with street seal projects six to twelve months before the expiration of the CWTA.

2. Section 7.2 of the Agreement is amended and replaced as follows:

7.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized in writing by employees who elect to become union members in accordance with the applicable Master Agreement. Nothing in this Section 7.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on Following Pages]

REQUIREMENTS FOR THE LOCAL HIRE AND COMMUNITY WORKFORCE TRAINING PROGRAM

INTRODUCTION

The City of Sacramento has established a Local Hire and Community Workforce Training Program (“Local Hire Program”) to facilitate the employment of residents from the City of Sacramento, as well as the County of Sacramento and nine other nearby counties (the “Local Area”), on the City's capital improvement projects and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy.

APPLICATION

The Local Hire Program applies to the City’s capital improvement projects where the cost of the integrated construction project is \$1,000,000 or more.

DEFINITIONS

A “Covered Project” means a City construction project with a total cost of \$1,000,000 or more.

The “Local Area” includes Sacramento, Yolo, Placer, El Dorado, Amador, San Joaquin, Sutter, Yuba, Nevada, and Sierra counties, in the following order of priority:

Priority 1: Residents of the City of Sacramento

Priority 2: Residents of Sacramento County, outside the City of Sacramento

Priority 3: Residents of the Counties of Amador, El Dorado, Nevada, Placer, San Joaquin, Sierra, Sutter, Yolo, Yuba counties

A “Priority Apprentice” means an individual who is enrolled in a State of California approved Joint Apprentice Training Program, and who is a Resident of a Targeted Zip Code and meets one or more of the criteria maintained and enforced by the Sacramento Employment and Training Agency (“SETA”), including:

1. Veteran;
2. Prior offender;
3. Public assistance recipient;
4. Foster youth;
5. Homeless individual; or
6. Woman.

Determination of an individual’s qualifications as a Priority Apprentice shall be made by SETA based on documentation provided by the employee including: utility bills, including water, telephone, electricity, etc.; government issued documents, including driver’s license, court

order, etc.; bank statement; documentation from an insurance company; mortgage statement or residential lease/rental agreement; or, in the case of homeless individuals, a letter from a non-profit or other organization granting benefits or providing services to the individual. If necessary, SETA shall follow-up with visits or a phone call to verify information.

“Resident” means an individual who resides in the Local Area permanently. To demonstrate that an employee is a Resident of the Local Area, the employee shall provide the following documentation with a qualifying zip code: utility bills, including water, telephone, electricity, etc.; government issued documents, including driver’s license, court order, etc.; bank statement; documentation from an insurance company; a mortgage statement or residential lease/rental agreement; or, in the case of homeless individuals, a letter from a non-profit or other organization granting benefits or providing services to the individual. If necessary, SETA shall follow-up with visits or a phone call to verify information.

A “Targeted Zip Code” means one of the following economically disadvantaged zip codes: 95652, 95660, 95811, 95814, 95815, 95817, 95820, 95823, 95824, 95832, 95838.

LOCAL HIRE AND WORKFORCE DEVELOPMENT PROGRAM

Contractor and subcontractors hired to construct a Covered Project shall utilize workers, including Priority Apprentices and Student Interns, from the Local Area, as set forth below.

Total Workforce Goal

50% of the total workforce hours shall be worked by Residents the Local Area in the following priority:

1. Priority 1: Residents of the City of Sacramento.
2. Priority 2: Residents of Sacramento County outside the City of Sacramento.
3. Priority 3: Residents of the counties of Amador, El Dorado, Nevada, Placer, San Joaquin, Sierra, Sutter, Yolo, and Yuba.

Priority Apprentice Goal

20% of the total apprentice hours for the Covered Project, on a craft by craft basis, shall be worked by Priority Apprentices. Contractors will utilize the normal hiring hall procedures to reach this goal.

Student Internship Goals

All Contractors awarded construction contracts 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 or administration of a Covered Project or another project.

RECORDS AND DEMONSTRATING DILIGENT EFFORTS OF CONTRACTOR

Each contractor shall attend scheduled pre-job meetings and shall submit written workforce projections and projected work hours on a craft-by-craft basis. Within seven calendar days after receiving a notice to proceed, the Contractor shall meet with the City to present its plan for reaching the Total Workforce, Priority Apprentice, and Student Internship Goals.

Each contractor shall demonstrate its ongoing, diligent effort to satisfy the Total Workforce, Priority Apprentice, and Student Internship Goals by submitting monthly reports to the City identifying: i) journey-level workers that are Local Area Residents (including a listing with name, craft, and zip code of each worker); (ii) apprentices that satisfy the Priority Apprentice criteria, including a breakdown of apprentices that reside within the Targeted Zip Codes and a breakdown of the other Priority Apprentice criteria satisfied (reflecting the name, craft, zip code, and other qualifying criteria met for each apprentice); and iii) student interns that are Local Area Residents. Along with the monthly reports, each contractor shall submit certified weekly payrolls to the City to demonstrate the total hours worked on the project.

If the union hiring hall cannot, upon the request of the contractor or subcontractor, dispatch Local Area Residents or Priority Apprentices to the project, the contractor or subcontractor shall promptly notify the City.

In the event contractor's monthly reports do not demonstrate progress toward achieving the Total Workforce, Priority Apprentice, and Student Internship Goals, or demonstrate contractor's ongoing, diligent effort to do so, the City and the contractor shall meet and confer to identify necessary actions to resolve the issue and ensure a diligent effort to achieve the Total Workforce and Priority Apprentice Goals moving forward. If the contractor demonstrates that sufficient Priority Apprentices residing within the Targeted Zip Codes are unavailable, the City may prioritize apprentices that otherwise satisfy one of the criteria of Priority Apprentices who Reside in the Local Area.

The contractor shall maintain employment and payroll records of workers for three years after receiving final payment from the City. Such records shall show the name and address of worker, and the total number of hours worked.

No later than 30 days after completion of the project, a final report 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, certification, or other documents as may be required by the City, to determine compliance with any provision of the Local Hire Program.

**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 guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 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.) NMI Industrial Holdings, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the 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. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	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. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 8503 Weyand Ave 6 City, state, and ZIP code Sacramento, CA 95828 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7	-	3	1	2	4	1	6

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 	Date 01/03/2025
------------------	--	------------------------

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 keeps this form with their records.****Withholding Agent Information**

Name

City of Sacramento

Payee Information

Name

NMI Industrial Holdings, LLC.

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

27-3124116

Address (apt./ste., room)

8503 Weyand Ave

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

Sacramento

State

CA

ZIP code

95828

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request 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 accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Zoha Afshar, Accounting Manager

Telephone (916) 615-6524

Payee's signature ▶

Date 06/04/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2025

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 The Baldwin Group Specialty Industry, LLC Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876 USA	908-566-1010	CONTACT NAME: Danielle McCabe PHONE (A/C No. Ext): 9085661010 E-MAIL ADDRESS: certs.construction@baldwin.com	FAX (A/C No): 908-566-1020
INSURED NMI Industrial Holdings, LLC 8503 Weyand Avenue Sacramento, CA 95828 USA		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: EXECUTIVE RISK IND INC	35181
		INSURER B: FEDERAL INS CO	20281
		INSURER C: CONTINENTAL INS CO	35289
		INSURER D: Westfield Specialty Insurance	16992
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 752070017**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	54326286	07/01/24	07/01/25	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	54326285	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	93652731	07/01/24	07/01/25	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	54326288	07/01/24	07/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability #1			7015290708	07/01/24	07/01/25	Per Occurrence/Agg 5M/5M
D	Pollution Liability			CPP-336624W-01	07/01/24	07/01/25	Per Occurrence/Agg 2M/2M

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

Re; Pioneer Structural Repairs

City of Sacramento its officials, employees, and volunteers are additional insureds as required by written contract.

Coverage is primary and non-contributory where required by written contract.

Waiver of subrogation is applicable where required by written contract and allowed by law.

30 days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Sacramento c/o EXIGIS LLC P.O. Box 947 Murrieta, CA 92564 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD 25 (2016/03)

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EBuchanan
752070017

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **NMI INDUSTRIAL HOLDINGS, LLC**
Business Address **8503 WEYAND AVE**
Owner **NMI INDUSTRIAL HOLDINGS, INC., JAVAD RAHIMIAN**
Type of Business **Service - General**
Tax Classification **Gross Receipts**
Expires **12/31/2025**
Mailing Address **NMI INDUSTRIAL HOLDINGS, LLC**
8503 WEYAND AVE
SACRAMENTO, CA 95828-2610

1049757



1049757

TOTAL PAID:
\$208.27

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/>

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

ENGINEERING & WATER RESOURCES
DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497

**Pioneer Structural Repairs
(PN: X14170509)**

ADDENDUM #01

May 7, 2025

To All Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Notice to Contractors, Sealed Proposal, Construction Agreement, Engineers Estimate, Special Provisions and Project Plans for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

- (a) By acknowledging receipt on the sealed proposal in the space provided.
- (b) By separate letter that includes a reference to the Project Name and the Addendum Number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals **may result in rejection of your proposal**. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Tim Moresco at (916) 808-1432.

Sincerely,



Tim Moresco, Senior Civil Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

**Pioneer Structural Repairs
(PN: X14170509)**

1. PLANETBIDS

The Question-and-Answer Deadline of “April 30, 2025” has been changed to “**May 14, 2025**”

2. SEALED PROPOSAL

a. General

The first paragraph of the “Sealed Proposal” has been modified to say:

“The Sealed Proposal will be received not later than **May 14, 2025 May 28, 2025**, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor’s Reception Desk, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on **May 14, 2025 May 28, 2025**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.”

b. Bid Schedule

Bid Item 14 has been updated from “External Repair – Location 2” to “**External Repair Location 10**”.

Bid Item No. 22 – External Repair – Location 20 has been removed from the contract, as shown below:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
22	External Repair Location 20	1	LS		

c. Liquidated Damages

“The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **\$1,500 \$4,100.00 for each working day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting to the default of the Contractor.”

3. BID PROPOSAL GUARANTEE

The Bid Proposal opening date of “May 14, 2025” has changed to “**May 28, 2025**”.

4. NOTICE TO CONTRACTORS

The first paragraph of the “Notice to Contractors” page has been modified to say:

“Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, New City Hall, located at 915 I Street, 5th Floor, Mayor’s Reception Desk, up to the hour of 2:00 p.m. on **May 14, 2025 May 28, 2025** and opened at and read after 2:30 p.m. on **May 14, 2025 May 28, 2025**, or as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of.”

Tim Moresco’s phone number has been updated to **(916) 808-1432**.

5. COVER SHEET

The date Bids are due has changed from “May 14, 2025” to “**May 28, 2025**”.

6. ENGINEER’S ESTIMATE

The Engineer’s Estimate is updated from \$1,573,000 to **\$1,432,000**.

7. CONSTRUCTION AGREEMENT

The Construction Agreement, section 15.B will be amended as follows:

“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 **\$3,000 \$4,100** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.”

“☒ The daily amount of **\$3,000 \$4,100** for each calendar day after such milestone date (as extended in accordance with the Contract Documents, if applicable), continuing at the time at which such portion of the Work is completed.”

8. SPECIAL PROVISIONS

The following items shall be modified in the Special Provisions (Modifications are in **gray**, Deletions are denoted with the **strikethrough**):

1.07 Order of Work

“Internal repairs must be completed between May 1st and October 15th, otherwise, liquidated damages in the amount of \$4,100 per day will be applied for each day of delay until the work is finished. During that time, the Contractor shall prioritize internal repairs. Internal repairs will begin with the installation of 32 new stainless-steel columns. Only after these have been fully installed will the contractor begin removing the 7 existing steel columns. Each of the 7 existing steel columns must be replaced immediately after removal. After completion of internal repairs, the Contractor shall begin restoring expansion joints, followed by external repairs along the west wall of Basin 3. However, if the Contractor has the capacity and resources, they may undertake external repairs concurrently, provided that the internal repairs are not delayed or adversely affected.

Occasionally, the Contractor may submit a proposed modification of the specified order of work that will be more satisfactory for the work’s operation. Contractor shall submit a revised progress schedule if modifications are made to the sequencing of the work.”

~~“Item No. 22 External Repair—Location 20”~~

9. PROJECT PLANS

Plan Sheet C-1

- a. Revised to eliminate Bid Item No. 20
- b. Revised to add access hatch dimensions
- c. Revised to add linear feet for expansion joints
- d. Revised to include access gate on western side of reservoir with 10ft width access road
- e. Revised to include access gate in CalPERS parking lot
- f. Duplicated locations 7 and 8 have been corrected and replaced with locations 4 and 5
- g. Duplicated Location 22 and replaced with Location 23
- h. The following table outlines the quantity revisions made to the site plan, reflecting updates to the specified repair treatments:

Location	Bid Item	Original Quantity(SF)	Updated(SF)
3	E - Concrete Surface Repair	3125	12
7	E - Concrete Surface Repair	7.5	7.55
11	E - Concrete Surface Repair	1.67	1.67
17	E - Concrete Surface Repair	1.67	13
23	E - Concrete Surface Repair	30	25

Plan Sheet C-2

- a. Updated Stainless Steel Bolts from 304 to 316

Plan Sheet C-3

- b. Revised locations 4, 6, 8, and 9 to remove note "Epoxy Inject Cracks"

Plan Sheet C-4

- a. Revised locations 13, 15 and 16 to remove note "Epoxy Inject Cracks"

Attachments:

- A. Questions & Answers (Includes questions from Planet Bids and Site Visit)
- B. Updated Bid Schedule
- C. Plan Sheet C-1 through C-4
- D. Internal Photos
- E. Internal Drone Footage Screenshots
- F. As-Builts
 - a. Pioneer Reservoir Sheets 36-37, 40-49, 79-87

Project Name here

PROPOSED TRADE ASSIGNMENTS

TO: Sacramento -Sierra's Building and Construction Trades Council and Local Unions that have executed the Community Workforce Agreement

OWNER:

CONTRACTOR:

ADMINISTRATOR: None

PURPOSE: To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety and job requirements.

MEETING PLACE: Operating Engineers Local 3
3920 Lennane Drive, Suite 110
Sacramento, California 95834
(916) 924-8675 – Fax: (Sacramento-Sierra's Building Trades Office)

MEETING DATE: _____

MEETING TIME: _____

UNION RESPONSE DATE: _____

CONTRACTOR RESPONSE DATE: _____

**** PLEASE TYPE IN ALL INFORMATION ****

1. SCOPE OF WORK:

Furnish and install stainless steel columns in the basins for the project. Includes removal and replacement of existing
columns. Concrete Rehab and Repair (performed by NMI Industrial Holdings, LLC. Subcontractor Pullman SST, Inc.)

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: 6/17/2025

Approximate Completion Date: 10/15/2025

3. ADDRESSES:

Job Location: 2100 Front Street

Sacramento, CA 95818

Company's Local Mailing Address: NMI Industrial Holdings, LLC.

8503 Weyand Ave

Sacramento CA 95828

Trust Fund Billing Address:

4. CONTRACTOR PERSONNEL:

Project Manager: Harrison Hawkins / harrison.hawkins@nmiindustrial.com
Office Telephone #: N/A
Mobile Telephone #: 530-313-8225
Fax Telephone #: N/A

Superintendent: Steve Bonifacio / steve.bonifacio@nmiindustrial.com
Office Telephone #: N/A
Mobile Telephone #: (916) 296-7210
Fax Telephone #: N/A

Safety Representative: Joel Flowers / joel.flowers@nmiindustrial.com
Office Telephone #: N/A
Mobile Telephone #: (916) 615-6510
Fax Telephone #: N/A

Drug Test Result Coordinator: (List in order of contact priority)
Name of first Contact: Alyssa Montgomery / alyssa.montgomery@nmiindustrial.com
Office Telephone #: N/A
Mobile Telephone #: (916) 615-6528

Name of second Contact: Joel Flowers / joel.flowers@nmiindustrial.com
Office Telephone #: N/A
Mobile Telephone #: (916) 615-6510

Name of third Contact: Steve Bonifacio / steve.bonifacio@nmiindustrial.com
Office Telephone #: N/A
Mobile Telephone #: (916) 296-7210

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____
2. _____
3. _____

Referral procedures will be in accordance with the provisions contained within the EchoWater Community Workforce Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

5. MANPOWER:

<u>Craft</u>	<u>Peak</u>	<u>Average</u>
Asbestos Workers	<u>N/A</u>	<u>N/A</u>
Boilermakers	<u>N/A</u>	<u>N/A</u>
Bricklayers	<u>N/A</u>	<u>N/A</u>
Carpenters	<u>2</u>	<u>2</u>
Cement Masons	<u>N/A</u>	<u>N/A</u>
Electrical Workers (Inside Wiremen)	<u>N/A</u>	<u>N/A</u>
Electrical Workers (Outside Line)	<u>N/A</u>	<u>N/A</u>
Elevator Constructors	<u>N/A</u>	<u>N/A</u>
Glaziers	<u>N/A</u>	<u>N/A</u>
Insulators	<u>N/A</u>	<u>N/A</u>
Iron Workers (Structural)	<u>N/A</u>	<u>N/A</u>
Iron Workers (Rebar)	<u>N/A</u>	<u>N/A</u>
Laborers	<u>2</u>	<u>2</u>
Millwrights	<u>5</u>	<u>3</u>
Operating Engineers	<u>1</u>	<u>1</u>
Painters	<u>N/A</u>	<u>N/A</u>
Pile Drivers	<u>N/A</u>	<u>N/A</u>
Plumbers/Pipefitters	<u>N/A</u>	<u>N/A</u>
Plasterers	<u>N/A</u>	<u>N/A</u>
Roofers	<u>N/A</u>	<u>N/A</u>
Sheet Metal Workers	<u>N/A</u>	<u>N/A</u>

Sprinkler Fitters

N/A

N/A

Teamsters

N/A

N/A

6. OPERATIONAL INFORMATION:

Number of Shifts:

1

1st Shift Schedule:

6:00 AM/PM to 1:00 AM/PM

2nd Shift Schedule:

N/A AM/PM to N/A AM/PM

3rd Shift Schedule:

N/A AM/PM to N/A AM/PM

Pay Day:

Friday

End of Pay Period:

Sunday

Job-Site Telephone Number:

N/A

Job-Site Fax Number:

N/A

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: NMI Industrial Holdings, LLC.

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments may follow the EchoWater Community Workforce Agreement procedures.

If any trade assignment is contested by any Local Union signatory to the CWA, the Contractor or Sub-Contractor will review all submitted supporting documentation regarding the proposed trade assignment by competing Local Unions and submit to the Administrator and the Local Unions a 'Final Trade Assignment' letter prior to commencing work.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: Concrete Form Work _____

Cement Masons: _____

Electrical Workers (Inside Wiremen): N/A _____

Electrical Workers (Outside Line): _____

Elevator Constructors: _____

Glaziers: _____

Insulators: _____

Iron Workers (Structural): _____

Iron Workers (Rebar): _____

Laborers: Concrete Repair Work

Millwrights: Installing and replacing steel columns

Operating Engineers: Crane equipment/materials in and out of basement

Painters: _____

Pile Drivers: _____

Plumbers/Pipefitters: _____

Plasterers: _____

Roofers: _____

Sheet Metal Workers: _____

Teamsters: _____

In the space below, please describe any work that you believe not to be covered by the Community Workforce Agreement.

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: NMI Industrial Holdings, LLC.

List of equipment and the proposed assignment of craft for full-time use or operation of each piece:
(If additional space is needed, copy this page and attach it to the document)

EQUIPMENT:

CRAFT:

1. _____	<u>Millwright</u>
2. _____	<u>Millwright</u>
3. _____	<u>Operating Engineers</u>
4. <u>Boom Lift</u>	<u>Millwright</u>
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

TOOLS-OF-THE-TRADE: (Part-time use – no listing of craft is necessary)

EQUIPMENT:

EQUIPMENT:

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

SUB-CONTRACTORS

The following is a list of Sub-Contractors that will be used by the Contractor submitting this Proposed Trade Assignment document. Each Sub-Contractor listed must also submit a completed Proposed Trade Assignment document and go through a Proposed Trade Assignment Pre-Job Conference prior to commencing work.

A copy of a signed Agreement To Be Bound (Attachment A) specific to this contract from each Sub-contractor identified below is to be attached to the end of this document. If additional space is needed, copy this page and attach it to the document.

Name of Sub-Contractor:

Summary of Scope of Work:

1. _____	Concrete Rehabilitation and Repair _____
2. _____	Hoisting of equipment and materials _____
3. _____	_____ _____
4. Boom Lift _____	_____ _____
5. _____	_____ _____
6. _____	_____ _____
7. _____	_____ _____
8. _____	_____ _____
9. _____	_____ _____
10. _____	_____ _____

Attachment A

Questions and Answers

Pioneer Structural Repairs (PN: X14170500) Questions and Answers

(Via PlanetBids)

Q: Is there an engineer's estimate available?

A: Yes, the Engineer's Estimate was originally \$1,572,000 but is now **\$1,432,000**.

Q: On Sheet C-1, it appears that locations 4 and 5 are mislabeled as duplicate 7 and 8.

Please clarify/confirm that these locations should be identified as exterior repair locations 4 & 5, corresponding to the photos on Sheet C-3.

A: This has been corrected on Sheet C-1 in Addendum No. 1.

Q: Exterior repair location photos 1 through 16 on sheets C-3 and C-4 all note "Epoxy Inject Cracks" as a required portion of the repair scope in those locations. However, locations 4, 6, 8, 9, 13, 15 and 16 do not have a quantity for epoxy injection crack repair called out in the corresponding Sheet C-1 repair locations. Please provide repair quantities as a basis for bid for the epoxy injection scope required in those locations where epoxy injection crack repair is noted but not quantified.

A: For the locations 4, 6, 8, 9, 13, 15 and 16, please see updated sheets C-3 and C-4 with the removal of "Epoxy Inject Cracks" from the scope for those locations. Please bid the locations with the treatment and quantity as identified on Sheet C-1.

(From Pre-Bid Site Visit)

Q: Is there any evidence that would indicate the presence of lead or asbestos?

A: A review of available documentation and current site conditions has not revealed any known sources of lead or asbestos. Nonetheless, the contractor remains responsible for ensuring the use of appropriate personal protective equipment (PPE) and for adhering to all applicable health and safety regulations and protocols.

Q: Will on-site power be provided?

A: The contractor may utilize on-site power if it is available and operational. In the event that on-site power is unavailable or insufficient for project needs, the contractor shall be responsible for providing an alternative power source.

Q: Where are the possible staging areas located?

A: The asphalt area located north of the on-site reservoir may be used as a staging area. If additional space is required, the contractor must obtain prior approval before utilizing any other areas.

Q: *What are the dimensions for the hatches?*

A: The dimensions of each access hatch is 11'-6" x 10'-6".

Q: *Which Basins have hatches?*

A: Each of the three basins have one hatch.

Q: *Where are the hatches located?*

A: Please see the updated Sheet C-1 in Addendum No. 1 for hatch locations and dimensions.

Q: *What is the minimum lifting capacity required for the crane to remove the hatches?*

A: The crane must have a minimum lifting capacity of 30 tons to safely remove the hatches and allow access to the structure.

Q: *What is the loading capacity for the roof of Pioneer?*

A: City fleet vehicles, each weighing approximately 14,000 pounds, have previously operated on the roof without issue. However, vehicular access is not permitted on all basins; only Basin 1 is approved for vehicle traffic.

Q: *Are there any Basins that are inaccessible?*

A: The highlighted area below, in Basin 2, will be a little more difficult to access due to the presence of small vertical barriers on the outer edges.



Q: *Do you have the linear footage for the expansion joints?*

A: Yes, please see the updated sheet C-1 attached in Addendum No. 1.

Q: How can Pioneer Reservoir Site be accessed?

A: There are two access gates to the project site. The first is the main access gate, which requires badge access. The second access point is available through the adjacent CalPERS parking lot. See sheet C-1 in Addendum No. 1.

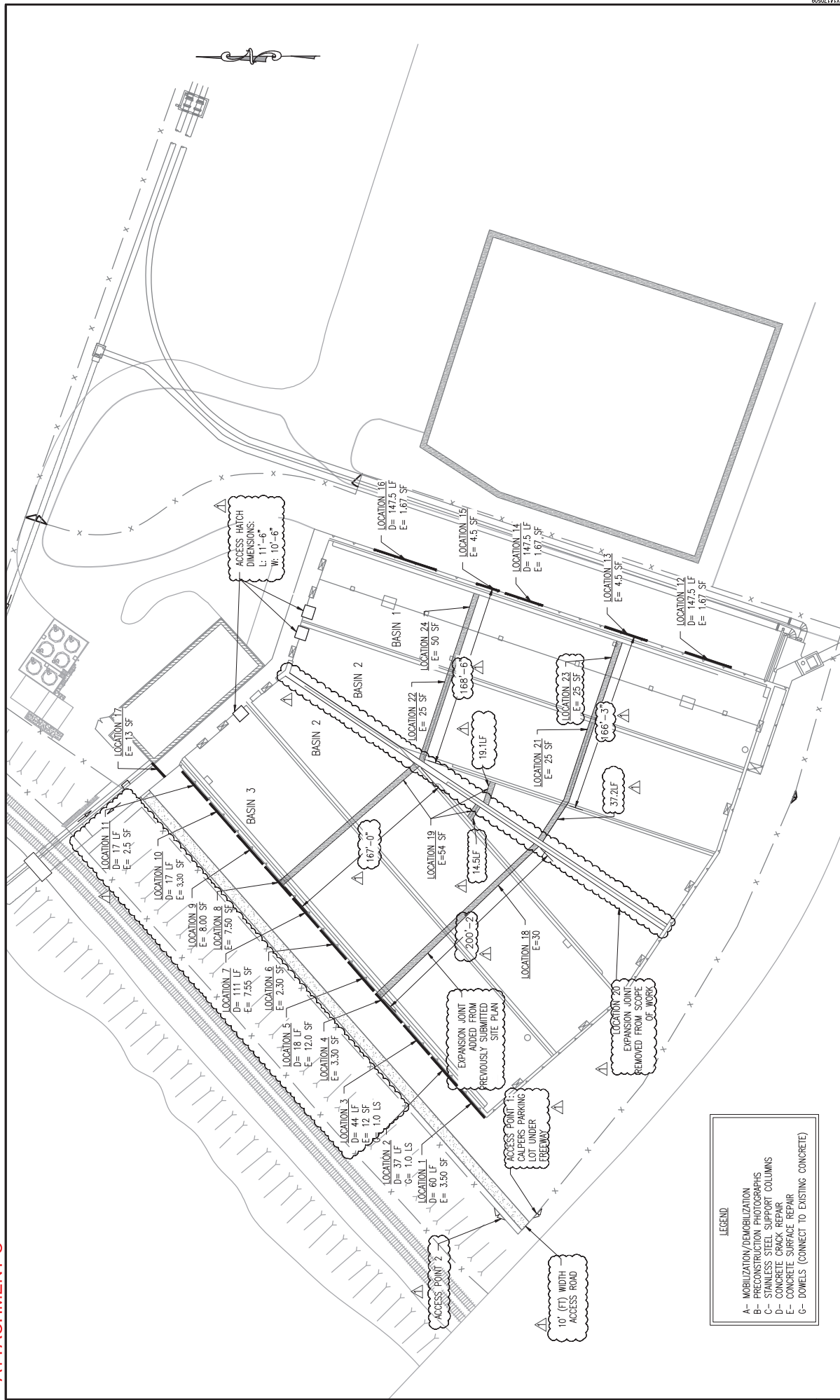
Q: Where can I find drone footage for the Interior area of Pioneer?

A: Drone footage can be found here:

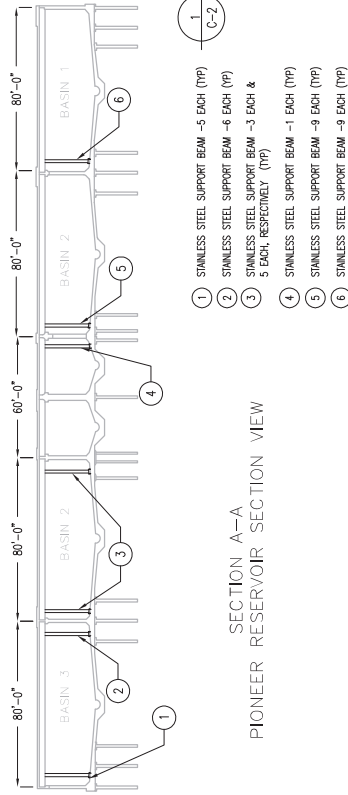
https://www.dropbox.com/scl/fo/3vw8cwg56prldjt2zw548/ABQmmy0Wh_30wIx59CATuc?rlkey=l20ywvzdydctgsn2uk8s2hykp&st=c451psz5&dl=0

Attachment C

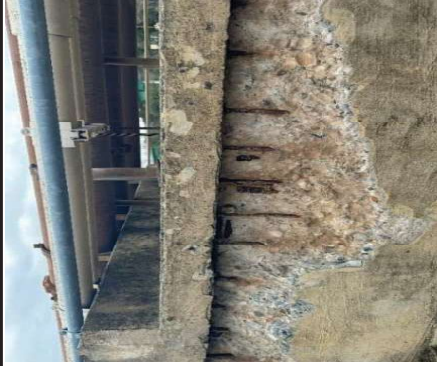
Plan Sheet C-1 through C-4



NO.		REVISIONS		BENCH MARK		FIELD BOOK		CITY OF SACRAMENTO DEPARTMENT OF UTILITIES				IMPROVEMENT PLANS FOR:		PIONEER STRUCTURAL REPAIRS PIONEER SITE PLAN		DWG. NO. C-1 SHEET 2 OF 5 PN: X14170509	
DATE		BY		DESCRIPTION:		ELEV. V/A		ON ORIGINAL SCALE: DRAWING SCALE: H. 1"=40' SCALED DIMENSIONS IF DIMENSIONS DO NOT SCALE AT 1"		DESIGNED BY: WANDA SUMMERALL R.C.E. NO. 08913 DATE: 3/13/2025		CHECKED BY: TIM WARESD R.C.E. NO. 08913 DATE: 3/13/2025					
ACCESS POINT LOCATIONS ADDED/				JULI N/A HERE													
EXPANSION JOINT SCORE REVISED				OF													
				STREETS													

[illegible]

- REMOVE LOOSE OR DAMAGED CONCRETE
- REMOVE FAILED SEALANT
- REPLACE DAMAGED EXPANSION JOINT MATERIAL AND DAMAGED WATERSTOP IF ENCOUNTERED
- EPOXY INJECT CRACKS
- APPLY CONCRETE PATCH REPAIRS



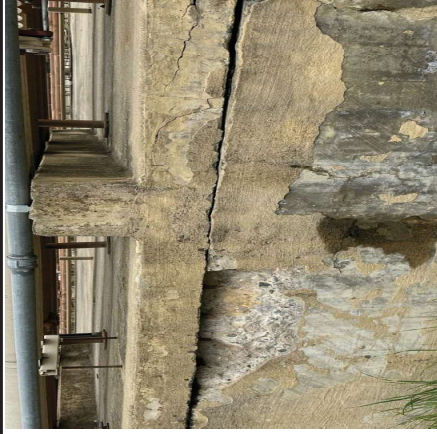
- REMOVE CONCRETE UNTIL CLEAN BAR IS VISIBLE
- REPAIR OR REPLACE CORRODED REINFORCEMENT
- EPOXY INJECT CRACKS
- APPLY CONCRETE PATCH REPAIR



- REMOVE CONCRETE UNTIL CLEAN BAR IS VISIBLE
- REPAIR OR REPLACE CORRODED REINFORCEMENT
- EPOXY INJECT CRACKS
- APPLY CONCRETE PATCH REPAIR




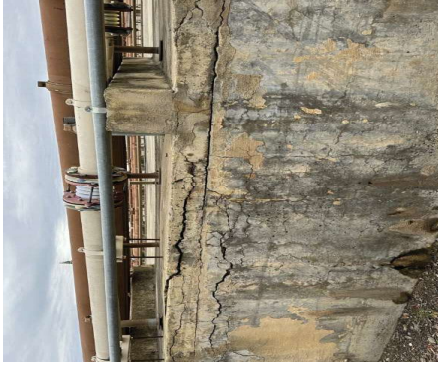
- REMOVE LOOSE OR DAMAGED CONCRETE
- REMOVE ADDITIONAL CONCRETE UNTIL CLEAN BAR IS VISIBLE (IF NEEDED)
- REPAIR OR REPLACE CORRODED REINFORCEMENT
- ~~EPOXY-INJECT CRACKS~~ 
- APPLY CONCRETE CRACK REPAIR



- REMOVE LOOSE OR DAMAGED CONCRETE
- REMOVE ADDITIONAL CONCRETE UNTIL CLEAN BAR IS VISIBLE (IF NEEDED)
- REPAIR OR REPLACE CORRODED REINFORCEMENT
- EPOXY INFECT CRACKS
- APPLY CONCRETE CRACK REPAIR



- REMOVE LOOSE OR DAMAGED CONCRETE
- REMOVE FAILED SEALANT
- REPLACE DAMAGED EXPANSION JOINT MATERIAL AND DAMAGED WATERSTOP IF ENCOUNTERED
- EPOXY INJECT CRACKS 
- APPLY CONCRETE PATCH REPAIRS



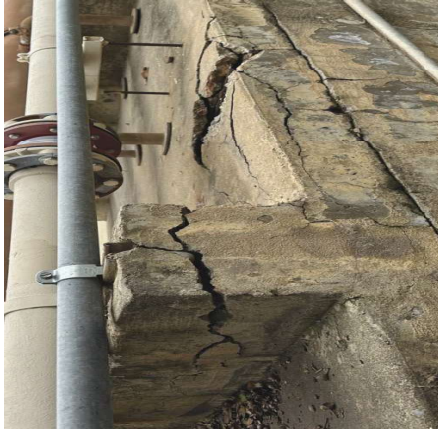
- REMOVE LOOSE OR DAMAGED CONCRETE
- EPOXY INJECT CRACKS
- APPLY CONCRETE PATCH REPAIR



- REMOVE LOOSE OR DAMAGED CONCRETE
- REMOVE ADDITIONAL CONCRETE UNTIL CLEAN BARS ARE VISIBLE (IF NEEDED)
- REPAIR OR REPLACE CORRODED REINFORCEMENT
- EPOXY INFUSE CRACKS
- APPLY CONCRETE CRACK REPAIR



- REMOVE CONCRETE UNTIL CLEAN BAR IS VISIBLE
- REPAIR OR REPLACE CORRODED REINFORCEMENT
- ~~EPOXY-INJECT CRACKS~~
- APPLY CONCRETE PATCH REPAIR



- REMOVE LOOSE OR DAMAGED CONCRETE
- REMOVE ADDITIONAL CONCRETE UNTIL CLEAN BAR IS VISIBLE (IF NEEDED)
- REPAIR OR REPLACE CORRODED REINFORCEMENT
- EPOXY INJECT CRACKS
- APPLY CONCRETE CRACK REPAIR

NO. _____ DATE _____ BY _____		REVISIONS		FIELD BOOK		1"		CITY OF SACRAMENTO DEPARTMENT OF UTILITIES		IMPROVEMENT PLANS FOR: PIONEER STRUCTURAL REPAIRS REPAIR SECTIONS		DUC. NO. 0035 SHEET 4 OF 5 PN: X14170509	
NO. _____ DATE _____ BY _____		NO. _____ DATE _____ BY _____		ELEV. _____ N/A		N/A		DESIGNED BY: VIMERSA SUMMELLE DATE: 3/13/2025 R.C.E. NO. 294613		CHECKED BY: TIM WORESD DATE: 3/13/2025 R.C.E. NO. 294613		PN: X14170509	
DESCRIPTION: REMODE EXDOT INJECTIONS		DATE: _____		BY: _____		ON ORIGINAL SCALE HORIZONTAL SCALE VERTICAL SCALE SCALED DIMENSIONS IF SPACING DOES NOT MATCH, SCALE TO DRAWN BY: ESCARDO BAZAN DATE: 3/13/2025		DESIGNED BY: VIMERSA SUMMELLE DATE: 3/13/2025 R.C.E. NO. 294613		CHECKED BY: TIM WORESD DATE: 3/13/2025 R.C.E. NO. 294613		PN: X14170509	
HULL MARK HERE STREETS		DATE: _____		BY: _____		H: 1"=40'		DESIGNED BY: VIMERSA SUMMELLE DATE: 3/13/2025 R.C.E. NO. 294613		CHECKED BY: TIM WORESD DATE: 3/13/2025 R.C.E. NO. 294613		PN: X14170509	
STREETS		DATE: _____		BY: _____		V: N/A		DESIGNED BY: VIMERSA SUMMELLE DATE: 3/13/2025 R.C.E. NO. 294613		CHECKED BY: TIM WORESD DATE: 3/13/2025 R.C.E. NO. 294613		PN: X14170509	



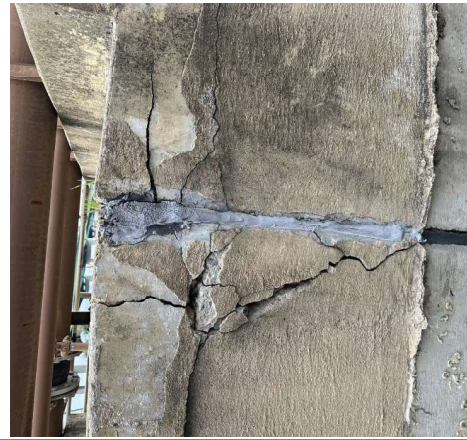
LOCATION 11

- REPAIR CRACKS WITH CRACK INJECTION



LOCATION 12

- REPAIR CRACKS WITH CRACK INJECTION



LOCATION 15

- REMOVE LOOSE OR DAMAGED CONCRETE
- REMOVE FAILED SEALANT
- REPLACE DAMAGED EXPANSION JOINT MATERIAL AND DAMAGED WATERSTOP IF ENCOUNTERED
- EPOXY INFECT CRACKS _____ Δ
- APPLY CONCRETE PATCH REPAIRS _____



LOCATION 16

- REMOVE CONCRETE UNTIL CLEAN BAR IS VISIBLE
- REPAIR OR REPLACE CORRODED REINFORCEMENT
- ~~EPOXY INJECT CRACKS~~ — 
- APPLY CONCRETE PATCH REPAIR



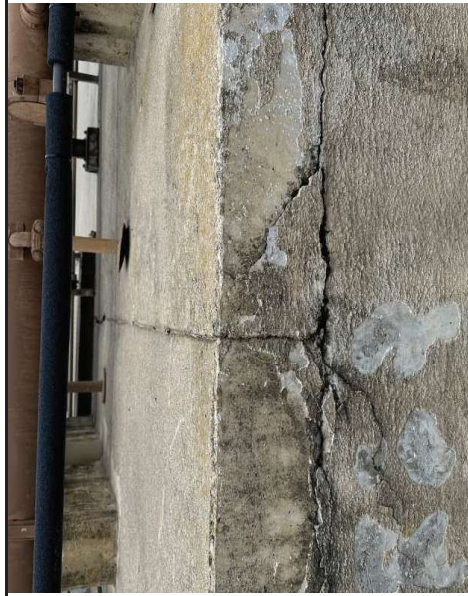
LOCATION 13

- REMOVE FAILED SEALANT
- REPLACE DAMAGED EXPANSION JOINT MATERIAL AND DAMAGED WATERSTOP
- EPOXY-INJECT CRACKS —
- APPLY CONCRETE PATCH REPAIR



LOCATION 17

- REMOVE LOOSE OR DAMAGED CONCRETE
- APPLY CONCRETE PATCH REPAIR



LOCATION 14

- REPAIR CRACKS WITH CRACK INJECTION

EXPANSION JOINTS (TYP)

- REMOVE STRIP OF CONCRETE ON EACH SIDE OF THE EXPANSION JOINT
- INSPECT REINFORCEMENT AND CLEAN AS REQUIRED
- INSTALL NEW EXPANSION JOINT MATERIAL AND WATERSTOP
- POUR CONCRETE PATCH



Attachment B

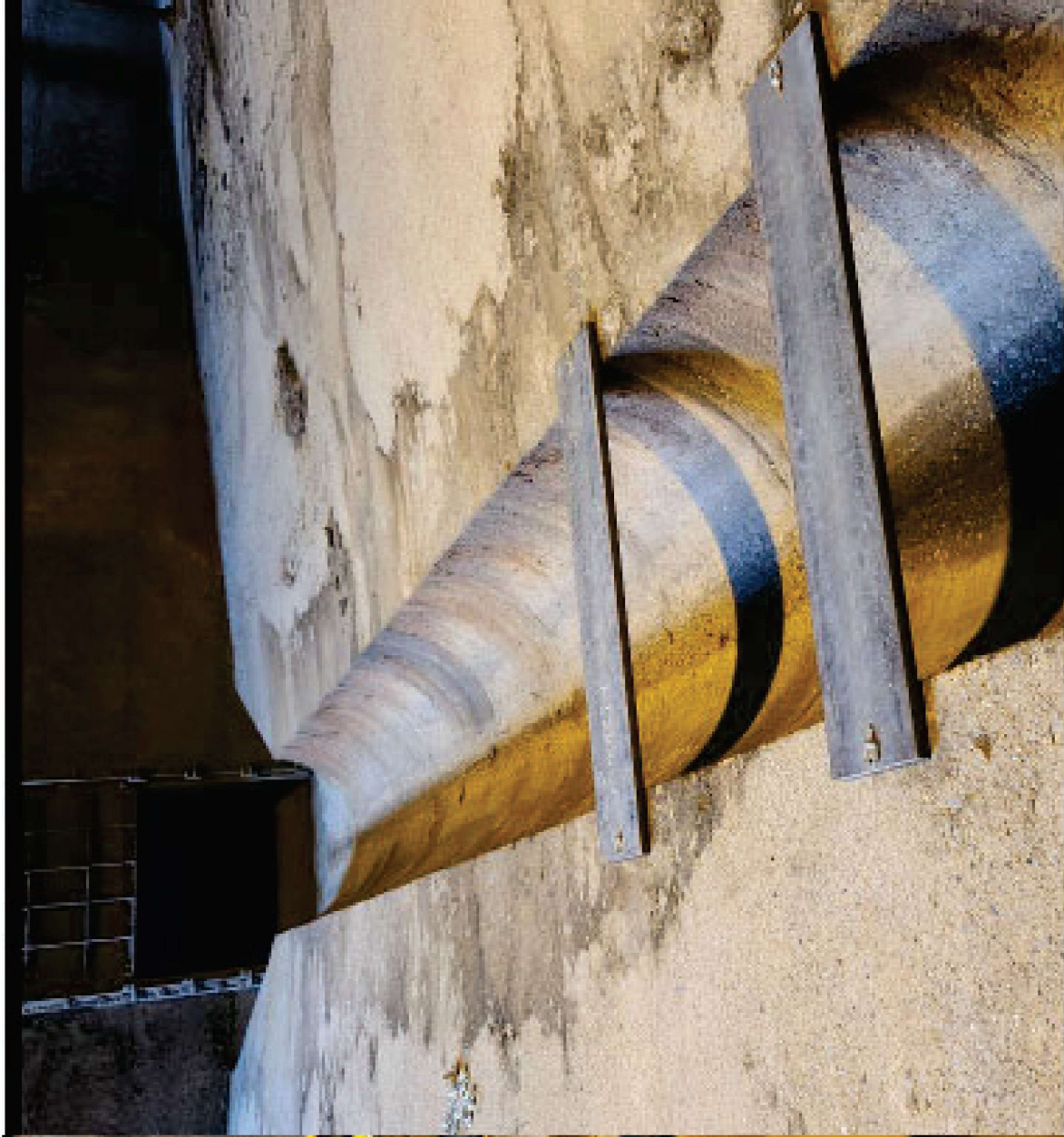
Updated Bid Schedule

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS		
2	Preconstruction Photographs	1	LS		
3	Stainless Steel Support Columns	32	EA		
4	Remove and Replace Stainless Steel Support Columns	7	EA		
5	External Repair - Location 1	1	LS		
6	External Repair - Location 2	1	LS		
7	External Repair - Location 3	1	LS		
8	External Repair - Location 4	1	LS		
9	External Repair - Location 5	1	LS		
10	External Repair - Location 6	1	LS		
11	External Repair - Location 7	1	LS		
12	External Repair - Location 8	1	LS		
13	External Repair - Location 9	1	LS		
14	External Repair - Location 10	1	LS		
15	External Repair - Location 11	1	LS		
16	External Repair - Location 13	1	LS		
17	External Repair - Location 15	1	LS		
18	External Repair - Locations 12, 14, 16	1	LS		
19	External Repair - Location 17	1	LS		
20	External Repair - Location 18	1	LS		
21	External Repair - Location 19	1	LS		
22	External Repair - Location 20	1	LS		
23	External Repair - Location 21	1	LS		
24	External Repair - Location 22	1	LS		
25	External Repair - Location 23	1	LS		
26	External Repair - Location 24	1	LS		

Attachment D

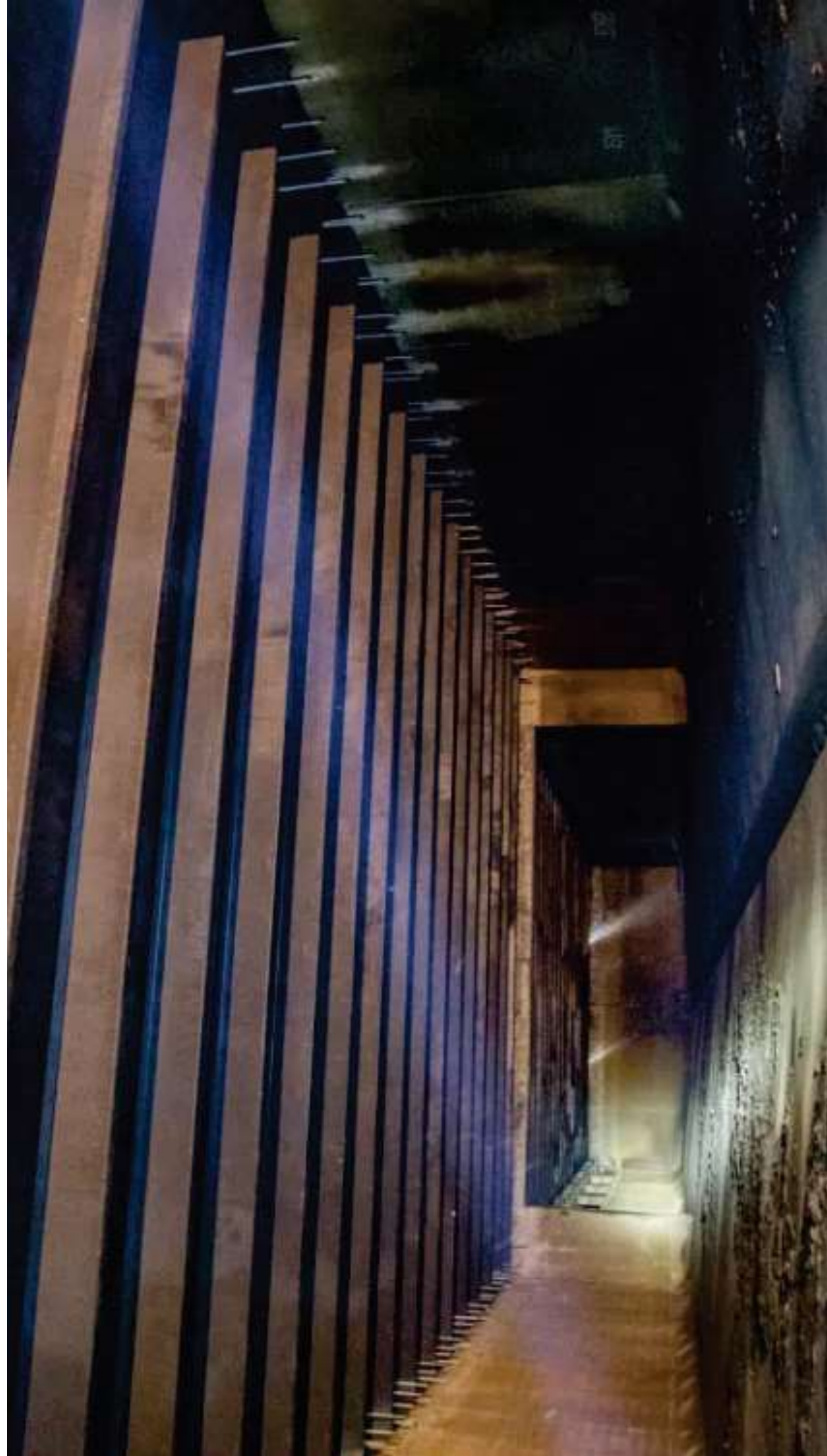
Internal Photos













Attachment E

Internal Drone Footage Screenshots



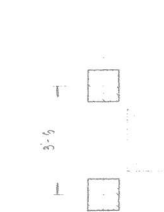
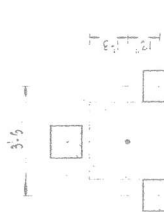
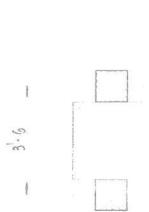


Attachment F

As-Builts

Pioneer Reservoir Sheets 36-37, 40-49, 79-87

REVISION	DESCRIPTION	BY	APP	DATE



- NOTES:
1. MAXIMUM PILE SPACING 11'-0" ON CENTER EACH WAY UNLESS SHOWN OTHERWISE
 2. FOR BIDDING PURPOSE, TIP ELEVATION OF PILE SHALL BE -65.00. FINAL TIP ELEVATION WILL BE DETERMINED AFTER PILE TEST IS COMPLETED
 3. APPROXIMATE TEST PILE AREA, 3 COMPRESSION TEST AND 2 TENSION TEST, SEE SPECS
 4. INDICATING PILES, TOTAL 20, SEE SPECS

PILING PLAN
SCALE: 1" = 30'

SALE AS SHOWN DATE SET 1927 FILE 1133	SACRAMENTO AREA CONSISTENT WITH FILE 1133	DESIGN 1133 DRAWN 1133 CHECKED 1133	SUBMITTED 1133 APPROVED 1133 CHECKED 1133 SACRAMENTO AND CONSULTANT	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT OF SACRAMENTO COUNTY, CALIFORNIA	RECOMMENDED 1133 APPROVED 1133 DATE 1133	COMBINED WASTEWATER CONTROL SYSTEM PIONEER RESERVOIR DISTRICT FILE 903	STORAGE BASINS PILING PLAN AND DETAILS	SHEET NUMBER 36 of 149	DRAWING NUMBER S901

REVISION	DESCRIPTION	BY	DATE

LEGEND

H2O LOADING
100 PSF

50 PSF OR
ONE FORK
LIFT

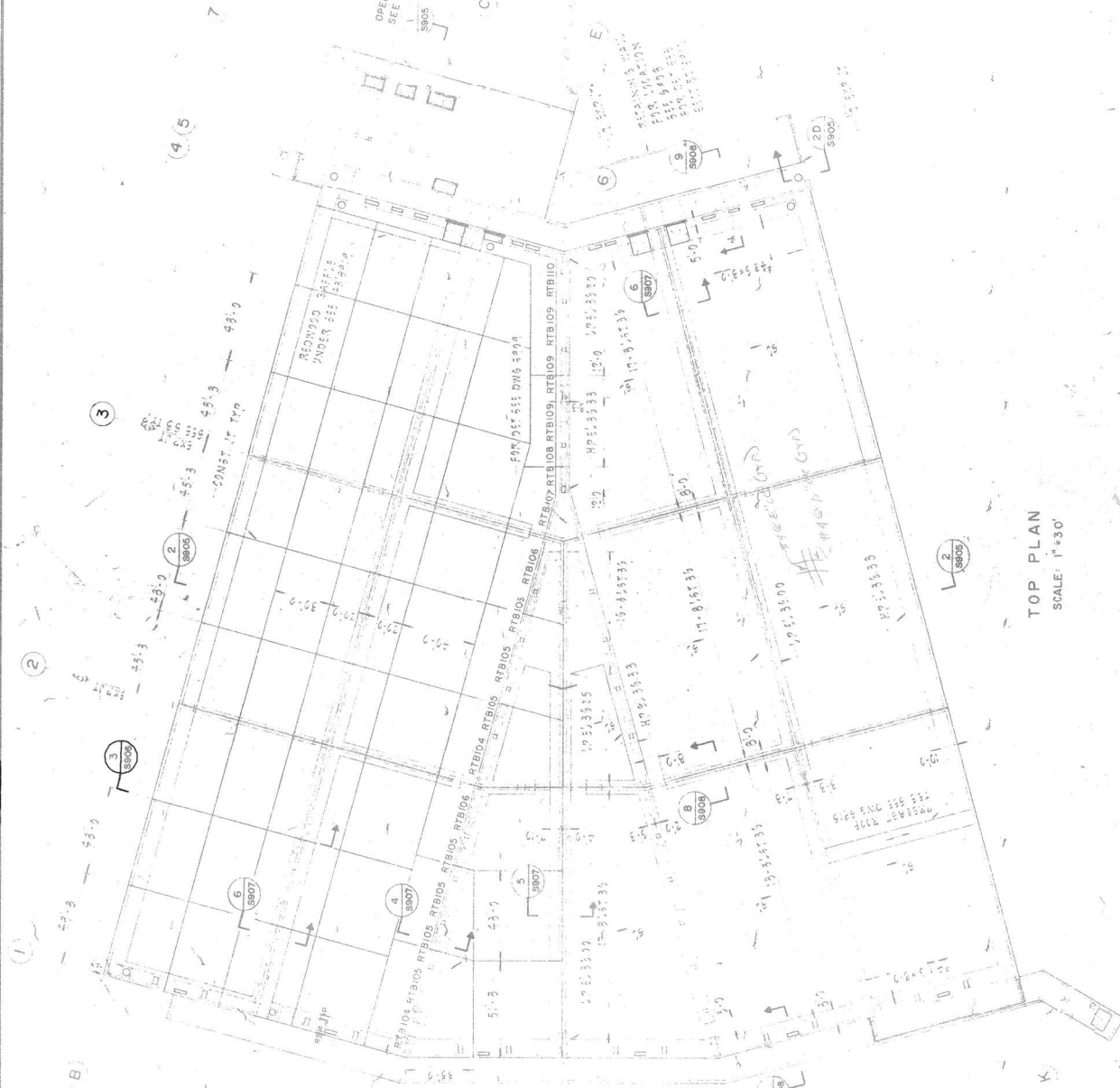
LIVE LOAD DIAGRAM

FORK-LIFT (3000# CAPACITY)
3'-11"

4185# 2550# EMPTY
1215# 8560# LOADED
(APPROX. W=6775# W/BATTERY)
ONE FORK-LIFT ONLY

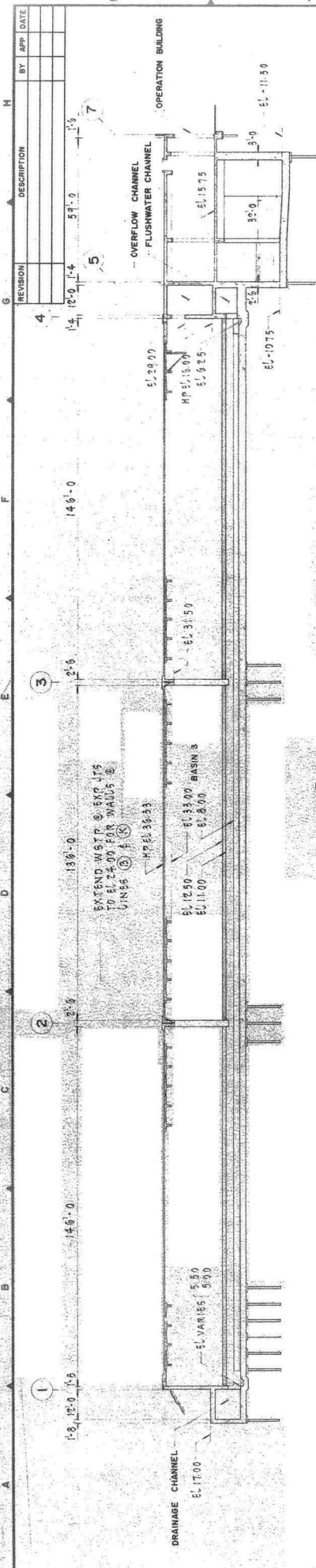
NOTES:

1. PRECAST ROOF TIES SHALL HAVE SAME SLOPE AS ROOF DRAIN SHOWN ON ROOF PLAN THIS SHEET.
2. PROVIDE 4" NORMAL WEIGHT CONCRETE TOPPING WITH #4@12" ON OVER ROOF TIE. MIN. LAP 2'-0" AND STAGGER. FOR AREA UNDER PIPE LINES, 2" CONCRETE PAD SHALL POUR TOGETHER WITH 4" TOPPING SLAB.
3. CHECKER PLATE OVER SLUICE GATE OPENINGS SHALL BE 4" THICK BOLTED DN CKPL. W/ TWO LIFTING DEVICES UNLESS NOTED OTHERWISE.
4. TOPPING CONCRETE SHALL BE PROVIDED AS AN INTEGRALLY BONDED PART OF DECK CONSTRUCTION AND TO PROVIDE FINISHED DECK SURFACE TO ELEVATIONS SHOWN ON PLAN. DECK SHALL BE WELL SOAKED THE DAY BEFORE TOPPING SLAB INSTALLATION AND THOROUGHLY CLEANED AND LIGHTLY MOISTENED JUST PRIOR TO CONCRETE PLACEMENT. CONTRACTOR'S ATTENTION IS DIRECTED TO INHERENT CAMBER IN PRESTRESSID TIES AND SHOULD SET SCREEDS ACCORDINGLY.
5. EQUIPMENT ON TOP OF THE ROOF DECK SHALL NOT BE PERMITTED UNLESS WRITTEN APPROVAL IS GIVEN BY THE ENGINEER.

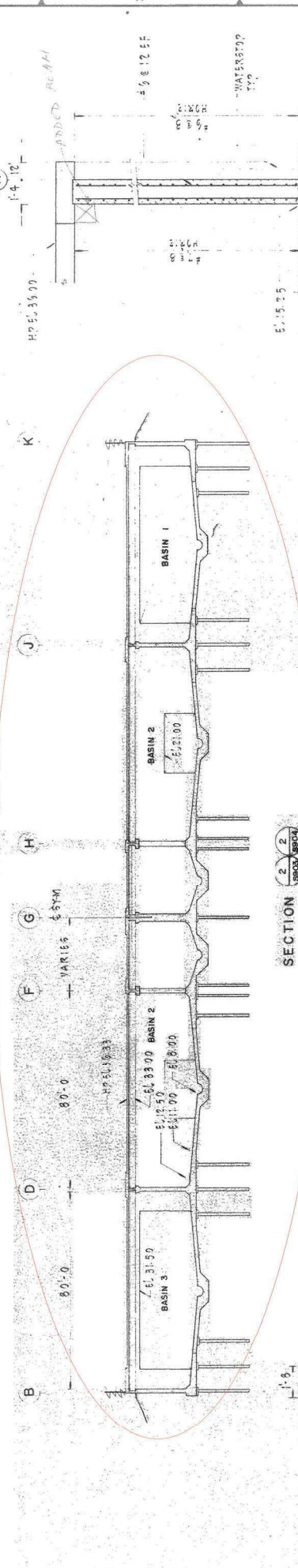


TOP PLAN
SCALE: 1"=30'

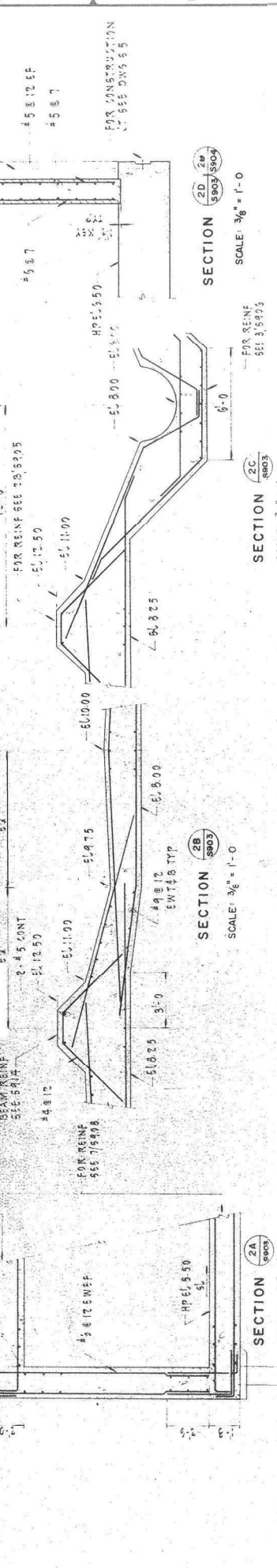
SCALE AS SHOWN	DATE SUBMITTED	DESIGN	DATE	SUBMITTER	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT OF SACRAMENTO COUNTY, CALIFORNIA	RECOMMENDED	DATE	COMBINED WASTEWATER CONTROL SYSTEM	STORAGE BASINS	SHEET NUMBER	DRAWING NUMBER
DATE 5/24/22	5/24/22	5/24/22	5/24/22	5/24/22	5/24/22	5/24/22	5/24/22	5/24/22	5/24/22	39 OF 149	S904
FILE J353.1	101 N STREET	SACRAMENTO	CONSULTANTS	AREA	CONSULTANTS	AREA	CONSULTANTS	AREA	CONSULTANTS	TOP PLAN	



SECTION 1
SCALE: 1" = 20'



SECTION 2
SCALE: 1" = 20'



SECTION 2A
SCALE: 3/8" = 1'-0"

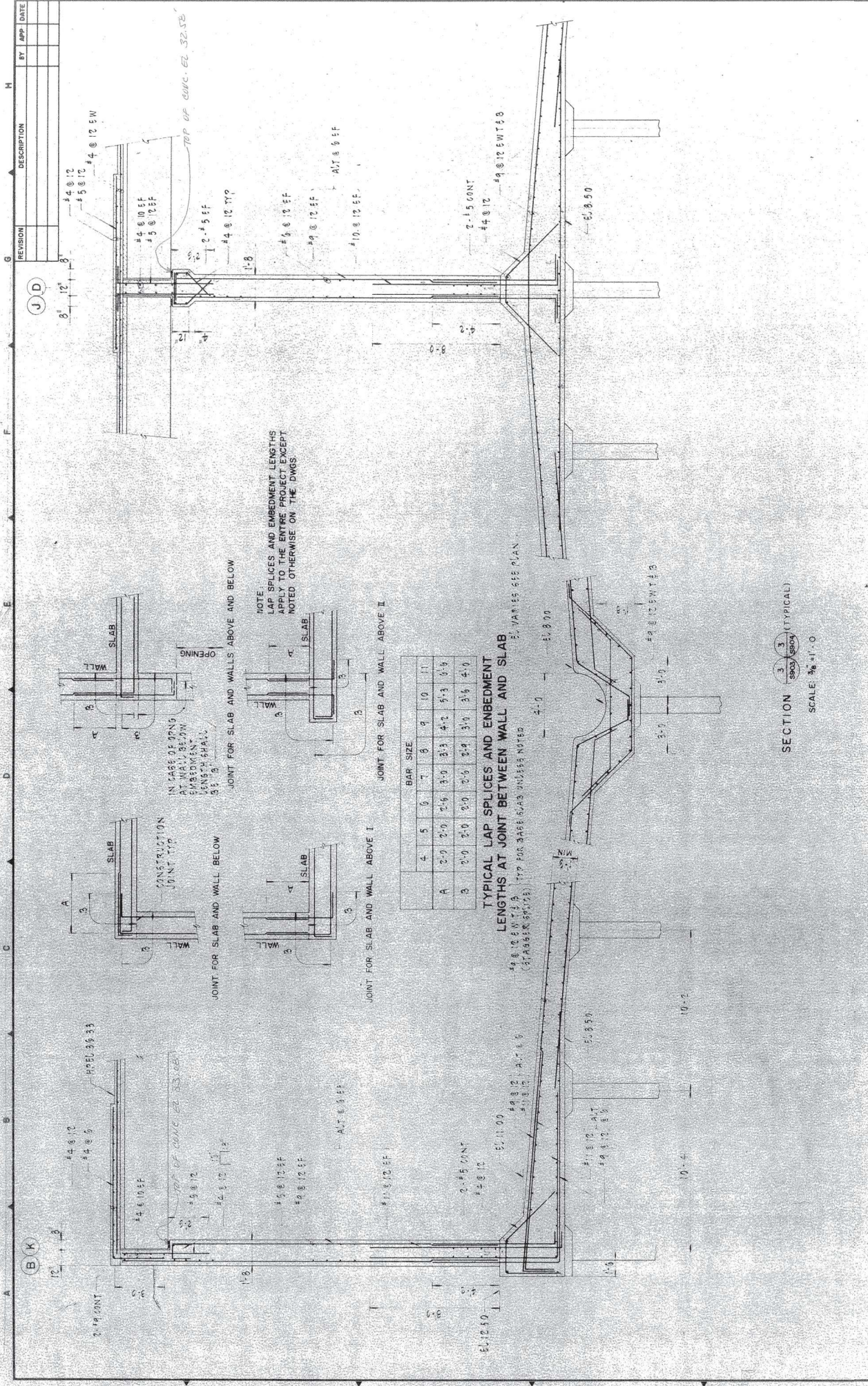
SECTION 2B
SCALE: 3/8" = 1'-0"

SECTION 2C
SCALE: 3/8" = 1'-0"

SECTION 2D
SCALE: 3/8" = 1'-0"

REVISION	DESCRIPTION	BY	APP	DATE
1				
2				
3				
4				

SCALE AS SHOWN DATE: 12/12/17 FILE: J-333	SACRAMENTO AREA CONSULTANTS 1001 MARKET STREET, SUITE 100 SACRAMENTO, CA 95811	SUBMITTED: 12/12/17 APPROVED: [Signature] CHECKED: Y. Patel	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT OF SACRAMENTO COUNTY, CALIFORNIA	RECOMMENDED: [Signature] APPROVED: [Signature] DATE: 12/12/17	COMBINED WASTEWATER CONTROL SYSTEM PIONEER RESERVOIR DISTRICT FILE 903-	STORAGE BASINS TYPICAL SECTIONS	SHEET NUMBER: 40 OF 149 DRAWING NUMBER: S905
---	--	---	--	---	---	------------------------------------	---



NOTE: LAP SPLICES AND EMBEDMENT LENGTHS APPLY TO THE ENTIRE PROJECT EXCEPT NOTED OTHERWISE ON THE DWGS.

IN CASE OF OPENING IN WALL, REINFORCEMENT SHALL BE AS SHOWN.

JOINT FOR SLAB AND WALLS ABOVE AND BELOW

JOINT FOR SLAB AND WALL ABOVE I

JOINT FOR SLAB AND WALL ABOVE II

SECTION 3/3 (TYPICAL)

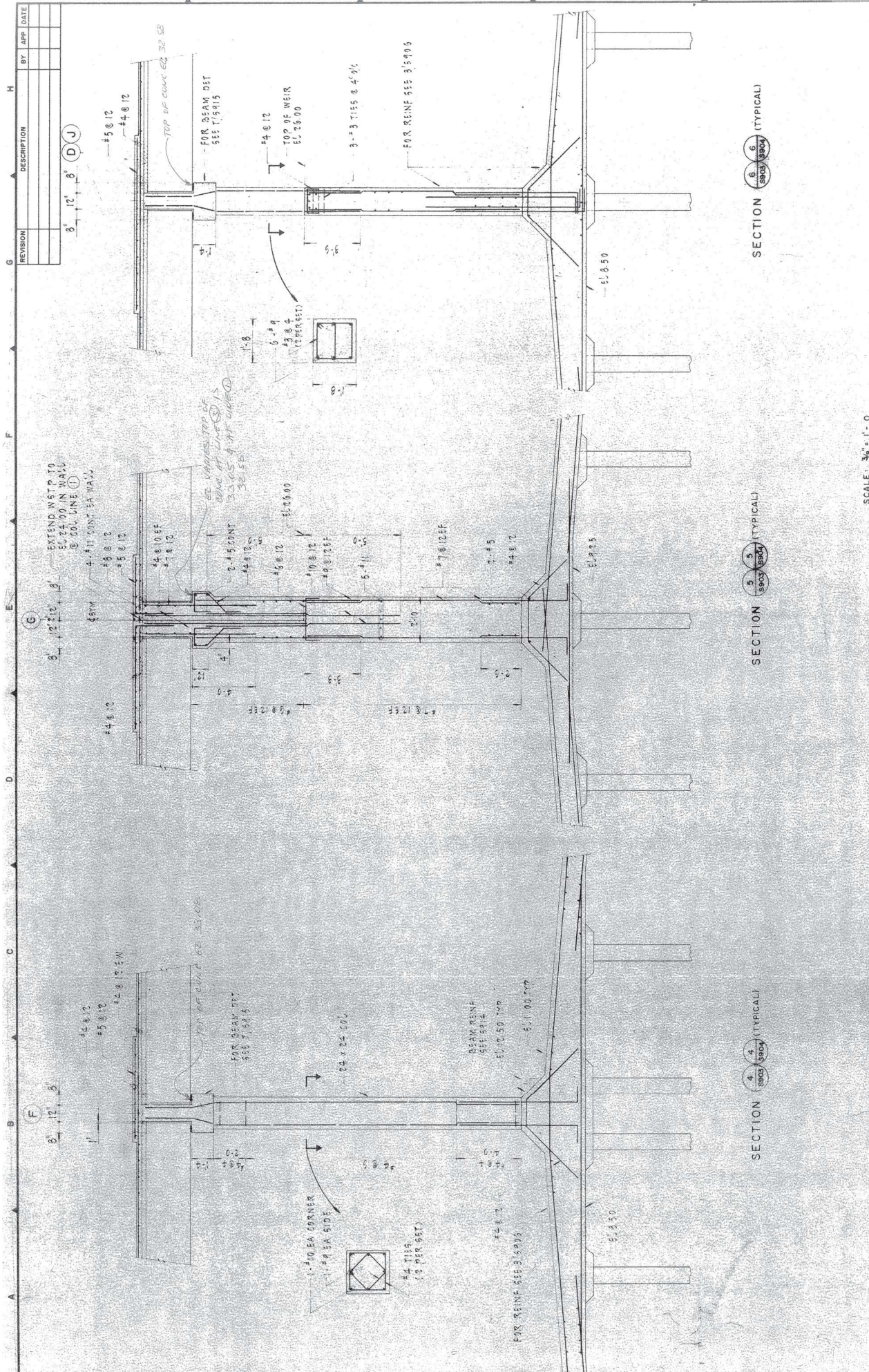
SCALE: 3/8" = 1'-0"

TYPICAL LAP SPLICES AND EMBEDMENT LENGTHS AT JOINT BETWEEN WALL AND SLAB

2. VARIES SEE PLAN

BAR SIZE	LAP LENGTH (INCHES)										
	4	5	6	7	8	9	10	11	12	13	14
A	2'-0"	2'-0"	2'-6"	3'-0"	3'-3"	4'-2"	5'-3"	6'-4"			
B	2'-0"	2'-0"	2'-0"	2'-6"	2'-6"	3'-0"	3'-6"	4'-2"			

SCALE AS SHOWN	SACRAMENTO AREA CONSULTANTS	DESIGN: C. D. D.	SUBMITTED: 10/1/11	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT	RECOMMENDED: 10/1/11	COMBINED WASTEWATER CONTROL SYSTEM	STORAGE BASINS	SHEET NUMBER: 41 of 149	DRAWING NUMBER: S906
DATE: 08/11/11	FILE: 111111	CHECKED: 10/1/11	APPROVED: 10/1/11	OF SACRAMENTO COUNTY, CALIFORNIA	APPROVED: 10/1/11	PIONEER RESERVOIR	SECTIONS		
						DISTRICT FILE 903-			



SCALE AS SHOWN	SACRAMENTO AREA CONSULTANTS	DESIGN	DRAWN	CHECKED	APPROVED	SUBMITTED	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT	RECOMMENDED	DATE	COMBINED WASTEWATER CONTROL SYSTEM	SHEET NUMBER	DRAWING NUMBER
DATE: 08/15/07	FILE: 08/15/07	08/15/07	08/15/07	08/15/07	08/15/07	08/15/07	OF SACRAMENTO COUNTY, CALIFORNIA	APPROVED: [Signature]	DATE: 08/15/07	PIONEER RESERVOIR	42 OF 149	S907
										DISTRICT FILE 903-		

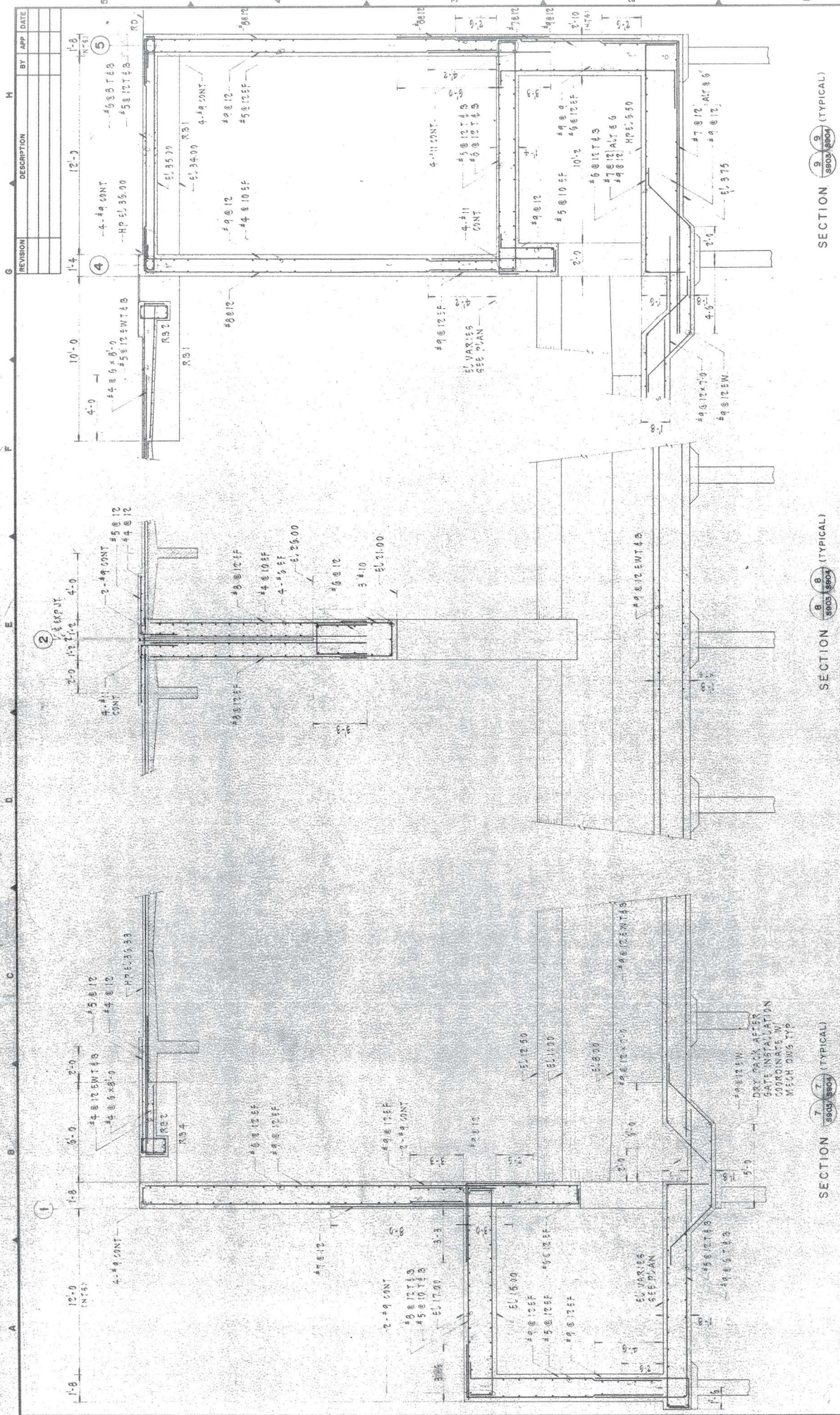
SCALE: 3/8" = 1' - 0"

SECTION 4 (TYPICAL)

SECTION 5 (TYPICAL)

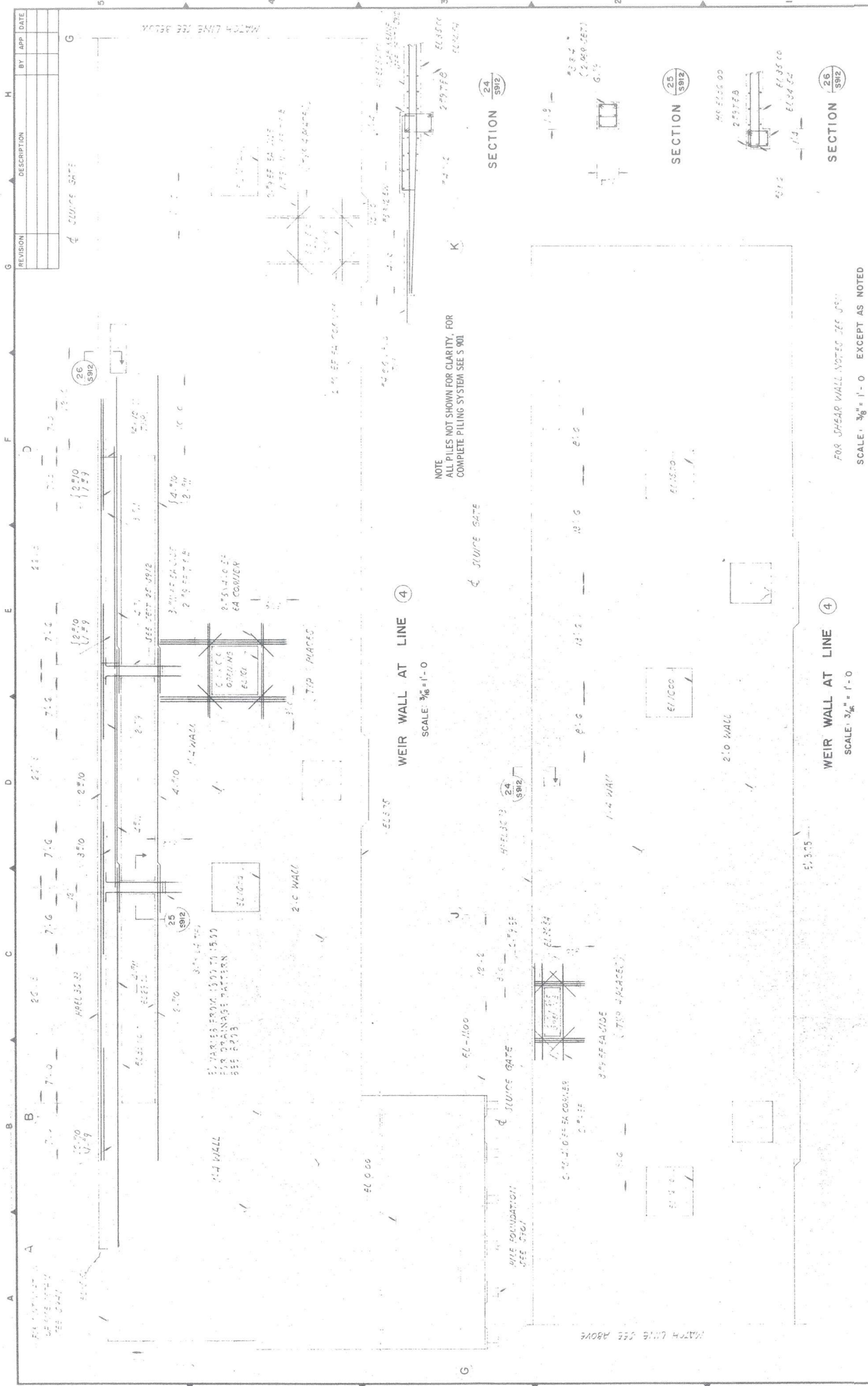
SECTION 6 (TYPICAL)

STORAGE BASINS SECTIONS

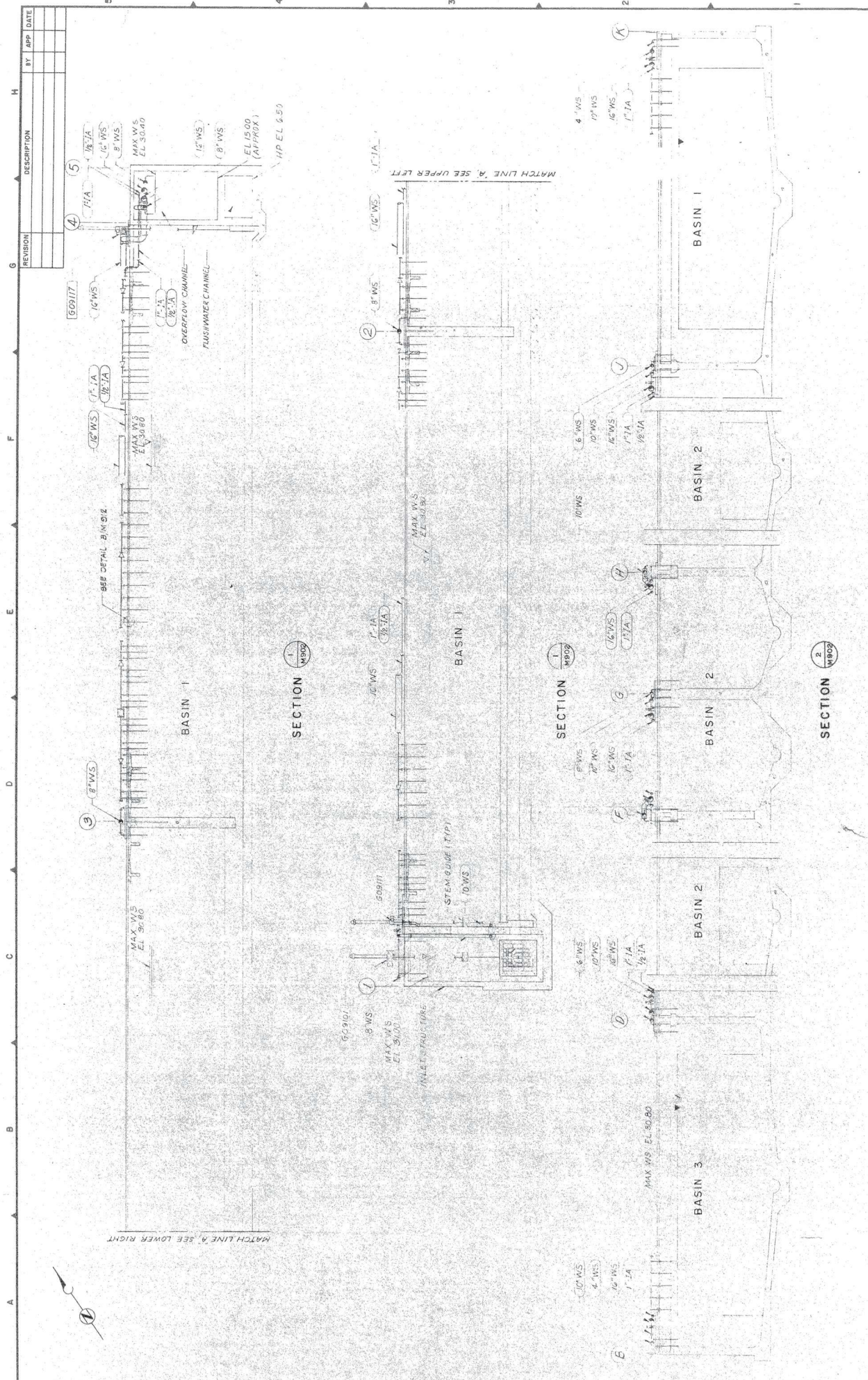


SCALE: 3/8" = 1'-0"

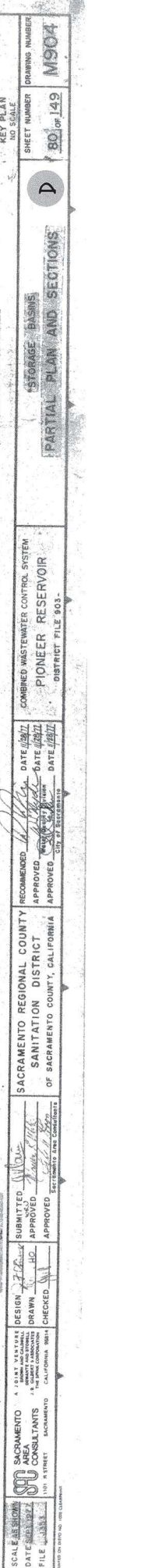
SACRAMENTO DATE: 10/18/12 FILE: J-183	SACRAMENTO DESIGN: J. B. BARNETT DRAWN: J. B. BARNETT CHECKED: J. B. BARNETT	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT OF SACRAMENTO COUNTY, CALIFORNIA	RECOMMENDED APPROVED: [Signature] DATE: 10/18/12	COMBINED WASTEWATER CONTROL SYSTEM PIONEER RESERVOIR DISTRICT FILE 903-	STORAGE BASINS SECTIONS	SHEET NUMBER 43 OF 149	DRAWING NUMBER S908
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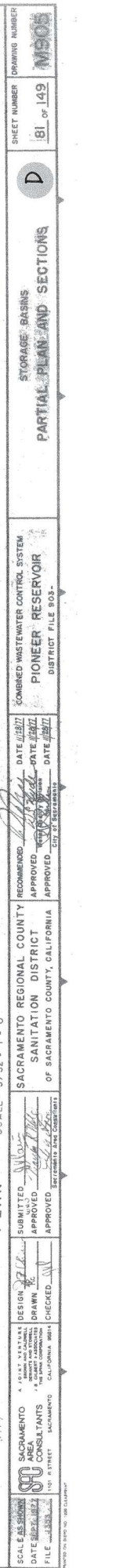


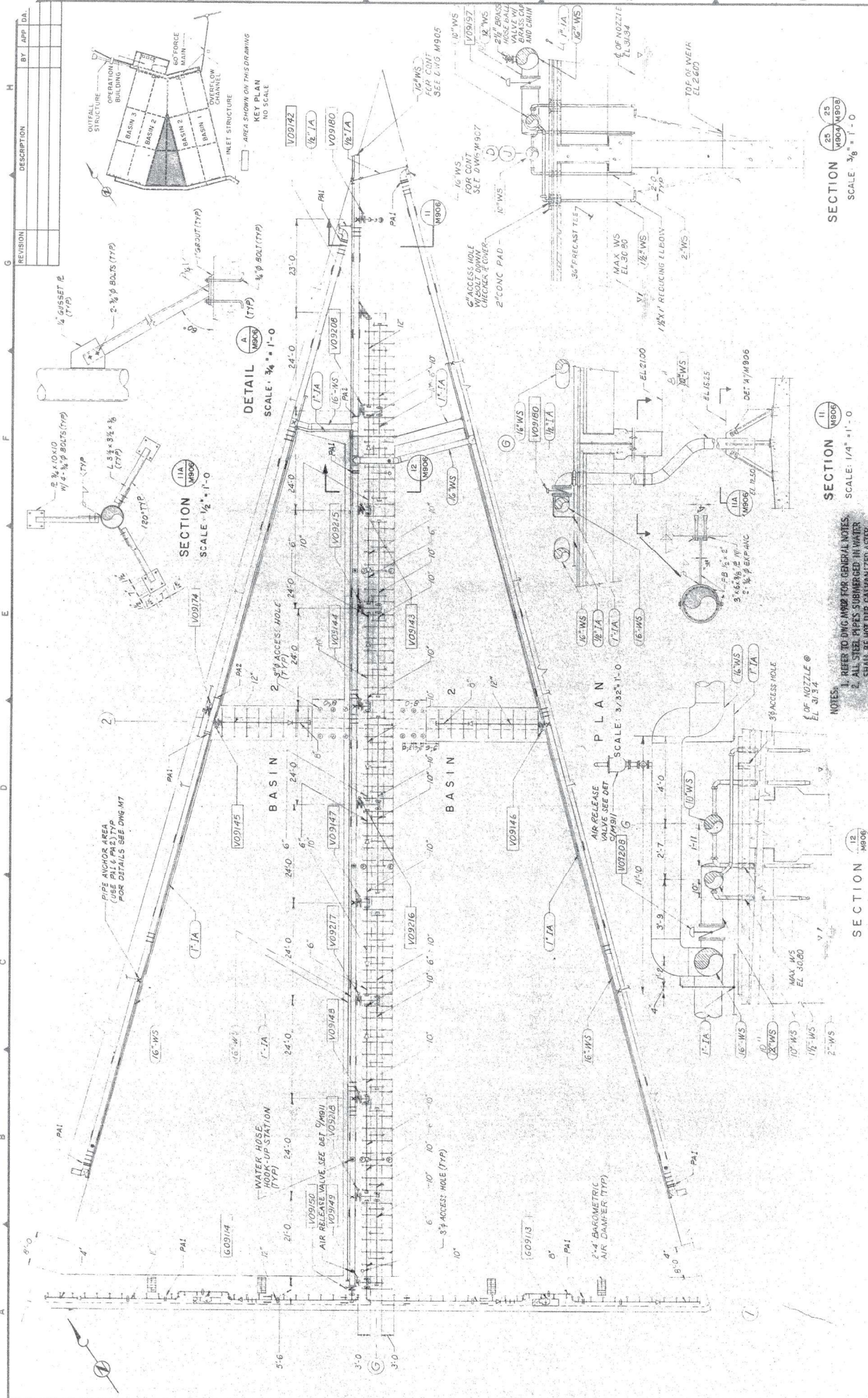
SCALE AS SHOWN DATE SEP 1971 FILE JESS	SACRAMENTO AREA CONSULTANTS 1715 STREET SACRAMENTO, CALIFORNIA 95811 DESIGN: [Signature] DRAWN: [Signature] CHECKED: [Signature] APPROVED: [Signature]	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT OF SACRAMENTO COUNTY, CALIFORNIA SUBMITTED: [Signature] APPROVED: [Signature]	COMBINED WASTEWATER CONTROL SYSTEM PIONEER RESERVOIR DISTRICT FILE 903	WEIR WALL ELEVATION SCALE: 3/8" = 1'-0" EXCEPT AS NOTED	SHEET NUMBER 47 OF 149 DRAWING NUMBER S912
--	--	---	--	--	---



SCALE 3/8" = 1'-0" DATE SEPT. 1977 FILE J383	SACRAMENTO AREA CONSULTANTS 1011 STREET SACRAMENTO CALIFORNIA 95811	SUBMITTED BY [Signature] APPROVED BY [Signature] CHECKED BY [Signature]	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT OF SACRAMENTO COUNTY, CALIFORNIA	RECOMMENDED BY [Signature] APPROVED BY [Signature]	COMBINED WASTEWATER CONTROL SYSTEM PIONEER RESERVOIR DISTRICT FILE 903-	STORAGE BASINS GENERAL SECTIONS	SHEET NUMBER 79 OF 149 DRAWING NUMBER M903
--	--	---	---	---	---	---------------------------------	---



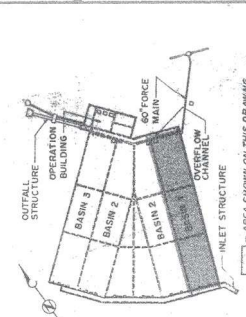




SCALE AS SHOWN	SACRAMENTO AREA CONSULTANTS	DESIGN	SUBMITTED	SACRAMENTO REGIONAL COUNTY	COMBINED WASTEWATER CONTROL SYSTEM	STORAGE BASINS	SHEET NUMBER	DRAWING NUMBER
DATE SET 02/27	CONSULTANTS	DRAWN	APPROVED	SANITATION DISTRICT	PIONEER RESERVOIR	PARTIAL PLAN AND SECTIONS	82 OF 149	M906
FILE 000000	101 STREET SACRAMENTO	CHECKED	APPROVED	OF SACRAMENTO COUNTY, CALIFORNIA	DISTRICT FILE 903-			

NOTES:
 1. REFER TO DWG M902 FOR GENERAL NOTES.
 2. ALL STEEL PIPES SUBMERGED IN WATER SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.





NOTE: REFER TO DWG M902 FOR GENERAL NOTES.

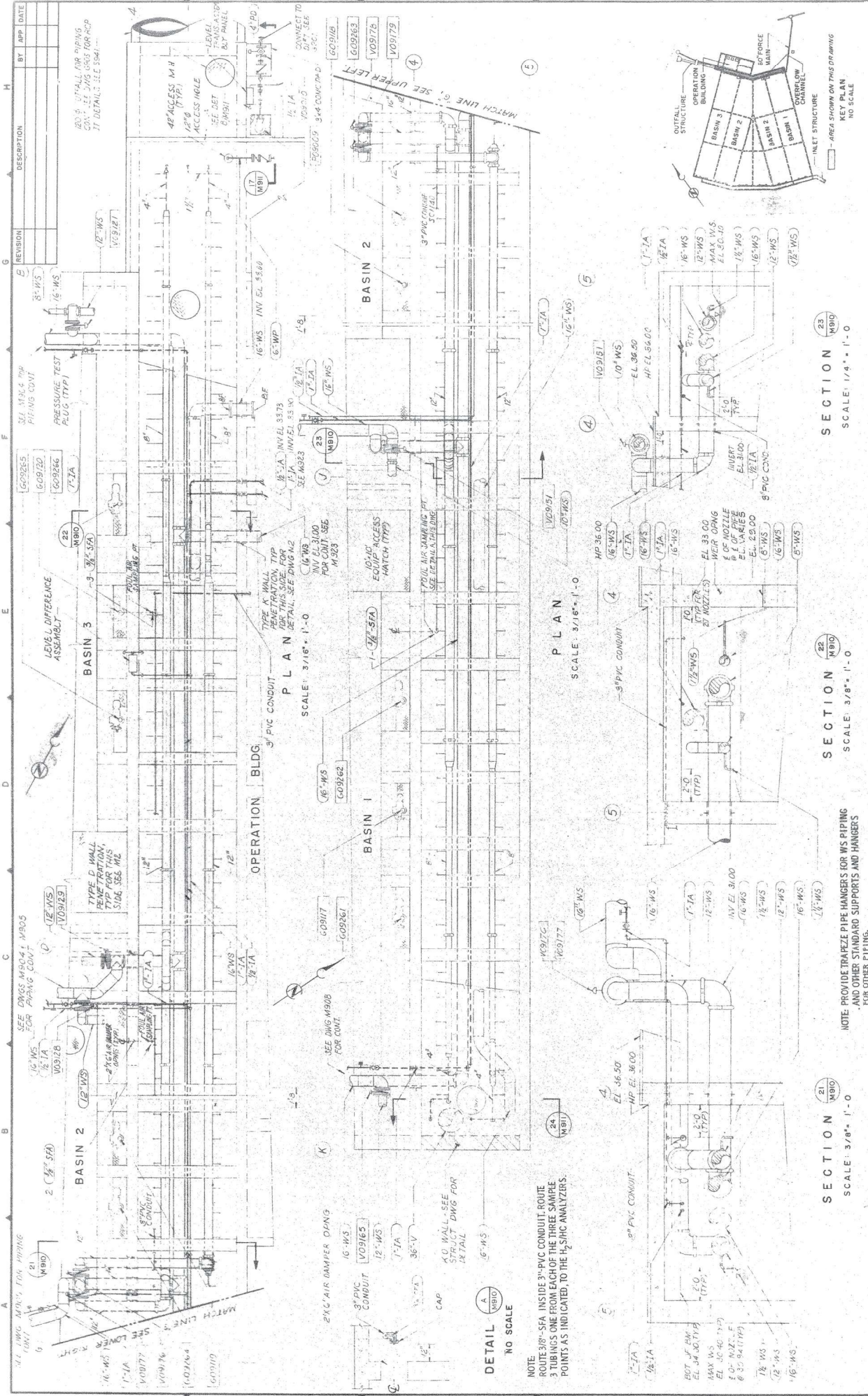
SECTION 15
SCALE: 1/2" = 1' - 0"

U.S. G. A9902 FOR GENERAL NO

[illegible]



SCALE: AS SHOWN	SACRAMENTO ENGINEERING DATE: SEP. 1977	SACRAMENTO CONSULTANTS	A PLANT VENTURE BY JOHN CALDWELL SUNNYVALE, CALIF.	DESIGN: <i>W. L. L.</i> DRAWN BY: <i>W. L. L.</i> CHECKED BY: <i>W. L. L.</i>	SUBMITTED: <i>W. L. L.</i> APPROVED: <i>W. L. L.</i> DATE: <i>10/1/77</i>	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT OF SACRAMENTO COUNTY, CALIFORNIA	RECOMMENDED: <i>W. L. L.</i> APPROVED: <i>W. L. L.</i> DATE: <i>10/1/77</i>	COMBINED WASTEWATER CONTROL SYSTEM PIONEER RESERVOIR DISTRICT FILE 003-	STORAGE BASINS INLET STRUCTURE - PLAN AND SECTIONS	SHEET NUMBER 85 OF 149	DRAWING NUMBER M909
-----------------	--	---------------------------	--	---	---	---	---	---	---	---------------------------	------------------------



SCALE: 1/8" = 1'-0"	DATE: 10/1/11	DESIGN: [Signature]	SUBMITTED: [Signature]	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT OF SACRAMENTO COUNTY, CALIFORNIA	RECOMMENDED: [Signature]	DATE: 10/1/11	COMBINED WASTEWATER CONTROL SYSTEM	STORAGE BASINS	SHEET NUMBER: 86 OF 149	DRAWING NUMBER: M910
DATE: 10/1/11	FILE: 10/1/11	DRAWN: [Signature]	APPROVED: [Signature]	APPROVED: [Signature]	APPROVED: [Signature]	DATE: 10/1/11	PIONEER RESERVOIR	OVERFLOW CHANNEL PLAN AND SECTIONS		
FILE: 10/1/11		CHECKED: [Signature]	APPROVED: [Signature]	APPROVED: [Signature]	APPROVED: [Signature]		DISTRICT FILE 903			

**CITY OF SACRAMENTO
SPECIAL PROVISIONS
PIONEER STRUCURAL REPAIRS
PROJECT NUMBER: X14170509**



March 2025

Prepared by:

Tim Moresco, P.E., Senior Civil Engineer
City of Sacramento
Department of Utilities
1395 35th Avenue
Sacramento, CA 95822

**CITY OF SACRAMENTO
SPECIAL PROVISIONS
FOR**

**Pioneer Structural Repairs
X14170509
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**SPECIAL PROVISIONS
FOR
Pioneer Structural Repairs
X14170509**

SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS

1.01 Location, Scope of Work

These Special Provisions cover in general, the rehabilitation and repairs for the internal and external structure of the City of Sacramento's Pioneer Reservoir, located at 2100 Front Street, Sacramento, CA 95818.

More specifically, internal repairs involve removing and replacing all existing steel columns and installing new steel columns to provide additional structural support. External repairs will include repairing areas of extensive cracking, concrete spalling, and exposed rebar, as well as restoring expansion joints and wash water pipe mounts.

The Contractor shall provide all labor, materials, tools and equipment, and shall perform all work necessary to complete the subject project as shown on the Plans and as specified herein.

1.02 Specifications

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento (CSSS), most current, and all addenda, referred to herein as "Standard Specifications". The general requirements of this contract shall be governed by these Special Provisions first, followed by Sections 1 through 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications.

1.03 Time of Award

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

1.04 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.

1.05 Interpretation of Contract Documents

Questions from bidders concerning the interpretation of any portion of the contract documents should be submitted in writing by E-mail (with E-mail delivery receipt request) to the City's Representative at the following address:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
Subject: Pioneer Structural Repairs

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.

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 at least 7 calendar days prior to the bid opening date.

1.06 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 determined 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.

1.07 Order of Work

Internal repairs must be completed between May 1st and October 15th. During that time, the Contractor shall prioritize internal repairs. However, if the Contractor has the capacity and resources, they may undertake external repairs concurrently, provided that the internal repairs are not delayed or adversely affected.

Occasionally, the Contractor may submit a proposed modification of the specified order of work that will be more satisfactory for the work's operation. Contractor shall submit a revised progress schedule if modifications are made to the sequencing of the work.

1.08 Shop Drawings & Submittals

In accordance with Section 5-7 of the Standard Specifications, Contractor shall prepare and submit for review the following shop drawings and submittals:

1. Construction schedule
2. Order of Work
3. Record Drawings (monthly upon completion of work)
4. Concrete mix design (Grout Repair and Concrete Bases)
5. Stainless Steel Support Beam Shop Drawings
6. Quality Control Plan for the Project

7. Winterization/wet weather plan (If needed)
8. Water Quality Control Plan
9. Health and Safety Plan
10. Confined Space Certifications for all staff entering Confined Spaces

All submittals shall be reviewed and approved prior to starting work unless otherwise approved by the Engineer.

Contractor shall provide a Confined Space Certifications for all employees that will be performing work within the reservoir.

Contractor is advised that at the Engineer's discretion, the above list may be expanded to include additional items to which Section 5-7 of the Standard Specifications will apply. Contractor shall keep one copy of the approved Water Quality Control Plan at the construction site at all times.

1.09 Project Sign

Project signs will not be necessary on this project as the limits of work are confined to private property owned by the City.

1.10 Manufacturer's Instructions

Contractor shall comply with manufacturer's installation instructions and procedures in accordance with Section 5-16 of the City Standard Specifications.

1.11 Project Scheduling

The Contractor shall submit a detailed schedule showing all items of work at least ten (10) days prior to initiating onsite construction. The schedule shall include the proposed sequencing of construction activities. The schedule shall be submitted, reviewed, and updated in accordance with Section 7-2 of the Standard Specifications. No progress payments will be made for work completed prior to acceptance of the schedule. The Contractor shall submit a revised progress schedule within 5 working days of the Engineers written request.

Contractor shall plan to attend regular weekly construction coordination meetings throughout the duration of the construction work and shall anticipate 1 to 1-1/2 hours each meeting. Weekend and night work where approved by City will be performed in accordance with Section 7-4 of the Standard Specifications and shall comply with the noise ordinance in Chapter 8.68 of the Sacramento City Code.

When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Construction Manager a written Time Impact Analysis (TIA) illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date. Each TIA shall demonstrate how the Contractor proposes to incorporate the change order, delay, or

Contractor request into the Schedule. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time, and the impact of all affected activities. The event times used in the analysis shall be those included in the latest updated copy of the CPM Schedule or as adjusted by mutual agreement between the Construction Manager and Contractor.

The TIA must:

1. Illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone.
2. Use the accepted schedule that has a data date closest to and before the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions before the event, the accepted schedule must be updated to the day before the event being analyzed.
3. Include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the 2 schedules must be equal to the adjustment of Contract time.

1.12 Record Drawings

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, with all work instructions, change orders, and construction adjustments. Installed cleanouts shall be dimensioned to the nearest property line or be assigned stations to the nearest foot. Drawings shall be subject to the inspection of the Engineer at all times. Progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawing, if not denoted on contract drawings. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance with "Shop Drawings and Submittals" of these Special Provisions.

1.13 Materials and Equipment

The Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work, in accordance with Sections 5-15, 5-16, 5-17, 5-18, 5-21, and 5-22 of the Standard Specifications and these Special Provisions.

1.14 Control of Materials Testing

Comply with the provisions of Section – 1.15 Quality Control.

Contractor's attention is directed to CSSS Sections 5-22 thru 5-24. City will retain an independent testing firm to perform initial soil/aggregate/asphalt compaction tests; cast-in-place concrete slump and strength tests; grout strength tests; and any other additional test required by the City. Contractor shall perform all other required testing and submit written test results to the Engineer.

In addition to the requirements of Section 5 of the CSSS and Section 6-3.01 of the State Standard Specifications the contractor shall follow material testing for this project will be provided by the Contractor as set forth in Section 6 of the State Standard Specifications and the most current City of Sacramento Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the City and State Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project.

Engineer shall be given two (2) working days-notice prior to each test performed by Contractor.

Any system material or workmanship found defective on the basis of acceptance tests shall be reported to the Engineer. Contractor shall replace the defective material or equipment and have testing repeated without additional cost to the City, until test results are satisfactory to the Engineer. The City will only pay for initial testing services for concrete strength and slump, soil compaction, and grout strength.

When initial tests indicate non-compliance with the Contract Documents, the costs of any additional tests required for determining compliance will be deducted by the City from the Contract Sum due the Contractor.

1.15 Quality Control

A. Definition

Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1. Quality Control: All those planned and specified actions or operations necessary to produce a product or service that will meet requirements for quality as specified. Quality Control is the responsibility of the Contractor. The Contractor will monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

2. Quality Assurance: Those planned and systematic operations conducted to ensure that the operations and/or products incorporated into the project meet the project specifications. Quality Assurance encompasses oversight of the Contractor's Quality Control; verifying the results of Contractor testing; review of sampler, tester and laboratory qualifications; independent assurance sampling and testing, and inspection for conformance with the plans and specifications. Quality Assurance is the responsibility of the Contractor and Engineer.
3. Special Tests and Inspections: Tests and inspections required by the CBC and performed by certified inspectors. These tests will be performed and paid for by the City.

B. Quality Control Program:

1. Contractor shall develop a detailed written Quality Control (QC) Program for all Work required in the Contract Documents. The Contractor must submit for the Construction Manager's acceptance the Contractor's Quality Control Program (QC Program) for the entire Project before beginning any of the Work other than mobilization tasks to install temporary facilities. Except for mobilization, no other work will begin until the Engineer has accepted the Contractor's overall QC Program for the project. This QC Program must meet the objectives and requirements as defined herein. The QC Program must be specific to this Project and the Contract Documents.
2. In addition, the Contractor must submit for the Engineer's acceptance of the Contractor's individual QC Plans before starting each area or division of the Work and/or new specialty trade to complete any portion of the Work. Work will be permitted to start only after the Construction Manager reviews and accepts Contractor's individual QC Plans. The individual QC Plans must identify all QC personnel, procedures, inspections, laboratories, testing equipment calibrations and certifications, tests, inspection/test hold points, instructions, sampling and testing records organized by date and type of material, reports, records, schedules, etc. specific for each area or division of the Work and/or new specialty trade to complete any portion of the Work.
3. Contractor shall appoint a full time Quality Control Officer who will have the sole responsibility for the full-time oversight, implementation, and monitoring of the QC Program on this one project. Contractor shall maintain a log of required testing indicating the tests or sampling and test method required, location, frequency and responsibility.
4. Contractor shall provide written procedures defining methods of construction, control measures, and the performance of inspections and testing for the different types of Work.

5. Procedures shall detail "Hold Points," where Work shall not proceed until the required Quality Control functions are performed and documentation shows the Work meets the requirements of the Contract.
6. Procedures shall detail problem resolution steps and corrective actions in the event the Work does not meet the Contract Specifications.
7. Procedures shall be provided for all major activities of Work.
8. Contractor shall maintain evidence of activities affecting quality. This includes operating logs, records of inspections and tests, audit reports, material analyses, personnel qualification and certification records, procedures, and document review records.
9. Quality records shall be maintained in a manner that provides for timely retrieval, and traceability. Quality records shall be protected from deterioration, damage, or destruction.
10. Within 24 hours, notify the Engineer of any noncompliance identified by your QC program. The Contractor shall provide the City access to all QC records.
11. Submit QC test data and QC test results within 2 business days of test completion.

C. Sampling and Testing

1. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture as specified in the CSSS.
2. The City or an independent firm retained by the City will perform inspections, testing, and other services as required by the Engineer.
 - i. The Contractor shall cooperate with the Engineer or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
 - ii. The Contractor shall notify Engineer three (3) working days prior to the expected time for operations requiring inspection and laboratory testing services.
 - iii. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the Engineer. The Contractor shall be responsible for all costs including administrative, material testing, design, and engineering activities directly related to such retesting.

D. Installation

1. Inspection: The Contractor shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.
2. Measurements: The Contractor shall verify measurements and dimensions of the Work, as an integral step of starting each installation.
3. Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.
 - i. When manufacturer' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.16 Contractor's Safety Program

Contractor shall provide a written IIP Program conforming to Cal-OSHA requirements. The IIP Program shall be customized to prevent workplace injuries and illnesses specific to the work on this contract. A written copy of the IIP Program shall be maintained at the job site. As a minimum the IIP Program shall contain the following elements: responsibility, compliance, communication, hazard assessment, accident/exposure investigation, hazard correction, training & instruction, and recordkeeping. Refer to "Cal/OSHA Pocket Guide for the Construction Industry" dated June 2015 and website: <http://www.dir.ca.gov/dosh/puborder.asp> for further information.

1.17 Novel Coronavirus (Covid-19) Safety Requirements

A. General

Section Includes: COVID-19 safety requirements to address the COVID-19 epidemic, including without limitation any requirements imposed by federal, state, and local guidelines and orders or those necessary for performance of work safely.

These COVID-19 safety requirements are not all encompassing and may need to be modified by the Contractor for individual construction tasks and updated as the COVID-19 epidemic evolves.

The Contractor and all its sub-tier level subcontractors and suppliers shall account in their Bid and sub-bids for 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 and/or

procurement of materials and/or equipment and time caused by any COVID-19 safety requirements, including without limitation those found in this Section and also all public health and governmental directives in place at the time Bids are received by the City for this Project.

B. Covid-19 Exposure Prevention, Preparedness, And Response Plan

1. Contractor's Responsibility

- a. The Contractor shall prepare a COVID-19 Exposure Prevention, Preparedness and Response Plan (a "COVID-19 Plan") specific to this Project that describes 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:
 - i. <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>
- b. The Contractor's COVID-19 Plan shall at a minimum address the following COVID-19 safety guidelines:
 - i. COVID-19 Employee and Visitor training and checklist before entering worksite.
 - ii. Employee distancing and strategies to maximize distancing when possible.
 - iii. Limitations on gathering size.
 - iv. Personal Protective Equipment (PPE) requirements.
 - v. Identification of "choke points" and "high risk areas" such as hallways, hoists and elevators, break areas and vehicles.
 - vi. Staggering trades and modification of work schedules to reduce worker density to maximize distancing opportunities.

- vii. COVID-19 employee good personal hygiene measures.
 - viii. Disinfection and cleaning requirements.
 - ix. Personal prevention actions requirements for all employees.
 - x. Toolbox and Tailgate COVID-19 employee training.
 - xi. Recognition of COVID-19 Symptoms.
 - xii. Procedures for COVID-19 exposure and notification to others who were at the Site.
 - xiii. Daily screening protocols for arriving workers and visitors to ensure potentially infected workers and visitors do not enter the Site.
 - xiv. Maintenance of daily attendance logs of all workers and visitors who enter the Site.
- c. Also, as part of this Plan, the Contractor shall draft and implement a COVID-19 Code of Safe Practices that is posted in areas visible to all employees and visitors.
 - d. The Contractor shall be prepared at each Progress and Coordination Meeting, if requested by the Construction Manager, to provide information relevant to the application, enforcement, and implementation of the Code of COVID-19 Safe Practices.
 - e. All Contractor managers and supervisors (**from forepersons to project managers**) must be familiar with the COVID-19 Plan and be ready to answer questions from employees, subcontractors, suppliers and visitors. Managers and supervisors must set a good example by following the COVID-19 Plan at all times. This involves practicing good personal hygiene and jobsite safety practices to prevent the spread of the virus. Managers and supervisors must encourage this same behavior from all employees, subcontractors, suppliers and visitors.
 - f. The Contractor shall immediately notify the Construction Manager if any person under the Contractor's control on this Project has tested positive for COVID-19.
 - g. The Contractor is responsible to provide to the Engineer its COVID-19 Plan. This plan is due to the Engineer at the preconstruction meeting. No work shall be permitted until this plan is accepted by the Engineer.

1.18 Inspection

In addition to Section 5-20 Inspection of the City Standard Specifications, the following shall apply:

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, two (2) working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide inspection cost Monday - Friday basis only, 7 AM to 5 PM, excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of \$175.00 per hour for the actual cost of all inspection cost for work requested outside of the contract working hours, Saturday and Sunday work, or inspection performed during designated City, State, or Federal holidays. Designated City holidays are listed in the City of Sacramento Standard Specifications.

1.19 Cooperation with City and Other Contractors

The Contractor shall cooperate with City Staff constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate their work with that of City Staff.

It is understood and agreed that the Contractor has considered this in the bid: all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

In addition to section 6-17 Contractor's Legal Address of the CSSS five (5) days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The contact representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

1.20 Public Outreach

This project is confined to City-owned private property; therefore, public outreach is not required. However, effective coordination with City staff will be essential to ensure the successful execution of the project.

1.21 Permits

Contractor shall obtain their Cal/OSHA Permit. Permit must be kept onsite at all times.

1.22 Permanent Survey Monuments

The Contractor is responsible for verifying that arrangements have been made for preserving and/or perpetuating all permanent survey monuments affected by the work, in accordance with Section 5-6 of the Standard Specifications.

1.23 Administrative Penalty Ordinance

Not Applicable

1.24 Water Quality Control

The Contractor shall be responsible for the requirements consisting of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit, issued to the City and in accordance with Section 16 of the Standard Specifications.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. The Contractor shall not begin work until an accepted ESC Plan is on file with the Engineer.

The Contractor shall protect existing drain inlets over the course of the project until completion. The Contractor shall maintain best business practices when it comes to water quality control.

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, contained herein. Any fines, including third-party claims, levied against the City as a result of the 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, of the Agreement.

1.25 Project Closeout

When the project is completed in accordance with the Plans and Specifications, the Contractor shall notify the Engineer of the completion of the project at which time the City will prepare a list of deficient work items, or punch list, and after all punch list items have been completed to the satisfaction of the Engineer, and as-built drawings are completed and submitted, a completion report will be prepared, as detailed and in accordance with Section 8-4 of the Standard Specifications.

1.26 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate, and no additional compensation will be allowed.

SECTION 2– PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS

2.01 Public Right-of-Way and Easements

This project is limited to City Private property and therefore this section is not applicable.

2.02 Existing Facilities

Protection and maintenance of existing utilities shall meet the applicable requirements of Sections 13 of the Standard Specifications and these Special Provisions.

2.03 Coordination of Work

The Contractor shall cooperate and coordinate regularly with City Operations and Maintenance (O&M) and Engineering Staff during construction and shall minimize impacts to City Operations.

2.04 Maintaining Water, Sewer & Drainage Flows

Not applicable for this project.

2.05 Temporary Diversion of Sewer, and Drainage Flows

Not applicable for this project.

2.06 Work Performed by City Crews

The Contractor is advised that the City retains the option of performing with City crews all or a portion of any work involved in relocating, repairing, or otherwise restoring existing sewer, water, and drainage systems and services to developed properties within the limits of the project that may be in conflict with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City. All work performed and materials provided by the City will be paid for by the Contractor or removed from this contract at no additional cost to the City.

2.07 Existing Site Conditions

Bidders are directed to Section 2-4 of the Standard Specifications which require Bidders to examine the project site.

2.08 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 be made available, through contract change order, to provide additional services as needed for the

completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

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

1. All work is to be completed in accordance with the following regulations and requirements:
 - a. Chapter 6.5, Division 20, California Health and Safety Code.
 - b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
 - c. City of Sacramento Building Code and the Uniform Building Code, 1994 edition.
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.

2.09 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.

2.10 Public Notification of Work

Not Applicable – Contractor shall coordinate with Project Manager, City O&M, and Engineering Staff on scheduling of work.

2.11 Maintenance of Traffic, Public Safety and Convenience

Not Applicable for this project.

2.12 Removal of Street Parking

Not Applicable for this project.

2.13 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate, and no additional compensation will be allowed.

****END OF SECTION****

SECTION 3 – GENERAL STRUCTURAL REHABILITATION REQUIREMENTS

3.01 External Concrete Rehabilitation and Repair

In general, Contractor shall be responsible for confirming limits of rehabilitation and repair locations with the City Staff, the removal of damaged areas, including loose concrete and additional concrete until clean rebar is visible, and the necessary rehabilitation and repairs of the reinforcement rebar and concrete. The following list details, in general, the necessary repairs based on severity, however, each location may vary:

A. Concrete Spalling

1. General Requirements

The work described in this specification involves the repair of concrete spalling due to corrosion or other forms of deterioration. The objective is to restore the affected concrete structure to its original strength and integrity. The work shall include the removal of loose and damaged concrete, repair or replacement of corroded reinforcement, injection of cracks, and application of a concrete patch repair. All work shall be performed in compliance with applicable building codes, standards, and the manufacturer's recommendations for materials and methods.

2. Materials

a. Concrete Patch Repair:

The repair material shall be a high-strength, durable, and non-shrink concrete mix or pre-packaged concrete repair compound, designed for use in structural repairs. The material must be compatible with the existing concrete and capable of bonding effectively to both concrete and steel surfaces. Concrete Patch Repair must conform to the standards specified in Section 10-55 of the Standard Specifications and ASTM C150 or equivalent.

b. Epoxy Injection Material:

Epoxy injection material for crack repair shall be a two-component, low-viscosity, moisture-insensitive epoxy resin system that conforms to the standards specified in Section 10-55 of the Standard Specifications and ASTM C881 or equivalent.

c. Reinforcement Repair Materials:

Any corroded or damaged reinforcement shall be repaired or replaced with reinforcement that meets the original design specifications, and the material shall conform to ASTM A615.

d. Joint Sealant:

For repairs involving expansion joints, a high-quality, elastomeric sealant compatible with the concrete and the joint system shall be used to restore the joint's flexibility and weatherproofing. The sealant shall meet the relevant ASTM C920 for joint sealants in concrete structures.

3. Preparation and Surface Preparation

a. Removal of Loose Concrete:

- i. Remove all loose, delaminated, or spalled concrete from the affected area using appropriate tools such as chipping hammers, pneumatic tools, or hand tools.
- ii. Ensure that the removal process does not damage the underlying sound concrete or reinforcement.
- iii. The area should be cleaned of all debris, dust, and contaminants to allow proper adhesion of the repair materials.

b. Removal of Concrete Until Clean Bar is Visible:

- i. Continue the removal of concrete until the exposed reinforcement bars (rebar) are clean and free from any loose, deteriorated material.
- ii. All corrosion and rust on the exposed rebar must be completely removed using wire brushes, sandblasting, or mechanical means.
- iii. Ensure that the surrounding concrete is sound and intact to achieve a secure bond for the repair.

4. Repair or Replacement of Corroded Reinforcement

a. Corroded Reinforcement:

- i. Any reinforcement that is found to be severely corroded or weakened during the removal process must be either repaired or replaced.
- ii. If the corrosion is superficial, the reinforcement can be cleaned and treated with a corrosion-inhibiting primer or coating to prevent further corrosion.
- iii. If the corrosion has compromised the strength of the reinforcement, replace the damaged section of rebar with new reinforcement that meets the original design specifications.

- iv. Ensure that any new reinforcement is properly positioned, tied, and secured within the repair area.

5. Epoxy Injection for Crack Repair

a. Crack Injection:

- i. All visible cracks in the concrete, whether or not they have been exposed during the removal process, shall be injected with a suitable epoxy resin.
- ii. The epoxy injection material must be applied according to the manufacturer's instructions to ensure complete filling of the crack and bond integrity.
- iii. The surface of the crack should be cleaned and prepared to ensure the epoxy adheres properly. If necessary, sealant or injection ports should be installed to facilitate proper epoxy injection.
- iv. The injection should be performed under pressure to ensure that the epoxy fully fills the crack and restores the structural integrity of the concrete.

6. Concrete Patch Repair Application

a. Concrete Patch Repair:

- i. After the surface preparation, the concrete patch repair material shall be mixed and applied according to the manufacturer's recommendations.
- ii. The repair material shall be applied in layers if necessary, with each layer thoroughly compacted and smoothed to ensure a strong bond to the existing concrete.
- iii. The repair shall be built up to the proper thickness, slightly overfilling the surface to allow for finishing once the material has set.
- iv. The patch material should be finished to match the surrounding concrete surface in texture and appearance. The patch should be finished with a trowel or other appropriate tool to ensure a smooth, uniform surface.

b. Expansion Joint Repair:

- i. If spalling occurs at or near an expansion joint, the repair must take

into account the flexibility and movement of the joint.

- ii. The concrete patch material should be applied in such a way that it does not interfere with the expansion joint's movement or cause future damage due to differential movement.
- iii. After applying the concrete patch, a flexible, elastomeric joint sealant should be applied over the repaired area, ensuring it is fully bonded to both the concrete and the joint sides. The sealant should be flush with the surface, and the joint must be left open for proper sealing.

7. Curing and Protection

a. Curing:

- i. The concrete patch repair shall be cured in accordance with the manufacturer's recommendations to achieve the required strength and durability.
- ii. In general, curing should be done for a minimum of 7 days using moist curing methods or curing compounds as appropriate for the repair material.
- iii. Protect the repair area from extreme weather conditions such as direct sunlight, rain, or freezing temperatures during the curing period.

b. Protection:

- i. Ensure the repair area is protected from physical damage and environmental exposure until the patch repair has fully cured and has reached sufficient strength to withstand normal use.
- ii. For expansion joints, care must be taken during the curing process and while performing any subsequent finishing or sealing to avoid disturbing the expansion joint or joint sealant. Protect the joint area from heavy traffic or impact during the curing and sealing process to maintain the integrity of the joint system.

8. Site Cleanup

a. Cleanup During Repair Process:

- i. Throughout the repair process, ensure that the site is kept clean and organized. All construction debris, including loose concrete, materials, and equipment, must be promptly removed from the area.

- ii. Dust, dirt, and debris generated during concrete removal and repair should be minimized. Use appropriate methods, such as water misting or dust extraction equipment, to control dust during work operations.

b. Post-Repair Cleanup:

- i. Once the repair is complete, the site must be thoroughly cleaned. All remaining construction materials, tools, and equipment must be removed from the site.
- ii. Ensure that the repaired area and surrounding surfaces are free of excess repair material, tools, and any other debris.
- iii. The site should be restored to its original condition, with proper disposal of all waste materials, including concrete, epoxy injection materials, and any other substances that may have been used during the repair.

9. Final Inspection and Acceptance

a. Inspection:

- i. Upon completion of the repair work, the entire repaired area shall be inspected to verify that all repairs have been performed according to the specifications.
- ii. Inspect the surface for cracks, delaminations, or any defects in the patch material.
- iii. The repaired area should be smooth, properly bonded, and match the surrounding concrete in texture and appearance.

b. Acceptance:

- i. The repair work will be considered acceptable when all specifications have been met, and the repaired area has demonstrated proper adhesion, strength, and durability.

10. Safety and Health Requirements

- a. All work shall be performed in compliance with applicable safety standards, including the use of appropriate personal protective equipment (PPE) such as gloves, goggles, and hearing protection.
- b. Ensure proper ventilation when using chemical products, including epoxy

resins and concrete repair materials.

B. Concrete Crack Repairs

1. General Requirements

The work described in this specification involves the repair of cracks in concrete surfaces, including those occurring in floors, walls, and structural components. The objective is to restore the integrity and strength of the concrete by sealing cracks to prevent water infiltration, further deterioration, and potential structural weakening. All work shall be carried out in compliance with applicable building codes, standards, and the manufacturer's recommendations.

2. Materials

a. Crack Repair Material:

- i. The repair material shall be a high-quality epoxy resin, polyurethane, or other material as approved by the Engineer, designed for concrete crack repairs. The material must be appropriate for the type and width of the crack, as well as for the conditions present (e.g., dry or wet environment, interior or exterior application).
- ii. Repair material shall comply with Section 10-55 of the Standard Specifications.
- iii. For structural cracks, epoxy resins conforming to ASTM C881 or equivalent standards for bonding concrete and ensuring structural strength shall be used.
- iv. For non-structural or shrinkage cracks, polyurethane sealants that are flexible and capable of sealing cracks to prevent water infiltration shall be used. The sealant must conform to ASTM C920 for joint sealants.

b. Cleaning Materials:

- i. All surfaces around the cracks to be repaired must be cleaned thoroughly prior to applying repair materials. Cleaning materials may include wire brushes, grinders, sandblasting equipment, or other methods approved by the Engineer.

c. Primers (if required):

- i. If a primer is recommended by the manufacturer for adhesion, it must be compatible with both the repair material and the concrete surface.

The primer must be applied per the manufacturer's instructions and allowed to dry before the crack repair material is applied.

3. Preparation and Surface Cleaning

a. Crack Inspection:

- i. Prior to the start of repairs, all cracks shall be inspected to assess the type, width, depth, and severity of the cracks. This will determine the appropriate repair material and method.

b. Cleaning of Cracks:

- i. Clean the crack surfaces of all loose debris, dirt, dust, and contaminants using mechanical means such as wire brushes, air compressors, or sandblasting to ensure a clean substrate for bonding. For larger cracks, a wire brush or grinder may be used to widen the crack slightly, allowing for better penetration of the repair material.
- ii. If the cracks are wet or contain moisture, the area must be dried thoroughly using compressed air, heat lamps, or other drying methods. Repairing cracks while wet or damp may affect the adhesion of the repair material.

c. Surface Preparation:

- i. The areas around the cracks should also be cleaned to remove any laitance, oils, or other contaminants. Surface preparation should ensure that the repair material will have full contact with the clean concrete surface.

4. Crack Repair Procedure

a. Epoxy Injection for Structural Cracks:

- i. For structural cracks, epoxy injection shall be used. The crack shall be sealed with a suitable surface sealant to prevent epoxy from leaking.
- ii. Injection ports will be placed at intervals along the crack, and the epoxy resin will be injected under pressure to fully fill the crack from the bottom up. The injection should be done in stages if necessary, depending on the crack size and depth.
- iii. The epoxy resin used shall be a low-viscosity, moisture-insensitive, two-part epoxy that meets the requirements of ASTM C881. The

injection should continue until the crack is completely filled.

b. Polyurethane Injection for Non-Structural Cracks:

- i. For non-structural cracks, a polyurethane injection system can be used. This system is designed to seal cracks and prevent water infiltration.
- ii. Polyurethane-based sealants should be injected into the crack in the same manner as epoxy, ensuring full penetration and complete filling of the crack.
- iii. The sealant should be allowed to cure in accordance with the manufacturer's instructions before any additional work is performed.

c. Surface Crack Repair:

- i. For cracks on exposed concrete surfaces or where injection is not possible, the crack shall be cleaned and filled with a high-strength, durable concrete patch repair material that matches the surrounding concrete. The material shall be applied in layers if necessary to achieve a smooth and uniform finish.
- ii. For exterior cracks, ensure that the repair material is compatible with weather exposure, providing adequate resistance to freeze-thaw cycles and UV degradation.

5. Curing and Protection

a. Curing of Crack Repair:

- i. The cured crack repair material shall be kept under recommended curing conditions (temperature, humidity) for the duration of the curing period as specified by the manufacturer.
- ii. Ensure that the repair area is protected from heavy traffic or external factors (e.g., rain or extreme temperatures) during the curing period to ensure proper hardening and bonding.

b. Protection of Repaired Cracks:

- i. After the repair material has set, the repaired area should be protected from any external forces, including foot or vehicle traffic, for the duration of the curing process. Use barriers or warning signs as needed to restrict access to the repair area.

6. Site Cleanup

a. During the Repair Process:

- i. The work area shall be kept clean and orderly throughout the repair process. Any debris, dust, and waste materials generated during the cleaning, preparation, and repair work shall be promptly collected and removed from the site.
- ii. All tools and equipment should be cleaned regularly to prevent contamination of the repair material and to ensure that the work area remains safe and functional.

b. Post-Repair Cleanup:

- i. Upon completion of the crack repairs, the work area shall be thoroughly cleaned. Excess repair material, tools, debris, and packaging from repair materials must be removed from the site. All surfaces should be left free of repair residues, and surrounding areas should be restored to their original condition.
- ii. Dispose of all waste material, including spent epoxy or polyurethane containers, in accordance with local waste disposal regulations.

7. Final Inspection and Acceptance

a. Inspection:

- i. The repaired cracks shall be inspected for proper adhesion, depth of penetration, and bond integrity. Check that the repair material is flush with the surrounding surface, free of voids, and shows no signs of cracking or delamination.
- ii. If the repairs are in structural components, the integrity and effectiveness of the epoxy or polyurethane injection shall be verified to ensure that the crack is fully sealed and that no additional movement occurs.

8. Acceptance:

- a. The crack repair work will be accepted when it meets the specified criteria for surface finish, strength, and durability. Documentation of the repair materials used, including manufacturer certifications and test results, shall be submitted as part of the final inspection process.

3.02 Internal Structural Repairs

A. General Requirements

The work described in this specification involves the installation of stainless-steel support columns to provide additional structural support for the existing concrete structure with concrete roof beams. The columns are intended to enhance load-bearing capacity and stability, ensuring safety and long-term performance. All work shall be carried out in compliance with applicable building codes, standards, and the manufacturer's recommendations.

B. Materials

1. Stainless Steel Columns:

Columns shall be fabricated from high-quality stainless steel, specifically grade 316, as per the project requirements. The stainless steel shall conform to the specifications outlined in ASTM A240 or equivalent standards for corrosion resistance and structural integrity.

2. Column Base Plates and Footings:

Base plates for the columns shall be made of stainless steel 316. Footings shall be designed to support the weight of the columns and the loads transferred from the concrete roof beams.

3. Fasteners and Bolts:

All fasteners, bolts, nuts, washers, and anchors used for installation shall be stainless steel 316 to ensure corrosion resistance and structural reliability. Bolts and anchors shall meet ASTM A325 or equivalent standards.

4. Welding Materials:

Welding electrodes or rods shall be of compatible stainless-steel grade, in accordance with AWS A5.9 for stainless steel welding. All welds shall be performed by certified welders using appropriate methods for stainless steel to ensure maximum strength and durability.

C. Installation Procedure

1. Preparation:

- a. Prior to installation, ensure the surface of the existing concrete structure where the stainless-steel columns will be anchored is clean, free from debris, and properly prepared to receive the column base plates.
- b. Verify the dimensions and location of the column footings or anchor points, in accordance with the approved structural drawings.

2. Column Placement:

- a. Position the stainless-steel support columns in their designated locations as shown on the plans and agreed to in the field with the City Inspector and Engineer, ensuring alignment with the concrete roof beams.
- b. Use appropriate lifting equipment to safely position the columns, ensuring they are plumb and level during placement.

3. Base Plate Installation:

- a. Install base plates on the prepared concrete surfaces using anchor bolts or mechanical anchors, as per the approved design. Ensure that the base plates are level and properly aligned with the center of the columns.
- b. Tighten all anchor bolts to the manufacturer's recommended torque specifications, ensuring the base plate is securely fixed to the foundation.

4. Column Attachment:

- a. Secure the stainless-steel column to the base plate using stainless steel bolts, ensuring proper alignment.
- b. If required, perform welding or bolting to connect the column to any concrete roof beams or existing structural components. All welding must be performed in accordance with AWS standards for stainless steel and inspected for quality.

5. Column Alignment:

- a. Verify the vertical alignment of the columns using a level and plumb measurement tool.
- b. Adjust the placement of the columns if necessary to ensure proper alignment and load distribution.

D. Quality Assurance and Inspections

1. Pre-Installation Inspection:

- a. The site and installation area shall be inspected prior to the start of installation to ensure proper foundation preparation and alignment of the stainless-steel columns and base plates.

2. Welding and Bolting Inspections:

- a. All welds shall be visually inspected for compliance with welding standards. Non-destructive testing (e.g., ultrasonic or dye penetrant testing) shall be conducted as necessary to confirm weld integrity.

- b. Bolted connections shall be inspected for proper torque and alignment.
3. Final Inspection:

- a. Upon completion of the installation, a final inspection shall be conducted to verify that the columns are properly installed, aligned, and secured to the concrete roof beams and foundations. All required documentation, including test reports and certifications, shall be provided.

E. Safety Requirements

- 1. Proper safety procedures shall be followed during the installation of the stainless-steel support columns, including the use of personal protective equipment (PPE) such as hard hats, gloves, and safety boots.
- 2. The installation shall be carried out in accordance with OSHA standards and all applicable local safety regulations.

F. Tolerances

- 1. The installation of stainless-steel support columns must adhere to the following tolerances:
 - i. Vertical alignment: $\pm 1/4$ inch
 - ii. Base plate alignment: $\pm 1/8$ inch
 - iii. Column plumbness: Within $1/16$ inch per 10 feet of column height

3.03 Protection and Restoration of Existing Improvements

This bid item shall cover all of the labor, equipment, and materials required to protect the public and private property adjacent to the Work and Contractor shall exercise due caution to avoid damage to such property.

3.04 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate, and no additional compensation will be allowed.

****END OF SECTION****

SECTION 4 – ITEMS OF THE PROPOSAL

Item No. 1 Mobilization/Demobilization

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the bonding, movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items.

Demobilization shall include, upon substantial completion of the contracted work, the removal of all signs, construction trailers, storage trailers and bins, temporary fencing, garbage, construction debris, equipment, utility services not scheduled to remain, portable toilet facilities, and all excess construction material not included and paid for within other base bid items. Work shall also include the repair, restoration and/or replacement of facilities damaged by the Contractor and/or Subcontractor and suppliers, including driveways, parking areas, streets, pipelines, and landscaping, and the submittal of Record Drawings. Work area shall be cleaned and restored to original condition or better as further shown on the plans.

Any compensation for remobilization of personnel, equipment, supplies, and incidentals shall be included with this item, and no additional compensation shall be permitted.

Compensation for mobilization/demobilization in excess of five (5) percent of the total amount of all other bid items shall be paid with the progress payment when all other work items are 100 percent complete.

Payment for mobilization and demobilization shall be on a contract lump sum (LS) basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work necessary to complete this item. 75% of the total lump sum bid for this item shall be paid for mobilization and the remaining 25% shall be paid for demobilization. Release of payment for mobilization shall be based on payment installments, 25% paid on the first progress payment, with five 10% payments from the remaining 50% balance on the next five successive progress payments. Payment for demobilization shall occur after the Contractor receives written notification of substantial completion from the Engineer.

Item No. 2 Preconstruction Photographs

This item shall conform to Section 11 of the Standard Specifications.

Payment for preconstruction photographs shall be at the contract lump sum (LS) price bid and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item.

Item No. 3 Stainless Steel Support Columns

This item includes the complete installation of a stainless steel 316 support column, including the design, fabrication, and placement of a reinforced concrete pedestal as described in Section 3.02 Internal Structural Repairs of these Special Provisions and as shown on the Project Plans. The support column shall be constructed of stainless steel 316, designed for durability and corrosion resistance in harsh environments. The concrete pedestal shall be poured to support the column, ensuring proper load distribution and structural integrity.

Payment for the Stainless-Steel Support Columns shall be at a unit price per each (EA) and shall include full compensation for furnishing all labor, materials, tools, and equipment, and for performing all work necessary to complete this work.

Item No. 4 Remove and Replace Stainless Steel Support Columns

This item includes the complete removal and replacement of a stainless steel 316 support column, including the design and fabrication of the new support columns as described in Section 3.02 Internal Structural Repairs of these Special Provisions and as shown on the Project Plans. The support column shall be constructed of stainless steel 316, designed for durability and corrosion resistance in harsh environments.

Payment for the Removal and Replacement of Stainless-Steel Support Columns shall be at a unit price per each (EA) and shall include full compensation for furnishing all labor, materials, tools, and equipment, and for performing all work necessary to complete this work.

- Item No. 5 External Repair – Location 1**
- Item No. 6 External Repair – Location 2**
- Item No. 7 External Repair – Location 3**
- Item No. 8 External Repair – Location 4**
- Item No. 9 External Repair – Location 5**
- Item No. 10 External Repair – Location 6**
- Item No. 11 External Repair – Location 7**
- Item No. 12 External Repair – Location 8**
- Item No. 13 External Repair – Location 9**
- Item No. 14 External Repair – Location 10**
- Item No. 15 External Repair – Location 11**
- Item No. 16 External Repair – Location 13**
- Item No. 17 External Repair – Location 15**
- Item No. 18 External Repair – Location 12, 14, 16**
- Item No. 19 External Repair – Location 17**
- Item No. 20 External Repair – Location 18**
- Item No. 21 External Repair – Location 19**
- Item No. 22 External Repair – Location 20**
- Item No. 23 External Repair – Location 21**
- Item No. 24 External Repair – Location 22**

Item No. 25 External Repair – Location 23

Item No. 26 External Repair – Location 24

This item includes all the work, as described in the Project Plans, to perform the repairs needed for the structural concrete restoration of the external concrete walls and roof of Pioneer Reservoir. This includes, but shall not be limited to, surface preparation; repairs to concrete spalling, concrete cracks, corroded rebar, and expansion joints; and epoxy grout injections as described in Section 3.01 of these Special Provisions.

Payment for the External Repairs shall be at a contract lump sum (LS) price for each location and shall include full compensation for furnishing all labor, materials, tools, and equipment, and for performing all work necessary to complete this work.

END OF SPECIAL PROVISIONS