
File ID: 2025-01300

7/22/2025

Combined Sewer System Pipe Program Replacement & Rehabilitation [Published for 10-Day Review 07/09/2025]

File ID: 2025-01300

Location: District 4

Recommendation: Pass a **Motion:** 1) approving the contract plans and specifications for the Combined Sewer System (CSS) Pipe Program Replacement and Rehabilitation (R&R) Block 6 project (X14170100); 2) awarding the contract to Soracco, Inc. for an amount not-to-exceed \$1,186,368, and 3) authorizing the Interim City Manager or designee to execute the construction contract with Soracco, Inc.

Contact: Kyle Beltran, Project Manager (916) 808-3828, kbeltran1@cityofsacramento.org; Roxanne Dilley, Supervising Engineer, (916) 808-1458, rdilley@cityofsacramento.org; Michelle Carrey, Interim Engineering & Water Resources Division Manager, (916) 808-1438, mcarrey@cityofsacramento.org; Sherill Huun, Interim Director, (916) 808-1455, shuun@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Contract

Description/Analysis

Issue Detail: Staff recommends Council award a construction contract to Soracco, Inc., to remove and replace approximately 1,415 linear feet of combined sewer pipe, remove and replace manholes and drain inlets, and replace and reconnect sewer services at the locations listed below. This project will also include traffic control, excavation, shoring, backfill, and surface restorations.

- Capitol Mall (Front Street and Neasham Circle)
- Powerhouse Alley (21st Street to 23rd Street)

These locations were identified as high priorities based on work orders issued by the City's Wastewater Operations and Maintenance (O&M) staff, as well as closed-circuit television (CCTV) analysis. High priority locations require repairs due to aging infrastructure, poor and deteriorating structural integrity, and increased maintenance needs.

Policy Considerations: City Council approval is required to award construction contracts of \$250,000 or more per City Code 3.04.010. The action requested conforms with City Code 3.56.020 for the 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 4.75 total jobs (2.73 direct jobs and 2.02 jobs through indirect and induced activities) and create \$732,505.13 in total economic output (\$461,703.58 of direct output and another \$270,801.55 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: This project was reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA) under Section 15302. This project includes replacing existing combined sewer mains (utility systems) involving negligible expansion of capacity (CEQA Guidelines Section 15302 (c)).

Sustainability:

The proposed project is consistent with the 2040 General Plan goal PFS-3.6, "Combined Sewer System Rehabilitation and Improvements," as it will rehabilitate and improve the existing combined sewer system (CSS) to decrease flooding, CSS outflows, and combined system overflows (CSOs).

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was advertised, and two bids were received and opened on May 21, 2025. Soracco, Inc. was the lowest responsible bidder.

The bid results are as follows:

Contractor	Amount
Soracco, Inc.	\$ 1,186,368.00
Navajo Pipelines Inc.	\$ 1,398,470.00

The Engineer's construction cost estimate was \$1,192,000.00.

Financial Considerations : Sufficient funds exist in the CSS Pipe Program R&R Block 6 project (X14170100, Funds 6006 and 6021) to award a construction contract to Soracco, Inc. for an amount not-to-exceed \$1,186,368.00.

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

Local Business Enterprise (LBE): Soracco, Inc. is not an LBE but has partnered with Pace Supply Corp, Anrak Corp, and APS Environmental for this project to exceed the minimum LBE participation requirement. Pace Supply Corp will provide sewer pipe materials. Anrak Corp will provide asphalt grinding services. APS Environmental will provide closed-circuit television (CCTV) services.

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): \$1,192,000 Adjusted \$ Amount (+/-): _____
Other Party: Soracco, Inc.
Project Title: CSS Pipe Program R&R Block 6
Project #: X14170115 Bid/RFQ/RFP #: B25141323007
City Council Approval: YES if YES, Council File ID#: 2025-01300

Contract Processing Contacts

Department: Utilities Project Manager: Kyle Beltran
Contract Coordinator: Sarah Williams Email: sewilliams@cityofsacramento.org

Department Review and Routing

Construction Mgmt:

(Signature) (Date)

Supervisor:

(Signature) (Date)

Division Manager:

(Signature) (Date)

Other:

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**

CSS Pipe Program R&R Block 6

X14170115

B25141323007

Engineer's Estimate: \$1,192,000

Separate Plans

Kyle Beltran
Assistant Engineer
(916) 808-3828

Bid to be received before 2:00 PM
May 21, 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>

CSS Pipe Program R&R Block 6

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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 21, 2025** and opened at and read after 2:00 p.m. on **May 21, 2025**, or as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of:

CSS Pipe Program R&R Block 6 PN: X14170115 B25141323007

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 CSS Pipe Program R&R Block 6 PN: X14170115 B25141323007

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:

Kyle Beltran, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-3828 / Fax: (916) 808-1497/Email kbeltran1@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 21, 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 21, 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

**CSS Pipe Program R&R Block 6
PN: X14170115 B25141323007**

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	Traffic Control	1	LS	\$_____	\$_____
3	Preconstruction Photographs & Videos	1	LS	\$_____	\$_____
4	Utility Potholing	1	LS	\$_____	\$_____
5	8-inch Pipe to Remove, 8-inch Combined Sewer Pipe to Place	155	LF	\$_____	\$_____
6	8-inch Pipe to Remove, 10-inch Combined Sewer Pipe to Place	810	LF	\$_____	\$_____
7	10-inch Combined Sewer Pipe to Place	146	LF	\$_____	\$_____
8	12-inch Combined Sewer Pipe to Place	235	LF	\$_____	\$_____
9	16-inch Pipe to Remove, 18-inch Combined Sewer Pipe to Place	16	LF	\$_____	\$_____
10	18-inch Sewer Casing Pipe to Place	32	LF	\$_____	\$_____
11	Abandon Existing Sewer Pipe	1	LS	\$_____	\$_____
12	Manhole to Remove	2	EA	\$_____	\$_____
13	No. 3 Manhole Installation	2	EA	\$_____	\$_____

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
14	No. 3A Manhole Installation	2	EA	\$_____	\$_____
15	Manhole to Remove, No. 3 Manhole Installation	3	EA	\$_____	\$_____
16	Manhole to Remove, No. 3A Manhole Installation	3	EA	\$_____	\$_____
17	Inside Drop Connections	2	EA	\$_____	\$_____
18	Remove and Replace Drain Inlet with Drain Inlet No. 22	5	EA	\$_____	\$_____
19	10-inch Drain Inlet Lead to Install	52	LF	\$_____	\$_____
20	Substandard Sewer Service Removal & Reinstatement	14	EA	\$_____	\$_____
21	6" Asphalt Concrete Pave	140	TON	\$_____	\$_____
22	6" P.C.C. Alley	7,456	SF	\$_____	\$_____
23	Embassy Suites Driveway Restoration	1	LS	\$_____	\$_____
24	CCTV Inspection	1,414	LF	\$_____	\$_____
25	Unmarked Utility Crossing	14	EA	\$_____	\$_____
26	Unsuitable Material, Removal, and Replacement	283	CY	\$_____	\$_____

TOTAL BID: \$_____

Contractor's Name: Soracco, Inc.

(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **May 21, 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 21, 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

CSS Pipe Program R&R Block 6
PN: X14170115 B25141323007

in the City and County of Sacramento, California.

TOTAL BID: One Million One Hundred Eighty Six Thousand Three Hundred Sixty Eight & 0/100 (\$ 1,186,368).

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>75,000</u>	\$ <u>75,000</u>
2	Traffic Control	1	LS	\$ <u>38,080</u>	\$ <u>38,080</u>
3	Preconstruction Photographs & Videos	1	LS	\$ <u>5,950</u>	\$ <u>5,950</u>
4	Utility Potholing	1	LS	\$ <u>35,700</u>	\$ <u>35,700</u>
5	8-inch Pipe to Remove, 8-inch Combined Sewer Pipe to Place	155	LF	\$ <u>274</u>	\$ <u>42,470</u>
6	8-inch Pipe to Remove, 10-inch Combined Sewer Pipe to Place	810	LF	\$ <u>225</u>	\$ <u>182,250</u>
7	10-inch Combined Sewer Pipe to Place	146	LF	\$ <u>460</u>	\$ <u>67,160</u>
8	12-inch Combined Sewer Pipe to Place	235	LF	\$ <u>476</u>	\$ <u>111,860</u>
9	16-inch Pipe to Remove, 18-inch Combined Sewer Pipe to Place	16	LF	\$ <u>952</u>	\$ <u>15,232</u>
10	18-inch Sewer Casing Pipe to Place	32	LF	\$ <u>535.50</u>	\$ <u>17,136</u>
11	Abandon Existing Sewer Pipe	1	LS	\$ <u>23,800</u>	\$ <u>23,800</u>
12	Manhole to Remove	2	EA	\$ <u>7,140</u>	\$ <u>14,280</u>
13	No. 3 Manhole Installation	2	EA	\$ <u>15,470</u>	\$ <u>30,940</u>

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
14	No. 3A Manhole Installation	2	EA	\$ 15,470	\$ 30,940
15	Manhole to Remove, No. 3 Manhole Installation	3	EA	\$ 17,850	\$ 53,550
16	Manhole to Remove, No. 3A Manhole Installation	3	EA	\$ 14,280	\$ 42,840
17	Inside Drop Connections	2	EA	\$ 5,950	\$ 11,900
18	Remove and Replace Drain Inlet with Drain Inlet No. 22	5	EA	\$ 5,950	\$ 29,750
19	10-inch Drain Inlet Lead to Install	52	LF	\$ 119	\$ 6,188
20	Substandard Sewer Service Removal & Reinstatement	14	EA	\$ 8,925	\$ 124,950
21	6" Asphalt Concrete Pave	140	TON	\$ 357	\$ 49,980
22	6" P.C.C. Alley	7,456	SF	\$ 12	\$ 89,472
23	Embassy Suites Driveway Restoration	1	LS	\$ 23,800	\$ 23,800
24	CCTV Inspection	1,414	LF	\$ 12	\$ 16,968
25	Unmarked Utility Crossing	14	EA	\$ 892.50	\$ 12,495
26	Unsuitable Material, Removal, and Replacement	283	CY	\$ 119	\$ 33,677

TOTAL BID: \$ 1,186,368

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

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 **60 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 for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

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 water main pipeline, in accordance with the following:**

- **The undersigned shall provide documentation for a minimum of three (3) projects of similar size and scope for the placement of water main pipeline 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 size and length of pipeline installed, the type of water main material installed, the contract amount and duration, and the time period of performance, and shall include the name, address and telephone number of the owner agency or municipality. The documentation also 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.**

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.

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 _____ Soracco, Inc.

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

Addendum No. 3 _____ Title President

Addendum No. 4 _____ Address 903 E. Lodi Ave

No PO Box – Physical Address ONLY

Lodi CA 95240
City STATE Zip Code

Telephone No. 209-267-4030

Fax No. 209-267-4202

Email Richard@soraccoinc.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.

82-1393520

DIR Registration Number: 1000051608

Valid Contractor's License No. 1028603 Classification A & B is held by the bidder.

Expiration date 7/31/25 Representation made herein are true and correct under penalty of perjury

PN: X14170115 B25141323007

BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address) <u>Soracco, Inc.</u> <u>903 E. Lodi Ave, Lodi, CA 95240</u>	Type of Organization ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Other: _____ State of Organization formation: <u>California</u>
SURETY (Name and business address,) <u>Granite Re, Inc. dba Granite Surety Insurance Company</u> <u>14001 Quailbrook Drive</u> <u>Oklahoma City, OK 73134</u> a corporation duly organized under the laws of the State of <u>Minnesota</u> and duly licensed to issue this bond as authorized by the State of California. California License No. <u>6204-2</u>	(agent name and phone number) <u>Grant Willes - Federated Insurance</u> <u>(209) 570-5664</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: CSS Pipe Program R&R Block 6
Project Number: X14170115
Bid Transaction Number: B25141323007

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: Soracco, Inc.

By: [Signature]
Name: _____

Title: President

Surety: Granite Re, Inc. dba Granite Surety Insurance Company

By: [Signature]
Name: Kenneth D. Whittington

Title: Attorney-In-Fact

(Seal)



ACKNOWLEDGMENT

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

State of California
County of San Joaquin

On May 20, 2025 before me, V. Fernandez Knight, Notary Public
(insert name and title of the officer)

personally appeared Richard A. Soracco Jr. -----,
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.

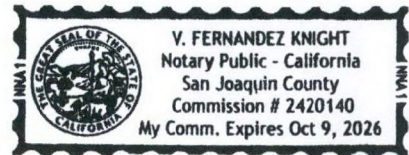
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California

County of San Joaquin

On this 20th day of May, 2025, before me V. Fernandez Knight Notary Public personally appeared
Here insert Name and Title of Officer

Richard A. Soracco Jr., who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 See Attached CA Acknowledgment

Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma

County of Oklahoma

On this 21 day of May, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

Bethany J. Alred
Notary Public



GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

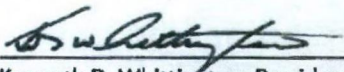
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

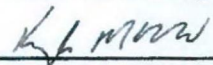
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



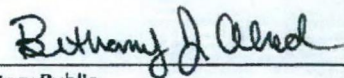

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

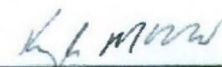
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

May 21 , 2025 .




Kyle P. McDonald, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

OAKLAND

Amended
Certificate of Authority

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

Granite Re, Inc.

to conduct business in California under the operating name

Granite Surety Insurance Company

of Minnesota, organized under the laws of Minnesota, 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

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 July, 2020,
I have set my hand and caused my official seal to be affixed this
15th day of July, 2020.



Ricardo Lara
Insurance Commissioner

Valerie Sarfaty

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

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	Soracco, Inc.
(REQUIRED) Prime Contractor DIR Registration #	1000051608

Business Name	Pace Supply Corp	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 checked="" type="checkbox"/> Supplier
CSLB/Professional License #		DIR Registration # <i>(10 digits)</i>	
Address	8400 24th Ave	Does this subcontractor or supplier qualify as an LBE?	YES
City, State, Zip	Sacramento, CA 95826	Estimated dollar value of work, services or materials to be performed of provided	\$ 62,700
Contact Person	Chris Berry	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	cberry@pacesupply.com	Sewer Pipe Materials	
Phone	209-481-3000		

Business Name	Anrak Corp	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 #	256390	DIR Registration # <i>(10 digits)</i>	1000002952
Address	5820 Mayhew Rd	Does this subcontractor or supplier qualify as an LBE?	Yes
City, State, Zip	Sacramento, CA 95827	Estimated dollar value of work, services or materials to be performed of provided	\$ 6,000
Contact Person	Patrick Anderson	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	Estimating@anrak.com	AC Grind	
Phone	916-383-5030		

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.

	President	5/21/25	\$ 1,186,368
Signature (Principal of Firm)	Title	Date	Total Bid Amount (including additive alternates if applicable)



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	Soracco, Inc.
(REQUIRED) Prime Contractor DIR Registration #	1000051608

Business Name	APS Environmental	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 #	985553	DIR Registration # <i>(10 digits)</i>	1000416184
Address	6643 32nd St	Does this subcontractor or supplier qualify as an LBE?	Yes
City, State, Zip	North Highlands, CA 95660	Estimated dollar value of work, services or materials to be performed of provided	\$ 10,000
Contact Person	Steve Hunt	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	Shunt@apsenvironmental.com	CCTV	
Phone	916-800-9417		

Business Name	Sierra Traffic Markings, Inc.	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 #	755317	DIR Registration # <i>(10 digits)</i>	1000002783
Address	9725 Del Rd Suite B	Does this subcontractor or supplier qualify as an LBE?	NO
City, State, Zip	Roseville, CA 95747	Estimated dollar value of work, services or materials to be performed of provided	\$ 5,000
Contact Person	Paul Baquera	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	proposals@sierratrafficmarkings.com	Striping	
Phone	916-774-9080		

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.

	President	5/21/25	\$ 1,186,368
Signature (Principal of Firm)	Title	Date	Total Bid Amount (including additive alternates if applicable)

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

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COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	Soracco, Inc.
(REQUIRED) Prime Contractor DIR Registration #	1000051608

Business Name	Site Safe Traffic Safety	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 #	999965	DIR Registration # <i>(10 digits)</i>	1000023595
Address	335 Marna Dr	Does this subcontractor or supplier qualify as an LBE?	No
City, State, Zip	Vacaville, CA 95687	Estimated dollar value of work, services or materials to be performed of provided	\$ 25,000
Contact Person	Ashlee Lodel	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	Clodel@sstss.net	Traffic Control	
Phone	707-628-9922		

Business Name	West Coast Water & Trucking	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 checked="" type="checkbox"/> Supplier
CSLB/Professional License #		DIR Registration # <i>(10 digits)</i>	1000012401
Address	3941 Park Dr Suite #20-231	Does this subcontractor or supplier qualify as an LBE?	no
City, State, Zip	El Dorado Hills, CA 95762	Estimated dollar value of work, services or materials to be performed of provided	\$ 60,000
Contact Person	Jennifer Gemignani	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	Jennifer@wcwaterandtrucking.com	Trucking	
Phone	916-358-8697		

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.

	President	5/21/25	\$ 1,186,368
Signature (Principal of Firm)	Title	Date	Total Bid Amount (including additive alternates if applicable)

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

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COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	Soracco, Inc.
(REQUIRED) Prime Contractor DIR Registration #	1000051608

Business Name	Cell-Crete	Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)	<input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier
CSLB/Professional License #	243404	DIR Registration # (10 digits)	1000003953
Address	995 zephur Ave	Does this subcontractor or supplier qualify as an LBE?	NO
City, State, Zip	Hayward, CA 94544	Estimated dollar value of work, services or materials to be performed of provided	\$ 10,000
Contact Person	Kaushal Das	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	kdas@cell-crete.com	Pipe Abandonment	
Phone	510-471-7257		

Business Name		Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier
CSLB/Professional License #		DIR Registration # (10 digits)	
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.

	President	5/21/25	\$ 1,186,368
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: Soracco, Inc.

BY: 

Signature

President

Title

Date: 5/21/25

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:

A & B 7/31/25

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 Lodi, CA, on 5/21/25
(Location) (Date)

Signature: 

Print name: Richard Soracco Jr

Title: President

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

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 directly 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.

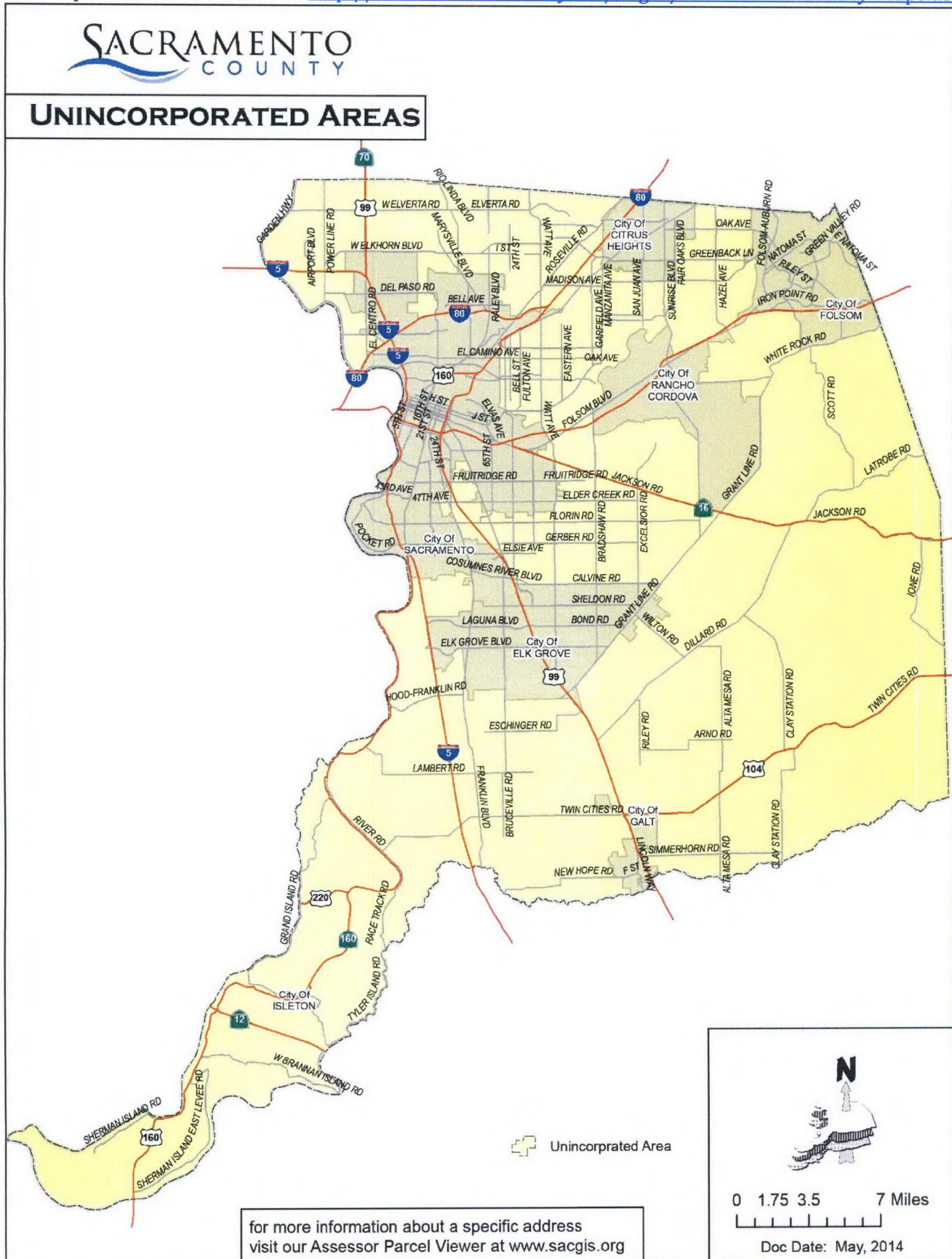
The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance 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>



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

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 20__, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Soracco, Inc. 903 E Lodi Ave, Lodi, CA 95240-3126 ("Contractor") in the amount of **One Million One Hundred Eighty Six Thousand Three Hundred Sixty Eight & 0/100 (\$1,186,368.00)**

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

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

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

CSS Pipe Program R&R Block 6 (PN:X14170115)

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

N/A

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 60 working days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

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

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.
- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$2,800 for each calendar day after the

Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

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

injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

- A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than 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 May 28, 2025

BY 

Richard A. Soracco Jr.

Print Name

President

Title

BY N/A

N/A

Print Name

N/A

Title

1000051608

DIR Registration #

82-1393520

Federal ID#

1028603

State ID#

1118181

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

Type of Business Entity (*check one*):

 Individual/Sole Proprietor

 Partnership

 X Corporation

 Limited Liability Company

 Other (*please specify:*)

CITY OF SACRAMENTO

a municipal corporation

DATE _____

BY _____

For: City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address) <u>Soracco, Inc.</u> <u>903 E. Lodi Ave, Lodi, CA 95240</u>	Type of Organization ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Other: _____ State of Organization formation: <u>California</u>
SURETY (Name and business address,) <u>Granite Re, Inc. dba Granite Surety Insurance Company</u> <u>14001 Quailbrook Drive</u> <u>Oklahoma City, OK 73134</u> a corporation duly organized under the laws of the State of <u>Minnesota</u> and duly licensed to issue this bond as authorized by the State of California. California License No. <u>6204-2</u>	(agent name and phone number) <u>Grant Willes - Federated Insurance</u> <u>(209) 570-5664</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: CSS Pipe Program R&R Block 6
Project Number: X14170115
Bid Transaction Number: B25141323007

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: Soracco, Inc.

By: [Signature]
Name: _____

Title: President

Surety: Granite Re, Inc. dba Granite Surety Insurance Company

By: [Signature]
Name: Kenneth D. Whittington

Title: Attorney-In-Fact

(Seal)



ACKNOWLEDGMENT

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

State of California
County of San Joaquin

On May 20, 2025 before me, V. Fernandez Knight, Notary Public
(insert name and title of the officer)

personally appeared Richard A. Soracco Jr. -----,
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.

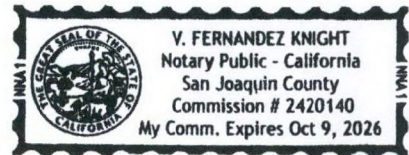
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California

County of San Joaquin

On this 20th day of May, 2025, before me V. Fernandez Knight Notary Public personally appeared
Here insert Name and Title of Officer

Richard A. Soracco Jr., who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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 See Attached CA Acknowledgment

Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma

County of Oklahoma

On this 21 day of May, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

Bethany J. Alred
Notary Public



GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

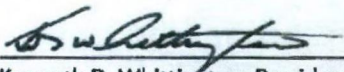
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

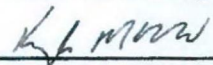
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



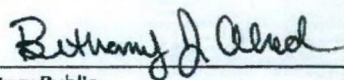

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

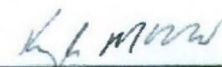
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has signed this Certificate and affixed the corporate seal of the Corporation this

May 21, 2025.




Kyle P. McDonald, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

OAKLAND

Amended
Certificate of Authority

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

Granite Re, Inc.

to conduct business in California under the operating name

Granite Surety Insurance Company

of Minnesota, organized under the laws of Minnesota, 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

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 July, 2020,
I have set my hand and caused my official seal to be affixed this
15th day of July, 2020.



Ricardo Lara
Insurance Commissioner

Valerie Sarfaty

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

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

ARTICLE X

HELMETS TO HARDHATS

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

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

ARTICLE XI

WAGES AND BENEFITS

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

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

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

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

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

ARTICLE XII

COMPLIANCE

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

ARTICLE XIII

EMPLOYEE GRIEVANCE PROCEDURE

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

ARTICLE XIV

GENERAL GRIEVANCE PROCEDURE

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

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

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

Step 2: 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

THUS:

Approved as to form:

Jennifer V. Gose
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

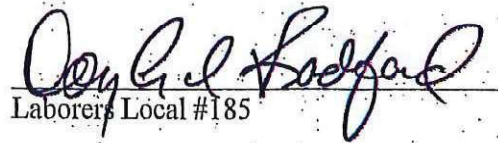
Title:

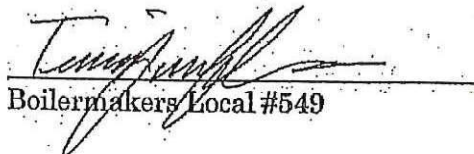
UNIONS



Asbestos Workers Local #16


Iron Workers Local #118


Bricklayers Local #3

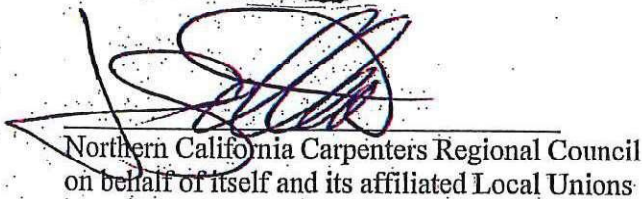

Laborers Local #185


Boilermakers Local #549


Operating Engineers Local #3

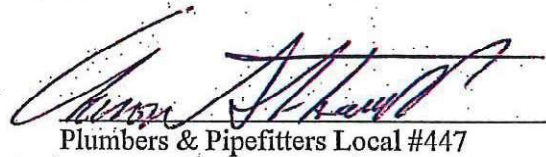

Cement Masons Local #400


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

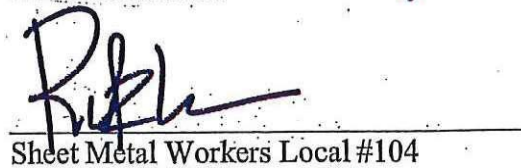

District Council #16 International
Union of Painters & Allied Trades


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

***CSS Pipe Program R&R Block 6
PN: X14170115***

PROPOSED TRADE ASSIGNMENTS

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

OWNER: *City of Sacramento, Department of Utilities
1395 35th Avenue, Sacramento CA 95822-2911*

CONTRACTOR: *Soracco, Inc.
903 E. Lodi Ave, Lodi, CA 95240*

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: _____

Attachment B

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

1. SCOPE OF WORK:

This project consists of the removal and replacement of deteriorated Combined Sewer System (CSS) pipes that are experiencing structural issues, such as cracking, fractures, and deformities. The purpose is to reduce maintenance costs, maintain proper conveyance and capacity, improve system reliability, and restore the CSS main to an acceptable level of performance.

This project involves the removal and replacement of nearly 1,415 linear feet of combined sewer pipe. Additional work includes replacing and reconnecting sewer services, removing and replacing manholes and drain inlets, excavation, backfill, and finished paving, and other associated work.

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: July 2025

Approximate Completion Date: October 2025

3. ADDRESSES:

Job Location: A. Capitol Mall (Front Street and Neasham Circle)
B. Powerhouse Alley (21st Street to 23rd Street)

Company's Local Mailing Address: Soracco, Inc.

903 E. Lodi Ave.

Lodi, CA 95240

Trust Fund Billing Address:

Laborers Fund Administrative Office N. Cal., Inc.
5672 Stoneridge Dr., Ste. 100 Pleasanton, CA 94588

Operating Engineers Trust Fund for California 1
141 Harbor Bay Parkway, Suite 100 Alameda, CA 94502

Cement Masons Trust Funds for Northern California
4160 Dublin Blvd. Suite 400 Dublin, CA 94568

Attachment B

4. CONTRACTOR PERSONNEL:

Project Manager: Gustavo Soracco
Office Telephone #: (209) 267-4030 Ext. 6
Mobile Telephone #: (209) 304-0186
Fax Telephone #: (209) 267-4202

Superintendent: Clint Aboussleman
Office Telephone #: (209) 267-4030 Ext. 5
Mobile Telephone #: (209) 304-1899
Fax Telephone #: (209) 267-4202

Safety Representative: Richard A. Soracco Jr.
Office Telephone #: (209) 267-4030 Ext. 4
Mobile Telephone #: (209) 747-3947
Fax Telephone #: (209) 267-4202

Drug Test Result Coordinator: (List in order of contact priority)

Name of first Contact: Roni Presley
Office Telephone #: (209) 267-4030 Ext. 3
Mobile Telephone #: (209) 581-2321

Name of second Contact: Victoria Knight
Office Telephone #: (209) 267-4030 Ext. 7
Mobile Telephone #: (510) 512-8429

Name of third Contact: N/A
Office Telephone #: _____
Mobile Telephone #: _____

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. | <u>Victoria Knight</u> | <u>Laborers Fund Administrative Office N. Cal., Inc.</u>
<u>5672 Stoneridge Dr., Ste. 100 Pleasanton, CA 94588</u> |
| 2. | <u>Roni Presley</u> | <u>Operating Engineers Trust Fund for California 1</u>
<u>141 Harbor Bay Parkway, Suite 100 Alameda, CA 94502</u> |
| 3. | <u>N/A</u> | _____ |

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.

Attachment B

5. MANPOWER:

<u>Craft</u>	<u>Peak</u>	<u>Average</u>
Asbestos Workers	-	-
Boilermakers	-	-
Bricklayers	-	-
Carpenters	-	-
Cement Masons	1	1
Electrical Workers (Inside Wiremen)	-	-
Electrical Workers (Outside Line)	-	-
Elevator Constructors	-	-
Glaziers	-	-
Insulators	-	-
Iron Workers (Structural)	-	-
Iron Workers (Rebar)	-	-
Laborers	6	4
Millwrights	-	-
Operating Engineers	3	2
Painters	-	-
Pile Drivers	-	-
Plumbers/Pipefitters	-	-
Plasterers	-	-
Roofers	-	-
Sheet Metal Workers	-	-

Attachment B

Sprinkler Fitters

- _____

- _____

Teamsters

- _____

- _____

6. OPERATIONAL INFORMATION:

Number of Shifts:

1 _____

1st Shift Schedule:

7:00 _____ AM/PM to 4:00 _____ AM/PM

2nd Shift Schedule:

_____ AM/PM to _____ AM/PM

3rd Shift Schedule:

_____ AM/PM to _____ AM/PM

Pay Day:

Friday _____

End of Pay Period:

Thursday _____

Job-Site Telephone Number:

(209) 267-4030 _____

Job-Site Fax Number:

(209) 267-4202 _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: *Soracco, Inc.*

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: N/A

Boilermakers: N/A

Bricklayers: N/A

Attachment B

Carpenters: N/A

Cement Masons: Concrete work.

Electrical Workers (Inside Wiremen): N/A

Electrical Workers (Outside Line): N/A

Elevator Constructors: N/A

Glaziers: N/A

Insulators: N/A

Iron Workers (Structural): N/A

Attachment B

Iron Workers (Rebar): N/A

Laborers: Pipe removal and placement.

Millwrights: N/A

Operating Engineers: Heavy equipment operation.

Painters: N/A

Pile Drivers: N/A

Plumbers/Pipefitters: N/A

Plasterers: N/A

Attachment B

Roofers: N/A

Sheet Metal Workers: N/A

Teamsters: N/A

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

None.

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: Soracco, Inc.

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>Excavator</u>	<u>Operating Engineer</u>
2. <u>Backhoe</u>	<u>Operating Engineer</u>
3. <u>Skidsteer</u>	<u>Operating Engineer</u>
4. <u>Loader</u>	<u>Operating Engineer</u>
5. <u>Wireless Trench Compactor</u>	<u>Laborer</u>
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. <u>Anrak Corp</u>	<u>Asphalt Grind</u>
2. <u>APS Environmental</u>	<u>CCTV</u>
3. <u>Sierra Traffic Markings</u>	<u>Striping</u>
4. <u>Site Safe Traffic Safety</u>	<u>Traffic Control</u>
5. <u>West Coast Water & Trucking</u>	<u>Trucking</u>
6. <u>Cell-Crete</u>	<u>Pipe Abandonment</u>
7. <u></u>	<u></u>
8. <u></u>	<u></u>
9. <u></u>	<u></u>
10. <u></u>	<u></u>

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: May 28, 2025

Soracco, Inc.

Name of Contractor

Richard A. Soracco Jr.

(Name of Contractor Representative)

President

(Authorized Officer & Title)

1028603

CSLB # or Motor Carrier Permit

Addendum A

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Date: 5/29/25

Anrak Corporation
Name of Contractor

Patrick Anderson

(Name of Contractor Representative) **PATRICK C. ANDERSON**
Patrick Anderson **VICE PRESIDENT**

(Authorized Officer & Title)

266390
CSLB # or Motor Carrier Permit

Addendum A

**COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY
OF SACRAMENTO**

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Date: 05/29/2025

APS Environmental Inc

Name of Contractor

Steven Hunt

(Name of Contractor Representative)

Business Development Manager

(Authorized Officer & Title)

985553

CSLB # or Motor Carrier Permit



Addendum A

**COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY
OF SACRAMENTO**

AGREEMENT TO BE BOUND

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Date: 5-19-25

Cell-Crete Corp

Name of Contractor

Louis "LJ" Fisher, III

(Name of Contractor Representative)

Vice President

(Authorized Officer & Title)

243404

CSLB # or Motor Carrier Permit

Addendum A

**COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY
OF SACRAMENTO**

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Date: 5/29/2025

Sierra Traffic Markings, Inc

Name of Contractor

 Ron Johnson

(Name of Contractor Representative)

President / CEO

(Authorized Officer & Title)

755317

CSLB # or Motor Carrier Permit

Addendum A

**COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY
OF SACRAMENTO**

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Date: 5/29/25

Site Safe Traffic Safety & Signs

Name of Contractor

Chad Lodel

(Name of Contractor Representative)

Ashlee Lodel President

(Authorized Officer & Title)

999965

CSLB # or Motor Carrier Permit

**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.) Soracco, Inc.	
	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 checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ 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. 903 E. Lodi Ave. 6 City, state, and ZIP code Lodi, CA 95240 7 List account number(s) here (optional)	Requester's name and address (optional) City of Sacramento Department of Utilities 1395 35th Ave. Sacramento, CA 95822

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											
8	2			-	1	3	9	3	5	2	0

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 01/01/2025
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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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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

Soracco, Inc.

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

82-1393520

Address (apt./ste., room)

903 E. Lodi Ave.

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

Lodi

State

CA

ZIP code

95240

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 Richard A. Soracco Jr., President of Soracco, Inc.

Telephone (209) 267-4030

Payee's signature

Date 05/28/2025



SORAINC-01

BWOODS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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 License # 0B48084 Wraith, Scarlett & Randolph Insurance Services, Inc. 509 Bush Street Woodland, CA 95695		CONTACT NAME: PHONE (A/C, No, Ext): (530) 662-9181 FAX (A/C, No): (530) 662-6452 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Company	
		INSURER B: Transportation Insurance Company 20494	
		INSURER C: The Continental Insurance Company 35289	
		INSURER D: National Fire Insurance Company of Hartford 20478	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		7064200133	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BUA7064200147	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7064200116	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	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 type="checkbox"/>	N/A	WC764200150	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Regarding CSS Pipe Program R&R Block 6 - (PN:X14170115) (B25141323007)

City of Sacramento, its officials, employees and volunteers are additional insured on a primary and non-contributory basis on the referenced General Liability and Commercial Auto Insurance policies per forms attached. Waiver of subrogation applies to the referenced Workers Compensation Insurance policy, per form attached.

CERTIFICATE HOLDER

CANCELLATION

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

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

**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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VALLEY FORGE INSURANCE COMPANY

Insured Name: SORACCO INC

Policy No: 7064200133

Endorsement No: 6

Effective Date: 03/01/2025

**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
- a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: SORACCO INC

Policy No: 7064200133
Endorsement No: 6
Effective Date: 03/01/2025

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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VALLEY FORGE INSURANCE COMPANY

Insured Name: SORACCO INC

Policy No: 7064200133

Endorsement No: 6

Effective Date: 03/01/2025



**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**Contractors' General Liability Extension Endorsement**

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:





Contractors' General Liability Extension Endorsement

j. **Damage to Property****Property damage** to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

**Contractors' General Liability Extension Endorsement**

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4) and (6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



**Contractors' General Liability Extension Endorsement**

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

00020003370642001338410



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

0002000370642001339411





ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7064200147

Policy Effective Date: 03/01/2025

Policy Page: 79 of 160



Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: WC 7 64200150

Policy Effective Date: 03/01/2025

Policy Page: 37 of 51

City of
SACRAMENTO

Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **SORACCO INC**
Business Address **903 E LODI AVE**
Owner **SORACCO INC**
Type of Business **Contractors - General**
Tax Classification **Gross Receipts**
Expires **03/31/2026**
Mailing Address **SORACCO INC**
903 E LODI AVE
LODI, CA 95240-3126

1118181



CITY OF SACRAMENTO
DEPARTMENT OF FINANCE
MARK OF AUTHENTICATION

1118181

TOTAL PAID:
\$1,353.30

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

MUST BE POSTED IN CONSPICUOUS PLACE

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration. Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

**CITY OF SACRAMENTO
SPECIAL PROVISIONS**

**CSS PIPE PROGRAM R&R BLOCK 6
(CAPITOL MALL & POWERHOUSE ALLEY)
PROJECT NUMBER: X14170115**



April 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
CSS Pipe Program R&R Block 6
(Capitol Mall & Powerhouse Alley)
X14170115**

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**SPECIAL PROVISIONS
FOR
CSS Pipe Replacement Project Block 6
(Capitol Mall & Powerhouse Alley)
X14170115**

SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS

1.01 Location, Scope of Work

These Special Provisions cover in general, the replacement of nearly 1,415 linear feet of combined sewer pipe located in the following locations:

- A. Capitol Mall (Front Street and Neasham Circle)
- B. Powerhouse Alley (21st Street to 23rd Street)

Additional work includes replacing and reconnecting sewer services, remove and replace manholes and drain inlets, and other associated work. The Contractor shall provide all labor, materials, tools and equipment, and shall perform all work necessary to complete the subject project in place and make all required connections to the existing sewer system 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: Contractor Name and questions.

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 determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.07 Order of Work

The contractor shall be responsible to coordinate utilities relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor within five (5) working days thereafter.

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 use the City's Construction Management Integrated Software (CMIS) to prepare and submit for review the following shop drawings and submittals:

1. Construction schedule
2. Order of Work (including a pipe installation plan)
3. Record Drawings (monthly upon completion of work)
4. Water Quality Control Plan
5. Health and Safety Plan

6. Concrete mix design (manholes and paving)
7. Hot Mix Asphalt (HMA) mix design
8. Quality Control Plan for the Project (manholes, pipe, pipe bedding, backfill, concrete, aggregate base, paving, asphalt, etc.)
9. Traffic Control Plan (TCP)
10. Winterization/wet weather plan (If needed)
11. Proposed pipe material and fittings
12. Proposed casing pipe
13. Manhole materials
14. Pipe Bedding
15. Aggregate Base
16. Controlled Density Fill (CDF)
17. Clean Out Assembly
18. Temporary Diversion of Flows (if necessary)
19. Dewatering Plan (if necessary)
20. Public Notification Plan
21. Sheeting and Shoring Plan
22. Preconstruction Photos/Videos
23. CCTV inspection Videos
24. Trench Plates (including calculations for size and thickness)
25. Qualifications for welder responsible for constructing shoring system
26. Surface Restoration Plan (backyards, open spaces, streets).
27. Caltrans Contractor Authorization Form (TR-0429)

All submittals shall be reviewed and approved prior to starting work unless otherwise approved by the Engineer.

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 Traffic Control Plan and the Water Quality Control Plan at the construction site at all times.

1.09 Project Sign

Prior to beginning any onsite work, the contractor shall install a total of 2 project signs. The signs shall be supplied by the City and are approximately 30-inches by 54-inches. Location and height of sign installation shall be as directed by the Engineer. In general, the signs shall be installed a minimum of seven (7) feet and maximum of ten (10) feet above surrounding grade. If acceptable to the Engineer an existing signpost may be used, otherwise, the Contractor shall be required to install a new post. Each sign and post installed by the Contractor shall be removed at the end of the project and the sign returned to 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:

- a. Illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone.
- b. 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.
- c. 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. *PVC pipe manufactured by JM Pipe or PW Eagle Pipe will not be allowed.*

1.14 Control of Materials Testing

Comply with the provisions of Section – 1.14 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.
 - a. The Contractor shall cooperate with the Engineer or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
 - b. The Contractor shall notify Engineer three (3) working days prior to the expected time for operations requiring inspection and laboratory testing services.
 - c. 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.
 - a. When manufacturers' 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**

1. **GENERAL**

- a. 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.
- b. 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.
- c. 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.

2. COVID-19 EXPOSURE PREVENTION, PREPAREDNESS, AND RESPONSE PLAN

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:

<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:
<https://www.cdc.gov/covid/prevention/index.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:
 - 1. COVID-19 Employee and Visitor training and checklist before entering worksite.
 - 2. Employee distancing and strategies to maximize distancing when possible.
 - 3. Limitations on gathering size.
 - 4. Personal Protective Equipment (PPE) requirements.
 - 5. Identification of "choke points" and "high risk areas" such as hallways, hoists and elevators, break areas and vehicles.
 - 6. Staggering trades and modification of work schedules to reduce worker density to maximize distancing opportunities.
 - 7. COVID-19 employee good personal hygiene measures.
 - 8. Disinfection and cleaning requirements.
 - 9. Personal prevention actions requirements for all employees.
 - 10. Toolbox and Tailgate COVID-19 employee training.
 - 11. Recognition of COVID-19 Symptoms.
 - 12. Procedures for COVID-19 exposure and notification to others who were at the Site.
 - 13. Daily screening protocols for arriving workers and visitors to ensure potentially infected workers and visitors do not enter the Site.
 - 14. 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 \$200.01 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 other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate their work with that of others, including private developers and utility companies, to prevent delays.

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

Successful completion of the project will require a significant amount of public outreach to mitigate the potential negative impacts associated with working in a major urban transportation corridor. The Contractor shall complete all tasks as requested by the City to distribute information and provide a representative to participate in public or closed meetings associated with the City's effort to inform stakeholder's regarding the current or future activities associated with execution of the project.

1.21 Permits

- A. The Contractor shall obtain a permit from the division of occupational safety and health prior to any trenching excavation five feet or more in depth. A copy of this permit shall be available at the construction site at all times.
- B. The contractor shall coordinate and obtain Caltrans approval by submitting the Contractor Authorization Form (TR-0429) and a Traffic Control Plan (TCP) to Caltrans prior to construction at the Capitol Mall location. All information for Caltrans approval is located on <https://dot.ca.gov/programs/traffic-operations/ep>. Contractor is responsible for reviewing Appendix A.3 – Encroachment Permit.

Due to Caltrans Encroachment Permit conditions, the Contractor shall adhere to the following and in Appendix A.3 conditions:

- Schedule for an onsite pre-construction meeting with Caltrans representatives a minimum of two (2) weeks prior to start of work at Capitol Mall location.
- 30 days prior to pre-construction meeting, contractor to submit TCP and Contractor Authorization Form (TR-0429) for review and acceptance by Caltrans.
- Nightwork is not yet required. Depending on Caltrans' response to TCP, daytime work can be acceptable. Contractor to bid Capitol Mall location as daywork. In the event nightwork is required, the City will execute a change order to compensate the contractor for the difference.
- Excavations greater than 5' in depth will be required a shoring plan to be reviewed by Caltrans representative before any excavation within State's R/W.
- Any shoulder/lane closure request shall be submitted to Caltrans representative at least a week prior. All requests must be submitted by Monday before **NOON** to receive approval for the following week.
- Lane or shoulder closures are not authorized unless approved by Caltrans' Traffic Management Center (TMC). All closures and canceled closures must be called in to TMC dispatch at 916-859-7900 at the beginning and end of each scheduled closure. Failure to do so could result in denial of future closure requests.
- Contractor must keep a log of all closures called in to TMC (10-97 closure up, 10-98 closure down, and 10-22 canceled closure), and the name of the dispatch person at the TMC. A copy of the log must be provided via e-

mail to the Caltrans representative at the end of each week, no later than close of business on Friday.

Caltrans representative information as follows:

Tanzeel Anjum - Assistant Encroachment Permit Engineer (Field Ops)
District 03 - Traffic Operations Safety
703 B Street, Marysville, CA 95901
Tanzeel.Anjum@dot.ca.gov | (530) 755-7371

Zachary McGarity - Bridge Maintenance Supervisor
District 03
Zachary.McGarity@dot.ca.gov | (916) 869-0600

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

The Contractor shall become familiar with Chapter 12.20 of the City Code which contains minimum requirements and restrictions relating to construction activities within the City right of way and establishes administrative penalties for non-compliance of these requirements. The Contractor may be assessed the administrative penalty for each violation of any provision addressed by the ordinance, unless modified herein, and amounts can be deducted from the Contract. The ordinance includes the following general categories:

- Working hours for the City's "Primary Streets"
- Traffic control plan requirements
- Access to private property
- Maintenance of construction areas
- Maintenance of traffic, public safety and convenience
- Repair of traffic control systems
- Care of existing known facilities
- Protection of existing improvements
- Public notification
- Noise level

Copies of the ordinance are available from the City Clerk's Office, 915 I Street, Sacramento, CA. 95814, and at www.cityofsacramento.org.

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.

****END OF SECTION****

SECTION 2– PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS

2.01 Public Right-of-Way and Easements

All water, sewer & drainage pipe and appurtenances constructed as part of this project are to be placed within public street rights-of-way and easements. The Contractor shall confine his or her operations within the limits of existing street right-of-way or easements as much as practicable.

In the event the Contract requirements necessitate the Contractor to encroach onto adjoining private property the Contractor shall make all necessary arrangements with the owner of the property for such encroachment. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property described in the agreement.

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.

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for the accuracy thereof. For the most part, underground utility services are not shown on the Plans. Attention is directed to the provisions in Section 6-19 of the Standard Specifications.

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

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

The cost of relocating existing overhead and/or underground utilities not specified on the Plans to be relocated but are relocated or cut and reconnected at the Contractor's choice, shall be borne by the Contractor.

2.03 Coordination of Work

The Contractor shall cooperate and coordinate regularly with the residents and business owners along the alley ways and streets during construction and shall minimize impacts to the residents and business owners.

2.04 Maintaining Water, Sewer & Drainage Flows

The Contractor shall be responsible for maintaining water, sewer, and drainage flows including emergency repairs and temporary bypasses in accordance with Section 13-2 of the City Standard Specifications and these Special Provisions.

The Contractor shall be responsible for maintaining existing sewer flows until new sewer improvements are complete and functioning. The cut sewer services shall be replaced or repaired by 5:00 PM of the same day and shall be constructed per Standard Drawing S-260 & S-265.

The Contractor shall be responsible for maintaining existing drainage flow until the final completion of the project. This includes removal of ponded water from any temporary low points created during construction.

No additional compensation will be paid to the Contractor for maintenance of existing facilities. The cost of this work shall be included in the various contract items of work.

2.05 Temporary Diversion of Sewer, and Drainage Flows

Should it become necessary for the Contractor to temporarily divert, bypass, or impound flows carried by existing sewer or drainage systems through or around the construction operations within the limits of this project, the Contractor shall prepare a plan of such diversion, bypass, or impoundment and submit the plan to the Engineer for approval.

The plan shall be sufficiently detailed to illustrate the concept proposed. The plan shall also provide information on the quantity of flow to be conveyed by the diversion or bypass system or the volume to be impounded. The plan shall indicate the number, size and configuration of any channel, and the size and configuration of any impoundment basin to be used.

The plan for temporary diversion or bypassing of existing sewer or drainage flows shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work on any temporary system. The Contractor shall not begin work on temporary diversion, bypass, or impoundment system until an approved plan is on file with the Engineer.

No additional compensation will be paid to the Contractor for temporary diversion, bypassing, or impoundment of existing sewer or drainage flows. The cost of such work shall be included in the various contract items of work.

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

The Contractor shall notify property owners and/or tenants adjacent to the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, seven (7) days a week. See sample notification letters in Appendix A.1.

2.11 Maintenance of Traffic, Public Safety and Convenience

The Contractor's attention is directed to Sections 6-6 through 6-11, 7-4 and 16-3 of the Standard Specifications.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at their expense. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three (3) calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the Engineer.

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

The Contractor shall be required to establish traffic scheduling and control measures acceptable to the Engineer prior to starting any work. The Contractor shall submit to the Engineer for review and approval a plan showing proposed traffic control measures and/or detours for vehicles and pedestrians affected by the construction work. This plan shall be submitted a minimum of ten (10) working days prior to the scheduled commencement of any work by the Contractor. **The Contractor will not be allowed to begin work until an approved plan is on file with the Engineer.** In addition, the approved plan shall be kept on hand at the project site at all times while construction is in progress. **All advance warning and traffic delineation shall conform to the provisions of Section 6-10 of the Standard Specifications.**

The Contractor's traffic control plan shall include location of proposed work area, locations of areas where the public right of way will be closed or obstructed, any proposed phases of traffic control and time period of when traffic control will be in effect. The traffic control plan shall also include name and business address of Contractor and a statement that the Contractor will comply with City's noise ordinance.

The Contractor shall be solely and completely responsible for furnishing, installing, and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and pedestrian traffic during the performance of the work. The requirement shall apply continuously and shall not be limited to normal working hours.

The Contractor shall perform the following requirements included in the City ordinance Chapter 12.20, with this contract:

1. The Contractor shall not cause public rights-of-way, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Areas affected by the construction, must be cleaned to the satisfaction of the Engineer prior to re-opening to the public.
2. Trench plates shall not be utilized for more than three (3) calendar days in one location and temporary surfacing shall not be utilized for more than five (5) calendar days in one location without prior written approval of the Engineer.
3. The Contractor shall provide access to all existing driveways at all times except when excavation is in progress, when forms are in place, when concrete or asphalt is being placed or unless other arrangements are made with the property owner. The Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work. Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hours' notice in advance of the closure. Access for emergency vehicles shall be available on all streets within the construction area at all times.

4. Rear access to buildings and existing parking areas behind buildings shall be maintained. If arrangements have been made with property owners, the Contractor may close such access for a limited time. Contractor shall give property owners forty-eight (48) hours' notice in advance of the closure.
5. Provide for pedestrian traffic at all times except where closures are approved in advance by the Engineer.
6. At least one (1) lane of traffic shall be maintained at all times in the street. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner to cause as little inconvenience to the traveling public as possible. Skid - resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours for the entire project.
7. For the Powerhouse Alley Location, City working hours are defined to be between 7:00 am and 6:00 pm, Monday through Friday, excluding legal holidays unless otherwise defined in these Special Provisions.
8. For the Capitol Mall Location in the west bound direction, City working hours are defined to be between 8:30 am and 3:30 pm, Monday through Friday, excluding legal holidays unless otherwise defined in these Special Provisions.

For the Capitol Mall Location in the east bound direction, City working hours will be restricted and subject to approval by Caltrans. City working hours are defined from Monday through Friday, excluding legal holidays unless otherwise defined in these Special Provisions.

Although the City does not anticipate any restrictions, the Contractor shall be aware that traffic control and working hours may need to be adjusted due to sporting events at Sutter Health Park, located at 400 Ballpark Drive, for teams like the Athletic A's and Sacramento River Cats.

9. For work done before 7:00 A.M. or after 6:00 P.M., or during all daylight hours between 6:00 P.M. Friday to 7:00 A.M. Monday, the street or alley may be closed provided proper detours are provided and only if arrangements have been made with the property owners in advance and approved by the Engineer. A minimum of five (5) working days' notice shall be given to property owners in advance of closure.
10. At night and at other times when work is not in progress, the entire roadway and alley shall be open to the public for pedestrian and vehicular traffic.

All signs and street marking damage caused by or related to the construction of this project shall be replaced in kind by the Contractor. In the case of partial damage to lane stripes and traffic lettering the whole stripe or marking in its entirety shall be replaced.

Temporary markings and striping shall be installed within 72 hours (three working days) of damage.

Prior to commencing work and/or closing the street or alley, Contractor shall contact the following City Divisions and agencies:

1. Police Communication Center one (1) working day prior to closure by calling 916-808-5471, option 2 (City of Sacramento 311).
2. Fire Department Communications Center one (1) working day prior to closure by calling 916-228-3035 or fax at 228-3082.
3. City Traffic Engineering Services five (5) working days prior to closure by calling 916-808-5307, option 5.
4. City Solid Waste Division five (5) working days prior to closure by calling 916-808-4952 or fax at 808-4999. The Contractor shall also coordinate with the property owners all relocations of trash receptacles necessary to maintain garbage collection.
4. Street Parking five (5) working days prior to closure by calling 916-808-5579 or fax at 808-7501.
5. Regional Transit five (5) working days prior to closure by calling Lynn Cain at 321-5375 or fax at 557-4541.

At a minimum, the information faxed shall include:

Project name and number
Contractor's name and a 24-hour phone number
City of Sacramento's project manager's name
City Inspector Name and phone number
Limits of street closure, with street names
Duration of street closure

2.12 Removal of Street Parking

In locations where the Contractor's operations require removal of on-street parking, such removal shall be in accordance with Section 6-18 of the Standard Specifications.

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area.

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 SEWER CONSTRUCTION REQUIREMENTS

3.01 Utility Potholing

- A. Prior to construction, the Contractor shall contact Underground Service Alert (U.S.A.) to field locate and mark at the surface, existing utilities and utilities structures within the project area. Three (3) weeks prior to excavation for pipeline installation, the Contractor shall pothole and survey all utilities along the proposed pipeline alignment. Level 3 Communications shall be provided 72-hours' notice prior to potholing their facilities to schedule field personnel to be onsite to observe and advise during potholing operations. Existing potholed utility information shown on the Plans provide accurate information of the potholed utility at that specific pothole location only. The City makes no guarantee that the potholed underground utility remains at the same alignment and depth away from the pothole location.
- B. A representative from the City shall be onsite during the pothole operations. The Contractor shall submit pothole and survey information to the Engineer a minimum of 10 days prior to beginning construction.
- C. The following information shall be collected for each pothole: 1) brief description of location, stationing, and alignment (e.g. parallel or perpendicular to pipeline) 2) asphalt thickness, 3) size and type of utility, and 4) depth of utility infrastructure measured from finished grade to the top of utility. Where duct banks or concrete encased utilities are encountered, the top and bottom depths from finished grade shall be collected and included with the above information.
- D. Surface restoration within the proposed trench width shall be temporary paving per these Special Provisions and City Standard Specifications. If pothole excavation falls outside of proposed pipeline trench width, permanent paving shall be performed per the Pavement Cutting and Surface Restoration section of these Special Provisions.

3.02 Sheeting, Shoring, and Bracing

- A. Shoring refers to providing all components of the excavation support system, including, but not limited to, bracing, steel soldier piles or sheet piles, struts, or any other support including internal bracing, where applicable. Contractor shall use other methods of support only when approved by the Engineer. Shoring shall be designed, provided, maintained, and where applicable, removed by the Contractor, in accordance with these Special Provisions and the Construction Documents.
- B. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the contract involves the excavation of any trench or trenches 5 feet or more in depth, including temporary construction pits and manhole excavations, the Contractor shall submit to the Engineer a detailed plan

showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

If such plans vary from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor. Shoring system plans for excavations in excess of 5 feet or more in depth, shall be prepared and signed by a civil or structural engineer, registered in California and employed by the Contractor. All costs therefore shall be included in the bid price named in the contract for completion of the work as set forth in the contract documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the City, Engineer, Design Consultant, or any of their officers, agents, representatives, or employees.

- C. The sheeting, shoring, and bracing system shall be designed to assure worker safety and optimal conditions for pipe installation, and to minimize damage to adjacent pavement, structures, fences, walls, pipelines, and utilities. Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.
- D. The sheeting, shoring, and bracing system shall be designed and constructed to meet all of the following minimum requirements:
 - 1. Protect personnel that enter excavations.
 - 2. Comply with all governing regulations pertaining to excavation safety (e.g., the most current edition of Cal/OSHA Construction Safety Orders, Article 6).
 - 3. Be compatible with the surface and subsurface soil and groundwater conditions encountered in project borings, reference borings, reference CPTs and/or mapped along the project alignment, and resist lateral earth pressures, and hydrostatic pressures in and where applicable.
 - 4. Protect adjacent existing utilities, pipelines, pavements, structures, fences, and walls.
 - 5. Excavation and installation of shoring shall occur in a manner and sequence that does not damage existing utilities, pipelines, pavements, structures, fences, and walls including through settlement, heave, or vibrations.
 - 6. Prevent raveling, running, flowing, caving, sloughing, or lateral movement of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement, even when subjected to construction vibrations.

7. Allow for removal or abandonment of shoring in a manner and sequence that:
1) is in step with the backfilling sequence (i.e., shoring should not be removed ahead of backfilling); 2) does not cause disturbance (i.e., loosening) of pipe bedding and pipe embedment material; and 3) does not damage existing pipelines or structures, pavements, utilities, fences, and walls including through settlement, heave, or vibrations (contractor to address removal/abandonment concerns specific to the type of shoring proposed in the shoring submittal). Any void space created by shoring removal should be completely filled with CLSM or approved equivalent.
 8. Resist lateral earth pressures including those from hydrostatic pressures and lateral loads from vehicular, construction equipment (and spoils, and nearby existing structures, even when subject to construction vibrations).
 9. Provide stable excavation walls and bottom (e.g., prevent bottom heave and/or piping/boiling).
- E. The Contractor shall design and construct the shoring system in accordance with all applicable codes, and in accordance with the specific requirements described herein. The Contractor shall at all times furnish, install, and maintain sufficient shoring and bracing in trenches and pits to ensure safety of the workmen and to protect and facilitate the work.
- F. The Contractor shall:
1. Design each member or support element to support the maximum loads that can occur during construction with appropriate safety factors. A temporary shoring system shall be designed to provide a minimum factor of safety of 2.0 against sliding and 1.5 against bottom heave.
 2. Design the support system to prevent raveling, running, and flowing of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement or existing trench material at utility crossings.
 3. Design the support system to retain non-cohesive granular soils subject to raveling, flowing, and/or running upon vibration from construction equipment including compaction of backfill.
 4. Design excavation support systems in accordance with all CAL/OSHA, and OSHA, requirements.
 5. Design the support system to support the loads for the full vertical depth of the trench included up to 2 feet of over excavation.
 6. Obtain all appropriate permits and obtain all necessary written approvals of the proposed shoring system/designs from CAL-OSHA prior to submitting to the Engineer for review and approval.

- G. Contractor shall take into consideration all surcharge loadings. Surcharge loadings can be due to such things as material or soil stockpiles, sloping ground adjacent to shoring, and adjacent building foundations, Contractor shall assure that his assumed conditions and loadings are not exceeded in the field during construction. The Contractor shall design shoring to withstand any construction loading. The design of shoring shall conform to accepted engineering practice in this field. The Owner's approval of the Contractor's plans and methods of construction does not relieve the Contractor of his responsibility for the adequacy of this support.
- H. The Contractor shall be solely responsible for, and bear the sole burden of cost for, any and all damages resulting from improper shoring or failure to shore. The safety of workmen, the protection of adjacent structures, property and utilities, and the installation of adequate supports for all excavations shall be the sole responsibility of the Contractor.
- I. The design, planning, installation, (and removal, if required) of all shoring shall be accomplished in such a manner as to maintain stability of the required excavation and to prevent movement of soil and rock that may cause damage to adjacent shoring systems, structures and utilities, damage or delay the work, or endanger life and health.
- J. Contractor shall submit plans for shoring to the Engineer for review at least 30 days prior to commencement of work. No excavations shall be started until the Engineer has received the Contractor's shoring design. The shoring and bracing system plans shall allow the Engineer to review the overall completeness and effectiveness of the proposed system. Receipt of the shoring and bracing plans by the Engineer in no way relieves the Contractor of complete responsibility for providing effective and safe shoring and bracing of the construction area and/or pipeline under construction. Shoring and bracing submittals shall demonstrate coordination with the dewatering method and submittal.
- K. Sheeting and shoring plan submittal shall include the following:
1. Design assumptions, analyses, calculations, and information on Contractor's proposed method of installation (and removal, if required) of all shoring. The design and calculations shall be performed by, sealed and signed by a professional civil or structural engineer registered in the State of California and experienced in the design of earth retaining structures.
 2. The maximum design load to be carried by the various members of the support system.
 3. Detailed excavation support drawings, showing all pertinent dimensions, spacings, and relationships among the components of the shoring, as well as construction sequence and scheduling.
 4. The method of bracing.

5. The full excavation depth and depth(s) below the main excavation to which the support system will be installed.
 6. Detailed sequence of construction and bracing removal.
 7. Detailed drawings and descriptions of the method to be used by the Contractor to monitor shoring and adjacent ground/structure movements.
 8. Demonstrate coordination with interior (sump pumps) and exterior (dewatering wells) dewatering methods and dewatering submittal.
 9. Calculations demonstrating that shoring has been designed for hydrostatic pressures if external dewatering wells are not planned to fully draw down the groundwater level behind the shoring to below the excavation bottom.
- L. Contractor shall submit proof of experience and qualifications required as follows: work shall be performed by an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field) for at least 5 years, which is regularly engaged in, and which maintains a regular force of workmen skilled in design, installation and maintenance of shoring.
- M. All welding shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the type of materials to be used. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local approved testing agency not more than six months prior to commencing work; unless having been continuously employed in similar welding jobs since last certification. Machines and electrodes similar to those used in the work shall be used in qualification tests. The Contractor shall furnish all material and bear the expense of qualifying welders.
- N. Prior to installation of sheeting/shoring system, Contractor shall perform the following:
1. Verify Surface Conditions and utility locations. Protect utilities and improvements, as called for in the Contract Documents, or required by the Utility Company(s).
 2. Verify field measurements indicated on Drawings.
 3. Verify layout of work before beginning installation.
 4. Examine the available boring data before beginning design and installation of the shoring system.
- O. Contractor shall protect, or repair utilities damaged by operations and shall protect adjacent structures and property from damage and disfiguration. Contractor shall also provide any necessary groundwater control and/or drainage in accordance with these Special Provisions and the City Standards and Specifications.

- P. The methods of constructing the temporary shoring are at the option of the Contractor and subject to review and approval by the Engineer. Excavations shall be made to the lines, grade, and dimensions shown on the Contractor's Shop Drawings. If the excavation is found to be deviating from the true lines and grade, the Contractor shall immediately make the necessary changes in operation to bring the operation back to the correct position. Any excess deviation beyond that specified herein shall be remedied by the Contractor at their own expense.
- Q. All materials encountered shall be regarded as unclassified and shall be excavated, regardless of the nature thereof, and all excavated material must be removed and disposed of. Excavation shall be done in such manner as to provide adequate support at all times to adjacent conduits, structures, or roads and so as to offer no hazard to train, truck or automobile operations. Bracing and shoring shall be substantial and safe, and all work shall be done in full conformity and subject to the inspection of all affected parties. If and when required and to the degree necessary, the Contractor shall provide additional support as may be necessary at no additional cost.
- R. Every precaution shall be taken to prevent the entry of water, mud and foreign matter into the excavation at all times. It is the intention of these Special Provisions that all construction work described herein shall be carried out under dry conditions. The Contractor shall promptly and continuously control water inflow and dispose of all water from any source that may accumulate in the excavation. This shall include all necessary pumping, bailing, draining and sedimentation prior to discharge.
- S. Any and all excess excavation or over-excavation performed by the Contractor for any purpose or reason, except as may be ordered in writing by the Engineer, shall be at the expense of the Contractor. Any damage done to the work by the Contractor's operations shall be repaired by and at the expense of the Contractor and in a manner approved by the Engineer. Excavate only as much as can safely stand unsupported prior to installing shoring, but in no case more than 4 feet shall be left unsupported at any time. Install lagging immediately after excavation.

3.03 Trench Excavation and Backfill

Trench excavation and backfill in all streets shall meet the applicable requirements of Sections 10, 14 and 26 of the Standard Specifications and these Special Provisions. If specified in these Special Provisions, pipe shall be backfilled using Controlled Density Fill (CDF), in accordance with Section 10-16 of the Standard Specifications, and as directed by the Engineer. Slurry cement backfill will not be allowed.

3.04 Unsuitable Material

During excavation whenever the bottom of the trench is exposed and if unsuitable material is encountered, the Contractor shall notify the Engineer for concurrence that the material is unsuitable. If the Engineer does not approve that the material is unsuitable prior to any additional excavation and backfill at this location, the Contractor will be responsible for the cost of excavation and backfill.

The foundation shall be treated in accordance with Section 26 of the Standard Specifications. Unsuitable material is generally defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at or near optimum moisture content: or
2. Too wet to be properly compacted and circumstances prevent processing or in place drying prior to incorporation into the work.
3. Containing visible or excessive deleterious material.
4. Otherwise unsuitable for planned use.

Trench backfill shall consist of Class 2 Aggregate Base (AB) or job excavated, native soil meeting the requirements of Section 26-5 of the Standard Specifications. The use of the job excavated, native soil shall be at the Contractors risk. No additional compensation will be paid to the Contractor for hauling, stockpiling, drying, wetting or any processing of the native soil or AB required to achieve the minimum stability and relative compaction criteria.

Excavated unsuitable material shall be the property of the Contractor and shall be disposed of away from the project site. For offsite disposal, the Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

3.05 Pavement Cutting and Surface Restoration

Pavement cutting and surface restoration shall conform to the applicable provisions of Section 26-11 of the Standard Specifications and these Special Provisions. The Contractor shall restore surfaces in kind (using the same surface material as existing) unless otherwise noted on the Plans or within these Special Provisions. Payment for restoring the surface in kind within any excavation shall be included in the associated item of work unless otherwise stated in these Special Provisions.

If trench crosses sidewalk, curb, and gutter, Contractor shall replace entire sidewalk panel to nearest control or expansion joint on both sides of trench wall. Extent of curb and gutter replacement shall coincide with sidewalk panel being replaced. Pavement cutting shall be perpendicular and parallel to the centerline of the road when practicable.

3.06 Temporary Paving

Temporary paving shall be in accordance with Section 14-4 of the Standard Specifications.

3.07 Dewatering

- A. Contractor shall be responsible for controlling groundwater encountered during construction per Sections 26-2 and 16-1 of the Standard Specifications, and these Special Provisions.
- B. Groundwater shall be collected in temporary storage tanks for settling, filtration, and testing prior to discharge. The Contractor shall develop an excavation dewatering plan as specified herein and submit it to the City for review and approval.
- C. The Contractor shall assume sole responsibility for:
 - 1. Planning, design, installation and operation of temporary groundwater dewatering systems and temporary surface water control systems. Water control systems designed and installed by the Contractor shall adequately protect existing property, foundations, and permanent structures.
 - 2. Loss or damage resulting from partial or complete failure of operation of dewatering systems.
 - 3. Repairing damage to adjacent properties, buildings, structures, utilities, and other work due to installation, settlement or resultant damage caused by the groundwater control operations.
 - 4. Determining means and methods for disposing of water removed by dewatering systems. The Contractor shall abide by all discharge requirements as determined by Sacramento County Regional Sanitation District and/or the Regional Water Quality Control Board. If permit requirements specify water quality requirements that must be met before water can be disposed, provide the necessary treatment facilities to achieve the specified water quality limits. Contractor shall not dewater to sewer or storm drain system without an approved permit. The Contractor shall provide the necessary conveyance facilities to meet the required discharge volume within the permit requirements.
 - 5. Modifying groundwater control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas.
- D. Groundwater control systems may include single-stage or multiple-stage well point systems, sump pumps within excavations, shallow or deep wells, or combinations of these types of dewatering systems. Locate groundwater control and drainage systems so as not to interfere with utilities, construction operations, vehicular traffic, pedestrian traffic, adjacent properties, or adjacent water wells. Modify dewatering procedures which cause, or threaten to cause, damage to new or existing facilities, so as to prevent further damage. Install settlement gauges, as necessary, to monitor settlement of critical structures or facilities adjacent to areas of dewatering. Control the rate of dewatering to avoid all objectionable settlement and subsidence. Remove or abandon dewatering system when it is no longer

needed in accordance with regulatory stipulations indicated in this Section.

- E. If dewatering is required, Contractor shall design dewatering systems of sufficient scope, size, and capacity to accomplish the following results:
1. Control the flow of surface water into trench and structure excavations by grading, dikes, or other means.
 2. Unless otherwise approved by the Engineer, lower groundwater levels a minimum of 24-inches below trench excavation and minimize infiltration of groundwater into trench and structure excavations.
 3. Lower and maintain groundwater to a level of at least 24-inches below the lowest point of structure excavations.
 4. Lower groundwater levels further when necessary to obtain the specified degree of compaction. Develop substantially dry and stable subgrade for subsequent earthwork compaction and construction operations.
 5. Prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation soils. Maintain stability of sides and bottoms of excavations.
- F. Contractor shall maintain dewatering operations to control and minimize erosion, to create stable sides and bottoms of excavations, to stabilize constructed slopes and to prevent settlement and damage to structures and utilities. Dewatering systems utilized shall collect and dispose of removed water. Water removed by dewatering systems cannot be discharged into the storm water collection system which consists of pipes, catch basins, manholes and roadside drainage ditches, and channels. Contractor shall comply with requirements of agencies having jurisdiction and with all laws and regulations for development, drilling, and abandonment of wells used in dewatering systems.
- G. A minimum of three (3) weeks prior to beginning work requiring dewatering operations, the Contractor shall submit a groundwater control plan that will:
1. Illustrate the arrangement, locations, and details of the dewatering system, including wells and well points; dewatering pumps and piezometers; locations of headers, treatment systems and discharge lines; standby equipment and power supply; silt removal, pollution control and treatment facilities; and the means of conveyance, discharge and disposal of water.
 2. Include a narrative report outlining the dewatering procedures and controls.
 3. Include completed applications from all applicable regulatory agencies with authority to oversee the discharges to the CSSS or separated drainage system. Permits shall be approved before discharge is allowed.
- H. After approval of the Contractor's groundwater control plan submittal and within two weeks of starting excavation activities, the Contractor shall install and run the dewatering system to achieve the required draw down level below the bottom of the excavation. Contractor shall verify the groundwater depth prior to starting excavation and provide confirmation to the Engineer that the groundwater level is at the level required below the bottom of excavation. Upon verification of the

groundwater to the specified limits, the excavation work may proceed as directed by the Engineer. The Contractor shall provide additional measures for draw down of groundwater if the required level is not met within the two (2) week dewatering draw down period. Dewatering systems shall maintain the required groundwater levels throughout the prosecution of the Work until the time that final backfill has been placed to a point higher than the static groundwater level.

- I. Contractor shall maintain sufficient standby equipment, staff, and materials available at the site to ensure continuous operation, where required.
- J. Perform dewatering in accordance with approved Shop Drawings. Keep the Engineer advised of any changes made to accommodate field conditions and, on completion of the dewatering system installation, revise and resubmit Shop Drawings as necessary to indicate the installed configuration.
- K. Organize dewatering operations to lower the groundwater level in excavations as required for prosecution of the Work, and to provide a stable, dry subgrade for the prosecution of construction operations. Maintain water level at lower elevations so that no danger to structures can occur because of buildup of excessive hydrostatic pressure and provide for maintaining the water level below the subgrade, unless otherwise permitted by the Engineer. Maintain groundwater level a minimum of five feet below the prevailing level of backfill being placed.
- L. Dispose of water in such a manner as to cause no injury or nuisance to public or private property or be a menace to the public health. Dispose of the water in accordance with applicable regulatory agency requirements.
- M. If dewatering of open-cut pipe trenches is required, do not drain trench water through the pipeline under construction.
- N. Maintain continuous dewatering operations so that the excavated areas are kept free from water during construction, while concrete is setting and achieves full strength, and until backfill has been placed to a sufficient height to anchor the work against possible flotation.
- O. Prevent disposal of sediment to adjacent lands or waterways by employing necessary methods, including settling basins. Locate settling basins away from watercourses to prevent silt-bearing water from reaching the watercourse.
- P. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps, or other means. This requirement extends to temporary works required to protect adjoining properties from surface drainage caused by construction operations.
- Q. Implement the appropriate level of surface water control to protect water quality throughout the construction period.

- R. Provide labor, material, equipment, techniques, and methods to lower, control and handle groundwater in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property. Intercept water flowing into excavations and divert it to sumps or ditches to allow pumping of collected water out of the excavation. Provide settling basins, geotextile containment devices or other sediment removal and water treatment devices for water quality control and compliance with regulatory and permit requirements. Install geotextile containment devices in accordance with the manufacturer's instructions and requirements. Operate and maintain groundwater control systems in accordance with the Groundwater Control Plan. Notify Construction Manager in writing of any changes made to accommodate field conditions and changes to the Work. Provide for continuous system operation, including nights, weekends, and holidays. When deemed appropriate, provide backup power source for electrical service. Monitor operations to verify that the system lowers groundwater levels at a rate required to maintain a dry excavation resulting in a stable subgrade for prosecution of subsequent operations. Remove all groundwater control systems upon completion of construction or when dewatering and control of surface or groundwater is no longer required. Remove and grout piezometers when groundwater control operations are complete.

3.08 Open Trench Combined Sewer Pipe

- A. Where shown on the Plans, PVC combination sewer pipe and fittings shall be provided and placed in accordance with the Plans, manufacturers recommendations, and as directed by the Engineer, and shall conform to Sections 10 and 26 of the Standard Specifications. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions.
- B. Only one type of pipe shall be used between manholes. Prior to the start of work, the Contractor shall submit a plan showing types of pipe and locations to the Engineer. Any deviation in the plan thereafter shall not be allowed unless approved in advance by the Engineer.
- C. Combined sewer pipe connections to manholes shall be included in this item unless otherwise indicated in these Special Provisions. In addition, Contractor shall connect existing ABS sewer services to new sewer pipe in accordance with these Special Provisions and include this work in the cost of this item.
- D. The Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 18 inches to 24 inches from the wall of the manhole.
- E. Existing pipe shall be removed at such places as shown on the Plans or as designated by the Engineer in accordance with Section 13 of the Standard Specifications and these Special Provisions. All removed pipes or portions

thereof shall be disposed of by the Contractor. Payment for removal and disposal of existing pipe shall be included in these items.

- F. Unless otherwise approved, all pipes shall have bell and spigot joints with elastomeric gaskets providing a watertight seal. Tests for leakage will be required per Section 26-10 of the Standard Specifications.
- G. For all flexible pipe and fittings, the minimum pipe stiffness at 5% deflection shall be 46 PSI according to ASTM test D2412. Flexible pipe joints shall be in accordance with ASTM D3212. All flexible conduits shall be tested with a mandrel 5% smaller than the average inside diameter of the pipe placed no sooner than 96 hours after placement of the backfill. Mandrel tests may be performed by the City after a six (6) month period of time at which time a maximum deflection of 7-1/2% from the base I.D. will be allowed. The mandrel used shall be the PHOS PVC Sewer Pipe Deflection Gauge or other deflection gauge approved by the Engineer.

After mandrel testing and in order to ensure proper placement, all sewer pipes placed shall be CCTV inspected by the Contractor utilizing a robotic CCTV camera device as specified elsewhere in these Special Provisions.

- H. Where shown on the Plans, combined sewer pipe shall conform to the following specifications:

- 1. Poly Vinyl Chloride (PVC) Pipe

- PVC gravity sewer pipe and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

- PVC gravity sewer pipe shall be SDR 26 where shown on the Plans and as directed by the Engineer.

- PVC gravity sewer pipe and fittings shall conform to ASTM D3034 and ASTM F679 and shall be PS 115 with Elastomeric - Gasket joints providing a watertight seal.

- PVC pipe manufactured by JM Pipe or PW Eagle Pipe will not be allowed.

- I. Surface restoration shall be in accordance with the section of the General Requirements entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road.

3.09 Sewer Service Connections

Lateral sewer services shall be replaced as indicated on the Plans and shall be

constructed to the requirements of Sections 10, 26, and 38 of the Standard Specifications. All substandard sewer services shall be replaced in accordance with the same requirements. Unless otherwise directed, substandard sewer services are existing live services that are not solid wall HDPE or ABS pipe. The new sewer service shall match existing in size. All sewer services shall be acrylonitrile-butadiene-styrene (ABS) and constructed as shown on the ABS Sewer Service Detail S-260 in the City's Standard Details. Cleanouts shall be placed as shown on the Typical Sewer Service Cleanout Locations Detail S-265 in the City's Standard Details. For main sizes twelve inches (12") and under, all service connections shall be "wye" fittings. Service connections for pipe sizes fifteen inches (15") or greater shall be installed with "Tee" fittings. Under no circumstances shall grouted connections be acceptable.

The number and location of lateral sewer services shown on the Plans are based on CCTV inspection. The inspection identified openings in the sewer main that may or may not consist of live sewer services. Only live services shall be replaced. The Engineer shall differentiate between the active and abandoned service connections after they are exposed by the Contractor. All abandoned service connections shall be plugged and sealed as covered elsewhere in these Special Provisions.

New services shall be installed perpendicular to the main. The layout of services shown on the Plans is diagrammatic only. Final layout of new services and cleanouts will be determined by the Engineer as follows: After exposure of service connection at main by Contractor, Engineer will trace layout of existing service line and proposed location of cleanout. The Contractor will coordinate this work with the Engineer a minimum of two (2) working days in advance of placing new services.

The operations of the Contractor shall not result in any interruption of sewer service to any building being served by the sewer main. The replacement of the sewer service shall be accomplished within the same day that work is started. The Contractor shall provide, at no extra cost to the City, whatever equipment, materials, labor and services are necessary to ensure that the sewer service is maintained consistent with this requirement including, if necessary, the installation of temporary lines, temporary pumping equipment, and night-time or other overtime work as may be required.

When connecting a service to an existing manhole, the service shall be installed above the base of the manhole such that no alteration of the manhole base is required, unless otherwise approved by the Engineer. If the service enters a manhole near the invert of the MH flow channel, the service shall be channelized in the MH bench with vitrified clay pipe, shaped to provide a smooth transition into the main flow channel. If the service enters a manhole more than 1.5 feet above the spring-line of the pipe forming the manhole channel, an inside drop connection shall be constructed from the incoming service to one (1) foot above the spring-line of the pipe forming the channel.

3.10 Closed Circuit Television Inspection of Pipes

All newly-constructed pipes shall be inspected by the Contractor utilizing a remote closed circuit in-line television (CCTV) camera. The CCTV inspections shall be conducted after

all utilities have been installed and backfill compaction has been completed, but prior to final paving.

Contractor shall also clean pipe as necessary to remove standing water and to remove solids, debris, grease or grit from the entire circumference of the pipe between manholes or access points within the project limits.

The Contractor shall notify the Engineer two (2) working days in advance of the anticipated date of the CCTV inspection so that the Engineer may observe the flow control, cleaning and CCTV inspection operations. It shall be the Contractor's responsibility to coordinate the CCTV inspection with the Engineer.

Perform all CCTV inspection in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). CCTV inspections shall be conducted entirely in digital format and shall be recorded in MPG or AVI format written to flash drive and shall be compatible with the GraniteNet 3.5.2 and NASSCO 7 (City's current version). All CCTV inspection reports shall be within +/- 2 (two) feet of the measured linear footage along the existing pipe centerline from the center of manhole to the center of manhole or access point.

The documentation of the work shall consist of PACP CCTV Reports and the unmodified PACP database. **The database shall contain PACP scoring for each inspection observation or defect.** The documentation shall note important features encountered during the inspection. The speed of travel shall be slow enough to detect reverse slope or low spots in pipe grades and to inspect and identify each pipe joint, service connection, etc., but should not, at any time, be faster than 30 feet per minute. The CCTV camera shall be centered in the pipe to provide accurate distance measurements to provide exact locations of important features in the pipe and these footage measurements shall be displayed and documented on the video. CCTV and documentation of work shall be submitted through the City construction management website. City is permitted 10 days to review the CCTV Inspection Video after submission.

Along with the video submission, the Contractor shall submit the CCTV Inspection Form in Appendix A.2.

Every section of the pipe (manhole to manhole or access point) shall be identified on the video display and shall include the following: project name, street name, City manhole numbers, inspector's name, pipe diameter and length, and date of inspection. In addition to inspecting the pipe, all manholes shall be panned with the CCTV camera.

Work not following these Special Provisions may be rejected for payment and the Contractor may be required to re-do the work.

3.11 Manhole Construction

All Manholes shall be precast structures constructed as shown on the Plans or as directed by the Engineer in conformance with Section 25 and Section 38 of the Standard

Specifications.

Manhole bench shall slope upwards from the spring-line of the pipe to the projected level of the crown of the pipe at the manhole wall or twelve (12) inches above the spring-line, whichever is less. All holes, cracks, and seams shall be grouted flush using non-shrink grout with the manhole interior. Non-shrink grout shall be "Metallic Grouting Compound" by Burke, "Embecco" by Master Builders, "Ferrolith-G" by SonnebornDesoto, or approved equal. All internal surfaces shall have a smooth finish, including grouting all annular space from pipe connections into manholes.

External joint of each barrel section and of the barrel/cone connection shall be sealed with an external rubber sealing sleeve as manufactured by Infi-Shield Inc. or equal. The seal shall be made of neoprene and EPDM rubber and have a minimum thickness of 60 mils. Material shall conform to specifications of ASTM C923, ASTM C443, and ASTM F477. Rubber seal shall be attached to manhole using non hardening butyl rubber mastic applied to the top and bottom of sleeve in accordance with manufacturer's instructions. Seal shall overlap joint a minimum of 3-inches and shall be continuous around the perimeter of the barrel section and overlapped 6-inches minimum.

3.12 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.

The Contractor shall, at their own cost, repair or replace all existing improvements and street pavements which are not designated for removal (e.g., street sections, curbs, gutters, driveways, fences, walls, structures, underground structures, landscaping, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimensions.

Prior to initiating work in the public right of way and in the easements, the Contractor shall make an audio/video recording of the affected areas showing all existing improvements, and their conditions. The recordings shall be turned over to the Engineer through the City construction management website and shall serve as historical documentation of the preconstruction conditions.

Damages within the public and/or private right of way including street pavement will be restored to the satisfaction of the Engineer after work on that particular pipe segment is completed.

Any damages to the private properties will be restored to the satisfaction of the property owner/engineer within seven (7) days of the damage(s), and prior to mobilizing pipe installation and rehabilitation in another project area. Non-conformance and delays by the contractor in restoration on private property can cause and generates highly publicized complaints from the property owners.

The engineer will have the authority to stop or curtail pipe construction/rehabilitation work in another location or vicinity of the project in order to complete the required restoration work.

3.13 Tree Preservation Requirements

If necessary, the trees within the project area shall be protected by the following means:

1. The contractor shall hire an International Society of Arboriculture (ISA) certified arborist to do any required pruning for equipment clearance. The contractor shall hire an ISA certified arborist for a root inspection(s) for trenching activities within the dripline(s) of the trees. Payment shall be included in other items.
2. If during excavation for the project, tree roots greater than two inches in diameter are encountered, work shall stop immediately until the project arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental irrigation/fertilization and pruning as a result of the root cutting. The project sponsor will be responsible for any costs incurred. Depending upon the amount of roots encountered and the time of year, wet burlap may be required along the sides of the trench.
3. The contractor shall be held liable for any damage to existing trees, i.e. trunk wounds, broken limbs, pouring of any deleterious materials, or concrete washout under the dripline of the trees. Damages will be assessed using the A Guide to Plant Appraisal eighth edition, published by the International Society of Arboriculture. An appraisal report shall be submitted for review by the City Arborist.
4. Tree protection methods noted above shall be identified on all construction plans for the project.

3.14 Archaeological Resources Discovery

Discovery of cultural resources. In the event that any prehistoric subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during construction-related earth-moving activities, all work within 150 feet of the resources shall be halted, and the Contractor and City shall consult with a qualified archaeologist who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61) to assess the significance of the find. Archaeological test excavations shall be conducted by a qualified archaeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archaeologist, representatives of the City and the qualified archaeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and

professional museum curation. In addition, a report shall be prepared by the qualified archaeologist according to current professional standards. Work shall be re-started only upon a notice to proceed from the City's Project Manager.

Discovery of Native American site. If a Native American site is discovered during project construction, the Contractor shall give immediate notice to the City's Project Manager, and the evaluation process shall include consultation with the appropriate Native American representatives. If Native American archaeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by qualified archaeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.

In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out by qualified historical archaeologists.

Discovery of human remains. If a human bone or bone of unknown origin is found during construction, the Contractor shall give immediate notice to the City's Project Manager, all work shall stop in the vicinity of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the City's Project Manager and Contractor to develop a program for re-interment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.

3.15 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.

Mobilization also includes public notification. 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 Traffic Control

All traffic control work shall be performed in accordance with City of Sacramento Ordinance No. 2002-004, Section 7, "Prosecution and Progress" of the Standard Specifications, Sections 2.11 and 2.12 of these Special Provisions, and as directed by the Engineer. These activities include but are not limited to preparation of traffic control plans, furnishing, installing, and removing traffic control devices, including signs, Portable Changeable Message Signs (CMS), covers, lights, flares, cones, barricades, water-filled barriers, temporary striping, channelizing devices, flagmen, and other items necessary for the safety, sole convenience, and direction of public traffic through and

around the work area.

Payment for traffic control shall be at the contract lump sum (LS) price for traffic control and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work necessary to complete this item

Item No. 3 Preconstruction Photographs & Videos

This item shall conform to Section 11 of the Standard Specifications. Contractor shall provide video recordings in addition to the required photographs.

Payment for preconstruction photographs and videos 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. 4 Utility Potholing

Prior to construction, the Contractor shall contact Underground Service Alert (U.S.A.) to field locate and mark at the surface, existing utilities within the project area. Three (3) weeks prior to excavation for pipeline installation, the Contractor shall pothole and survey all utilities along the full pipeline alignment as directed by the Engineer. Existing potholed utility information shown on the plans is provided for reference and information of the potholed utility at that location only. During construction, the City makes no guarantee that the potholed underground utility remains at the same alignment and depth at or away from the pothole location.

A City Inspector from the City shall be onsite during the pothole operations. All Utility Potholing shall be coordinated with a City Inspector. The Contractor shall submit pothole and survey information to the Engineer a minimum of 10 working days prior to beginning construction.

The following information shall be collected for each pothole: 1) brief description of location, stationing, and alignment (e.g. parallel or perpendicular to pipeline) 2) asphalt thickness, 3) size and type of utility, and 4) depth of utility infrastructure measured from finished grade to the top of utility. Where duct banks or concrete encased utilities are encountered, the top and bottom depths from finished grade shall be collected and included with the above information.

Surface restoration within the proposed trench width shall be temporary paving per these Special Provisions and City Standard Specifications. If pothole excavation falls outside of proposed pipeline trench width, permanent paving shall be performed per the Pavement Cutting and Surface Restoration section of these Special Provisions.

Payment shall be at the contract lump sum (LS) price basis for all utility potholes and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all work necessary to complete this item in place including pavement cutting and removal, excavation, backfilling, and repaving or other surface

restoration as specified in the Plans, these Special Provisions and as directed by the Engineer.

- Item No. 5 8-inch Pipe to Remove, 8-inch Combined Sewer Pipe to Place**
- Item No. 6 8-inch Pipe to Remove, 10-inch Combined Sewer Pipe to Place**
- Item No. 7 10-inch Combined Sewer Pipe to Place**
- Item No. 8 12-inch Combined Sewer Pipe to Place**
- Item No. 9 16-inch Pipe to Remove, 18-inch Combined Sewer Pipe to Place**

Where shown on the Plans, PVC sewer pipe and fittings shall be provided and placed in accordance with the Plans, manufacturers recommendations, and as directed by the Engineer, and shall conform to Sections 10 and 26 of the Standard Specifications and Section 3.08 of these Special Provisions. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions.

This bid item shall cover existing ASB sewer services that can be reinstated within the proposed trench without significant extension of the existing service alignment and in compliance these Special Provisions and City Standards S-260 & S-265.

Surface Restoration for HMA and concrete shall be covered in Bid Item No. 21 and No. 22, respectively, for all locations.

Payment shall be at the unit price bid per lineal foot (LF) of proposed combined sewer main installed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work necessary to complete this item in place including pavement cutting and removal, trenching, furnishing and placing pipe, backfilling, removing or abandoning existing pipe, connecting sewer pipe to manholes, grouting manhole connections, surface restoration, and testing.

Item No. 10 18-inch Sewer Casing Pipe to Place

Contractor shall furnish and install an 18-inch steel casing by open trench method at the location shown on the Drawings, in accordance with Section 37 of the Standard Specifications, and as directed by the Engineer.

The combined sewer pipe (carrier pipe) will be paid for under the “10-inch Combined Sewer Pipe to Place” bid item.

Payment shall be at the unit price per lineal foot (LF) of casing pipe installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in design, installation, shoring, bracing, staking, settlement monitoring, excavating, dewatering, furnishing, cleaning and installing the casing, casing spacers, fittings, placing new CSS pipe, transition coupling, grout, casing end seals complete in place, including any other work required for open trench installation as specified on the Plans, as specified in the CSSS, and as directed by the

Engineer and no additional allowance will be made therefor.

Item No. 11 Abandon Existing Sewer Pipe

Contractor shall abandon combined sewer (CS) pipe where shown on the Plans, as directed by the Engineer, and in accordance with Sections 12 and 13 of the Standard Specifications. When abandoning pipes 8-inches or smaller, pipes shall be plugged at each end with a minimum of 2-longitudinal-feet of concrete caps per Section 13-3 of the Standard Specifications. When abandoning pipes larger than 8 inches, pipes shall be completely filled with Controlled Density Fill (CDF) as listed in Section 10-16 of the Standard Specifications.

A plan for filling pipes shall be submitted for approval. The plan shall provide details regarding the proposed method, sequencing, and materials to be used during the filling operations. The abandoned facilities shall be shown on the approved Plans and/or As-Builts.

Payment for Abandon Existing Sewer Pipe shall be at the contract lump sum (LS) price bid and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to abandon the pipe in place, including plugging all pipe ends.

Item No. 12 Manhole to Remove

Where shown in the project plans, the existing manhole shall be removed and disposed away from the site of the project. Excavation shall conform to Section 14-2, Structure Excavation of the Standard Specifications. The existing frame and cover shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Kevin Guerra, Wastewater Superintendent (916) 808-4022.

Manholes shall be abandoned by removing the Grade Rings and Cone, crushing the concrete Base to allow free movement of groundwater, and backfilling with compacted Class 2 aggregate base. As an alternative, the Grade Rings and Cone can be removed to at least 4-feet below Subgrade and the remaining portion of the Manhole backfilled with CDF. Compacted Class 2 aggregate base shall be placed above the CDF to finish grade. The removed and/or abandoned facilities shall be shown on the approved Plans and/or As-Builts.

Payment shall be at the unit price bid per each (EA) manhole removed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 13 No. 3 Manhole Installation

Item No. 14 No. 3A Manhole Installation

Item No. 15 Manhole to Remove, No. 3 Manhole Installation

Item No. 16 Manhole to Remove, No. 3A Manhole Installation

Manhole No. 3 and No. 3A shall be constructed where shown on the plans or directed by the Engineer in conformance with Section 25 and Section 38 of the Standard Specifications.

Flowline material for main pipe and intersecting mains shall be vitrified clay except: if manhole base is precast concrete; or if manhole base is placed over main which is "laid through", in which case flowline material shall be same as main. Clay liner may be omitted for manholes with mains of 36-inch diameter and larger. Flow line material shall conform to the Standard Specifications and these Special Provisions. New flowline shall match inlet and outlet pipe elevations and shall extend to inside face of manhole. If inlet and outlet pipes are of different sizes, new flowline pipe size shall match larger pipe size.

Manhole bench shall slope upwards from the spring-line of the pipe to the projected level of the crown of the pipe at the manhole wall or twelve (12) inches above the spring-line, whichever is less. All holes, cracks, and seams shall be grouted flush using nonshrink grout with the manhole interior. Non-shrink grout shall be "Metallic Grouting Compound" by Burke, "Embeco" by Master Builders, "Ferrolith-G" by Sonneborn-Desoto, or approved equal. All internal surfaces shall have a smooth finish, including grouting all annular space from pipe connections into manholes.

Combined sewer pipe connections, including sewer services, to manholes shall be included in this item unless otherwise indicated in these Special Provisions.

Payment shall be at the unit price bid per each (EA) manhole removed and new manhole constructed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 17 Inside Drop Connections

Inside drop connections shall be constructed where shown on the plans or directed by the Engineer in conformance with Section 25 and 38 of the Standard Specifications, and Standard Drawing S-135.

An inside drop connection is required for incoming pipes in Manholes if the Invert of the incoming sewer pipe is 18-inches or more above the Springline of the outgoing pipe. Inside drop connections shall not be placed for pipes that only convey Stormwater. The construction of inside drop connections shall conform to the Standard Specifications.

A maximum of two drop connections may be constructed in a Type 3 or 3A Manhole. A maximum of three drop connections may be constructed in a Type 4 Manhole. At least 1-foot of horizontal clearance shall be provided from the drop structure to any other connections or appurtenances inside the Manhole. The inside drop connection shall not be in a location that obstructs the flow of any other connection in the Manhole or Manhole

access.

Payment shall be at the unit price bid per each (EA) inside drop connection constructed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 18 Remove and Replace Drain Inlet with Drain Inlet No. 22

Gutter Drain No. 22 shall be placed at locations shown on the Plans or as directed by the Engineer and shall conform to the requirements of Section 10, 30 and 38 of the Standard Specifications, unless otherwise noted. Included in this item is all work associated with removing the existing gutter drain. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Kevin Guerra, Sewer Superintendent (916) 808-4022.

Gutter drains shall be connected to PVC pipe leads using Fernco couplings (or approved equal).

For installation in streets, curb and gutter reconstruction shall match existing geometry and, at the Engineers discretion, extend up to five (5) feet in length on either side of the inlet. The cost of curb and gutter reconstruction shall be included in the unit price for this item. For installation in alleys, the eight (8) inch PVC pipe leads, connection to the new main or manhole, and removal of the existing lead is included in the cost of this item.

Surface restoration shall be in accordance with the section of the General Requirements entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract.

Payment shall be at the unit price bid per each (EA) Gutter Drain No. 22 placed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 19 10-inch Drain Inlet Lead to Install

Where shown on the Plans, 10-inch diameter drain inlet leads shall be polyvinyl chloride (PVC). Drain lead connections to manholes shall be included in this item unless otherwise indicated in these Special Provisions.

Drain inlet lead and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions. PVC pipe and fittings shall conform to ASTM D3034 and shall be SDR 35 with elastomeric gasket joints providing a watertight seal per ASTM D3212. Minimum pipe stiffness at 5% deflection shall be 46 PSI according to ASTM test D2412. Pipe shall be subject to deflection tests as specified elsewhere in these Special Provisions.

C-900 PVC for pipe and fittings shall be utilized for any pipe that has less than eighteen (18) inches of cover between the top of the installed pipe and the finish grade. If the depth of cover is less than twelve (12) inches, the Contractor shall encase pipe with controlled density fill as specified elsewhere in these Special Provisions and the CSSS. When the Engineer approves shallow placement of drain inlet leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8 of the Standard Specifications.

When connecting to a manhole:

- A. The Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 18 inches to 24 inches from the wall of the manhole.
- B. All connections to the manholes not cast as part of the base shall be made by use of a coring machine and a NPC "Kor-N-Seal Cavity O-Ring" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.01 ft/ft unless otherwise approved by the Engineer. Lead traps may be moved away from the drain inlet, if approved by the Engineer, to avoid conflicts with crossing utilities. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing or altering drain inlet or lead elevations.

Payment shall be at the unit price bid per lineal foot (LF) of 10-inch drain lead placed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for performing all work necessary to complete this item in place including pavement/surface Improvements cutting and removal, trenching, furnishing and placing pipe, backfilling, flow control, removal, dewatering, testing, temporary pavement and maintenance, and permanent paving or other surface restoration as specified in the Plans, these Special Provisions, the CSSS, and as directed by the Engineer.

Item No. 20 Substandard Sewer Service Removal & Reinstatement

This bid item shall cover all work associated with the reinstating substandard sewer services. This item shall include, but not limited to, exposing and disconnecting the existing services prior to pipe installation, installing cleanouts, and backfilling excavations.

The Contractor shall be responsible for reinstating all live services from the new main to within 2-feet of right-of-way and construct cleanouts with ABS pipe and fittings per City Standard Details S-260 and S-265. Cleanouts shall be "long sweep" design unless

otherwise noted. Unless otherwise directed by the Engineer, reconnection of existing services shall be made after pipe insertion and relaxation. The reconnection shall be made using PVC wye fittings or Inserta Tee taps as noted in Section 3.10 Sewer Service Connections of these Special Provisions, or an approved equal may be used if approved in writing by the Engineer.

Existing ASB sewer services that can be reinstated within the proposed trench without significant extension of the existing service alignment and in compliance these Special Provisions and City Standards S-260 & S-265 shall be covered by Bid Items No. 5 through 9 for combined sewer pipe to place.

The number of actual sewer services to be replaced and reinstated by the Contractor is an estimate. This quantity is for bidding purposes only. The unit price indicated for this bid item will not be adjusted because the actual number of replacements/reinstatements varies from the quantities shown in the Bid Proposal.

All surface restoration required to complete this bid item shall be in accordance with Section 3.02 of these Special Provisions and shall be included in the price paid for this item.

Payment shall be on a unit price basis for each (EA) substandard sewer service replaced and reinstated. Payment shall include full compensation for all materials, labor, equipment, and supplies necessary to complete this bid item in place including pavement/hardscape cutting and removal; excavation, shoring and backfill; placement and maintenance of temporary pavement, furnishing and placing cleanouts and new service pipe between the cleanouts and new sewer main; removing and disposing of existing sewer service pipe; connections, reinstatement of the new sewer service; flow control, tree preservation, fence restoration including footings, and repaving or other surface restoration in kind.

Item No. 21 6" Asphalt Concrete Pave

This Item shall include all permanent paving associated with contract bid items for combined sewer pipe to place and shall be defined as permanent pavement placement.

Payment shall be at the unit price bid per tonnage (TON) for Hot Mix Asphalt (3/4", Type A) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing Hot Mix Asphalt (3/4", Type A) including but not limited to placing, planing, cores, testing, leveling and compacting material for HMA placement, as specified in the State Standard Specifications, the Plans, the CSSS, and as directed by the Engineer.

Item No. 22 6" P.C.C. Alley

Concrete removal, placement and restoration for the removal and replacement of pipe

shall be completed as shown on the plans and per the Standard Specifications, Section 10, and Standard Drawing T-24. This item shall include the cost to protect existing concrete that will not be removed as part of the project. The Concrete shall be Class "B" Concrete per section 10-5 of the Standard Specifications. Dowel reinforcement shall be installed per section 24-11 of the Standard Specifications.

This bid item shall be used only for the Powerhouse Alley location.

Payment shall be at the unit bid price per square foot (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work necessary to complete this item in place.

Item No. 23 Embassy Suites Driveway Restoration

Concrete and paver removal, placement and restoration for the removal and replacement of pipe and manhole shall be completed as shown on the plans and per the Standard Specifications, Section 10, and Standard Drawing T-24. This item shall include the cost to protect existing concrete and paver that will not be removed as part of the project. The Concrete shall be Class "B" Concrete per section 10-5 of the Standard Specifications. Dowel reinforcement shall be installed per section 24-11 of the Standard Specifications.

This bid item shall be used only for the Capitol Mall location.

Payment shall be at the unit bid price per lump sum (LS) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work necessary to complete this item in place.

Item No. 24 CCTV Inspection

All newly constructed combined sewer pipes shall be inspected by the Contractor utilizing a remote closed circuit in-line television (CCTV) camera in accordance with Section 3.09 of these Special Provisions.

Payment shall be at the unit price bid per lineal foot (LF) of proposed combined sewer pipe inspected and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and performing all work necessary to complete the item in place to the dimensions as shown on the Plans, and as specified in the CSSS, these special provisions, and as directed by the Engineer.

Item No. 25 Unmarked Utility Crossings

All utilities, abandoned or live, not shown on the plans that cross the excavation for but do not physically conflict with the installation of the subgrade items of the Bid Proposal shall be paid for under this item. A crossing shall be defined as any pipe, cable, conduit, or duct structure that in the opinion of the Engineer crosses the excavation within 60 degrees of a line perpendicular to the excavation. If more than one utility crosses within

a 15-inch long section of the trench, then all the utilities in that cross section will be paid as one. Crossings that are more than 60 degrees from perpendicular, run parallel in the excavation or physically conflict with the installation shall be paid for on a time and material basis in accordance with section 8 of the Standard Specifications.

Payment shall be at the unit price bid per each (EA) unmarked utility crossing and shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals and for performing all work necessary to complete this item in place to the dimensions as shown on the Plans, and as specified in the CSSS these special provisions, and as directed by the Engineer.

Item No. 26 Unsuitable Material, Removal, and Replacement

Whenever the bottom of the trench is, in the opinion of the Engineer/City Inspector, unsuitable as a foundation for pipe bedding, the foundation shall be treated in accordance with Section 26-5-4 of the Standard Specifications. Contractor requires approval from either Engineer/City Inspector prior towards removal. Unsuitable material is generally defined as material the Engineer determines to be:

Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at or near optimum moisture content; or

1. Too wet to be properly compacted and circumstances prevent processing or in-place drying prior to incorporation into the work; or
2. Containing visible or excessive deleterious material; or
3. Otherwise unsuitable for planned use.

Trench backfill shall consist of Class 2 Aggregate Base (AB) or job excavated, native soil meeting the requirements of Section 26-5 of the Standard Specifications. The use of the job excavated, native soil shall be at the Contractors risk. No additional compensation will be paid to the Contractor for hauling, stockpiling, drying, wetting or any processing of the native soil or AB required in order to achieve the minimum stability and relative compaction criteria.

Excavated unsuitable material shall be the property of the Contractor and shall be disposed of away from the project site. For offsite disposal, the Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The quantity shown in the Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased, or deleted as may be required by the Engineer. This item has been included in the proposal in anticipation of encountering unsuitable material during pipe backfill or subgrade preparation. If no unsuitable material is excavated, then this item will be deleted.

Payment shall be at the unit bid price per cubic yard (CY) of Unsuitable Material removed and replaced with clean crushed rock and shall be based upon the weight of the material placed less the weight of moisture content. This price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and

for doing all work involved in removing and disposing of unsuitable material and backfilling and compacting with aggregate base, as shown on the Plans, and as specified in the CSSS, these special provisions, and as directed by the Engineer.

END OF SPECIAL PROVISIONS

APPENDIX A

1. Constructing Sewer Main Notification Letter – 5 working days' notice
2. CCTV Inspection Form
3. Encroachment Permit

Constructing Sewer Main [Distribute 5 working days prior to beginning work]

(CONTRACTOR LETTER HEAD)

Dear Resident,

The City of Sacramento, Department of Utilities, awarded a construction contract to (Contractor) to replace the combined sewer/drainage pipeline add location here.

During the course of construction, a portion of the alley will be closed to through traffic. In addition, if your garage, driveway, or parking area is accessed from the alley, access may be temporarily restricted during the brief period that construction takes place in front of your driveway. At the end of each work day, the entire alley will be re-opened. Our work hours are typically between 7 AM to 6 PM. In an effort to minimize driveway access delays, you may consider moving your vehicle before 7:00 a.m. when the construction crews begin work.

General public and construction crew safety is of primary concern to us and we encourage you to observe the construction signs. We realize this construction project may be a temporary inconvenience and we will strive to minimize the impacts to the residents.

If you have any questions or problems, please contact any one of the project representatives listed below:

Contractor Superintendent: Name: Phone Number

City Inspector: Name: Phone Number

City Inspection Supervisor: Name: Phone Number

City Project Manager: Name: Phone Number

Pipeline work is scheduled to begin in your neighborhood on .

Once the pipelines are constructed, we will restore the surface of the alley. The anticipated project completion date is .

Thank you for your cooperation on this very important project.

Sincerely,

Contractor Representative

CCTV Inspections of Pipe Systems (☐ Submission for Sewer/Combine or ☐ Storm Drain)

Insp Form 020

***** **ManHole Inspection is not Included** *****

This submission is submitted by, Name: _____; Tel: _____ Dept: _____; Date: _____

This submission is received by, Name: _____; Tel: _____ Dept: _____; Date: _____

Project ID: _____, ☐ CPC or ☐ RPC; Project Name: _____ (Phase ____)

Developer, Name: _____

TV Operator: Name: _____, Tel: _____

NASSCO Cert #: _____ or ☐ Not Certified

Remarks: _____

The submitted items: 1) ☐ DVD video; ☐ Flash drive; ☐ Others: _____
2) ☐ NASSCO, PACP Report

-- Inspection Section --

Type of Tests/Inspections required to be done Before CCTV Inspections Submission

<p>Sewer and/or Combined Collection System (<input checked="" type="checkbox"/> those have been tested & passed)</p> <p><input type="checkbox"/> Mains, test type: _____ <input type="checkbox"/> MH, test type: _____</p> <p>The above information has been verified and</p> <p>Approved by, Name : _____ Signed: _____ Date: _____ Tel: _____</p> <p><input type="checkbox"/> Result, attached; <input type="checkbox"/> No attachment Remarks: _____</p>	<p>Storm Drain Collection System (<input checked="" type="checkbox"/> those have been tested & passed)</p> <p><input type="checkbox"/> Mains, test type: _____ <input type="checkbox"/> MH, test type: _____</p> <p>The above information has been verified and</p> <p>Approved by, Name : _____ Signed: _____ Date: _____ Tel: _____</p> <p><input type="checkbox"/> Result, attached; <input type="checkbox"/> No attachment Remarks: _____</p>
<p>Compaction Tested & passed, Approved by, Name: _____, Tel: _____ <input type="checkbox"/> Result, attached; <input type="checkbox"/> Signed: _____, Date: _____ Remarks: _____</p>	

CCTV Examiner, Name: _____; Tel: _____; Date: _____

Approved, Sign: _____; Date: _____

Approved with Comments: _____

Reject this submission, By: _____ Date: _____

- Rejection because of:
- 1) ☐ The said inspection section has not been completed;
 - 2) ☐ NSAACO, PACP: Main Inspection with Pipe-Run Graph Report is incomplete;
 - 3) ☐ NSAACO, PACP: Observation Report is incomplete;
 - 4) ☐ TV the pipe line partial, not from MH to MH;
 - 5) ☐ The plug for stub is not wing nut or equivalent device
 - 6) ☐ Exceed the maximum acceptable sag for: ☐ Sewer, 3/4"; ☐ Storm Drain, ____

Additional Comments: _____;

: _____;

----- **After the approval of this TV inspection, please call for the project final walkthrough!** -----

Operator Name:

Project Name: _____

Job #

[illegible]

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

Permit No.
03-25-N-TK-0390In compliance with your application of March 3, 2025Dist/Co/Rte/PM
03/SAC/275/PM 0-Var

Reference Documents:

- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____
- ☐ Project code (ID): _____ CFC #: _____
- ☐ Applicant's Reference/ Utility Work Order No. _____

Permit Approval Date
March 20, 2025Performance Bond Amount (1)
\$0Payment Bond Amount (2)
\$0Bond Company
\$ N/ABond Number (1)
\$ N/ABond Number (2)
\$ N/A

TO:

City of Sacramento Department of Utilities
Attn: Kyle Beltran
1395 35th Avenue
Sacramento, CA 95822
Email: arvasquez@cityofsacramento.org
Phone: (916)808-1701

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Perform traffic control at the intersection of State Route 275 and Neasham Circle in Sacramento for underground utility installation per the attached plans. In addition to the General and Special Provisions, the attached conditions apply.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (check applicable):

- ☒ YES ☐ NO General Provisions
- ☐ YES ☒ NO Utility Maintenance Provisions
- ☒ YES ☐ NO Storm Water Special Provisions
- ☒ YES ☐ NO Special Provisions
- ☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. _____
- ☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ YES ☒ NO Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

- ☐ YES ☒ NO Review
- ☐ YES ☒ NO Inspection
- ☒ YES Field Work
(if any Caltrans effort expended)

As-built Plans are Required

- ☐ YES ☒ NO

- ☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before October 1, 2025

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC:

#1:
#2:
#3:
#4:

APPROVED:

Sergio Aceves, District Director

BY

Ryan Prasad
Ryan Prasad (Mar 20, 2025 12:52 PDT)

For ANTHONY STEVENS, District Permit Engineer

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

1. Permittee must arrange the onsite pre-construction meeting with the Caltrans representatives a minimum of two (2) weeks prior to the start of work to discuss scope of work, schedule, Traffic Control plan (TCP).
2. Tower Bridge must remain operational to water vessels at all times and accessible to traffic from 0600 – 2200 hours.
3. Notify the Caltrans District 3 Bridge Maintenance Supervisor Zachary McGarity 2 weeks prior to start of work. Bridge Maintenance Supervisor – Zachary McGarity - Cell: (916) 869-0600, Email: Zachary.McGarity@dot.ca.gov
4. If the work for this permit is to be performed by other than the permittee's forces, General Provision #4 is in full force and effect. 30 days prior to the pre-construction meeting, the Permittee, Authorized Agent and/or Contractor must submit a rider request for review and acceptance. The following documents should be included in the rider request package:
 - a. Contractor(s) Authorization Form (TR-0429)
 - b. TCP
5. Due to high volume of traffic on Interstate 5 and State Route 275 during morning and evening rush hours, the permittee must anticipate night work between 2100 – 0500 hours.
6. Traffic control must be placed, maintained, and performed by a licensed California A or C-31 Construction Zone Traffic Control Contractor and be in accordance with the latest edition of CA MUTCD and Caltrans standards. Flaggers and traffic control technicians must be certified by a Caltrans authorized training provider in order to perform traffic control in the State highway.
7. Shoulder/Lane closure requests (including "Road Work Ahead" type signs in shoulder) must be submitted to the Caltrans representative via email (with the form filled out) by **NOON** on the Monday preceding the week of planned work, i.e. if you need a closure for a Friday, you must make that request on the Monday of the preceding week (11 days prior). Requests received after **NOON** on Monday will not be processed until the following Monday.
8. Lane or shoulder closures are not authorized unless approved by Caltrans' Traffic Management Center (TMC). **All closures and canceled closures** must be called in to TMC dispatch at 916-859-7900 at the beginning and end of each scheduled closure. Failure to do so could result in denial of future closure requests.
9. Permittee must keep a log of all closures called in to TMC (10-97 closure up, 10-98 closure down, and 10-22 canceled closure), and the name of the dispatch person at the TMC. A copy of the log must be provided via e-mail to the Caltrans representative at the end of each week, no later than close of business on Friday.
10. Caltrans is not member of USA (Underground Service Alert). It is the responsibility of the permittee to locate and protect all Caltrans' facilities, including, but not limited to, traffic loops within the project limits. Your attention is directed to Provision #31 for restoration and repair of any damages to Caltrans' facilities.
11. All disturbed soil areas must be stabilized and rehabilitated at the end of the project.

12. No sediment is allowed to be tracked onto the highway. Any sediment that is tracked onto the roadway must be swept immediately. Sediment must not be removed by washing/flushing with water.
13. Erosion control must be provided for areas of disturbed soil. Appropriate BMPs according to slope conditions must be exercised per Caltrans.

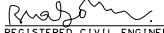
The Caltrans representative's contact information is:

Permit Inspector - Tanzeel Anjum - Cell: (530) 755-7371, Email: tanzeel.anjum@dot.ca.gov

Bridge Maintenance Supervisor – Zachary McGarity - Cell: (916) 869-0600, Email:

Zachary.McGarity@dot.ca.gov

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS


 REGISTERED CIVIL ENGINEER

September 20, 2024
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF SCANNED
 COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
 Mohan V. Bannig
 No. C63046
 Exp. 6-30-26
 CIVIL
 STATE OF CALIFORNIA

TABLE 1

TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING							
SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	X	Y	Z **
					TAPER	TANGENT	CONFLICT
mph	ft	ft	ft	ft	ft	ft	ft
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
50	1200	600	300	200	50	100	25
55	1320	660	330	220	50	100	25
60	1440	720	360	240	50	100	25
65	1560	780	390	260	50	100	25
70	1680	840	420	280	50	100	25
75	1800	900	450	300	50	100	25

* - For other offsets, use the following merging taper length formula for L:
 For speed of 40 mph or less, $L = WS^2/60$
 For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile
 speed prior to work starting, or the anticipated
 operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where
 there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING				
SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
		ft	ft	ft
mph	ft	ft	ft	ft
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

* - Speed is posted speed limit, off-peak 85th-percentile
 speed prior to work starting, or the anticipated
 operating speed in mph

** - Longitudinal buffer space or flagger station spacing

*** - Use on sustained downgrade steeper than -3 percent
 and longer than 1 mile.

TABLE 3

ADVANCE WARNING SIGN SPACING			
ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance
 purposes only, and should be applied with engineering judgment.
 These distances should be adjusted by the Engineer for field
 conditions, if necessary, by increasing or decreasing the
 recommended distances.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

T9



NOTES:

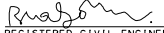
See Standard Plan T9 for tables.

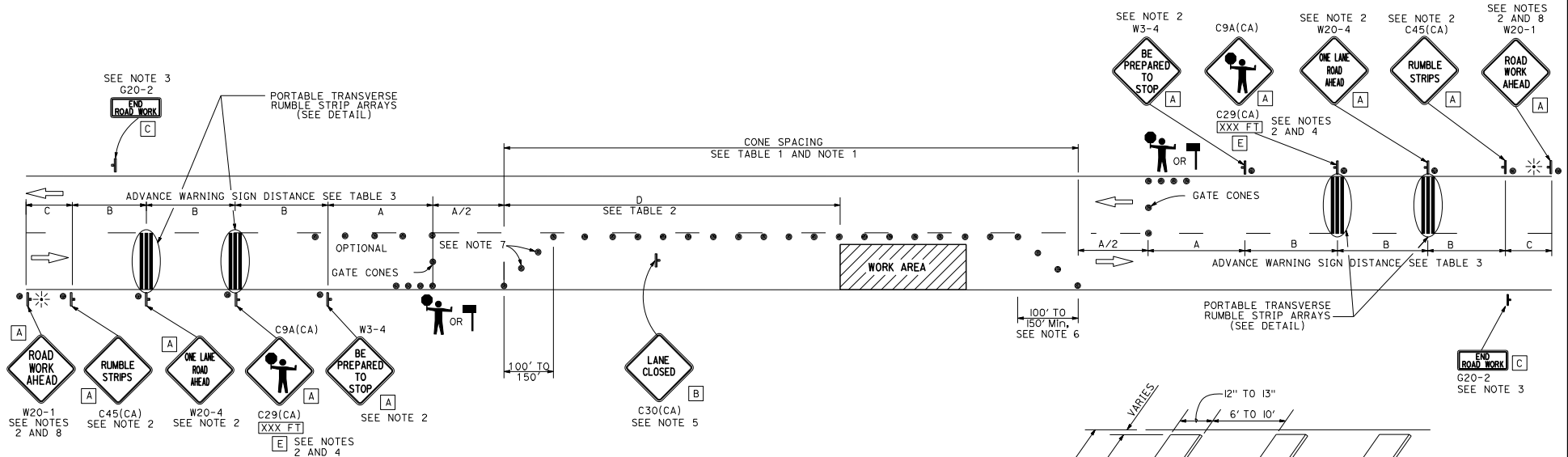
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

SIGN PANEL SIZE (Min)

- | | |
|---|-----------|
| A | 48" x 48" |
| B | 30" x 30" |
| C | 36" x 18" |
| D | 36" x 42" |
| E | 20" x 7" |

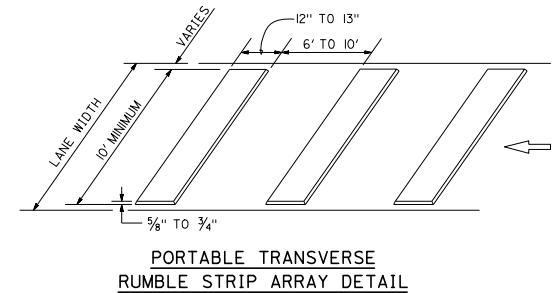
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS
 REGISTERED CIVIL ENGINEER No. C63046 September 20, 2024 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

**NOTES:**

- Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
- Sign must be equipped with at least two flags for daytime closures. Flags must be orange in color and at least 16 inches by 16 inches in size. Place flashing beacons as shown for closures during hours of darkness.
- A G20-2 "END ROAD WORK" sign, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
- An optional C29(CA) sign may be placed below the C9A(CA) sign.
- Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area. They are optional if the work area is visible from the flagger station.
- Length may be reduced by the Engineer to address site conditions.
- Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type I, II, or III.
- If C45(CA) is not used, measure distance C from W20-4.

LEGEND

- TRAFFIC CONE
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⚡ PORTABLE FLASHING BEACON
- ⚓ FLAGGER
- ⚓ AUTOMATED FLAGGER ASSISTANCE DEVICE (AFAD)



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
WITH REVERSIBLE CONTROL ON
TWO LANE CONVENTIONAL HIGHWAYS**
NO SCALE

T13

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee’s authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee’s authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee’s list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee’s authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively “the Permit Conditions”), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee’s authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee’s authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department’s representative and the Federal Highway Administration (“FHWA”) representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

ENCROACHMENT PERMIT GENERAL PROVISIONS

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. PERMIT AT WORKSITE: Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.

11. CONFLICTING ENCROACHMENTS: Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

12. PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.

13. PEDESTRIAN AND BICYCLIST SAFETY: A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour

pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

14. PUBLIC TRAFFIC CONTROL: The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.

16. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.

17. CARE OF DRAINAGE: Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY: Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. COST OF WORK: Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

ENCROACHMENT PERMIT GENERAL PROVISIONS

- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.

"Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
 24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
 - a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
 26. **ENVIRONMENTAL:**
 - a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

ENCROACHMENT PERMIT GENERAL PROVISIONS

waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

ENCROACHMENT PERMIT GENERAL PROVISIONS

contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

- a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
 - i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
 - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

ENCROACHMENT PERMIT GENERAL PROVISIONS

of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. FIELD WORK REIMBURSEMENT: Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.

35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT: Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.

36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.

37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.

38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

39. STORMWATER: The Permittee is responsible for full compliance with the following:

- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
- b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
- c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
- d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

ENCROACHMENT PERMIT SPECIAL PROVISIONS**STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)**

TR-0400 (Rev. 09/2024)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities ranging from more than a quarter of an acre to less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). These provisions must be included with the permit for projects that require an Erosion and Sediment Control Plan (ESCP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order 2022-0033-DWQ, NPDES No. CAS000003, and any amendments and/or subsequent orders). Projects in construction with active waste discharge identification number (WDID number) may continue their coverage with the California Construction General Permit CGP (Order 2009-0009-DWQ, NPDES No. CAS000002, and any amendments and/or subsequent orders) until 9/1/2025. Privately funded projects may not extend their 2009 CGP regulatory coverage and are responsible for compliance with the CGP (Order WQ 2022-0057-DWQ NPDES No. CAS000002) after 9/1/2023. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls, and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State Representative when discharges enter receiving waters, adjacent property, and drainage systems. The Permittee must also address any illicit discharges or illegal dumping prior to start of daily work schedule by cleaning them up. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State Representative within forty-eight (48) hours of reported activity. For additional information on stormwater compliance, visit the [State Water Resources Control Board's Storm Water Program](#).
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing project related sediment, trash, debris, and other construction waste from entering the street, storm drains, drainage swales, stormwater conveyance infrastructure, local creeks, or any other bodies of water. All existing treatment BMP's (TBMPs) must be protected in place. If an existing TBMP is damaged by the Permittee, the Permittee is responsible for complete repair to a satisfactory condition determined by the State Representative.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system. The Permittee must ensure that Portland cement concrete and asphalt concrete grindings are not stockpiled or used in a manner that may result in an unauthorized stormwater discharge to waters of the state.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Minimize the amount of dust particles during sweeping activities, ensuring that the levels do not exceed the standards set by local air quality control districts or the EPA's National Ambient Air Quality standards. Use wet-vacuum whenever dust generation is excessive, or sediment pickup is ineffective. Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** The Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site. If vehicle or equipment cannot be immediately removed from job site, install secondary containment to contain spill and prevent illicit non-stormwater discharge.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials. All maintenance and fueling should be conducted at an appropriate facility that is feasible. All maintenance and fueling which must occur onsite

ENCROACHMENT PERMIT SPECIAL PROVISIONS

shall be conducted as far away as practical from drain inlets, water bodies, and other stormwater conveyance systems.

8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. All equipment must be sanitized prior to mobilization to limit the spread of invasive plant species. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that generates fine particles or dust (e.g., Saw cutting, earthwork, sanding, etc.), which could be carried off-site by stormwater, must be conducted during dry weather conditions to avoid immediate mobilization into the drainage system.
11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site. Potential wind erosion BMPs may include wind fence, water application, gravel, and/or hydro-mulch.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter any drainage conveyances or receiving waters.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State Representative during grading, paving, sealing, saw-cutting, grooving and grinding, or any other activity which may result in an illicit discharge. All materials must conform to Section 13-6.02 Materials for Water Pollution Control of the Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with Section 13-4.03B Spill Prevention and Control and for leaks and spills from vehicles and equipment each day of use in accordance with Section 13-1.03C Inspections for Water Pollution Control and Section 14-11 Hazardous Waste and Contamination for Environmental Stewardship of the Caltrans' Standard Specifications.
14. **PAINT:** Clean water-based and oil-based paint from brushes or equipment within a contained area to prevent contamination of soil, receiving waters, or storm drain systems. Handle and dispose of paints, thinners, solvents, residues, and sludges that cannot be recycled or reused as hazardous waste under section 14-11. When thoroughly dry, dispose of dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths as solid waste under section 14-10.
15. **CONSTRUCTION MATERIALS AND MATERIAL MANAGEMENT:** Materials necessary for erosion and sediment control must be stockpiled on site at convenient locations to facilitate prompt installation. Such materials must be implemented at all inactive disturbed areas, and prior to all qualifying rain events. A "Qualifying Precipitation Event" (QPE) is defined as a forecast with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses. Minimize stockpiles of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar. All stockpiling of such materials must conform to Section 13-4.03C(2) Material Storage and Section 13-4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications.
16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems. Any concrete washout activities which result in compromised containment must be cleaned and disposed of immediately. All Designated concrete facilities, including equipment, washout areas must be contained during Qualifying Precipitation Events (QPEs) marked by clearly visible signage throughout the project area.
17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Fenced barriers may serve as an adequate buffer to prevent traffic across existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in the permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity. All temporary relocation of BMPs must be completed at the end of each working day and prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Silt and debris shall be removed from linear barriers as part of the regular inspection schedule and as deemed necessary by the State Representative.

ENCROACHMENT PERMIT SPECIAL PROVISIONS

- 19. SLOPE STABILIZATION AND TRACKING CONTROL:** Consider a certified expert in Erosion and Sediment Control in cases where slopes are disturbed or during implementation of temporary road construction for equipment and material access to the project. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization, Section 13.6 Temporary Sediment Control, Section 13.7 Temporary Tracking Control and Section 21 Erosion Control of the Caltrans' Standard Specifications for construction during application of temporary soil stabilization and sediment/tracking control measures to minimize impacts to the soil surface. Temporary construction entrances/exits are required to be stabilized and may include gravel, rumble plates, and/or FODS. Erosion control blankets, temporary mulch, soil binders, tackifier, fiber, seed, straw, temporary covers, rigid plastic, gravel bag barriers, sediment filter bags, temporary check dams, drainage inlet protection, fiber rolls and/or silt fences may be required down slope and on temporary construction roads and entrances until permanent soil stabilization is established. Consult with manufacturer specifications regarding maintenance frequency of sediment controls. All controls must be maintained to ensure proper functionality. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
- 20. STOCKPILES:** All stockpiled materials must be stored at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. All stockpiles must be covered and protected with a temporary perimeter sediment barrier if inactive or prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. A stockpile is considered inactive after fourteen (14) days without addition or subtraction. Additionally, cold mix stockpiles must be stored on an impermeable surface and covered with nine (9) mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13--4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications for construction. Demolished material must not be allowed to enter storm drain systems and receiving waters. Use authorized covers and platforms to collect debris. Use attachments on equipment to catch debris during all demolition activities. Empty debris-catching devices daily and handle debris in accordance with Section 13-4.03D Waste Management for Water Pollution Control of the Caltrans' Standard Specifications for construction.
- 21. DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material. Additionally, the State Representative must be notified if abandoned, underground tanks, pipes, or buried debris are encountered.
- 22. SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. Place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. The Permittee must comply with local health agency regulations if using an on-site disposal system.
- 23. LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free wastewater or rinse water, dredging, and wash water or rinse water running off a surface or other non-storm water liquids not covered under separate wastewater permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least fifty (50) feet away from moving vehicles, equipment, concentrated flows of storm water, drainage courses, and storm drain inlets. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13--4.03D(5) Liquid Waste for Water Pollution Control of the Caltrans' Standard Specifications for construction.
- 24. WATER CONTROL AND CONSERVATION:** Manage water use in a way that will prevent erosion and discharge of pollutants into storm drain systems and receiving waters. Direct all runoff into areas where it can infiltrate.
- 25. PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use. In the event of oil/grease leaks and spills from pile driving activities, immediately contain and dispose of all contaminated materials.
- 26. DEWATERING:** Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact the State Representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with Section 13-4.03G Dewatering for Water Pollution Control of the Caltrans' Standard Specifications for construction. Work plan also references guidelines and BMPs in the CGP and the Field Manual for Construction Site Dewatering. A 24-hour email notification of dewatering discharge to the Regional Water Board, including the implemented SWPPP and BMPs, is required by Attachment J of the CGP.

PEDESTRIAN SAFETY (MCP)

In addition to the attached Encroachment Permit General Provisions (TR-0045), the following special provisions are also applicable:

1. When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.
2. Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards.

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS DATED NOVEMBER 2020, ALL ASSOCIATED ADDENDA, AND THE SPECIAL PROVISIONS.
- THREE WORKING DAYS PRIOR TO PROJECT STAKING, THE CONTRACTOR SHALL SUBMIT TO THE RESIDENT ENGINEER A COMPLETED CONSTRUCTION STAKING REQUEST FORM.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND FOR PROVIDING PROPER AND SAFE ROUTING OF THE VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO COMMENCEMENT OF WORK. IN ACCORDANCE WITH ALL APPROPRIATE LAWS, INCLUDING BUT NOT LIMITED TO CALIFORNIA GOVERNMENT CODE 4216, CONTRACTOR SHALL TAKE THE PROPER CARE AND PROTECTION WHEN EXCAVATING NEAR AND LOCATING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL MAINTAIN ALL EXISTING WATER, SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED IMPROVEMENTS ARE PLACED AND FUNCTIONING.
- EXACT LIMITS OF PAVEMENT REMOVAL AND RECONSTRUCTION SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- DEMOLITION OF EXISTING IS TO BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY HIS OPERATIONS, AT HIS EXPENSE.
- THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PROTECTING EXISTING TREES. ANY TREE DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
- AT THE TIME THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL POSSESS A CLASS A LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.
- THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 ARDEN WAY SUITE 165, SACRAMENTO, CA PHONE 261-2800) PRIOR TO ANY TRENCHING EXCAVATION 5 FEET OR MORE IN DEPTH. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
- CALL POKE 48 HOURS IN ADVANCE TO REQUEST "STANDBY" WHEN WORKING NEAR (WITHIN 5') OR CROSSING HIGH PRESSURE FEEDER GAS MAINS AS DESIGNATED ON THE PLANS OR IN THE FIELD. CONTACT POKE BY CALLING 386-5153.
- ALL CURB, GUTTER AND SIDEWALK SHOWN TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO EXISTING CURB, GUTTER, AND SIDEWALK WHICH IS SHOWN ON THE PLANS TO REMAIN, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RECORD DRAWINGS FOR ALL UNDERGROUND WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS SHALL RECORD THE LOCATION AND GRADE (CITY DATUM) OF ALL UNDERGROUND IMPROVEMENTS AND SHALL BE DELIVERED TO THE CITY PRIOR TO CONSIDERATION OF THE ACCEPTANCE OF WORK.
- THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING SURVEY MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS AND SHALL RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771.
- REPLACEMENT OF LIVE SEWER SERVICES SHALL BE TO THE PROPERTY OR EASEMENT LINE. REPLACEMENT SEWER CLEANOUTS AND SERVICE DOWNS SHALL MATCH EXISTING, OR BE A MINIMUM OF 4 INCHES.
- ALL ASPHALT PAVEMENT SUBJECT TO REPLACEMENT SHALL MATCH EXISTING THICKNESS OR BE 6" AC/12" AB, WHICHEVER IS GREATER.

CITY OF SACRAMENTO

IMPROVEMENT PLANS FOR

CSS PIPE PROGRAM

R&R BLOCK 6

PN: X14170115

APPROVED BY:

Roxanne Dilley
ROXANNE DILLEY R.C.E. 74954
WASTEWATER SUPERVISING ENGINEER
DEPARTMENT OF UTILITIES

4/4/25
DATE

APPROVED BY:

Kevin Guerra
KEVIN GUERRA
WASTEWATER SUPERINTENDENT
DEPARTMENT OF UTILITIES

4/4/25
DATE

SUBMITTED BY:

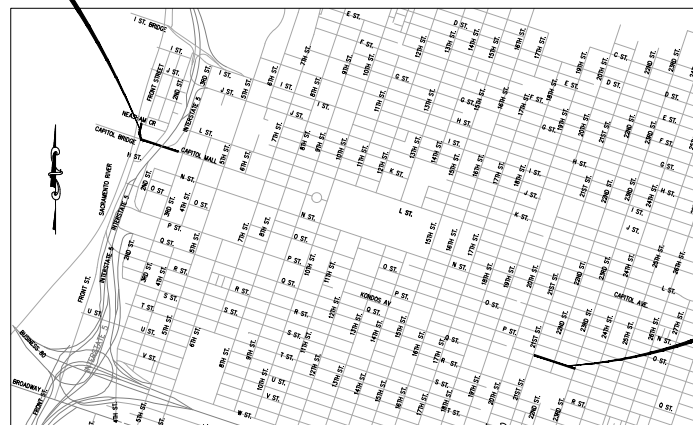
Tim Moresco
TIM MORESCO R.C.E. 84913
SENIOR CIVIL ENGINEER
DEPARTMENT OF UTILITIES

4/4/25
DATE

INDEX OF SHEETS

G-1	COVER SHEET	STA: 00+00 - 3+00
C-1	CAPITOL MALL	STA: 00+00 - 4+00
C-2	NEASHAM CIRCLE	STA: 10+00 - 14+50
C-3	POWERHOUSE ALLEY	STA: 14+50 - 18+00
C-4	POWERHOUSE ALLEY	
SD-1	CASING PIPE DETAIL	

CAPITOL MALL &
NEASHAM CIRCLE
LOCATION



POWERHOUSE
ALLEY LOCATION



VICINITY MAP

LEGEND

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

STANDARD ABBREVIATIONS

A.B.	AGGREGATE BASE	EL. or ELEV.	ELEVATION	PI	POINT OF INTERSECTION
A.C.	ASPHALT CONCRETE	EMTR	ELECTRICAL METER	PL or P	PROPERTY LINE
APPROX.	APPROXIMATE	EP or EOP	EDGE OF PAVEMENT	PP	POWER POLE
AT&T	AT&T TELECOMMUNICATIONS	EX. EXIST.	EXISTING	PCC	PORTLAND CONCRETE
AVE.	AVENUE	FA	FIRE ALARM	(P), PROP.	PROPOSED
B.C.	BEGIN CURVE	FG	FINISHED GRADE	PVC	POLY VINYL CHLORIDE
BUILD.	BUILDING	FH	FIRE HYDRANT	PED	PEDESTAL
BOC	BACK OF CURB	FL or F	FLOW LINE	R or RT	RADIUS OR RIGHT
CAB	CABINET	FM	FORCE MAIN	RCP	REINFORCED CONC. PIPE
C&C	CURB AND GUTTER	FO	FIBER OPTIC	R/O-W	RIGHT-OF-WAY
CO&S	CURB, GUTTER AND SIDEWALK	FPC	FACE OF CURB	S	SLOPE EQUALS
CL or E	CENTER LINE	G	GRADE	SD	STORM DRAIN
CH	CHORD	C&S	C&S	SDMH	STORM DRAIN MANHOLE
CO	CLEANOUT	C.B.	GRADE BREAK	SDWK	SIDEWALK
CONC.	CONCRETE	GMR	GAS METER	SECT.	SECTION
CONST.	CONSTRUCT	G.V.	GATE VALVE	SHT.	SHEET
CTV	CABLE TV	JP	JOINT POLE	SS	SANITARY SEWER
CR or LT.	CURVE RETURN LEFT	L	LENGTH	SS SVC	SANITARY SEWER SERVICE
CS	COMBINED SEWER	LF	LINEAR FEET	STD.	STANDARD
CS&S	CITY OF SACRAMENTO STANDARD SPECIFICATIONS	LT. or L	LEFT	T or TEL	TELEPHONE
CS&H	COMBINATION SEWER MH	MFG.	MANUFACTURER	T&B	TOP OF BANK
D.B.	DITCH BOX	MH	MANHOLE	TYP.	TYPICAL
D	DROP INLET	MAX., MN.	MAXIMUM, MINIMUM	W	WATER
DWG	DRAWING	N.T.S.	NOT TO SCALE	W&V	WALKWAY
EC	END CURVE	PB	PULL BOX	WV	WATER VALVE
				< or AP	ANGLE POINT

REVISIONS

NO.	DESCRIPTION	DATE	BY
1			
2			
3			

BENCH MARK

DESCRIPTION:	EL. 23.13
BM 297-ESD HILL NATL TRAFFIC	
LIGHT BASE SW CORNER,	
21ST ST & S ST	
NOV 29	

FIELD BOOK

1478
SCALE:
N/A
N/A

ON ORIGINAL SCALE
DRAWING ADJUST
SCALED DIMENSIONS
IF THIS DOES NOT
SCALE AT 1"

CITY OF SACRAMENTO

DEPARTMENT OF UTILITIES

DRAWN BY: ESARDIO BAZAN	DESIGNED BY: KYLE BELTRAN	CHECKED BY: TIM MORESCO
DATE: 4/4/25	DATE: 4/4/25	R.C.E. NO. C84913 DATE: 4/4/25



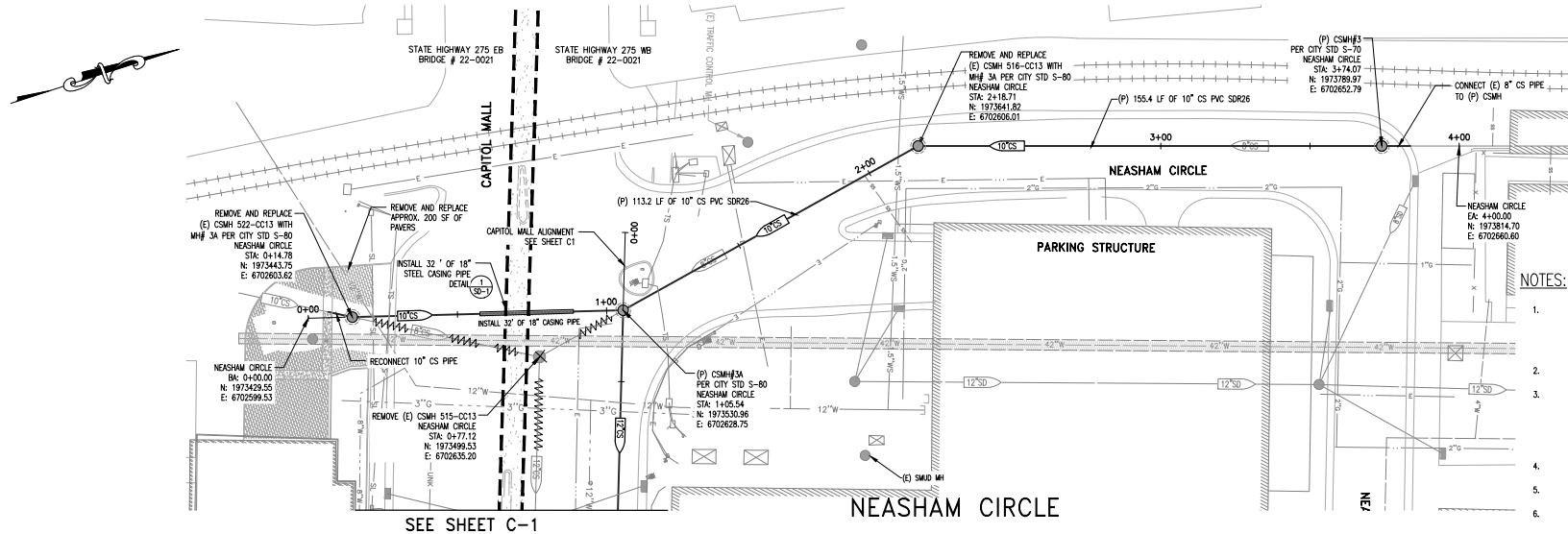
IMPROVEMENT PLANS FOR:
CSS PIPE PROGRAM
R&R BLOCK 6
COVER SHEET

PN: X14170115	DWG. NO. 6-1
	SHEET 1
	OF 6

PN: X14170115
CSS PIPE REPLACEMENT PROJECT BLOCK 6
PN: X14170115

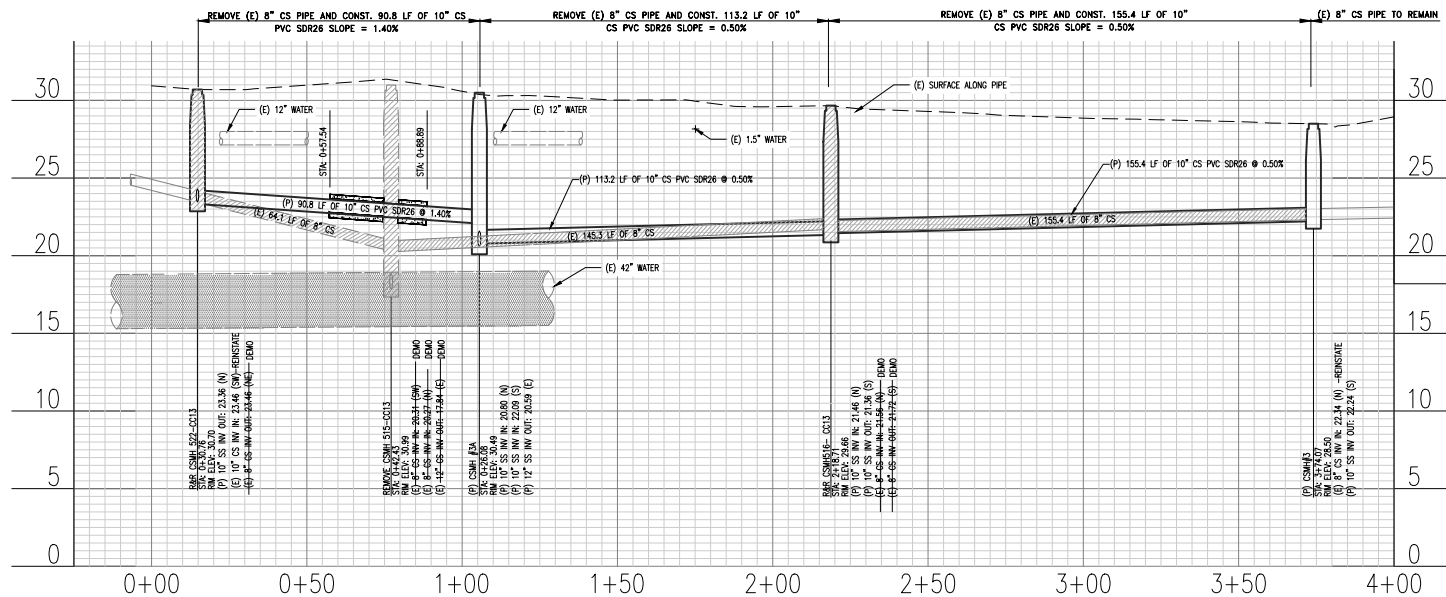


- DWG. NO.
C-1
 SHEET
 2
 OF
 6



NOTES:

1. REPLACE ALL SUBSTANDARD SEWER SERVICES FROM MAIN TO WITHIN 2' OF RIGHT OF WAY AND CONSTRUCT CLEANOUT PER CITY STD S-260 AND S-265 (TYP.). ALL DEAD SERVICES SHALL BE PLUGGED. ALL SERVICE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ALL SEWER SERVICES.
2. ALL EXISTING UTILITIES LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES WHEN APPLICABLE.
3. ABANDONED PIPE ENDS SHALL BE PLUGGED WITH A MINIMUM OF 2'-LONGITUDINAL-FOOT OF CONCRETE. WHEN ABANDONING PIPES LARGER THAN 8 INCHES, PIPES SHALL BE FILLED WITH CONTROLLED DENSITY FILL. THE PLAN SHALL PROVIDE DETAILS REGARDING THE PROPOSED METHOD, SEQUENCING AND MATERIALS TO BE USED DURING THE FILLING OPERATIONS.
4. CONTRACTOR TO VERIFY ELEVATIONS OF UTILITY CROSSINGS, LOCATIONS ARE APPROXIMATE.
5. CITY STANDARD DETAIL W-104 TO BE FOLLOWED FOR SEWER CROSSING OVER WATER LINES.
6. WATER MAINS SHALL BE PROTECTED IN PLACE AND PROPERLY SUPPORTED ACROSS TRENCH.



REVISIONS			
NO.	DESCRIPTION	DATE	BY
1			
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3			

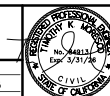
BENCH MARK		ELEV. 23.13
DESCRIPTION:		
BM 297-ESD HILLI NAIL TRAFFIC		
LIGHT BASE SW CORNER,		
2157 ST. & S. ST.		
NOV 29		

FIELD BOOK	1478
SCALE:	1"=20'
ON ORIGINAL SCALE	
DRAWING ADJUST	
SCALED DIMENSIONS	
IF THIS DOES NOT	
SCALE AT 1"	

DRAWN BY:	ESGARDO BAZAN
DATE:	4/4/25

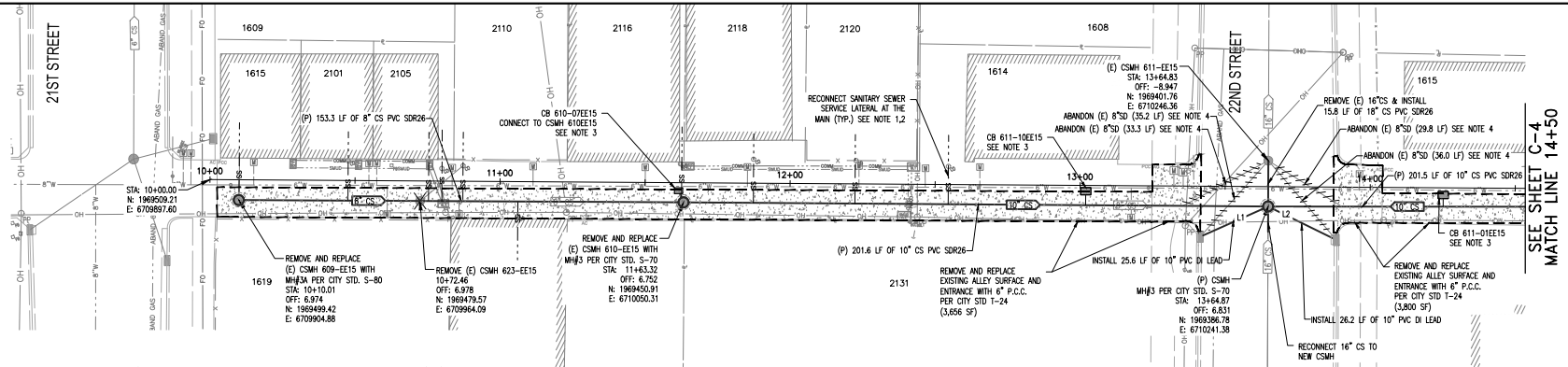
DESIGNED BY:	KYLE BELTRAN
DATE:	4/4/25

CHECKED BY:	TIM MORESO
R.C.E. NO.	C84913
DATE:	4/4/25



IMPROVEMENT PLANS FOR:
CSS PIPE PROGRAM
R&R BLOCK 6
NEASHAM CIRCLE STA: 0+00 - 4+00

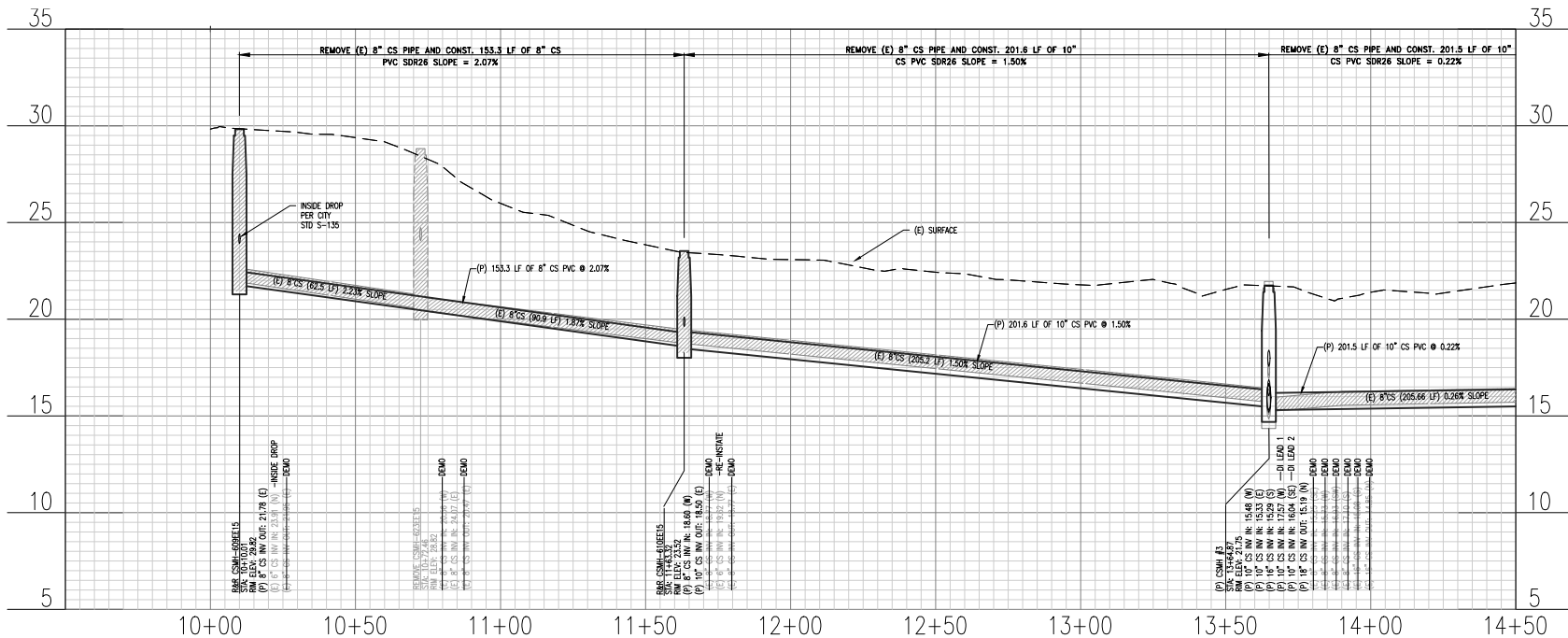
DWG. NO.	C-2
SHEET	3
OF	6



NOTES:

1. REPLACE ALL SUBSTANDARD SEWER SERVICES FROM MAIN TO WITHIN 2' OF RIGHT OF WAY AND CONSTRUCT CLEANOUT PER CITY STD S-260 AND S-265 (TYP.). ALL DEAD SERVICES SHALL BE PLUGGED. ALL SERVICE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ALL SEWER SERVICES.
2. ALL EXISTING UTILITIES LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES WHEN APPLICABLE.
3. REMOVE AND REPLACE DRAIN INLET WITH CUTTER DRAIN NO. 22 PER CITY STD S-50.
4. ABANDONED PIPE ENDS SHALL BE PLUGGED WITH A MINIMUM OF 2'-LONGITUDINAL-FOOT OF CONCRETE. WHEN ABANDONING PIPES LARGER THAN 8 INCHES, PIPES SHALL BE FILLED WITH CONTROLLED DENSITY FILL. THE PLAN SHALL PROVIDE DETAILS REGARDING THE PROPOSED METHOD, SEQUENCING AND MATERIALS TO BE USED DURING THE FILLING OPERATIONS.
5. CONTRACTOR TO VERIFY ELEVATIONS OF UTILITY CROSSINGS. LOCATIONS ARE APPROXIMATE.
6. CITY STANDARD DETAIL W-104 TO BE FOLLOWED FOR SEWER CROSSING OVER WATER LINES.
7. WATER MAINS SHALL BE PROTECTED IN PLACE AND PROPERLY SUPPORTED ACROSS TRENCH.

POWERHOUSE ALLEY



PN: X14170115
CSS PIPE REPLACEMENT PROJECT BLOCK 6
SHEET 4 OF 6

NO.	REVISIONS	DATE	BY
1	DESCRIPTION		
2			
3			

BENCH MARK	ELEV.
DESCRIPTION:	23.13
BM 297-ESD HULTI NAIL TRAFFIC	
LIGHT BASE SW CORNER	
21ST ST & S. ST.	
NOV 29	

FIELD BOOK	SCALE
1478	1"=20'
H: 1"=20'	
V: 1"=3'	

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES			
DRAWN BY: ESGARDO BAZAN	DESIGNED BY: KYLE BELTRAN	CHECKED BY: TIM MORESCO	R.C.E. NO. C84913
DATE: 4/4/25	DATE: 4/4/25	DATE: 4/4/25	DATE: 4/4/25



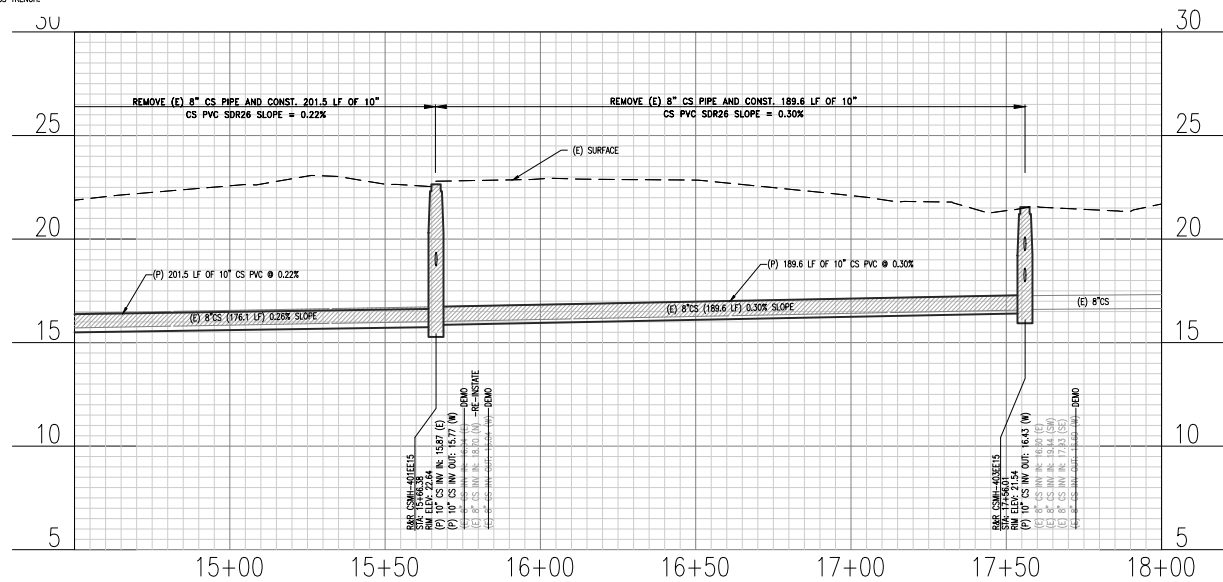
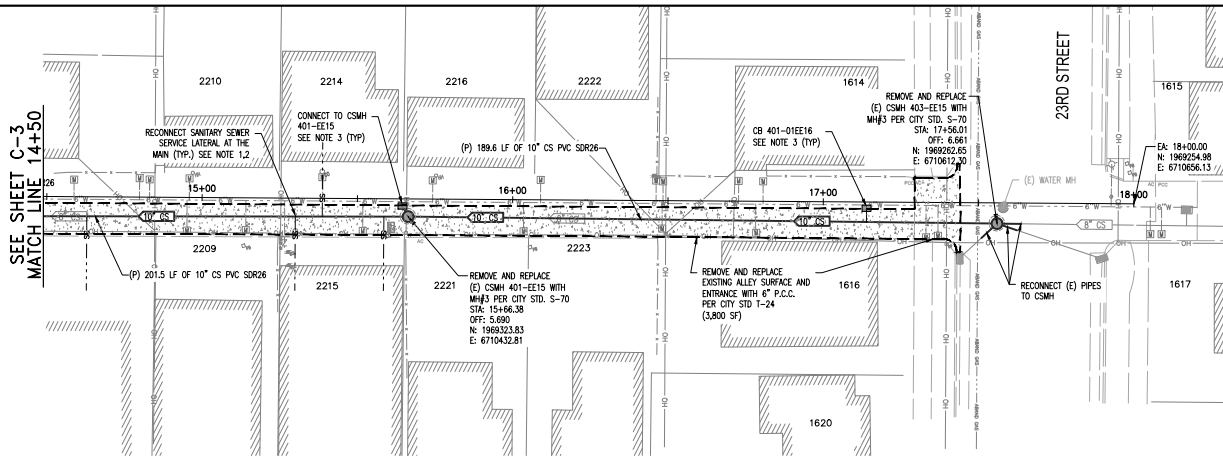
IMPROVEMENT PLANS FOR:	
CSS PIPE PROGRAM	R&R BLOCK 6
POWERHOUSE ALLEY STA: 10+00 - 14+50	

DWG. NO.	SHEET
C-3	4 OF 6

PN: X14170115

- NOTES:
1. REPLACE ALL SUBSTANDARD SEWER SERVICES FROM MAIN TO WITHIN 2' OF RIGHT OF WAY AND CONSTRUCT CLEANOUT PER CITY STD S-260 AND S-265 (TYP.). ALL DEAD SERVICES SHALL BE PLUGGED. ALL SERVICE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ALL SEWER SERVICES.
 2. ALL EXISTING UTILITIES LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES WHEN APPLICABLE.
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 6. CITY STANDARD DETAIL W-104 TO BE FOLLOWED FOR SEWER CROSSING OVER WATER LINES.
 7. WATER MAINS SHALL BE PROTECTED IN PLACE AND PROPERLY SUPPORTED ACROSS TRENCH.

POWERHOUSE ALLEY



REVISIONS			
NO.	DESCRIPTION	DATE	BY

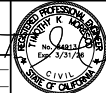
BENCH MARK	ELEV.
DESCRIPTION:	23.13
BM 297-ESD HILLI NAIL TRAFFIC	
LIGHT BASE SW CORNER	
2157 ST & S. ST.	
NOV 29	

FIELD BOOK
1478
SCALE:
H: 1"=20'
V: 1"=3'

ON ORIGINAL SCALE	
DRAWING ADJUST	
SCALED DIMENSIONS	
IF THIS DOES NOT	
SCALE AT 1"	

CITY OF SACRAMENTO	
DEPARTMENT OF UTILITIES	
DRAWN BY: ESARDIO BAZAN	DESIGNED BY: KYLE BELTRAN
DATE: 4/4/25	DATE: 4/4/25

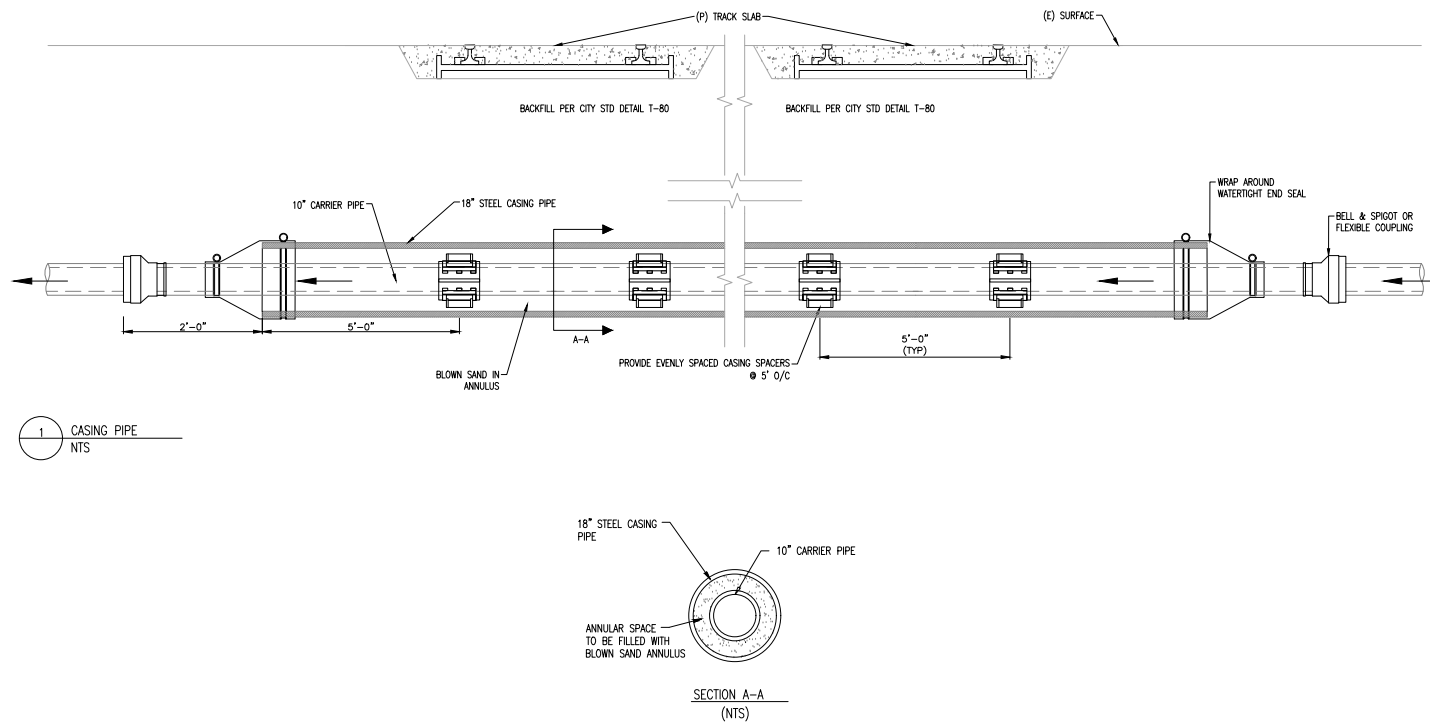
CHECKED BY: TIM MORESCO	R.C.E. NO. C84913
DATE: 4/4/25	



IMPROVEMENT PLANS FOR:	
CSS PIPE PROGRAM	
R&R BLOCK 6	
POWERHOUSE ALLEY STA: 14+50 - 18+00	

DWG. NO.
C-4
SHEET
5
OF
6

Signature:
Email: richard@soracoinc.com



CSS PIPE REPLACEMENT PROJECT BLOCK 6
PN: X14170115

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			

BENCH MARK	ELEV. 23.13
DESCRIPTION:	
BM 297-ESD HILL NAIL TRAFFIC	
LIGHT BASE SW CORNER,	
21ST ST & S ST.	
NOV 29	

FIELD BOOK	1478
SCALE:	
H: NTS	
V: N/A	

ON ORIGINAL SCALE
DRAWING ADJUST
SCALED DIMENSIONS
IF THIS DOES NOT
SCALE AT 1"

DRAWN BY: ESGARDO BAZAN	DESIGNED BY: KYLE BELTRAN
DATE: 4/4/25	DATE: 4/4/25

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES

CHECKED BY: TIM MORESO	R.O.E. NO. C84913	DATE: 4/4/25
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IMPROVEMENT PLANS FOR:
CSS PIPE PROGRAM
R&R BLOCK 6
CASING PIPE DETAIL

PN: X14170115	DWG. NO. SD-1
	SHEET 6 OF 6

PN: X14170115