

**File ID:** 2026-00648

3/24/2026

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**[Contract] Garcia Bend Park Soccer Field Improvements [Published for 10-Day Review 03/13/2026]**

File ID: 2026-00648

**Location:** District 7

**Recommendation:** Pass a **Motion:** 1) approving the construction plans and specifications for the Garcia Bend Park Soccer Field Improvements L19912700); 2) awarding the Garcia Bend Park Soccer Field Improvements to McGuire and Hester in the amount of \$1,038,210; and 3) authorizing the City Manager or designee to execute the contract with McGuire and Hester.

**Contact:** Jeff Nittka, Senior Landscape Architect, (916) 808-5996, jnittka@cityofsacramento.org; Jason Wiesemann, Park Planning & Development Services Manager, (916) 808-7634, jwiesemann@cityofsacramento.org; Department of Youth, Parks, and Community Enrichment

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Construction Contract

**Description/Analysis**

**Issue Detail:** The Department of Youth, Parks, and Community Enrichment (YPCE) is seeking approval to award a construction contract to McGuire and Hester in the amount of \$1,038,210 for the construction of the Garcia Bend Park Soccer Field Improvements.

The Garcia Bend Project (L19912700) includes grading, storm water and erosion control measures, site staking, drainage, irrigation improvements, irrigation booster pump, new central irrigation controller, electrical upgrades, Bermuda turf sod, site furnishing, concrete paving, new bleacher, installation of shade trees and native drought tolerant shrubs and renovation of three existing soccer fields.

The formal bid process for this project has been completed. McGuire and Hester have been selected as the lowest responsible and responsive bidder.

Construction of the Garcia Bend Park Soccer Field Improvements is expected to be completed in the summer of 2026. Garcia Bend Park is a 17.87-acre community park located at 7654 Pocket Road, Planning Area 3, Council District 7.

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**Policy Considerations:** City Code Chapter 3.04 provides that City Council approval is required to enter into purchases and construction agreements over \$250,000.

Providing parks and recreation facilities is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the city. This is also part of the Park Development Process for park planning as stated in the Sacramento Park Plan 2040.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action.

**Economic Impacts:** The indicated economic impacts are estimates and 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.

The park construction project in the amount of \$1,038,210 is expected to create 4.15 jobs (2.39 direct jobs and 1.76 indirect jobs through indirect and induced activities). Furthermore, it will create \$641,027 in total economic output (\$404,044 of direct output and \$236,983 of output through indirect and induced activities).

**Environmental Considerations:** The proposed project has been determined to be exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15301, Existing Facilities. The project consists of the operation, repair, maintenance, and minor alteration of existing public facilities involving negligible or no expansion of use.

**Sustainability:** The Garcia Bend Park Soccer Field Improvements have been reviewed for consistency with the goals, policies, and targets of the City's Climate Action Plan for Internal Operations 2016 Update, the 2040 General Plan, the 2018 YPCE Strategic Plan, and Sacramento Park Plan 2040. The park will advance the goals, policies, and targets of these plans by reducing greenhouse gas emissions and air pollution through the addition of trees, including native and drought-tolerant plantings, and improving the health of all residents through access to a diverse mix of wellness activities. The park improvements will include sustainable design and maintenance guidelines, using recycled materials, and use of local vendors.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The formal bidding process for the Garcia Bend Park Soccer Field Improvements was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The bids were opened on February 11, 2026. Staff received four bids and the results are listed below:

<b>CONTRACTOR</b>	<b>Base Bid</b>	<b>Additive Alternate</b>	<b>Total Bid</b>
Marina Landscape.	\$645,500	\$314,000	\$959,500
McGuire & Hester	\$783,740	\$296,260	\$1,080,000
Stockbridge	\$779,400	\$431,500	\$1,210,900
Abide Builders, Inc.	\$1,250,000	\$324,500	\$1,574,500

The low bidder was determined based on the total bid amount (based on the base bid plus the additive alternates). It was determined that McGuire and Hester offered the lowest responsive bid and is a responsible bidder. A bid was also submitted by Marina Landscape, but their bid did not include all their subcontractors and was therefore deemed non-responsive. The Engineer’s Estimate for the base bid was \$899,500 and \$609,675 for the additive alternates, for a total amount of \$1,509,175.

Pursuant to City Code Sections 3.60.020 and 3.60.360(E), it was determined that McGuire and Hester offered the lowest responsive bid and is a responsible bidder. The contract is recommended to be awarded for the base bid and additive alternates items A1, A2, A3, A5, A6 and A7. The additive alternate bid items include renovation of small soccer field, walkways and concrete paving, site furnishings, new bleacher, lawn sod in lieu of seed, and shrub and tree planting. The additive alternate item that will not be awarded with this contract is A4 - Electrical for future items.

**Financial Considerations:** There is sufficient funding available in the Garcia Bend Park Soccer Field project budget (L19912700) to award a contract not to exceed \$1,038,210 to McGuire and Hester.

Garcia Bend Park is an existing park; the annual maintenance and utilities costs are covered in YPCE’s operating budget for maintenance, water, and utility costs for the budget adopted in the applicable fiscal year.

**Local Business Enterprise (LBE):** McGuire and Hester exceeded the 5% LBE participation requirement.

CONTRACT #:  
CONTRACT NAME: Garcia Bend Soccer Field Improvements  
AGREEMENT TERM: 45 Working Days from NTP Date  
AUTHORIZED RENEWALS: N  
DEPARTMENT/DIVISION: PPDS

PROJECT: L19912700  
NOT-TO-EXCEED AMOUNT: 1,038,210.00  
SOLICITATION: B26191121021  
LBE (Y/N): Y  
COUNCIL FILE ID: 2026-00648

**AGREEMENT**  
**(Construction Contract Over \$25,000)**

THIS AGREEMENT, dated for identification \_\_\_\_\_, 2026, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation (“City”), and McGuire and Hester, 1016 North Market Blvd. Ste. 20 Sacramento, CA 95834 (“Contractor”).

The City and Contractor hereby mutually agree as follows:

1. **CONTRACT DOCUMENTS**

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

- Notice to Contractors
- Proposal Form submitted by the Contractor
- Instructions to Bidders
- Subcontractor and Local Business Enterprise Participation Form
- Drug-Free Workplace Policy and Affidavit
- Construction and Demolition (C&D) Debris Recycling Requirements
- Workers’ Compensation Insurance Certification
- Federal or State funding requirements (if applicable)
- Local Business Enterprise (LBE) Requirements
- Requirements of the Non-Discrimination in Employee Benefits Code
- Ban-The-Box Requirements
- CWTA Requirements (if applicable)
- 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
- Project Progress Payment Application
- 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:

Garcia Bend Soccer Field Improvements  
B26191121021  
(PN: L19912700 )

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

A1: Small Soccer Field, A2: Walkway and Bleacher Concrete Paving, A3: Site Furnishings, A5: Bleacher, A6: Lawn Sodding in Lieu of Seed, A7: Shrub and Tree Planting

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 \$ 1,038,210,000.00 , as 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, as defined in section 1-25 of the Standard Specifications ("Engineer"), shall present to the Contractor a statement, which may be in the form of a Project Progress Payment Application, 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 and execute the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for payment of ninety-five (95) percent of the amount in the statement 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. Contractor's written approval and execution of the statement shall contain a signed certification under penalty of perjury under the Laws of the State of California that all items, units, prices, and quantities listed in the monthly estimate are correct, and that all Work has been performed, and materials supplied in full accordance with the conditions of applicable laws, rules, and regulations, and the Contract Documents.
- C. No inaccuracy or error in said monthly statements or 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 statement, certificate, or estimate for payment.
- D. Contractor shall not be paid for any defective or improper Work.
- E. 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.

- F. 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.
- G. 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. PUBLIC WORKS REQUIREMENTS

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code

Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

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

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.

- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

8. PERFORMANCE AND PAYMENT BONDS

Contractor must provide a Performance Bond and a Payment Bond to the City, each for a sum equal to one-hundred percent (100%) of the Contract amount. Each Bond shall be executed by a surety insurer admitted and duly authorized to transact business in the State of California. If the amount of this Contract is increased, Contractor shall increase the amount of the Performance and/or Payment bond if and to the extent required by the City.

9. 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.

10. 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.

11. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 45 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.

12. 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.

13. 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.

14. 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.

15. 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.

## 16. 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 16, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

## 17. 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 \$1,000 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.

18. 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 18, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 18 shall survive any expiration or termination of the Contract.

19. 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.

20. 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.

## 21. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 21.

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.

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

### A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than two million dollars (\$2,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- (2) Automobile Liability Minimum Scope and Limits of Insurance Coverage.  
*(Check the applicable provision)*

X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.  
The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

\_\_\_\_\_ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

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

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

covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

(4) Workers' Compensation Minimum Scope and Limits of Insurance Coverage. (Check all applicable provisions)

Workers' Compensation Insurance is required 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 work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

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

B. 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 and non-contributory insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies will 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.

C. Waiver of Subrogation.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.

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 21 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 must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- (2) Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

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

- (3) Certificate Holder must be listed as:

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

- (4) 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 this Section 21.

22. 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 22.

23. 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.

#### 24. 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.

#### 25. EXTENSION OF TIME

If the Contractor complies with Section 24, 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.

26. 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.

27. 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.

28. 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).

## 29. 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 16 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.

### 30. 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 28 and 29 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

### 31. 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 30 above.

### 32. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 30 or Section 31 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.

### 33. 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.

### 34. REPRESENTATIVES OF THE PARTIES.

#### A. City Engineer.

- (1) The Engineer for this Contract is:

*Jeff Nittka/Associate Landscape Architect  
915 I st., 3<sup>rd</sup> Floor, Sacramento, CA 95814  
(916) 808-5996/jnittka@cityofsacramento.org*

- (2) All Contractor questions and correspondence pertaining to this Contract must be addressed to the Engineer. In the event the City hires a third-party consultant to assist with construction management, the Engineer may direct Contractor to copy such consultant on questions and correspondence, but such a request does not constitute a delegation of authority to the third-party consultant to serve as the Engineer (i.e., any

alterations, deviations, additions to, or deletions from the Work or any of the Contract Documents, must be authorized by the Engineer, not a third-party consultant, pursuant to a properly executed change order).

B. Contractor Representative.

(1) The Contractor Representative for this Contract is:

*Bruce Daseking/Vice President-Business Development  
1016 North Market Blvd. Sacramento, CA 95834  
(510) 732-7676/bdaseking@mcguireandhester.com*

(2) All City questions pertaining to the Contract shall be referred to the Contractor Representative. All correspondence to Contractor shall be addressed to the Contractor Representative.

C. Notice. Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given: (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Contract; or (iii) if transmitted by email, by the time stated on the intended recipient's email.

35. 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.

36. 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.

37. 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.

38. DEBARMENT CERTIFICATION

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

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

39. COMMUNITY WORKFORCE TRAINING AGREEMENT (*Check below if the engineer's estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by Contractor exceed \$1,000,000.*)

  X   The work to be completed under this Agreement is subject to the City's Community Workforce Training Agreement ("CWTA") and CWTA Program. A copy of the CWTA and summary of its requirements are attached hereto as Exhibit A.

Prior to executing this Agreement, Contractor has executed Addendum A to the CWTA. All subcontractors (listed or hired after the time of bid or award) must also execute Addendum A to the CWTA prior to performing any Work.

Contractor must include the provisions of this section, as well as a copy of Exhibit X, in every subcontract for Work covered by the CWTA.

Failure to sign and submit Addendum A shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A. Failure to satisfy the requirements of the CWTA and demonstrate a good faith effort to meet any Local Hire and Priority Apprentice Goals (if applicable), may result in a determination that the Contractor does not meet the City's minimum qualifications to bid on future projects for the City of Sacramento.

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 \_\_\_\_\_

BY Bruce W. Daseking  
Bruce W. Daseking (Mar 6, 2026 08:39:44 PST)  
\_\_\_\_\_  
Bruce W. Daseking

Print Name  
Bruce Daseking  
Title  
Executive Vice President-Business Dev.  
DIR Registration #  
1000000033  
Federal ID#  
94-1074934  
State ID#  
028-073708

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: Maraskeshia Smith, City Manager

Original Approved As To Form:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

**BID PROPOSAL GUARANTEE**

PRINCIPAL (Contractor legal name and business address)  <u>McGuire and Hester</u>  <u>1016 North Market Blvd., Suite 20 Sacramento, CA 95834</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>Western Surety Company</u>  <u>2121 N. California Blvd., Suite 760</u>  <u>Walnut Creek, CA 94596</u>	(agent name and phone number)  <u>Woodruff-Sawyer &amp; Co.</u>  <u>415-391-2141</u>  a corporation duly organized under the laws of the State of <u>South Dakota</u> and duly licensed to issue this bond as authorized by the State of California. California License No. <u>California Company ID #:0761-7</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:

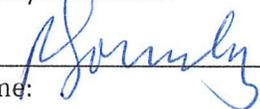
**Garcia Bend Soccer Field Improvements  
(PN: L19912700)  
Bid #B26191121021**

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: **McGuire and Hester**

Surety: **Western Surety Company**

By:   
Name: \_\_\_\_\_

By:   
Name: **Yvonne Roncagliolo**

Title: Randy C. Somerday  
**Vice President**

Title: Attorney-in-Fact

(Seal) Revised: 2020



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )

County of Sacramento )

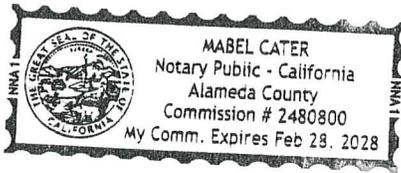
On February 9, 2026 before me, Mabel Cater, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Randy C. Somerday
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mabel Cater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Bid Bond Document Date 1/30/2026

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

Signer's Name Randy C. Somerday

- Corporate Officer—Title(s) Vice President
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

Signer's Name

- Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

Signer Is Representing McGuire and Hester

Signer Is Representing

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

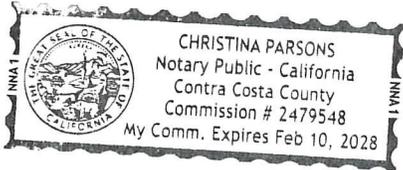
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Contra Costa }

On 1-30-2026 before me, Christina Parsons, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Yvonne Roncagliolo  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature CParsons  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Yvonne Roncagliolo

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

~~Signer's Name: \_\_\_\_\_~~

- ~~Corporate Officer – Title(s): \_\_\_\_\_~~
- ~~Partner –  Limited  General~~
- ~~Individual  Attorney in Fact~~
- ~~Trustee  Guardian or Conservator~~
- ~~Other: \_\_\_\_\_~~

~~Signer is Representing: \_\_\_\_\_~~

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munkawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.



WESTERN SURETY COMPANY

*Larry Kasten*

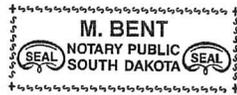
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of January, 2026.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**TO THE HONORABLE CITY COUNCIL, SACRAMENTO, CALIFORNIA:** In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

**Garcia Bend Soccer Field Improvements  
(PN: L19912700, Bid #B26191121021)**

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

Item No.	Item	QTY	Unit	Unit Price	Total
1	Site Clearing and Grubbing	1	LS	LUMP SUM	\$ 41,900 <sup>-</sup>
2	Site Staking	1	LS	LUMP SUM	\$ 8,930 <sup>-</sup>
3	Temporary Construction Fence	1	LS	LUMP SUM	\$ 8,910 <sup>-</sup>
4	Temporary Site Access	1	LS	LUMP SUM	\$ 6,580 <sup>-</sup>
5	Demolition	1	LS	LUMP SUM	\$ 14,600 <sup>-</sup>
6	Erosion and Sediment Control Measures	1	LS	LUMP SUM	\$ 14,100 <sup>-</sup>
7	Imported Topsoil	1	LS	LUMP SUM	\$ 7,650 <sup>-</sup>
8	Site Grading	1	LS	LUMP SUM	\$ 25,600 <sup>-</sup>
9	Electrical System Improvements	1	LS	LUMP SUM	\$ 66,000 <sup>-</sup>
10	Aggregate Base	1	LS	LUMP SUM	\$ 4,020 <sup>-</sup>
11	Concrete Flatwork	1	LS	LUMP SUM	\$ 7,570 <sup>-</sup>
12	Asphalt Paving	1	LS	LUMP SUM	\$ 5,790 <sup>-</sup>
13	Booster Pump Assembly	1	LS	LUMP SUM	\$ 59,300 <sup>-</sup>
14	Central Control System	1	LS	LUMP SUM	\$ 36,400 <sup>-</sup>
15	Automatic Irrigation System	1	LS	LUMP SUM	\$ 209,000 <sup>-</sup>
16	Lawn Sodding	1	LS	LUMP SUM	\$ 210,000 <sup>-</sup>
17	Lawn Overseeding	1	LS	LUMP SUM	\$ 22,000 <sup>-</sup>
18	Bark Mulch	1	LS	LUMP SUM	\$ 10,200 <sup>-</sup>
19	Landscape Weed Fabric	1	LS	LUMP SUM	\$ 2,790 <sup>-</sup>
20	Landscape Maintenance (60 Days)	1	LS	LUMP SUM	\$ 22,400 <sup>-</sup>
<b>BASE BID TOTAL</b>					<b>\$ 783,740<sup>-</sup></b>

**ADDITIVE ALTERNATES BID ITEMS**

Item No.	Item Description	QTY	Unit	Unit Price	Total
A1	Small Soccer Field	1	LS	LUMP SUM	\$ 98,400 <sup>-</sup>
A2	Walkway and Bleacher Concrete Paving	1	LS	LUMP SUM	\$ 23,400 <sup>-</sup>
A3	Site Furnishings	1	LS	LUMP SUM	\$ 35,400 <sup>-</sup>
A4	Electrical for Future Items	1	LS	LUMP SUM	\$ 41,790 <sup>-</sup>
A5	Bleacher	1	LS	LUMP SUM	\$ 9,930 <sup>-</sup>
A6	Lawn Sodding in Lieu of Seed	1	LS	LUMP SUM	\$ 77,700 <sup>-</sup>
A7	Shrub and Tree Planting	1	LS	LUMP SUM	\$ 9,640 <sup>-</sup>

ADDITIVE ALTERNATE TOTAL \$296,260-

GRAND TOTAL \$1,080,000-

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. It is understood that this Bid Proposal is based upon completion of the Work within a period of {45 WORKING DAYS FOR CONSTRUCTION AND 60 CALANDER DAYS FOR PLANT ESTABLISHMENT PERIOD}, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contract workdays will start immediately on the date of the Notice to Proceed. Attached is a sample of a 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 **One Thousand Dollars (\$1,000)** 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. **By signing, it is also understood that all labor compliance requirements must be met by all contractors, sub-contractors, and sub-tier contractors before any payment can be made. Failure to meet the labor compliance requirements will result in your pay request or invoice being rejected. No payment shall be made by the City until full compliance has been met. Partial payments/partial withholdings will not be authorized.** Work under these Special Provisions shall be performed by qualified personnel experienced in work described herein. The Contractor and/or its subcontractor shall possess current and active licenses issued by the California Contractors State License Board for **GENERAL ENGINEERING CONTRACTOR A AND C-27 LINCENSED CONTRATOR** at the time of the bid submittal and throughout the construction period. Any cited violations or pending violation investigations by the California Contractors State Licensing Board within three years prior to the date of the bid submittal shall be fully disclosed in the bid.

CLASS **GENERAL A** LICENSE # 95879  
 Name: McGuire and Hester  
 Address: 1016 North Market Blvd., Suite 20  
 Sacramento, CA 95834  
 Issue Date: 7/10/1947 Expiration Date: 11/30/2027

CLASS **C27** LICENSE # 95879  
 Name: McGuire and Hester  
 Address: 1016 North Market Blvd., Suite 20  
 Sacramento, CA 95834  
 Issue Date: 7/10/1947 Expiration Date: 11/30/2027

**CWTA REQUIREMENTS**

{IF PROJECT IS SUBJECT TO CWTA INSERT THE FOLLOWING LANGUAGE, IF NOT REMOVE IT}

**CWTA IFB Language – Estimate Over \$1Million**

This project is subject to the requirements of the City's Local Hire and Community Workforce Training Program and the City's Community Workforce Training Agreement (CWTA). A copy of the CWTA and a summary of its requirements (CWTA Summary) is provided in Exhibit D to this solicitation. By submitting a bid, the Contractor acknowledges that it has read and understands all the requirements, terms, and conditions of the CWTA and CWTA Summary, and has included all costs associated with compliance with the CWTA in its bid. The Contractor and all listed subcontractors must execute Addendum A to the CWTA ("Agreement to be Bound") and provide an executed original to the City before the contract can be awarded. Each subcontractor for Work covered by the CWTA hired after the time of bid or after contract award, must also execute Addendum A to the CWTA. No subcontractor may perform Work prior to executing Addendum A and providing the executed original to the City. **Contractor must include the provisions of this section, as well as a copy of the CWTA and the CWTA Summary, in every subcontract for Work covered by the CWTA.** By submitting a bid, Contractor represents that the Contractor and all its subcontractors performing Work covered by the CWTA will execute the Addendum A if awarded the contract. The failure to sign and submit Addendum A by any subcontractor, shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A. The failure to satisfy any requirements of the CWTA, including the requirements to submit an Addendum A and demonstrate a good faith effort to meet the Local Hire and Priority Apprentice Goals, may result in a determination that the Contractor does not meet the City's minimum qualifications to bid on future projects for the City of Sacramento.

**DETERMINATION OF LOW BIDDER**

The determination of the low bidder will be based on the base bid and all additives, if any. However, the contract award may not include any of the additives. The City reserves the right to select which additives, if any, to include in the contract award in addition to the base bid work. If an additive is an alternative to a bid item and the additive is to be awarded, the contract amount will be based on the additive price instead of the base bid item price. In determining the amount bid by each bidder,

the City may disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures. The City Council may reject any and all bids and waive any informalities or minor irregularities in the bids. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work. If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be deemed non-responsive. The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents. The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

**CONTRACTOR TO COMPLETE AND SIGN:**

**BID BOND**

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal. **Amount of Bid Proposal Guarantee Enclosed:**  
*(must not be less than 10% of the total bid amount including alternates)*

\$ 10% Bid Bond

\$ \_\_\_\_\_ Certified Check

\$ \_\_\_\_\_ Cashier's Check

\$ \_\_\_\_\_ Money Order

\$ \_\_\_\_\_ Other \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT**

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

Addendum 1 Addendum \_\_\_\_\_ Addendum \_\_\_\_\_

Addendum \_\_\_\_\_ Addendum \_\_\_\_\_ Addendum \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

*Randy C. Somerday*  
Randy C. Somerday, Vice President

**PRIME CONTRACTOR INFORMATION**

Legal Business Name:

McGuire and Hester

Business Address: 1016 North Market Blvd., Suite 20  
Sacramento, CA 95834

Phone: (916) 372-8910

Email: sacestimating@mcguireandhester.com

*Print or type clearly - results will be emailed*

**PRIME CONTRACTOR - TYPE OF BUSINESS**

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership. Check one:

Individual

Partnership

Corporation

Limited Liability Company

Other \_\_\_\_\_

**PRIME CONTRACTOR LICENSES & TAX INFORMATION**

Contractors State License #: 95879 Expiration: 11/30/2027  
*(must be valid at time of bid)*

DIR Registration #: 1000000033 Expiration: 6/30/2028  
*(must be valid at time of bid)*

City of Sacramento Business Operation Tax #: 127456  
*(must be valid prior to award of contract)*

BOTC Expiration: 12/30/2026

State Tax ID# 028-0737-8 Federal Tax ID # 94-1074934

**THIS BOX FOR CITY USE ONLY  
CITY CLERK TO FILL OUT**

**Bid Bond Security Received:**

Properly Signed  
 Not Included

Improperly Signed

**Type of Deposit Received:**

Bid Bond  Certified Check  
 Cashier's Check  Money Order  
 Other \_\_\_\_\_

**BY:** \_\_\_\_\_  
**SIGNATURE**

Randy C. Somerday, Vice President  
\_\_\_\_\_  
**Signers Title**

McGuire and Hester  
\_\_\_\_\_  
**Print or Type Signers Name**

February 11, 2026  
\_\_\_\_\_  
**Date**

# 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,<sup>1</sup> where either the engineer's estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project exceeds One Million Dollars (\$1,000,000). All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value of the Project.

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

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<sup>1</sup> 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 Apprentices 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  
Assistant City Manager Francesca Lee Halbakken for  
City Manager Howard Chan

Date: Nov. 9, 2018

Approved as to form:

Jennifer V. Goro  
City Attorney

Date: Nov. 9, 2018

Attested to by:

[Signature]  
City Clerk

Date: 11/5/2018

SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL,  
AFL-CIO COUNCIL



Date: 11/09/2018

Name:

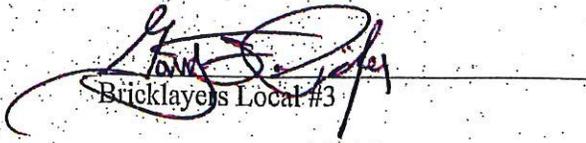
Executive Director

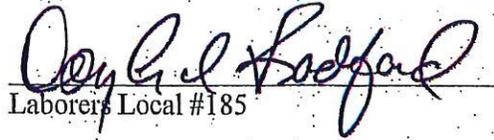
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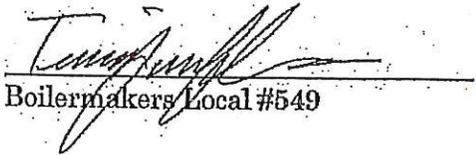
UNIONS

  
Asbestos Workers Local #16

  
Iron Workers Local #118

  
Bricklayers Local #3

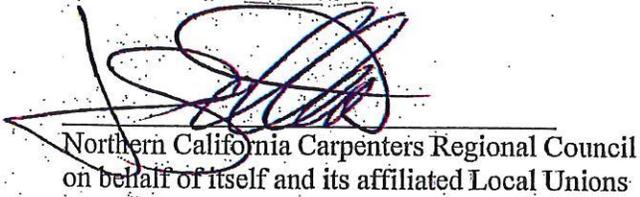
  
Laborers Local #185

  
Boilermakers Local #549

  
Operating Engineers Local #3

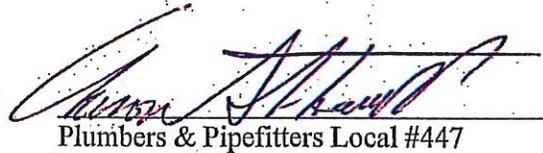
  
Cement Masons Local #400

  
Plasterers & Cement Masons Local #300

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

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

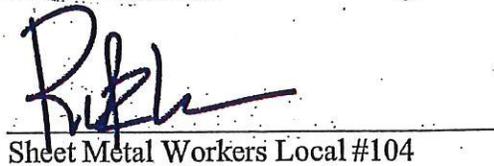
  
District Council #16 International  
Union of Painters & Allied Trades

  
Plumbers & Pipefitters Local #447

  
Elevator Constructors Local #8

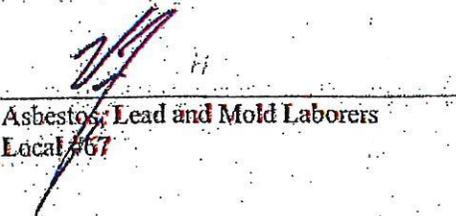
  
Roofers Local #81

  
International Brotherhood of Electricians  
Local #340

  
Sheet Metal Workers Local #104

  
Sprinkler Fitters Local #669

  
Teamsters Local #150

  
Asbestos, Lead and Mold Laborers  
Local #67

**Addendum A**

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

**AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Sacramento Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto.

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article XI of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
(Name of Contractor Representative)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
CSLB # or Motor Carrier Permit

## **LABOR COMPLIANCE REQUIREMENTS**

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Patricia Saylor at [PSaylor@shconsultants.org](mailto:PSaylor@shconsultants.org).

Each contractor and subcontractor (at all levels/tiers) is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by, the City of Sacramento.

Electronic submittal will be through a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system, currently LCPTracker.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. It is the responsibility of the contractor and subcontractors to manually enter their data into LCPTracker if their payroll system doesn't transfer directly to LCPTracker, meeting the required deadlines for those documents.

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

**All labor compliance requirements must be met by all contractors, sub-contractors, and sub-tier contractors. Failure to meet the labor compliance requirements will result in your pay request or invoice being rejected. No payment shall be made by the City until full compliance has been met. Partial payments/partial withholdings will not be authorized.**

**Garcia Bend Soccer Field Improvements**  
**(PN: L19912700)**  
**Bid #B26191121021**



*This form must be signed by the Prime Contractor and all subcontractors.*

**Public Works Contractor Responsibilities**

- Register as a public works contractor prior to bidding or working on this project
- Pay prevailing wages
- Follow apprenticeship requirements
- Maintain and submit certified payroll records

Pursuant to Labor Code Section 1776 (h), the City of Sacramento will impose penalties of \$100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given), even if the information you eventually submit is found to be correct. All requested documentation must be uploaded to LCPtracker.

**Prevailing Wage Requirements**

- **State Prevailing Wage Determinations** <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>  
\* **Single asterisk** indicates that this wage determination can be used for the life of the contract.  
\*\***Double asterisk** indicates that this wage determination includes predetermined increases.
- All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of \$25 per day per worker. *References: Labor Code 1810-1815*
- Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- When required, shift differential rates must be paid for classifications which include a shift determination.
- Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll. The contractor must make applicable travel and subsistence payments in accordance with Department of Industrial Relations wage determinations. *Reference: Labor Code 1773.1*
- Prevailing wage determinations and other job site postings are mandatory to be posted at the job site for workers review. *Reference: Labor Code 1773.2* <https://www.dir.ca.gov/wpnodb.html>
- Contractors violating prevailing wage requirements are subject to a penalty of up to \$200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *Reference: Labor Code 1775*

**Apprenticeship Requirements**

<https://www.dir.ca.gov/Public-Works/Apprentices.html>  
<https://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>  
<https://www.dir.ca.gov/DAS/PublicWorksForms.htm>

- **DAS140** - Submit contract award information for each craft required on the project using the [DAS 140 form](https://www.dir.ca.gov/DAS/DASForm140.pdf) <https://www.dir.ca.gov/DAS/DASForm140.pdf> The DAS140 must be submitted to the applicable committee(s) **within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project.** This form must be uploaded to LCPtracker with proof of service. Proof of service must be certified mail or email receipt only.

- If you are approved to train apprentices, you must send the contract award information to your apprenticeship committee.
- If you are not approved to train apprentices, you must send the DAS 140 to [EVERY apprenticeship committee in the geographic area of the public works project](#) that can supply apprentices to the site of the public works project.
- **DAS 142** - Contact the applicable apprenticeship committee to request apprentices for each craft or trade on your project using the [DAS 142 form](#). <https://www.dir.ca.gov/DAS/DASForm142.pdf> The form must be submitted **at least three business days before apprentices are required**. This form must be uploaded to LCPTracker with proof of service. Proof of service must be certified mail or email receipt only.
- **Employ apprentices in the correct ratio.** Be sure to employ one hour of apprentice work for every five hours performed by a journeyman level worker. Complaints or violations regarding apprentice ratios will be referred to the DAS. *Reference CCR 16434 (c).*
- **Proof of registration in a California approved apprenticeship program** is required for all apprentices and must be uploaded to LCPTracker with the first payroll on which the apprentice appears. Once uploaded, you must request an apprentice approval from the City's Labor Compliance Officer before your payroll can be submitted. <https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp> *Reference: Labor Code 1777.5*
- **CAC2** - Make [training fund contributions](#) in the amount established in the prevailing wage rate – either to the applicable apprenticeship committee, or the [California Apprenticeship Council \(CAC\)](#). <https://www.dir.ca.gov/DAS/tf/cac2.asp> Training Fund Contributions are **due on the 15th of each month**. This form must be uploaded to LCPTracker.
- **Proof of Training Fund Contributions** - Proof of training fund payment must be uploaded to LCPTracker and is **due on the 15th of the following month**. Acceptable proof is a Union status letter, copy of cashed check (front and back) or a letter from the CAC. The letter from the CAC can be obtained by visiting <https://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html>

## **Certified Payroll Records**

- **Certified Payroll Reports (CPR's)** Contractors and subcontractors are required to submit CPR's to the City using LCPTracker and to the Labor Commissioner using DIR's electronic certified payroll reporting system. Payroll must be at least bi-weekly, and CPR's are **due within ten (10) days of pay period end date**. CPR's shall contain the same information for compliance with LC § 1776. <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>
- **Non-Performance Payroll Report** If there is five or more consecutive non-workdays within any single pay period you must submit a non-performance CPR. Payroll must be at least bi-weekly and Non- Performance CPR's are **due within ten (10) days of pay period end date**.
- **Fringe Benefit Statement:** A fringe benefit statement breaking down fringes paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change**. If paying to a program, list the program information. Documentation that the amount stated on the fringe benefit statement is being paid on the employees' behalf may be requested for validation.
- **Other Deductions** –Any “other deductions” listed on a CPR needs to be explained on the CPR and must be expressly authorized in writing by the employee. Letter of deduction authorization must be uploaded to LCPTracker. If a court order mandates the deductions, upload a copy of the order to LCPTracker.

## **Use and Listing of Subcontractors & Suppliers**

The prime contractor is responsible for work performed and compliance met by all subcontractors. The Prime Contractor shall perform with its own organization and with the assistance of workers under its immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work in the contract.

The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors (including concrete deliveries) who will perform work in excess of one-half of one percent of the total bid amount or \$10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. **The prime must use those subs as listed at bid time unless a written substitution is requested and approved in writing by the Contracts Specialist and Project Manager before substitution.** *References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work*

Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. *Reference: Public Contract Code 4110-4111*

- **PW300** All contractors, subcontractors, sub-tier contractors (including concrete delivery companies) are required to submit a PW300 form **prior to start of work** listing all their subcontractors and suppliers hired to perform work or supply product for the project. Anytime a change is made a new PW300 form must be submitted.

### **Pay Requests**

The City will draft monthly pay request on the 20<sup>th</sup> of each month for work performed thru the 20<sup>th</sup> of each month. The City inspector will meet with the contractor to agree on quantities for work performed thru the 20<sup>th</sup> of each month. The City inspector will fill in the quantities agreed upon, have the contractor sign the draft and the inspector will sign the draft. The City inspector will return the draft to the Contracts & Compliance Specialist for labor compliance review no later than the 25<sup>th</sup> of each month. If labor compliance is required and has not been met, the Labor Compliance Officer will email the contractor with a list of deficiencies that must be resolved before payment can be approved. **By signing below, it is understood that all labor compliance requirements must be met by all contractors, sub-contractors, and sub-tier contractors and failure to meet the labor compliance requirements will result in your pay request or invoice being rejected. No payment shall be made by the City until full compliance has been met. Partial payments/partial withholdings will not be authorized.** Once labor compliance has been cleared, upon approval by the Labor Compliance Officer, a final pay request will be routed by the City for signatures and processing. The Labor Compliance Officer will upload a copy of the final signed pay request to LCPTracker.

### **Completion of Project**

- **Form 264** The Contractor Notification of Completion must be uploaded into LCPTracker. This form is **due at the end of the project** once all punch list items have been completed and the NOC has been requested to be filed.

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

\_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
**Contractor Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

*All of the forms discussed in this document can be found in LCPTracker under the eDocuments tab.*



## Prevailing Wages

You must be paid not less than the wage rates listed in the Department of Industrial Relations wage decisions posted with this notice for the work you perform.

## Overtime

You must be paid not less than the overtime rates listed in the Department of Industrial Relations wage decisions posted with this notice for the work you perform.

## Enforcement

Contract payment can be withheld to ensure workers receive wages and overtime pay due. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

## Apprentices

Apprentice rates apply only to apprentices properly registered under the State of California apprenticeship programs.

## Who to Call for Questions

If you do not receive proper pay for the work you perform, or require further information on the applicable wages, contact the Labor Compliance Officer listed below:

**For Labor Compliance Questions or Concerns for the above referenced project, please contact:**

**Rachel Trujillo**  
**Contract and Compliance Specialist**  
Park, Planning, and Development Services  
Department of Youth, Parks & Community Enrichment  
City of Sacramento  
p. (916) 808-6020  
e. [rtrujillo@cityofsacramento.org](mailto:rtrujillo@cityofsacramento.org)

**This notice must be posted on the job site at all times with the required job postings and DIR wage determinations associated with this project.**

**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

<b>Prime Contractor Name</b>	McGuire and Hester
<b>(REQUIRED) Prime Contractor DIR Registration #</b>	1000000033

<b>Business Name</b>	FTG CONSTRUCTION MATERIALS INC	<b>Subcontractor or Supplier?</b> (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
<b>CSLB/Professional License#</b>		<b>DIR Registration#</b> (10 digits)	1000033532
<b>Address</b>	PO BOX 1508 Lodi, CA 95241	<b>Does this subcontractor or supplier qualify as an LBE?</b>	NO
<b>City, State, Zip</b>	Lodi, CA 95241	<b>Estimated dollar value of work, services or materials to be performed of provided</b>	\$ 6,960-
<b>Contact Person</b>	JUSTIN SERPA	<b>Type of Work, Services, or Materials to be provided to complete contract.</b>	
<b>Email Address</b>	JUSTIN@FTGMATERIALS.COM		
<b>Phone</b>	209-334-2112		

<b>Business Name</b>	AI TRUCKING SERVICES INC	<b>Subcontractor or Supplier?</b> (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
<b>CSLB/Professional License#</b>		<b>DIR Registration#</b> (10 digits)	200006197
<b>Address</b>	29292 S. TRACY BLVD TRACY, CA 95377	<b>Does this subcontractor or supplier qualify as an LBE?</b>	NO
<b>City, State, Zip</b>	TRACY, CA 95377	<b>Estimated dollar value of work, services or materials to be performed of provided</b>	\$ 6,420-
<b>Contact Person</b>	TIM LEE	<b>Type of Work, Services, or Materials to be provided to complete contract.</b>	
<b>Email Address</b>	BIDS@AITRUCKINGSYS.COM		
<b>Phone</b>	209-706-1581		

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.

	Randy C. Somerday, Vice President	2/11/2026	\$ 1,080,000-
<b>McGuire and Hester</b> Signature (Principal of Firm)		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 9% 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 9% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

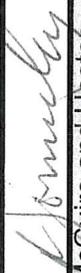
COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	McGuire and Hester
(REQUIRED) Prime Contractor DIR Registration #	1000000033

Business Name	A-G SOD FARMS INC	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#	648627	DIR Registration# (10 digits)	1000026007
Address	12750 GUARD RD	Does this subcontractor or supplier qualify as an LBE?	NO
City, State, Zip	LODI, CA 95242	Estimated dollar value of work, services or materials to be performed if provided	\$ 204,037-
Contact Person	CHRIS BURGER	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	CBURGER@AGSOD.COM		
Phone	800-588-6882		
SOD & OVERSEEDING			

Business Name	BOCKMAN & WOODY ELECTRIC CO INC	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#	588308	DIR Registration# (10 digits)	1000002789
Address	1528 EL PINAL DR	Does this subcontractor or supplier qualify as an LBE?	NO
City, State, Zip	STOCKTON, CA 95201	Estimated dollar value of work, services or materials to be performed if provided	\$ 62,300-
Contact Person	GARY WOODY	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	ARLENE@BOCKMANWOODY.COM		
Phone	209-464-4878		
ELECTRICAL			

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 submittted 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.

Signature		Date	2/11/2026
McGuire and Hester Signature (Principal of Firm)	Randy C. Somerday, Vice President	Total Bid Amount (including additive alternates if applicable)	\$ 1,080,000-



## Contractor's License Detail for License # 588308

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

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/17/2026 12:31:07 PM

### Business Information

BOCKMON & WOODY ELECTRIC CO INC  
1528 EL PINAL DRIVE  
STOCKTON, CA 95205  
Business Phone Number:(209) 464-4878

**Entity** Corporation  
**Issue Date** 02/13/1990  
**Expire Date** 02/29/2028

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

- ▶ [C10 - ELECTRICAL](#)
- ▶ [A - GENERAL ENGINEERING](#)

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

**Bond Number:** SC944616

**Bond Amount:** \$25,000

**Effective Date:** 01/01/2023

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

- ▶ The qualifying individual NICHOLAS JOHN WOODY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.  
**Effective Date:** 01/04/2023
- ▶ The qualifying individual GARY MICHAEL WOODY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.  
**Effective Date:** 05/30/2023

This license has workers compensation insurance with the [ZURICH AMERICAN INSURANCE COMPANY](#)

**Policy Number:** WC110086708

**Effective Date:** 03/01/2025

**Expire Date:** 03/01/2026

[Workers' Compensation History](#)

**Workers' compensation classification code(s):**

5140 - Electrical Wiring-high wage

5190 - Electrical Wiring-low wage

6325 - Conduit Construction/Underground Wiring

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

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

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1000000033 - MCGUIRE AND HESTER

## Customer Account Lookup

PWCR

Contractor Status

CSLB

Business Phone

5109244199

Ext

Registration Start Date

2025-07-01

Legal Entity Name

MCGUIRE AND HESTER

Doing Business As (DBA)

MCGUIRE AND HESTER

Business Structure

Corporation - S corp

President

Brock N Grunt

Email

mrizwan@mcguireandhester.com

Registration End Date

2028-06-30

Crafts

Parking/Highway/Improvement Parking and Highway Improvement Painter (Laborer)

Laborer and Related Classifications (Building Construction)

Parking and Highway Improvement Painter (Painter) Landscape/Irrigation Laborer/Tender

PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK) LABORER

Operating Engineer (Heavy and Highway Work) Cement Mason

Laborer and Related Classifications Carpenter and Related Trades Carpenter

Teamster (Work on a construction site)

Pile Driver (Carpenter)

## Address

Mailing Address

2810 HARBOR BAY PARKWAYSUITE B

Mailing Address - City

ALAMEDA

Mailing Address - State

CA

Mailing Address - Zip

94502

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

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1000002789 - Bockmon & Woody Electric Co.

## Customer Account Lookup

PWCR

Contractor Status

CSLB

## Business Phone

2094644878

## Ext

## Registration Start Date

2024-07-01

## Legal Entity Name

Bockmon & Woody Electric Co.

## Doing Business As (DBA)

Bockmon & Woody Electric Co.

## Business Structure

Corporation - C corp

## President

NICK WOODY/GARY M. WOODY

## Email

nick@bockmonwoody.com

## Registration End Date

2027-06-30

## Crafts

OPERATING ENGINEER (BUILDING CONSTRUCTION)

Laborer and Related Classifications (Building Construction) Electrician

## Address

### Mailing Address

1528 EL PINAL DR.

Mailing Address - City

STOCKTON

Mailing Address - State

California (CA)

Mailing Address - Zip

95205

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

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1000033532 - FTG CONSTRUCTION MATERIAL INC

## Customer Account Lookup

PWCR

Contractor Status

CSLB

Business Phone

209-334-2112

Ext

Registration Start Date

2025-07-01

Legal Entity Name

FTG CONSTRUCTION MATERIAL INC

Doing Business As (DBA)

FTG

Business Structure

Corporation - C corp

President

ANTHONY J. ALEGRE

Email

micki@alegretrucking.com

Registration End Date

2026-06-30

Crafts

Driver (On/Off-Hauling to/from Construction Site)

## Address

Mailing Address

5112 W HIGHWAY 12

Mailing Address - City

LODI

Mailing Address - State

CA

Mailing Address - Zip

95242

Mailing Address - Country

United States

Physical Address

PO BOX 1508

Physical Address - City

LODI

Physical Address - State

CA

Physical Address - Zip

95241-1508

Physical Address - Country

United States

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2000006197 - A1 TRUCKING SERVICES INC

## Customer Account Lookup

PWCR

Contractor Status

CSLB

Business Phone

2097021581

Ext

Registration Start Date

2024-11-01

Legal Entity Name

A1 TRUCKING SERVICES INC

Doing Business As (DBA)

A1 TRUCKING SERVICES INC

Business Structure

Corporation - S corp

President

HARRY RANDHAWA

Email

bids@a1truckingsvs.com

Registration End Date

2026-06-30

Crafts

Driver (On/Off-Hauling to/from Construction Site)

Teamster (Applies only to work on the construction site)

**Address**

Mailing Address

1941 JACKSON STSTE 9

Mailing Address - City

OAKLAND

Mailing Address - State

California

Mailing Address - Zip

94612

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

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## Contractor's License Detail for License # 648627

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

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/17/2026 12:27:34 PM

### Business Information

A-G SOD FARMS INC  
2900 ADAMS STREET SUITE C-120  
RIVERSIDE, CA 92504  
Business Phone Number:(951) 687-7581

**Entity** Corporation  
**Issue Date** 06/25/1992  
**Expire Date** 06/30/2026

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

C27 - LANDSCAPING

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [OHIO CASUALTY INSURANCE COMPANY \(THE\)](#).

**Bond Number:** 476840C

**Bond Amount:** \$25,000

**Effective Date:** 01/01/2023

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

The qualifying individual JOHN WILLIAM ADDINK certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 06/25/1992

This license has workers compensation insurance with the [STARSTONE NATIONAL INSURANCE COMPANY](#)

**Policy Number:** T10251046

**Effective Date:** 04/06/2025

**Expire Date:** 04/06/2026

[Workers' Compensation History](#)

**Workers' compensation classification code(s):**

0005 - Nurseries-propagation/cultivation

8810 - Clerical Office Employees

8742 - Salespersons-Outside

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

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

Other

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

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**Information for Parcel:**  
225-0944-102-0000

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**PROPERTY INFORMATION**

Assessor Parcel # 22509441020000

Address 1016 N MARKET BLVD

Postal City, Zip SACRAMENTO 95834

Jurisdiction Unincorporated Area of Sacramento County

County Supervisor Phil Serna - District 1 (<https://bos.saccounty.gov/district1>)

Assessor Roll Status ACTIVE

Assessor's Map  Assessor's Map Bk.225, Pg.094 (/GISWebService/api/gisapps/AssessorMapImage/225094)

**PROPERTY TAX BILL**

[View Online Property Tax Bill \(https://eproptax.saccounty.gov/#security\)](https://eproptax.saccounty.gov/#security)

Tax Rate Area Code  83-010





## Contractor's License Detail for License # 95879

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

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/17/2026 11:34:33 AM

### Business Information

MC GUIRE AND HESTER  
9009 RAILROAD AVENUE  
OAKLAND, CA 94603  
Business Phone Number:(510) 632-7676

**Entity** Corporation  
**Issue Date** 07/10/1947  
**Expire Date** 11/30/2027

### License Status

**This license is current and active.**

All information below should be reviewed.

### Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [C21 - BUILDING MOVING, DEMOLITION](#)
- ▶ [B - GENERAL BUILDING](#)
- ▶ [C31 - CONSTRUCTION ZONE TRAFFIC CONTROL](#)
- ▶ [C27 - LANDSCAPING](#)

### Certifications

- ▶ [HAZ - HAZARDOUS SUBSTANCES REMOVAL](#)

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

**Bond Number:** 9029302

**Bond Amount:** \$25,000

**Effective Date:** 01/01/2023

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **100681634** for BROCK N GRUNT in the

amount of **\$25,000** with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

**Effective Date:** 01/01/2023

[BQI's Bond History](#)

This license has workers compensation insurance with the [ACE AMERICAN INSURANCE COMPANY](#)

**Policy Number:**54303065

**Effective Date:** 07/01/2025

**Expire Date:** 07/01/2026

[Workers' Compensation History](#)

**Workers' compensation classification code(s):**

22667 - Description Unavailable

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

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

Other

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

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BUSINESS OPERATIONS TAX

# Looking for a Business



Looking for a business within the City of Sacramento? Use the search tool below to search for a business by the business description.

## Search the BOT database

Enter the value you want to search for then click on the Search Business button. (Only the first 25 accounts will show.) information, please see the [Open Data BOT Information dataset](#).

**SITE NAVIGATION**

- Business Operations Tax
  - Looking for a Business**
  - Business Improvement Area
  - Cannabis Business Tax
  - Different Types of Businesses
  - Renew Your Business Operations Tax Account

Search By: Account Number ▼

Enter value to search 127456

Search Business

## BUSINESS OPERATION TAX INFORMATION

Business Name	Business Description	Close Date	Action
MCGUIRE & HESTER	Architects & Engineers		<span style="border: 1px solid black; padding: 2px;">Business Detail</span>

Account Number	127456
Business Name	MCGUIRE & HESTER
Business Description	Architects & Engineers
Business Start Date	2/10/2003
Close Date	
Current Expire Date	12/31/2026
Current License Status	Active
Location Street Number	9009
Location Direction	
Location Street Name	RAILROAD
Location Street Type	AVE
Location Unit	
Location City	OAKLAND
Location State	CA
Location Zip code	94603 - 1245
Mail Street Number	9009
Mail Street Direction	
Mail Street name	RAILROAD
Mail Unit	
Mail City	OAKLAND
Mail State	CA
Mail Zip code	94603 - 1245
Primary Phone number	(610) 632-7676
Principal Owner First name	BROCK
Principal Owner Last Name	GRUNT
Mail Street Type	AVE

Return to Close Date



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# LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

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

## 1. LBE FIVE PERCENT (5%) PARTICIPATION

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

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level. To qualify for this requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Detailed information about this program can be found at <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

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

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
  - a. The LBE's principle business office or workspace; or
  - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

### A. LOCAL BUSINESS ENTERPRISE (LBE)

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

**YES** - the firm submitting the bid is qualified as a local business enterprise.

**SUBCONTRACTING** - The firm submitting the bid is qualified by utilizing subcontractors or sub-tier suppliers who qualify as local business enterprises.\*

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

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

City of Sacramento: 127456 / County of Sacramento: GNB32015-01640

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

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

1016 North Market Blvd., Suite 20

Sacramento, CA 95834

\* If utilizing subcontractors to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Verification Form** found at <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances> must be submitted with your proposal.

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

**Garcia Bend Soccer Field Improvements  
(PN: L19912700)  
Bid #B26191121021**

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

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

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
  
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: 03/02/26

Contractor McGuire and Hester

By  \_\_\_\_\_  
Signature

**NOTICE REGARDING ASSEMBLY BILL 626**

Assembly Bill 626 (AB 626), signed into law September 29, 2016, established a new claim resolution process for public works project contracts entered into on or after January 1, 2017. AB 626 is codified in Section 9204 of the California Public Contract Code. Section 9204 remains in effect until January 1, 2020, and as of that date will be repealed unless another statute extends or deletes this sunset date.

Public Contract Code Section 9204 applies to any “claim,” as defined in Section 9204, which is presented by the Contractor to the City. Section 9204 defines a “claim” as a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; (2) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (3) payment of an amount that is disputed by the City.

If Contractor presents a claim to the City in accordance with the provisions of Public Contract Code Section 9204 (hereafter referred to as a “Claim”), the process specified in Section 9204 will be followed, and the provisions of Section 4-8 (Disputed Claims) and Section 4-9 (Review by Claim Review Committee and Issuance of Decision by Department Director) of the City’s Standard Specifications for Public Construction will not apply to the Claim. Contractor’s Claim shall comply with the provisions of Section 4-7 (Notice of Claims for Additional Compensation or Damages) of the City’s Standard Specifications or Contractor shall give a separate written notice of potential claim that complies with the requirements specified in Section 4-7, except in any case where compliance with the requirements specified in Section 4-7 would conflict with Public Contract Code Section 9204.

Subsection (e) of Public Contract Code Section 9204 requires that the text of Section 9204 or a summary be set forth in the plans or specifications for any public works project that may give rise to a claim under Section 9204.

The full text of Public Contract Code Section 9204 is as follows:

**9204.**

*(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.*

*(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.*

*(c) For purposes of this section:*

*(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:*

*(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.*

*(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.*

*(C) Payment of an amount that is disputed by the public entity.*

*(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.*

*(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.*

*(B) "Public entity" shall not include the following:*

*(i) The Department of Water Resources as to any project under the jurisdiction of that department.*

*(ii) The Department of Transportation as to any project under the jurisdiction of that department.*

*(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.*

*(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.*

*(v) The Military Department as to any project under the jurisdiction of that department.*

*(vi) The Department of General Services as to all other projects.*

*(vii) The High-Speed Rail Authority.*

*(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.*

*(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.*

*(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.*

*(B) The claimant shall furnish reasonable documentation to support the claim.*

*(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the*

*claimant a written statement identifying the disputed portion and the undisputed portion.*

*(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.*

*(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.*

*(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.*

*(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.*

*(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.*

*(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.*

*(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.*

*(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.*

*(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.*

*(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.*

*(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the*

*commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.*

*(g) This section applies to contracts entered into on or after January 1, 2017.*

*(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.*

*(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.*

**NOTE: AB 456 EXTENDS THE OPERATION OF THIS CLAIM RESOLUTION PROCESS UNTIL JANUARY 1, 2027**

## Ban-the-Box Requirements

### BAN-THE-BOX REQUIREMENTS

#### INTRODUCTION

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

#### APPLICATION

##### “City Contract”

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

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

##### “Covered Employer”

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

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

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

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

### Exceptions

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

### **COMPLIANCE**

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

### **VIOLATIONS AND MONITORING**

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

### **DECLARATION OF COMPLIANCE**

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

### **ADDITIONAL INFORMATION**

For a complete description of the Ban-the-Box Ordinance provisions related to City contracts, refer to the Ban-the-Box Ordinance, codified at Sacramento City Code Chapter 3.62. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).

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

## Assembly Bill No. 456

### CHAPTER 489

An act to amend Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor October 3, 2019. Filed with Secretary of State October 3, 2019.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 456, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law establishes, until January 1, 2020, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project against a public entity, as defined. Existing law defines a claim for these purposes as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would extend the operation of this claim resolution process until January 1, 2027.

*The people of the State of California do enact as follows:*

SECTION 1. Section 9204 of the Public Contract Code is amended to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a

contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

O



**Garcia Bend Soccer Field Improvements  
(PN: L19912700)  
Bid #B26191121021**

**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:**

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

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?

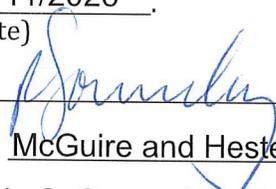
**NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.**

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 Sacramento, CA, on 2/11/2026.  
(Location) (Date)

Signature: 

Print name: McGuire and Hester

Title: Randy C. Somerday, Vice President

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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574  
DATE ADOPTED: July 31, 2007

**MCGUIRE AND HESTER**

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**Garcia Bend Soccer Field Improvements  
(PN: L19912700)  
Bid #B26191121021  
Addendum No. 1**

February 9, 2026

**To all Potential Bidders:**

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

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

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

Respectfully,



Rachel Trujillo  
Contract & Compliance Specialist

Enclosure

**Garcia Bend Soccer Field Improvements  
(PN: L19912700)  
Bid #B26191121021  
Addendum No. 1**

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**ITEM 1**      **Answers to questions received up to February 4, 2026. (Attached). Answers to questions released on PlanetBids on February 9, 2026.**

**ITEM 2**      **Special Provisions/Specifications:**

**DELETE: Special Provisions**

**INSERT: Special Provisions for Addendum No. 1. (Attached).**

**INSERT: Storm Water Pollution Prevention Program (SWPPP)(Attached).**

**ITEM 3**      **Plans:**

**DELETE: L3, L3.1, L4, L4.1, L5.1, E6.**

**INSERT: Plan Sheets for Addendum No. 1: L3, L3.1, L4, L4.1, L5.1, E6.  
(Attached).**

## Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

“Certified C&D sorting facility” means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

“Construction and demolition debris” or “C&D debris” means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

“Divert” or “diversion” means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

“Franchised waste hauler” means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

“Mixed C&D debris” means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

“Recyclable C&D debris” means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

“Recycling facility” means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

“Source-separated C&D debris” means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

“Waste log” means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email [C&D@cityofsacramento.org](mailto:C&D@cityofsacramento.org)

# Construction & Demolition Waste Management Plan

C&D Debris Waste Management Plan  
 City of Sacramento Solid Waste Services  
 2812 Meadowview Road, Building 1  
 Sacramento, CA 95832  
 Phone: (916) 808-0965 / Fax: (916) 808-4999  
 C&D@cityofsacramento.org

Building Permit Numbers	
	<i>Please put all known permit numbers related to this project.</i>
Form submitted by:	
	<i>Please attach a business card, or put your name with a phone number and/or an email address.</i>

This Waste Management Plan (WMP) must be submitted and approved before your building permit(s) will be issued. Only one WMP is required if a project has multiple building permits associated to it (i.e., multiple houses in a subdivision, or multiple related permits at one address). The administration fee and security deposit (if applicable) must be submitted for this form to be approved. Administration fee is 0.04% of project valuation (min \$40, max \$800); security deposit is 1% of valuation (max \$10,000). **The accompanying Waste Log must be submitted within 30 days of final inspection (or permit expiration) of the project, or a fine may be imposed.** Approval may also be delayed if the waste log from a previous project is due.

**Building Project Information:**

**Job Address:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

**Owner:** \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

**Briefly describe the project:**

\_\_\_\_\_

\_\_\_\_\_

**Materials Required to be Recycled**

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



**Material Management**

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

Company to haul away debris: \_\_\_\_\_

Facilities to receive debris: \_\_\_\_\_

**Waste Log and tickets must be submitted within 30 days of permit being finalized.**

<b>Office Use Only:</b>	Received by: _____	On date: _____
	<input type="checkbox"/> Logged <input type="checkbox"/> Approved <input type="checkbox"/> Scanned <input type="checkbox"/> Payment Processed <input type="checkbox"/> Filed	Fee amount: _____

# Construction & Demolition Waste Management Plan

C&D Debris Waste Management Plan  
City of Sacramento Solid Waste Services  
2812 Meadowview Road, Building 1  
Sacramento, CA 95832  
Phone: (916) 808-4839 / Fax: (916) 808-4999  
C&D@cityofsacramento.org

## Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-0965 if these terms are not clear to you. More information is also available online at <http://www.sacrecycle.org/>.

1. **Self-haul or self-hauling:** This is when the permit holder, general contractor, or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** See Solid Waste web site (<http://www.sacrecycle.org/>) for a list of these haulers. These companies are the only companies in Sacramento who can legally collect and haul mixed C&D debris for a fee.
3. **Source separation:** This is achieving compliance with the recycling requirement by keeping wood, metal, cardboard, or other recyclables in separate containers, and sending it to an authorized recycler. (A list of recyclers is on the Solid Waste web site at <http://www.sacrecycle.org/>.) Source-separated material may be hauled by anyone.
4. **Mixed C&D debris:** This is achieving compliance with the recycling requirement by putting all recyclable (and a small amount of unrecyclable) debris into one container. Mixed material must be sent to a certified mixed C&D sorting facility to have the recyclable material extracted and recovered. Mixed material also must be either self-hauled, or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the Solid Waste web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority to extract recyclable materials from mixed C&D debris. If you achieve compliance by mixed recovery, your debris must go to a certified mixed sorting facility.

## Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site in the permit folder for the duration of the project.
- City of Sacramento staff may enter the jobsite to inspect waste collection areas.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only SWA-Franchised Haulers or self-haulers (as defined above) may collect and transport trash or mixed C&D material from the jobsite.
- Construction and Demolition Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted within 30 days of your permit being finalized or expired. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site. *Enter your Permit Number on your Waste Log now!*
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and a security deposit on future projects.

# C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan  
City of Sacramento Solid Waste Services  
2812 Meadowview Road, Building 1  
Sacramento, CA 95832  
Phone: (916) 808-4833 / Fax: (916) 808-4999  
C&D@cityofsacramento.org

## Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

## Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

## Recyclers\*

## Recovery Stations & Landfills

Bell Marine	(916) 442-9089	Elder Creek Recovery & Transfer Station	(916) 387-8425
C & C Paper Recycling	(916) 920-2673	Kiefer Landfill	(916) 875-5555
EBI Aggregates	(916) 372-7580	L & D Landfill	(916) 383-9420
International Paper	(916) 371-4634	North Area Recovery Station	(916) 875-5555
Modern Waste Solutions	(916) 447-6800	Sacramento Recycling & Transfer Station	(916) 379-0500
PRIDE Industries, Inc.	(916) 640-1300	Waste Management Recycle America	(916) 452-0142
Recycling Industries, Inc.	(916) 452-3961		
Sacramento Local Conservation Corps	(916) 386-8394		
Smurfit-Stone Container Corporation	(916) 381-3340		
Southside Art Center	(916) 387-8080		
Spencer Building Maintenance, Inc.	(916) 922-1900		

More updated information can be found online at:

<http://www.cityofsacramento.org/utilities/>

\* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.



# **REQUIREMENTS FOR THE LOCAL HIRE AND COMMUNITY WORKFORCE TRAINING PROGRAM**

## **INTRODUCTION**

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

## **APPLICATION**

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

## **DEFINITIONS**

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

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

Priority 1: Residents of the City of Sacramento

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

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

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

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

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

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

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

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

## **LOCAL HIRE AND WORKFORCE DEVELOPMENT PROGRAM**

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

### Total Workforce Goal

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

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

### Priority Apprentice Goal

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

### Student Internship Goals

All Contractors awarded construction contracts shall make a good faith effort to provide paid internship opportunities to eligible students. Such opportunities may include engineering,

design, and/or construction management work associated with the implementation or administration of a Covered Project or another project.

## **RECORDS AND DEMONSTRATING DILIGENT EFFORTS OF CONTRACTOR**

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

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

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

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

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

No later than 30 days after completion of the project, a final report shall be prepared, certified correct by the contractor's authorized representative, and furnished to the City. The contractor shall provide such other information, records, reports, certification, or other documents as may be required by the City, to determine compliance with any provision of the Local Hire Program.

## CWTA IFB Language -Estimate Over \$1M

This project is subject to the requirements of the City's Local Hire and Community Workforce Training Program and the City's Community Workforce Training Agreement (CWTA). A copy of the CWTA and a summary of its requirements (CWTA Summary) is provided in **Exhibit D** to this solicitation. By submitting a bid, the Contractor acknowledges that it has read and understands all the requirements, terms, and conditions of the CWTA and CWTA Summary, and has included all costs associated with compliance with the CWTA in its bid.

The Contractor and all listed subcontractors must execute Addendum A to the CWTA ("Agreement to be Bound") and provide an executed original to the City before the contract can be awarded. Each subcontractor for Work covered by the CWTA hired after the time of bid or after contract award, must also execute Addendum A to the CWTA. No subcontractor may perform Work prior to executing Addendum A and providing the executed original to the City.

**Contractor must include the provisions of this section, as well as a copy of the CWTA and the CWTA Summary, in every subcontract for Work covered by the CWTA.**

By submitting a bid, Contractor represents that the Contractor and all its subcontractors performing Work covered by the CWTA will execute the Addendum A if awarded the contract.

The failure to sign and submit Addendum A by any subcontractor, shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A.

The failure to satisfy any requirements of the CWTA, including the requirements to submit an Addendum A and demonstrate a good faith effort to meet the Local Hire and Priority Apprentice Goals, may result in a determination that the Contractor does not meet the City's minimum qualifications to bid on future projects for the City of Sacramento.

***Garcia Bend Soccer Field Improvements***

**"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

**CONTRACTOR:** McGuire & Hester

**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:** TBD

**MEETING TIME:** TBD

**UNION RESPONSE DATE:** \_\_\_\_\_ not applicable

**CONTRACTOR RESPONSE DATE:** \_\_\_\_\_ not applicable

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

**1. SCOPE OF WORK:**

**Demo hardscape/softscape, grading, paving, irrigation, planting**

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**2. ESTIMATED WORK SCHEDULE:**

**Approximate Commencement Date:** \_\_\_\_\_ to be determined

**Approximate Completion Date:** \_\_\_\_\_ to be determined

**3. ADDRESSES:**

**Job Location:** Garcia Bend Park  
7654 Pocket Rd.  
Sacramento, CA 95831

**Company's Local Mailing Address:** 1016 N. Market Blvd. Ste. 20  
Sacramento, CA 95831

**Trust Fund Billing Address:**  
Refer to signatory trades for information

**4. CONTRACTOR PERSONNEL:**

**Project Manager:** Tommy Konwinski  
Office Telephone #: 916-372-8910  
Mobile Telephone #: 415-559-1128  
Fax Telephone #: \_\_\_\_\_

**Superintendent:** TBD  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_  
Fax Telephone #: \_\_\_\_\_

**Safety Representative:** Wes Murer  
Office Telephone #: 510-632-7676  
Mobile Telephone #: 916-296-0460  
Fax Telephone #: \_\_\_\_\_

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

Name of first Contact: Zeydi Gutierrez  
Office Telephone #: 510-632-7676  
Mobile Telephone #: 510-930-0481

Name of second Contact: \_\_\_\_\_  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_

Name of third Contact: \_\_\_\_\_  
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. Project Manager
2. M&H Dispatcher
3. General Superintendent

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

**5. MANPOWER:**

<u>Craft</u>	<u>Peak</u>	<u>Average</u>
Boilermakers	_____	_____
Bricklayers	_____	_____
Carpenters	_____	_____
Cement Masons	_____	_____
Electrical Workers	_____	_____
Elevator Constructors	_____	_____
Flooring/Carpet	_____	_____
Glaziers	_____	_____
Insulators	_____	_____
Iron Workers	_____	_____
Laborers	5_____	3_____
Millwrights	_____	_____
Operating Engineers	3_____	2_____
Painters	_____	_____
Pile Drivers	_____	_____
Plumbers/Pipefitters	_____	_____
Plasterers	_____	_____
Roofers	_____	_____
Sheet Metal Workers	_____	_____
Sprinkler Fitters	_____	_____
Teamsters	_____	_____

McGuire and Hester plans to assign according to past practice across the crafts we're assigned to on the referenced project.

**6. OPERATIONAL INFORMATION:**

**Number of Shifts:** 1

**1<sup>st</sup> Shift Schedule:** \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

**2<sup>nd</sup> Shift Schedule:** \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

**3<sup>rd</sup> Shift Schedule:** \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

**Pay Day:** Friday

**End of Pay Period:** Sunday

**Job-Site Telephone Number:** to be determined

**Job-Site Fax Number:** to be determined

**PROPOSED TRADE ASSIGNMENTS**

**NAME OF CONTRACTOR:** McGuire and Hester

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.

**Boilermakers:** \_\_\_\_\_ See note below

\_\_\_\_\_  
\_\_\_\_\_

**Bricklayers:** \_\_\_\_\_ See note below

\_\_\_\_\_  
\_\_\_\_\_

**Carpenters:** \_\_\_\_\_ See note below

\_\_\_\_\_  
\_\_\_\_\_

**Note: McGuire and Hester plans to assign according to past practice across the crafts we're assigned to on the referenced project.**

Cement Masons: [See note below](#)

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Electrical Workers: [See note below](#)

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Elevator Constructors: [See note below](#)

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Flooring/Carpet: [See note below](#)

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Glaziers: [See note below](#)

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Insulators: [See note below](#)

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Iron Workers: [See note below](#)

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Laborers: [See note below](#)

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Millwrights: [See note below](#)

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Operating Engineers: [See note below](#)

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Painters: [See note below](#)

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Pile Drivers: [See note below](#)

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Plumbers/Pipefitters: [See note below](#)

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Plasterers: [See note below](#)

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Roofers: [See note below](#)

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Sheet Metal Workers: [See note below](#)

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Sprinkler Fitters: See note below

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Teamsters: See note below

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Note: McGuire and Hester plans to assign according to past practice across the crafts we're assigned to on the referenced project.

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

We are not aware of any at this time but reserve our right to describe non-covered work in the future.

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**UTILIZATION OF EQUIPMENT**

**NAME OF CONTRACTOR:** McGuire and Hester

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. _____  | _____ |
| 2. _____  | _____ |
| 3. _____  | _____ |
| 4. _____  | _____ |
| 5. _____  | _____ |
| 6. _____  | _____ |
| 7. _____  | _____ |
| 8. _____  | _____ |
| 9. _____  | _____ |
| 10. _____ | _____ |

**McGuire and Hester plans to assign equipment according to past practice across the crafts we're assigned to on the referenced project.**

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

**EQUIPMENT:**

**EQUIPMENT:**

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

**McGuire and Hester plans to assign equipment according to past practice across the crafts we're assigned to on the referenced project.**

**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>AG Sod Farms (non-union, but will sign one-time agreement prior to start of work)</u> | Sod Installation & Overseeding_____ |
| 2. <u>Bockman &amp; Woody</u>   | Electrical_____                     |
| 3. _____  | _____                               |
| 4. _____  | _____                               |
| 5. _____  | _____                               |
| 6. _____  | _____                               |
| 7. _____  | _____                               |
| 8. _____  | _____                               |
| 9. _____  | _____                               |
| 10. _____   | _____                               |

## EXHIBIT \_\_

### SUMMARY OF COMMUNITY WORKFORCE AND TRAINING AGREEMENT REQUIREMENTS (Locally-Funded Projects)

#### Introduction

On August 21, 2018, the City of Sacramento approved a Community Workforce and Training Agreement (CWTA) with the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO (Trades Council) and the unions represented by the Trades Council, to support the City's efforts to increase employment opportunities for workers who are local area residents, and to provide construction career training and employment opportunities for the City's at-risk youth, military veterans, women and other disadvantaged residents through local apprenticeship and pre-apprentice programs. The CWTA was renewed on August 15, 2023. A complete copy of the current CWTA is attached hereto. This summary is provided for convenience only. All contractors must read and understand the full CWTA prior to submitting a bid.

#### Application

The CWTA applies to all City public works construction contracts for projects where either the engineer's estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the contract exceeds One Million Dollars (\$1,000,000). The CWTA applies to all "Covered Work" which is further defined in section 2.2 of the CWTA. Exclusions from Covered Work are further defined in section 2.3 of the CWTA.

Prior to award of this contract, the contractor must agree to be bound by each and every provision of the CWTA, and must execute the Agreement to be Bound in the form attached to the CWTA as Addendum A. In addition, any time the awarded contractor enters into a subcontract with any subcontractor for Covered Work, the contractor must provide a copy of the CWTA to the subcontractor and require the subcontractor to execute the Agreement to be Bound in the form attached to the CWTA as Addendum A. All Addendum A's must be executed by subcontractors and provided to the City prior to the subcontractor performing any work. Contractor must also complete the attached "Proposed Trade Assignments" form (Exhibit A) and return it to the City prior to contract award.

#### Requirements

In addition to executing the Agreement to be Bound in the form attached to the CWTA as Addendum A, and the Proposed Trade Assignments Form, Contractor and its employees must comply with the following requirements:

**Utilize Union Hiring Halls.** Pursuant to Article VIII of the CWTA, Contractor and its subcontractors performing construction work, in filing craft job requirements, must utilize and be bound by the registration facilities and referral systems established or authorized by the local unions that are signatories to the CWTA (except that Contractors shall have the right to select and hire directly all supervisors above general foreman, without going through the local union). Contractors are required to submit written forms to each hiring hall to request labor, including Priority Apprentices, utilizing the City's template request form attached hereto as Exhibit B. A copy of each Labor Request Form must also be sent to Victoria Casteneda at the DCM Group at: [Victoria@dcmgrp.com](mailto:Victoria@dcmgrp.com). **Please Note:** While the CWTA requires Contractors to obtain labor through the union hiring halls, it does not require all employees performing Covered Work to pay working dues, fees required, or union membership to the applicable local union that is a signatory to the CWTA, unless the employee **elects** to join the union.

**Hold Pre-Job and Periodic Meetings.** Pursuant to Article V, Contractor must convene a pre-job conference with representatives of all involved contractors (including subcontractors) and the unions at least 21 days prior to the commencement of work. For long-term projects with multiple phases, conferences can be held with subcontractors for later phases 21 days prior to the commencement of the applicable phase.

The Contractor must be prepared to discuss in detail: (i) the scope of work for each Contractor; (ii) craft assignments; (iii) estimated number of craft workers required to perform the work; (iv) transportation arrangements; (v) estimated start and completion dates of the work; (vi) planned use of pre-fabricated materials; (vii) any specialized or technical work exempted<sup>1</sup> from the CWTA; and (viii) plan for reaching Local Hire and Priority Apprentice Goals. The meeting shall be held at a location mutually agreeable to the parties.

**Local Hire, Apprenticeship, and Workforce Development.** Within 7 calendar days after receiving a Notice to Proceed, Contractor must provide a plan for reaching Local Hire and Priority Apprentice Goals. As set forth in Article IX, not less than 50% of the combined journey-level and apprentice hours worked on the Project, on a craft by craft basis, shall be worked by residents of the Local Area, as defined in section 9.1. The Local Union will refer up to four of Contractor's "core" employees who demonstrate the qualifications set forth in section 9.3. This referral process is outlined in section 9.4. In addition, not less than 20% of all apprentice hours worked on the Project, on a craft by craft basis, shall be worked by "Priority Apprentices" that reside in one of the disadvantaged zip codes listed in section 9.6.2.1 and meet one of the other eligibility criteria listed in section 9.6.2.2.

**Evidence of Good Faith Efforts.** Contractor shall provide regular reports and certified weekly payrolls documenting compliance with the requirements of Article IX and documentation of Contractor's good faith efforts to meet the local hire and workforce development goals set forth in Article IX. Documentation of good faith efforts includes copies of all labor request forms submitted to hiring halls (Exhibit B) and all communication received in response (emails, phone logs, etc.) from the Local Union hiring hall(s), Trades' Council, and DCM Group.

**Helmets to Hardhats.** Contractor must participate in the Helmets to Hardhats program, as outlined in Article X of the CWTA.

**Comply with Master Agreement Terms on Wages, Hours, Benefits, and other Terms and Conditions of Employment.** As set forth in Article XI, Contractor must pay applicable contributions to the established vacation, pension and other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds for each hour worked on the project in the amounts designated in the Master Agreements of the appropriate local unions. By signing the Agreement to be Bound, Contractor also adopts and agrees to be bound by the written terms of established Trust Agreements for these benefit funds.

The wages, hours, and other terms and conditions of employment on the project shall be governed by the applicable union's Master Agreement, as required in Article XI of the CWTA.

**Only Just Cause Dismissal and/or Discipline.** All disputes involving discipline and/or the discharge of employees working on the project must be resolved through the grievance and arbitration provision contained in the applicable Master Agreement. As set forth in Article XIII of the CWTA, no employee working on the project shall be disciplined or dismissed without just cause.

**Arbitrate Disputes.** Any disputes relating to the interpretation or application of the CWTA, excluding

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<sup>1</sup> Work can only be exempted with notice and agreement of Trades Council (see Section 2.3 of CWTA).

work stoppages, strikes, and lockouts, must be resolved through the grievance arbitration procedures in Article XIV of the CWTA. At the time a grievance is submitted, the union may request that the City withhold and retain an amount from what is due and owing to the contractor against whom the grievance is filed. The amount shall be retained by the City until the grievance is withdrawn, settled, or otherwise resolved.

Any jurisdictional disputes on the project amongst the unions and/or the contractor shall be settled according to the plan established by the Building and Construction Trades Department. Its decisions shall be final, binding, and conclusive.

***Drug-Free Workplace.*** Contractors agree to use the Substance Abuse Program contained in each applicable union's Master Agreement, except as it may conflict with the City's Drug-Free Workplace Policy. In the event of a conflict, the City's policy shall control.

***Minimum Qualifications.*** Contractors who fail to satisfy these CWTA requirements, including the requirement to demonstrate a good faith effort to meet the Local Hire and Priority Apprentice Goals, may not meet the City's minimum qualifications when bidding on future City projects and could be deemed non-responsible.



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

**1. SCOPE OF WORK:**

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Scope includes furnishing and installing the building lighting system and associated lighting controls, installation of the new service pedestal "SP1," installation of a new 20A/3P breaker in existing Panel "A," and providing line-voltage power to the new booster pump as shown on the plans.

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**2. ESTIMATED WORK SCHEDULE:**

**Approximate Commencement Date:** TBD

**Approximate Completion Date:** TBD

**3. ADDRESSES:**

**Job Location:** Gracia Bend Park

7654 Pocket Rd

Sacramento, Ca 95831

**Company's Local Mailing Address:** 1528 El Pinal Dr.

Stockton Ca 95205

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**Trust Fund Billing Address:**

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**4. CONTRACTOR PERSONNEL:**

**Project Manager:** Gerald Soria  
Office Telephone #: 209.390.1614  
Mobile Telephone #: 209.401.4622  
Fax Telephone #: \_\_\_\_\_

**Superintendent:** TBD  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_  
Fax Telephone #: \_\_\_\_\_

**Safety Representative:** Zach Thompson  
Office Telephone #: 209.464.4878  
Mobile Telephone #: 209.405.0036  
Fax Telephone #: \_\_\_\_\_

**Drug Test Result Coordinator:** (List in order of contact priority)  
Name of first Contact: NA  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_  
  
Name of second Contact: \_\_\_\_\_  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_  
  
Name of third Contact: \_\_\_\_\_  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_

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

1. Superintendent
2. Project Manager
3. \_\_\_\_\_

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

**5. MANPOWER:**

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

**Sprinkler Fitters**

\_\_\_\_\_

\_\_\_\_\_

**Teamsters**

\_\_\_\_\_

\_\_\_\_\_

**6. OPERATIONAL INFORMATION:**

**Number of Shifts:** TBD

**1<sup>st</sup> Shift Schedule:** 7:00 AM AM/PM to 3:30 Pm AM/PM

**2<sup>nd</sup> Shift Schedule:** \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

**3<sup>rd</sup> Shift Schedule:** \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

**Pay Day:** \_\_\_\_\_

**End of Pay Period:** \_\_\_\_\_

**Job-Site Telephone Number:** \_\_\_\_\_

**Job-Site Fax Number:** \_\_\_\_\_

**PROPOSED TRADE ASSIGNMENTS**

**NAME OF CONTRACTOR:** Bockmon and Woody Electric Inc.

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

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

**Asbestos Workers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Boilermakers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bricklayers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Carpenters:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cement Masons:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Electrical Workers (Inside Wiremen):** [IBEW 340](#) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Electrical Workers (Outside Line):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Elevator Constructors:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Glaziers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Insulators:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Iron Workers (Structural):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Iron Workers (Rebar):** \_\_\_\_\_

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**Laborers:** Laborers Local 73

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**Millwrights:** \_\_\_\_\_

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**Operating Engineers:** Local 3

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**Painters:** \_\_\_\_\_

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**Pile Drivers:** \_\_\_\_\_

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**Plumbers/Pipefitters:** \_\_\_\_\_

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**Plasterers:** \_\_\_\_\_

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**Roofers:** \_\_\_\_\_

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**Sheet Metal Workers:** \_\_\_\_\_

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**Teamsters:** \_\_\_\_\_

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

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**UTILIZATION OF EQUIPMENT**

**NAME OF CONTRACTOR:** Bockmon and Woody Electric

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>Mini Ex</u> | <u>Local 3 Operator</u> |
| 2. _____          | _____                   |
| 3. _____          | _____                   |
| 4. _____          | _____                   |
| 5. _____          | _____                   |
| 6. _____          | _____                   |
| 7. _____          | _____                   |
| 8. _____          | _____                   |
| 9. _____          | _____                   |
| 10. _____         | _____                   |

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

**EQUIPMENT:**

**EQUIPMENT:**

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

**SUB-CONTRACTORS**

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

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

**Name of Sub-Contractor:**

**Summary of Scope of Work:**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

**EXHIBIT B**

**LABOR REQUEST FORM**

**(City of Sacramento Local Hire and Priority Apprentices Requirements Apply)**

Trade: \_\_\_\_\_ Email: \_\_\_\_\_

Number Required: \_\_\_\_\_ (Long Call)

\_\_\_\_\_ (Short Call)

Requesting Company: \_\_\_\_\_

Requested by: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Jobsite Address: \_\_\_\_\_  
\_\_\_\_\_

Report To: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Report Date: \_\_\_\_\_ Report Time: \_\_\_\_\_

**Local Hires:** Individuals should be assigned to City of Sacramento projects in the following order of priority: Residents of the City of Sacramento; residents of Sacramento County (outside the City of Sacramento); (3) residents of the Counties of Amador, El Dorado, Nevada, Placer, San Joaquin, Sierra, Sutter, Yolo, or Yuba

**Priority Apprentices must live in one of the following zip codes:** 95652, 95660, 95811, 95814, 95815, 95817, 95820, 95821, 95822, 95823, 95824, 95832, 95833, 95834, or 95838 and meet one or more of the following qualifications: (1) veteran; (2) prior offender; (3) public assistance recipient; (4) foster youth; (5) homeless individual; or (6) woman.

Notes: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT \_\_

### SUMMARY OF COMMUNITY WORKFORCE AND TRAINING AGREEMENT REQUIREMENTS (Locally-Funded Projects)

#### Introduction

On August 21, 2018, the City of Sacramento approved a Community Workforce and Training Agreement (CWTA) with the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO (Trades Council) and the unions represented by the Trades Council, to support the City's efforts to increase employment opportunities for workers who are local area residents, and to provide construction career training and employment opportunities for the City's at-risk youth, military veterans, women and other disadvantaged residents through local apprenticeship and pre-apprentice programs. The CWTA was renewed on August 15, 2023. A complete copy of the current CWTA is attached hereto. This summary is provided for convenience only. All contractors must read and understand the full CWTA prior to submitting a bid.

#### Application

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Prior to award of this contract, the contractor must agree to be bound by each and every provision of the CWTA, and must execute the Agreement to be Bound in the form attached to the CWTA as Addendum A. In addition, any time the awarded contractor enters into a subcontract with any subcontractor for Covered Work, the contractor must provide a copy of the CWTA to the subcontractor and require the subcontractor to execute the Agreement to be Bound in the form attached to the CWTA as Addendum A. All Addendum A's must be executed by subcontractors and provided to the City prior to the subcontractor performing any work. Contractor must also complete the attached "Proposed Trade Assignments" form (Exhibit A) and return it to the City prior to contract award.

#### Requirements

In addition to executing the Agreement to be Bound in the form attached to the CWTA as Addendum A, and the Proposed Trade Assignments Form, Contractor and its employees must comply with the following requirements:

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The Contractor must be prepared to discuss in detail: (i) the scope of work for each Contractor; (ii) craft assignments; (iii) estimated number of craft workers required to perform the work; (iv) transportation arrangements; (v) estimated start and completion dates of the work; (vi) planned use of pre-fabricated materials; (vii) any specialized or technical work exempted<sup>1</sup> from the CWTA; and (viii) plan for reaching Local Hire and Priority Apprentices Goals. The meeting shall be held at a location mutually agreeable to the parties.

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**Evidence of Good Faith Efforts.** Contractor shall provide regular reports and certified weekly payrolls documenting compliance with the requirements of Article IX and documentation of Contractor's good faith efforts to meet the local hire and workforce development goals set forth in Article IX. Documentation of good faith efforts includes copies of all labor request forms submitted to hiring halls (Exhibit B) and all communication received in response (emails, phone logs, etc.) from the Local Union hiring hall(s), Trades' Council, and DCM Group.

**Helmets to Hardhats.** Contractor must participate in the Helmets to Hardhats program, as outlined in Article X of the CWTA.

**Comply with Master Agreement Terms on Wages, Hours, Benefits, and other Terms and Conditions of Employment.** As set forth in Article XI, Contractor must pay applicable contributions to the established vacation, pension and other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds for each hour worked on the project in the amounts designated in the Master Agreements of the appropriate local unions. By signing the Agreement to be Bound, Contractor also adopts and agrees to be bound by the written terms of established Trust Agreements for these benefit funds.

The wages, hours, and other terms and conditions of employment on the project shall be governed by the applicable union's Master Agreement, as required in Article XI of the CWTA.

**Only Just Cause Dismissal and/or Discipline.** All disputes involving discipline and/or the discharge of employees working on the project must be resolved through the grievance and arbitration provision contained in the applicable Master Agreement. As set forth in Article XIII of the CWTA, no employee working on the project shall be disciplined or dismissed without just cause.

**Arbitrate Disputes.** Any disputes relating to the interpretation or application of the CWTA, excluding

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<sup>1</sup> Work can only be exempted with notice and agreement of Trades Council (see Section 2.3 of CWTA).

work stoppages, strikes, and lockouts, must be resolved through the grievance arbitration procedures in Article XIV of the CWTA. At the time a grievance is submitted, the union may request that the City withhold and retain an amount from what is due and owing to the contractor against whom the grievance is filed. The amount shall be retained by the City until the grievance is withdrawn, settled, or otherwise resolved.

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***Minimum Qualifications.*** Contractors who fail to satisfy these CWTA requirements, including the requirement to demonstrate a good faith effort to meet the Local Hire and Priority Apprentice Goals, may not meet the City's minimum qualifications when bidding on future City projects and could be deemed non-responsible.

EXHIBIT A

PROPOSED TRADE ASSIGNMENTS

***Project Name here***

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

**OWNER:**

**CONTRACTOR:** A-G Sod Farms, Inc.

**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: (Sac-Sierra's Building Trades Office)

**MEETING DATE:** TBD

**MEETING TIME:** TBD

**UNION RESPONSE DATE:** not applicable

**CONTRACTOR RESPONSE DATE:** not applicable

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

**1. SCOPE OF WORK:**

Sod Installation and seed Planting

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**2. ESTIMATED WORK SCHEDULE:**

Approximate Commencement Date: TBD - End of May, 2026

Approximate Completion Date: 7-14 business days, approx.

**3. ADDRESSES:**

Job Location:

Garcia Bend Park

7654 Pocket Rd

Sacramento, CA 95831

Company's Local Mailing Address: A-G Sod Farms, Inc.

12750 Gvard Rd

Lodi, CA 95242

Trust Fund Billing Address:

Refer to signatory trades  
for information.

4. CONTRACTOR PERSONNEL:

**Project Manager:** Greg Searle, Manager  
Office Telephone #: 209-333-8026  
Mobile Telephone #: 209-649-6061  
Fax Telephone #: 209-333-8034

**Superintendent:** TBD  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_  
Fax Telephone #: \_\_\_\_\_

**Safety Representative:** John Macias  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: 559-531-1611  
Fax Telephone #: \_\_\_\_\_

**Drug Test Result Coordinator:** (List in order of contact priority)  
Name of first Contact: Daisy Acevedo, office Manager  
Office Telephone #: 209-333-8026  
Mobile Telephone #: 209-709-9940  
  
Name of second Contact: \_\_\_\_\_  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_  
  
Name of third Contact: \_\_\_\_\_  
Office Telephone #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_

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

1. Office Manager
2. Manager
3. \_\_\_\_\_

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

5. MANPOWER:

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

*A-G Sod Farms, Inc. plans to assign according to past practices across the crafts we're assigned to on the referenced project.*

Sprinkler Fitters

\_\_\_\_\_

Teamsters

\_\_\_\_\_

6. OPERATIONAL INFORMATION:

Number of Shifts:

TBD

1<sup>st</sup> Shift Schedule:

\_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

2<sup>nd</sup> Shift Schedule:

\_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

3<sup>rd</sup> Shift Schedule:

\_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

Pay Day:

Friday

End of Pay Period:

Sunday

Job-Site Telephone Number:

916-216-2859

Job-Site Fax Number:

\_\_\_\_\_

**PROPOSED TRADE ASSIGNMENTS**

**NAME OF CONTRACTOR:** A-G Sod Farms, Inc.

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

*SEE NOTE BELOW*

**Asbestos Workers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Boilermakers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bricklayers:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*A-G Sod Farms, Inc. plans to assign according to past practices across the crafts we're assigned to on the referenced project.*

Carpenters: \_\_\_\_\_

\_\_\_\_\_

Cement Masons: \_\_\_\_\_

\_\_\_\_\_

Electrical Workers (Inside Wiremen): \_\_\_\_\_

\_\_\_\_\_

Electrical Workers (Outside Line): \_\_\_\_\_

\_\_\_\_\_

Elevator Constructors: \_\_\_\_\_

\_\_\_\_\_

Glaziers: \_\_\_\_\_

\_\_\_\_\_

Insulators: \_\_\_\_\_

\_\_\_\_\_

Iron Workers (Structural): \_\_\_\_\_

\_\_\_\_\_

Iron Workers (Rebar): \_\_\_\_\_

\_\_\_\_\_

A-07 Sod Farms, Inc. plans to assign according to past practices across the crafts we're assigned to on the referenced project.

Laborers: SEE NOTE BELOW

Millwrights: \_\_\_\_\_

Operating Engineers: \_\_\_\_\_

Painters: \_\_\_\_\_

Pile Drivers: \_\_\_\_\_

Plumbers/Pipefitters: \_\_\_\_\_

Plasterers: \_\_\_\_\_

Roofers: \_\_\_\_\_

A-G Sod Farms, Inc. plans to assign according to past practices across the crafts we're assigned to on the referenced project.

Sheet Metal Workers: SEE NOTE BELOW

\_\_\_\_\_

Teamsters: \_\_\_\_\_

\_\_\_\_\_

*A G Sod Farms, Inc. plans to assign according to past practices across the crafts we're assigned to on the referenced project.*

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

*We are not aware of any at this time but reserve the right to describe non-covered work in the future.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**UTILIZATION OF EQUIPMENT**

NAME OF CONTRACTOR: A-G Sod Farms, 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>Big Roll Install Machine</u> | _____ |
| 2. <u>Rotary Push Cart</u>         | _____ |
| 3. <u>Forklift</u>                 | _____ |
| 4. _____                           | _____ |
| 5. _____                           | _____ |
| 6. _____                           | _____ |
| 7. _____                           | _____ |
| 8. _____                           | _____ |
| 9. _____                           | _____ |
| 10. _____                          | _____ |

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

**EQUIPMENT:**

**EQUIPMENT:**

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

A-G Sod Farms, Inc. plans to assign equipment according to past practices across the crafts we're assigned to on the referenced project.

**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>N/A</u> | _____ |
| 2. _____      | _____ |
| 3. _____      | _____ |
| 4. _____      | _____ |
| 5. _____      | _____ |
| 6. _____      | _____ |
| 7. _____      | _____ |
| 8. _____      | _____ |
| 9. _____      | _____ |
| 10. _____     | _____ |

EXHIBIT B

LABOR REQUEST FORM

(City of Sacramento Local Hire and Priority Apprentices Requirements Apply)

Trade: Machine Operators and Laborers Email: \_\_\_\_\_

Number Required: TBD (Long Call)  
TBD (Short Call)

Requesting Company: A-G Sod Farms, Inc.

Requested by: TBD Phone #: 209-333-8026

Name of Project: Garcia Bend Soccer Field Improvements

Jobsite Address: 7054 Pocket Rd  
Sacramento, CA 95831

Report To: General Superintendent

Telephone #: TBD

Report Date: TBD Report Time: TBD

**Local Hires:** Individuals should be assigned to City of Sacramento projects in the following order of priority: Residents of the City of Sacramento; residents of Sacramento County (outside the City of Sacramento); (3) residents of the Counties of Amador, El Dorado, Nevada, Placer, San Joaquin, Sierra, Sutter, Yolo, or Yuba

**Priority Apprentices** must live in one of the following zip codes: 95652, 95660, 95811, 95814, 95815, 95817, 95820, 95821, 95822, 95823, 95824, 95832, 95833, 95834, or 95838 and meet one or more of the following qualifications: (1) veteran; (2) prior offender; (3) public assistance recipient; (4) foster youth; (5) homeless individual; or (6) woman.

Notes: \_\_\_\_\_  
\_\_\_\_\_

## **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

### **INTRODUCTION**

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

### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

### **DEFINITIONS**

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that

constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

### **EMPLOYER NOTICE REQUIREMENTS**

(a) The Contractor shall give each existing employee working directing on a City Contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(b) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

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

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

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

**You May . . .**

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

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

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

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

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

#### **You May . . .**

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

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

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

#### **Discrimination and Retaliation Prohibited.**

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

#### **You May Also . . .**

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

# CITY OF SACRAMENTO

## AN ORDINANCE

### NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

#### Frequently Asked Questions - For Contractors' Use

This document contains information on the most important questions about Sacramento's Non-Discrimination in Employee Benefits by City Contractors Ordinance. These questions and answers are general; see the text of the Ordinance for a more detail explanation.

Q. What is the purpose of Sacramento's Non-Discrimination in Employee Benefits by City Contractors Ordinance?

A. The purpose of the Ordinance is to prohibit contractors from discriminating between employees with spouses and employees with domestic partners, and from discriminating between the spouses and domestic partners of employees, in the provision of employee benefits.

The Ordinance does not require contractors, who do business with the City, to provide employee benefits. It does, however, require those contractors who do business with the City and who do provide employee benefits, to provide those employee benefits without discrimination.

Q. What is the effective date of the Ordinance?

A. The Ordinance applies to any contract which has a bid submittal due date on or after April 1, 2005.

Q. What is the definition of "Contractor"?

A. For the purpose of this Ordinance, a Contractor is any person who is a party to an applicable City Contract or Agreement who, in the normal course of business, provides for the performance of public works or improvements, the purchase of goods or services, or grants.

Q. What is the definition of "Employee"?

A. Employee means an individual who performs work directly related to an applicable City Contract, whether the individual works full-time or part-time, is a contingent or contract employee, or is made available to work on the City Contract through a temporary-services agency or similar entity.

# CITY OF SACRAMENTO

## AN ORDINANCE

### NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

#### Frequently Asked Questions - For Contractors' Use

"Employee" does not include:

- Individuals who participate in job-training and education programs that have, as their express purpose, the provision of basic job skills and education to participants with the goal of earning a high-school equivalency diploma and permanent employment.
- Student interns.
- Individuals participating in specialized training programs.

Q. What is the definition of "Domestic Partner"?

A. 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.

Q. What are "Employee Benefits"?

A. Employee Benefits subject to the Ordinance are:

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

Q. What are some conditions that can be met to preclude discrimination in providing employee benefits?

A. If it costs more to provide a certain benefit for the domestic partner of an employee than it costs to provide that same benefit for the spouse of an employee, or if it costs more to provide a certain benefit for the spouse of an employee than it costs to provide that same benefit for the domestic partner of an employee, the contractor will not be deemed to discriminate in the providing employee benefits if the contractor conditions providing the benefit if the employee agrees to pay the excess costs.

# CITY OF SACRAMENTO

## AN ORDINANCE

### NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

#### Frequently Asked Questions - For Contractors' Use

In the event a contractor is unable to provide a certain benefit to both the spouse or domestic partner of employees, despite taking reasonable measures to do so, the contractor will not be deemed to discriminate in the providing employee benefits if the contractor provides the employee with a cash equivalent.

A contractor will not be deemed to be discriminating in providing employee benefits if the contractor does not provide employee benefits to employees' spouses or to employee's domestic partners or on a basis that is unrelated to marital or domestic partner status.

- Q. What "applicable contracts or agreements" are subject to the Ordinance?
- A. Contracts or Agreements subject to the Ordinance are those contracts or agreements with the City, executed in an amount exceeding \$100,000.00 (either initial value or total value after any addition or modification), which provide for the performance of public works or improvements, the purchase of goods or services, or grants to be provided, but only to the extent of the contractor's operation that occurs:
- Within the City of Sacramento
  - 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
    - Elsewhere in the United States, at any location where a significant portion of work related to the contract is being performed.

The Ordinance also applies to written agreements for the exclusive use or occupancy of real property, for a period of time exceeding 29 days in any calendar year for:

- The operation or use by others of real property owned or controlled by the City (whether by leases, concessions, franchises, or easements), for the operation of a business, social or other establishment or organization.
- The City's use or occupancy of real property owned by others (whether by leases, concessions, franchises, or easements).

# CITY OF SACRAMENTO

## AN ORDINANCE

### NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

#### Frequently Asked Questions - For Contractors' Use

The Ordinance does not apply to:

- Transactions entered into pursuant to cooperative purchasing agreements approved by the City Council.
- Legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City.
- Subcontractors or subcontractors of any contract or contractors.
- Contracts covering 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
- Agreements governing the use of City property that constitutes a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally recognized as protected by the First Amendment to the U. S. Constitution, or that are primarily recreational in nature.

Q. Is it possible to waive the provisions and requirements of the Ordinance?

A. Yes. The City Manager, or designee, may waive the requirements of the Ordinance under designated circumstances. All requests for waiver need to be detailed, in writing, and routed through the Project Manager for initial review and approval.

Q. Am I required to provide employee notification regarding the Ordinance?

A. Yes. Contractors subject to the Ordinance must give to each current employee **(WORKING DIRECTLY ON THE CONTRACT)** and, within ten (10) days of hire, each new employee **(WHEN WORKING DIRECTLY ON THE CONTRACT)**, written notification of his or her rights under the Ordinance in a form specified by the City. (See Sample Letter; Attachment A). A copy of each such letter must be retained in an appropriate file for possible future review by an authorized City representative.

In addition, a similar notice must be prominently posted in areas where it may be seen by all employees. (See Sample Poster; Attachment B).

# CITY OF SACRAMENTO

## AN ORDINANCE

### NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS

#### Frequently Asked Questions - For Contractors' Use

Q. If I have questions about the Ordinance or its application, who can I contact for assistance?

A. You can contact the Program Administrator at:

City of Sacramento  
Procurement Services  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814-2714  
(916) 808-6240  
(916) 808-5747 (Fax)

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

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

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

#### You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services 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
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

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

#### **You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

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

#### **You May Also . . .**

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

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

---

Name of Contractor

---

Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000.00 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

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

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

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

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# **SPECIAL PROVISIONS**

**SPECIAL PROVISIONS FOR:**

**Garcia Bend Park – Soccer Field Improvements**  
**PN: L19912700**

**I. GENERAL REQUIREMENTS**

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of developing the field improvements, of Garcia Bend Park in Sacramento at 7654 Pocket Road. The improvements will consist of 6.06 acres, of grading, drainage, irrigation improvements, concrete walkways and over-seeding.

B. COMPLETION TIME

The time for the completion of all work is 45 (forty-five working days) from the Notice to Proceed for substantial completion and 60 (sixty calendar days) for plant establishment. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City.

C. SPECIFICATIONS

The work to be performed under this contract shall be done in accordance with the Standard Specifications of the City of Sacramento, (adopted in November 2020), which can be accessed at <http://www.cityofsacramento.org/Utilities/Development-Standards>, referred to herein as "Standard Specifications" as modified by these Special Provisions, which shall apply to all work.

i. Standard Specification 1-23

The word "Engineer" shall also mean "Landscape Architect" as defined in Standard Specification Section 1-33.

ii. Standard Specifications Section 2-9 SUBCONTRACTORS

Add the following after the subparagraph 2 in the Standard Specifications:

If a prime Contractor fails to specify a subcontractor, or, if a prime Contractor specifies more than one (1) subcontractor for the same portion

of work to be performed under the Contract, which portion exceeds one-half of one percent of the prime Contractor's total bid, the prime Contractor agrees that it is fully qualified to perform that portion of the work and that the prime Contractor shall perform that portion of the work.

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

Add the following after the last paragraph of the Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR with the following:

Contractor shall cooperate with the Landscape Architect, City inspectors, and with other Contractors that may be working at the same jobsite as directed by the Landscape Architect and/or City inspector. The City inspector shall designate the sequence of construction in case of a disagreement between Contractors.

iv. Standard Specifications Section 7-2 WORK SCHEDULE AND ADEQUATE RESOURCES

Add the following after the last paragraph of the Standard Specifications Section 7-2 WORK SCHEDULE AND ADEQUATE RESOURCES:

Contractor shall submit with each Pay Request Application an updated Work Schedule. The updated Work Schedule is an integral part of the Pay Request Application. The Pay Request Application will not be accepted for processing without an accompanying updated Work Schedule.

v. Standard Specifications Section 8 -1 MEASUREMENT OF QUANTITIES

Add the following paragraph: "The Landscape Architect shall determine quantities of work acceptable under the terms of the Contract. Not more than once per month the Contractor shall present to the Landscape Architect a statement showing the amount of labor and materials incorporated into the work."

vi. Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento, dated November 2020, are subject to the provisions of Chapter 3.60 of the Sacramento City Code. If there is any conflict between the Standard Specifications as currently written and Chapter 3.60 of the Sacramento City Code, the City Code shall govern.

D. SUBCONTRACTORS

The Contractor shall comply with Section 2-9 of the Standard Specifications.

E. SCHEDULE OF UNIT PRICES

**The designated lowest responsible bidder shall provide a Schedule of Unit Prices to the Landscape Architect prior to the award of the Contract.**

The form for the Schedule of Unit Prices will be provided to the bidder by the Landscape Architect after issuance of the Notice of Award. This Schedule of Unit Prices shall be not be used for Contract payments; only the unit process

stated on the bid sheet. Unit prices provided on the Schedule of Unit Prices are for information only and may be used as a basis for determining Contractor's direct costs in preparing change orders for additional work.

F. TIME OF AWARD

Section 3-2 TIME OF AWARD of the Standard Specifications, the first paragraph is amended as follows: "The award of a formally bid Contract, if made, will be made within ninety (90) calendar days after opening of the Proposals.

G. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the Contract Documents. Request for interpretation shall be made in writing, and delivered to the City at least seven (7) days before the time announced for opening the Proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the Invitation for Bids, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued who have subscribed to Planet Bids. All such addenda shall become part of the Contract. Request for information regarding shall be directed to the

**Jeff Nittka City Project Manager, a Department of Youth, Parks & Community Enrichment, Park Planning & Development Services, 915 I Street, 3rd Floor, Sacramento, CA 95814, (916) 808-5996, FAX (916) 808-8275, Email: [jnittka@cityofsacramento.org](mailto:jnittka@cityofsacramento.org).**

It shall also be the bidder's responsibility to call to the attention of the Landscape Architect any missing pages or drawings in the Invitation for Bids including any addenda. These items shall be brought to the attention of the Landscape Architect at least seven (7) calendar days before the bid opening date.

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

The Contractor, after delivery by City of the executed Contract and at least three (3) calendar days before beginning work, shall notify the Landscape Architect to arrange for a pre-job conference. The Contractor shall submit to the Park Construction Inspector construction progress schedules in accordance with Section 7-2 of the Standard Specifications.

I. WORKMANSHIP AND MATERIALS

Except as otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. The quality of materials and workmanship shall be in accordance with the provisions of Section 5-17 of the Standard Specifications. Appearance of the finished work is of primary importance in all phases of this project. Any portion of the work may be rejected due to appearance defects.

J. TRADE NAMES AND ALTERNATIVES

In accordance with Paragraph 5-18 of the Standard Specifications, certain articles or materials to be incorporated in the work may be designated, for convenience, under a trade name or the name of a manufacturer and the catalogue information. The use of an alternative article or material which is of equal quality and of the required

characteristics for the purpose intended will be permitted, subject to the approval of the Landscape Architect. The Contractor shall, within **seven (7) calendar days** after issuance of the **Bid Summary and Notification of Award Recommendation**, submit for the review of the Landscape Architect, materials, products, equipment and services which differ in any respect from the materials, products, equipment and services specified in the Invitation for Bids. Such submittals shall be accompanied by data to substantiate that such items are equal to those specified. The Landscape Architect shall be the sole judge as to the quality and suitability of substitutions and his/her decision shall be final. Requests for substitutions will not be entertained or considered by the Landscape Architect during the bidding period. No delay or extension of the Contract time will be allowed because of the time required for submitting substitutions or for determining their equality. Failure to propose the substitution of any article or service within **seven (7) calendar days** after the issuance of the **Bid Summary and Notification of Award Recommendation** will be deemed sufficient cause for the denial of request for substitution.

After approval for a substitution is given, the Contractor shall be responsible for any variation of dimensions, locations, connections, sizes and openings, type and construction of substrate or support to receive materials, etc. The Contractor shall furnish and install any and all additional materials as may be required to perform a complete job without additional cost to the City.

Request for substitution approval shall, in addition to the directions described above, list any and all deviations in the quality, criteria, characteristics or dimensions from the specified item or items. Any deviations in the quality, criteria, characteristics or dimensions that do not appear in the request for substitutions and subsequently appear in the shop drawings or in the product or installation may cause the Contractor to be directed to remove the item or items in total and at its expense, and to provide and install the item or items as originally specified. The mere mention in the request for substitution that the item or items will be in accord with the manufacturer's specification or catalog will not be sufficient to alter the specifications. The request for substitution must specifically list where deviations in the quality, criteria, characteristics or dimensions exist.

K. ACCIDENT PREVENTION

The Contractor's attention is directed to Section 6-9 of the Standard Specifications, which requires compliance with all requirements of the California Occupational Safety and Health Act.

L. LOCATION OF EQUIPMENT AND PIPING

Drawings showing locations of equipment, piping, valves, sprinkler heads, and other appurtenances are diagrammatic only. When installation deviates from the plans and specifications, the Landscape Architect shall be notified for approval. The Contractor will be held responsible for deviations made without first obtaining the Landscape Architect's written approval, and shall remove and relocate such items at his own expense if so directed by the Park Construction Inspector.

M. RELIEF FROM MAINTENANCE AND RESPONSIBILITY

Upon the written request of the Contractor and upon written approval by the Landscape Architect, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work, which have been completed in all respects in

accordance with the requirements of the Contract and to the satisfaction of the Landscape Architect, and thereafter, except with his or her consent, the Contractor will not be required to do further work thereon. In addition, such action by the Landscape Architect will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause, but not from injury or damage resulting from the Contractor's own operations or from its negligence. Nothing in this section providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for repairing or replacing defective work or materials found at any time before either the formal acceptance of the entire work by the City or during the applicable guarantee period.

N. COORDINATION OF CONTRACT DOCUMENTS

The following sentence is added to the end of Section 5-3 of the Standard Specifications:

In case of conflict between drawings and specifications, the drawings shall govern in matters of quantity and the specifications in matters of quality. In case of conflict within the drawings involving quantities or within the specifications involving qualities, the greater quantity and the higher quality shall be furnished.

O. PROTECTION OF DRAINAGE FACILITIES

The Contractor shall maintain all new drainage facilities so storm drainage runoff into the new system is clean. Use straw bales around inlets to minimize sediment infiltration during rainy season and control of the irrigation schedule to minimize runoff during initial planting of turf is required.

P. CLEANING

The Contractor shall at all times keep the work site free from accumulations of waste material or rubbish caused by its employees work, and at the completion of work, the Contractor shall remove all rubbish from and about the work site and all tools, scaffolding and surplus materials, and shall leave the work site, including all sidewalks and paving areas, "broom clean", or its equivalent, unless more exactly specified in other trade sections of the specifications. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor. The Contractor at its expense shall remove spillage resulting from hauling operations along or across any public street immediately. Water or dust palliative shall be applied if ordered by the Park Construction Inspector for the alleviation or prevention of dust nuisance. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Q. SUBMITTALS

In accordance with the provisions of Section 5-7, Standard Specifications (except where noted below), the Contractor shall furnish the Landscape Architect with such shop drawings and other descriptive materials as may be necessary to adequately describe the equipment, material, and fabricated items proposed to be furnished under the Contract, and to determine their compliance with the specifications, design, and arrangement shown on the contract drawings. Items to conform to Special Provisions and may include, but not limited to:

<u>Item</u>	<u>Product Data</u>	<u>Shop Drawings</u>	<u>Mock-up or Sample</u>
Concrete Pavement	X		X
Aggregate Base	X		
Expansion Joint Materials	X		
Gate Valves	X		
Remote Control Valves	X		
Valve Boxes & Lids	X		
Rotors	X		
Main and Domestic Water Line	X		
PVC Pipe Fittings	X		
Booster Pump	X		
Solvent Weld for PVC	X		
Swing Joint Assemblies	X		
Irrigation Piping	X		
Control Wire & Connectors	X		
Drain Inlets	X		
Storm Drain Piping	X		
Soil Amendments	X		
Pre-emergent	X		
Mulch	X		
Hydroseed Seed Mix, Tags & Receipts	X		
Imported Topsoil	X		

**One (1) copy** of such submittals shall be furnished for review by the Landscape Architect, **a digitally scanned copy** will promptly be returned with approval, rejection, or approval with modification. Neither equipment nor material shall deviate in any way from the approved drawings without prior written approval of the Landscape Architect. Any fabrication of other work performed in advance of such approval shall be done entirely at the risk of the Contractor. The approval of submitted drawings or other descriptive material shall not relieve the Contractor of any obligation or responsibility for fulfillment of the Contract requirements.

R. RECORD DRAWINGS OF NEW CONSTRUCTION

Should the work as installed differ from the original design, the Contractor shall supply the City with a reproducible full size PDF drawing and (1) Fullsize and (1) ½ size hard copy set with all deviations from the original recorded thereon (layout and grades included). This "as-built" shall be found to be of acceptable quality by the Landscape Architect. Upon request, the City shall supply the Contractor with a PDF for his/her "as-built" drawing. "As-built" drawings shall also be required as stated in Section 36-4 of the Standard Specifications.

S. LICENSE REQUIREMENTS

For this publicly bid project either a General Engineering Contractor "A" that also holds a "C27" License, or a General Engineering Contractor "A" License with a qualified

subcontractor “C27” Licensed. The “C27” contractor shall have previous park construction experience and shall be required to install the irrigation and landscaping for municipal projects. The “A” contractor is categorized as a general engineering contractor as stated in the Business and Professions Code (B&P) Section 7056 of Article 4 Classifications on the California Contractors State License Board website.

T. **PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS**

Contractor shall repair and replace to City standards any existing asphalt or concrete pavements damaged during construction activities at no expense to the City. These pavement areas include street, curb and gutter, sidewalk and park path. Contractor shall meet with the Park Construction Inspector prior to commencing work to document existing conditions of these paved areas.

U. **PROJECT COORDINATION**

Contractor shall complete all general coordination with the Project Manager, the Landscape Architect, the City Inspector, and other City staff as necessary to complete the Project in an efficient workmanlike manner. This coordination includes: Submittals; Record Drawings; Maintenance of Traffic, Public Safety, and Convenience; Protection of Existing Improvements; Construction Facilities and Temporary Controls; Temporary Electricity; Project Closeout; and Operation and Maintenance Data for this Project

V. **CWTA Language for Specifications – Estimate Over \$1 Million**

**CWTA REQUIREMENTS**

This project is subject to the requirements of the City’s Local Hire and Community Workforce Training Program and the City’s Community Workforce Training Agreement (CWTA). A copy of the CWTA and a summary of its requirements (CWTA Summary) is provided in Exhibit D to this solicitation. By submitting a bid, the Contractor acknowledges that it has read and understands all the requirements, terms, and conditions of the CWTA and CWTA Summary, and has included all costs associated with compliance with the CWTA in its bid.

The Contractor must execute Addendum A to the CWTA (“Agreement to be Bound”) and provide an executed original to the City before the contract can be awarded. Each subcontractor for Work covered by the CWTA, including subcontractors not listed at the time of bid or otherwise hired after contract award, must also execute Addendum A to the CWTA. No subcontractor may perform Work prior to executing Addendum A and providing the executed original to the City.

The failure to sign and submit Addendum A by any subcontractor, shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A.

Contractor must include the provisions of this section, as well as a copy of the CWTA and the CWTA Summary, in every subcontract for Work covered by the CWTA.

By submitting a bid, Contractor represents that the Contractor and all its subcontractors performing Work covered by the CWTA will execute the Addendum A if awarded the contract.

The failure to submit an Addendum A or to otherwise comply with the requirements of the CWTA on this project may also result in a future determination that the Contractor and/or subcontractor is not responsible (pursuant to City Code section 3.60.020) when bidding on future projects for the City of Sacramento.

## II. Items for the Base Bid Proposal

### **Item No. 1 - Site Clearing and Grubbing**

This item shall consist of Site Clearing and Grubbing for the park development in conformance with Sections 12, 13, and 15 of the Standard Specifications and these Special Provisions.

- A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All weeds under two inches (2") in height may be disked under to a minimum depth of six inches (6"). All other weeds, shrubs, brush, vines, debris and all other objection material within the project site shall be removed and legally disposed of away from the project site at contractors cost.
- B. Debris - All resulting debris shall become the property of the Contractor and disposed of outside the project limits at the Contractor's expense.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Site Clearing and Grubbing as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 2 - Site Staking**

This item shall consist of Construction Staking the existing surface to the lines for the park development shown on the plans in conformance of the Standard Specifications and these Special Provisions.

- A. Staking:
  - 1. Vertical control is established by the benchmark indicated on the drawings.
  - 2. Layout of work shall be done under the supervision of the Contractor by a City-approved Land Surveyor licensed in California using professional-type instruments. The contractor shall establish elevations and locate and stake all on-site improvements and grading for approval by the City prior to proceeding and shall be responsible for any damage that may be sustained by the City or others from incorrect locations of site improvements. This surveyor shall certify that the completed work is done in a manner that the City can check from conformance as the work progresses.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Construction Staking as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

### **Item No. 3 - Temporary Construction Fence**

This item shall consist of furnishing, installing and maintaining a 6' high temporary construction Chain Link Fence around construction area as shown on the Plans in conformance with Section 10 of the Standard Specifications.

- A. Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until project acceptance, or as directed by the Inspector. Fences with panel stands are preferred over in-ground mount.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in completing the Temporary Construction Fence as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 4 - Temporary Site Access**

This item shall consist of furnishing, installing and maintaining temporary site access around construction area as shown on the Plans in conformance with Section 10 of the Standard Specifications.

- A. Temporary Site Access shall include installation of trench plates and temporary aggregate base ramps as shown on the Existing Conditions and Demolition Plan. Any damage to the site from not using the temporary site access shall be repaired at the contractor's expense. When the temporary site access is removed the site shall be restored to previous conditions.
- B. Temporary Asphalt Access Ramp contractor to install new temporary asphalt ramp at the locations shown the plans. The contractor will need to install a conduit in the temporary access ramp to allow for drainage flow in the gutter. Once the temporary ramp is removed the site will need to be restored to previous condition.
- C. Temporary Asphalt ADA Ramp where the trench plates are installed over park walkways that remain open to the public, the contractor will be required to install an asphalt ramp entering and existing the trench plate. If this temporary ramp is damaged during construction the contractor shall restore the ramp to an accessible condition. These ramps need to remain in place until the trench plates are removed and the walkway is restored to previous conditions.
- D. Trench plates shall consist of high-strength steel plates with a minimum thickness of 1". The contractor shall install the plates at the location shown on the plans. Any trench plates installed where accessible walkways existing will need to have cold patch asphalt. Remove trench plate once the new restroom / storage building has been installed.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in completing the Temporary Site Access as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 5 - Demolition**

This item shall consist of Demolition and removal of items indicated on the plans in conformance with Section 13-3 Removing / Relocating of the Standard Specifications and these Special Provisions.

- A. Irrigation components shall be removed as shown on the plans including damaged irrigation heads, irrigation valves, and cut irrigation lines not being used to reconnect the irrigation system. All resulting debris shall be removed and legally disposed of away from the project site.
- B. Saw Cutting shall be straight, clean lines. All resulting debris shall be removed and legally disposed of away from the project site.
- C. Concrete and Asphalt Paving removed in the areas shown on the plans. The contractor shall remove the paving and aggregate base off site and dispose of the material in a legal manor.
- D. Holes and depressions resulting from removed items shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Inspector.
- E. Waste Disposal and Waste Logs Debris removed from the site shall be disposed of legally and are required to be taken to one of three Sacramento County Certified C&D Sorting Facilities. The facilities are GreenWaste Florin Perkins Resource Recovery Facility, L and D Landfill and Material Recovery Facility, and Sierra Waste Recovery & Transfer Station, Inc. The weight tickets for the waste removal shall be saved and turned into the City prior to the final project acceptance. In addition, the weight tickets need to be stamped "Sacramento County Certified C&D Sorting Facility" as required in CAL Green Code. The waste tags must show that 65% diversion rate was achieved for the waste material removed. If the contractor does not meet the 65% diversion rate, C&D may impose fines. Any fines imposed for not meeting this requirement shall be at the sole expense of the contractor.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Demolition as shown on the plans, as specified in these Special Provisions, and as directed by the Inspector.

#### **Item No. 6 - Erosion and Sediment Control Measures**

This item shall consist of providing a QSP/D per the specification to provide storm water inspection services that comply with the 2022 Construction General Permit (2022 CGP) and implementing the Erosion and Sediment Control measures at the locations indicated on the plans in conformance with Sections 13 and 16 of the City Standard Specifications and per the State Water Resources Control Board, Order No. 2009-0009-DWQ and these Special Provisions.

- A. Storm Water Pollution Prevention Plan (SWPPP) – The City has prepared a SWPPP document per the requirements of this project. The contractor and its employees shall be familiar with the requirements outlined in the SWPPP document. The contractor shall have a have a staff person who is a Qualified SWPPP Practitioner (QSP) on site or have staff person trained by a QSP on site during construction business hours.

The SWPPP shall reside on the site and or with the construction Forman throughout the duration of construction. The completed SWPPP Manual and Log shall be returned to the City's QSD prior to the final acceptance of the project.

B. SWPPP Implementation Items

1. Contractor's QSP Required - The Contractor to have a qualified QSP and Data Submitter on the State Waterboard website (SMARTS). QSD will perform the required inspections as outlined in the 2022 CGP.
2. QSP Required inspections – The Contractor's QSP will perform the required inspections as outlined in the 2022 CGP. Required inspections include the first 30 days of construction commencement, twice annually, within 14 days of the project transitioning to "inactive" status, and prior to submission of the NOT.
3. Amendments, Winterization Planning and Misc SWPPP Consulting - The SWPPP may require amendments, winterization planning, incident/compliance reporting (NAL Exceedance reports, Notice of Discharge reports, etc.) per the requirements of the 2022 CGP.
4. SWPPP Weekly Site Inspections – Contractor's QSP shall visit the project once per week throughout the project duration. QSP will evaluate the jobsite and overall Best Management Practices (BMP) effectiveness and recommend adjustments to maintain compliance with the 2022 CGP. An electronic copy of the SWPPP inspection report will be emailed to the Contractor, and City Park Inspector and City project manager.
5. QSP Required SWPPP Monthly Inspections – Contractor's QSP will perform monthly SWPPP inspections. The Contractor's QSP will evaluate the jobsite and overall Best Management Practices (BMP) effectiveness and recommend adjustments to maintain compliance with the 2022 CGP. The QSP will audit contractors SWPPP training records to ensure compliance with the 2022 CGP. An electronic copy of the SWPPP Inspection report will be provided via email to the Contractor, City Park inspector and City project manager.
6. QSP Required Pre-QPE Inspections – The Contractor's QSP will perform the required inspection prior to any Qualified Precipitation Event (QPE) The QSP will evaluate the jobsite and overall Best Management Practice (BMP) effectiveness and recommend adjustments to maintain compliance with the 2022 CGP. An electronic copy of the SWPPP Inspection report will be provided via email to the Contractor, City Park inspector and City project manager.
7. SWPPP During and Post Storm Inspections (With and Without Sampling) The Contractor's QSP will perform all during and post storm QPE related SWPPP inspections (with or without sampling). The QSP will evaluate the jobsite and overall BMP effectiveness and recommend adjustments to maintain compliance with the 2022 CGP. An electronic copy of the SWPPP Inspection report will be provided via email to the Contractor, City Park inspector and City project manager.
8. QSD Required NAL Exceedance Inspection - The Contractor's QSD/P will perform a Post NAL Exceedance inspection within 14 days of the conclusion of the QPE as outlines in the 2022 CGP. NAL Exceedance inspection and testing should be submitted to the City as an additional cost during construction if required, and it is not included in the cost of this bid item. An electronic copy of the SWPPP

Inspection report will be provided via email to the Contractor, City Park inspector and City project manager.

- C. Annual Report and Notice of Termination (NOT) - will be prepared and filed by the City's project manager and filed by the City on SMARTS after final stabilization has been achieved.
- D. Housekeeping Practices shall be implemented as follows:
1. Solid Waste Management procedures shall include designated waste collection areas and containers in areas indicated. Arrange for regular removal and disposal from the site of solid waste. Daily, clear site of trash including organic debris, packaging materials, scrap or surplus building materials, as well as domestic waste. Solid Waste Containers shall have a lid/cover and shall cover it at the end of each workday or when it is windy.
  2. Material Delivery and storage Area shall be designated and provided with a secondary containment method, as with berms. Store material on pallets and provide covering or watertight containers for soluble materials. Locate materials in a lockable storage contain or other secure enclosure to insure items cannot be vandalized or displaced during nonworking hours. Inspect area weekly and 48 hours prior to a storm event. If a spill is discovered the contractor shall first notify the contractor's and the City's QSP immediately and then have the QSP provide directions on how the spill should be cleaned up and if testing will be required.
  3. Concrete Waste Area shall be designated and provide for a temporary pit to be used for concrete truck washout. Dispose of hardened concrete offsite. At no time shall a concrete truck dump its waste and clean its truck into the City storm drains via curb and gutter. Inspect daily to control runoff, and weekly for removal of hardened concrete. If the contractor has a designated area for the concrete washout on site, the contractor shall cover and divert rainwater from entering into the washout area. The contractor can use a mobile concrete washout or other similar concrete washout system.
  4. Paint and Painting Supplies instructions shall be given to employees and subcontractors regarding reduction of pollutants including material storage, use, and clean up. Inspect site weekly for evidence of improper disposal. A second containment system shall be used to minimize pollutants from escaping the washout areas. In addition, the contractor shall place plastic or some other non-permeable lining on the ground to minimize contact between the native soil and the pollutants.
  5. Vehicle Fueling, Maintenance, and Clearing shall be in a designated area with a secondary containment, as with berms. In addition, the contractor shall place plastic or some other non-permeable lining on the ground to minimize contact between the native soil and the pollutants. Provide equipment with drip pans. Restrict on-site maintenance and cleaning of equipment to a minimum. Inspect area weekly.
  6. Hazardous Waste Management instructions shall be given to all employees to prevent the discharge of pollutants from hazardous wastes to the drainage system

through proper material use, and waste disposal. Hazardous waste products commonly found on-site include but are not limited to paints & solvents, petroleum products, fertilizers, herbicides & pesticides, soil stabilization products, asphalt products, and concrete curing products. A list of materials expected to be used is listed in the SWPPP. If additional items or items need to be removed the contractor shall notify the City QSP.

7. Dust Control: The Contractor shall comply with all City and County of Sacramento, State of California air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall always be responsible for the control of dust within the limits of the project including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Inspector to eliminate the nuisance of blowing dust without causing sediment, debris, or litter to enter the City storm drain system.
8. Erosion, Sediment, and Pollution Control - The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project. In addition, the contractor shall take measures to eliminate any water with pollutants from entering the project site as 'run-on'. The contractor shall always be responsible for erosion and sediment control during (working hours) and during normal working days, excluding evenings, weekends, and holidays. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.
9. Non-Storm Water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Inspector.
10. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean-up efforts shall be made prior to weekends and holidays, and before a predicted rain event.

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

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

11. More information and details of Best Management Practice the contractor shall refer to the Erosion and Sediment control plan.

- E. Construction Site shall be prepared by the Contractor prior to the start of construction and shall have erosion and sediment control measures in place until the project is complete. Contractor shall ensure to have all erosion and sediment control measures as outlined on the plans in place throughout the year.
- F. Erosion and sediment control measures shall be installed and maintained before the start of construction begins and until disturbed areas are stabilized. All erosion and sediment control measures shall be checked and maintained by the contractor on a minimum of a weekly basis, before and after and during all storms to ensure measures are functioning properly.
- G. Erosion Control Plan may not cover all the situations that arise during construction due to unanticipated field conditions. Changes to the erosion and sediment control plan shall be made to meet field by the City's QSP. The contractor shall make the required changes within 48 hours.
- H. Exposed/Disturbed soils that are present, the Contractor shall replant the areas with native compatible, drought-resistant vegetation prior to the end of construction, before shutting a site down for the wet seasons, or areas not actively being constructed within the last 14 calendar days. In addition, the contractor shall use wet suppression to dampen the soil to minimize dust on as need basis. The contractor shall provide a price in the bid to:
1. Install Polyacrylamide (PAM) and Copolymer of Acrylamide where the paving is scheduled to be installed (price to install two times)
  2. Install straw mulch with tackifier, install where planting is scheduled to be installed. (Price to install two times).
  3. Installation Copolymers of Sodium Acrylates and Acrylamides installed on slopes between 5:1 to 3:1. (Price to install two times).
- The contractor shall provide a square foot price per application (within the Schedule of Unit Pricing) to install these items as described above. If additional applications are required, then the City will prepare a change order to increase the contract amount. If the items are not installed as described above, then the City will prepare a deductive change order at the end of the project.
- I. Stabilized Construction Entrance shall be installed by the Contractor prior to the commencement of construction including clearing and grubbing. Location of the entrance may be adjusted by the Contractor to facilitate grading operations. All construction traffic entering the paved road must cross the stabilized construction entrance. The stabilized construction entrance shall remain in place until the road base rock course is completed or when the City QSP authorizes the removal of the stabilized construction entrance. The contractor will be responsible for cleaning the stabilized construction entrance if the QSP finds it requires maintenance. All sediment deposited on paved roadways shall be swept at the end of each working day or as necessary.

- J. Fiber Rolls shall be installed per the plans and shall be placed around all new and existing drainage structure openings immediately after the structure opening is constructed. All fiber rolls shall be maintained and remain in place until construction is completed.

Payment shall be made at the lump sum bid price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Storm Water Services and Erosion and Sediment Control Measures as shown on the plans, as specified in these Special Provisions, and as directed by the Inspector.

**Item No. 7 – Imported Topsoil**

This item shall consist of furnishing and placing imported topsoil in areas as shown on the plans, in conformance with the plans and these specifications and in conformance with Section 14 of the Standard Specifications and as directed by the Park Construction Inspector.

- A. Certification stating quantity, type, and composition, weight and origin for all import topsoil shall be delivered to the City Representative before the material is used on the site.
- B. Soil Samples shall be provided, three samples of the import topsoil shall be tested by Sunland Analytical (or approved equal testing firm), (916) 852-8557. The soil testing firm should provide the following testing for each sample.

-ETP.9 Total 9 Metals – Acid Digestible (Method 3050) value for Arsenic (As), Cadmium (Cd), Chromium (Cr), Copper (Cu), Lead (Pb), Mercury ( Hg), Nickel (Ni), Selenium (Se, Zinc (Zn)

-LTP.3 General Landscape Evaluation – Soil Saturation percent, Soil Texture, Infiltration Rate, Ph, Conductivity, Total dissolved salts, Cation Exchange Capacity, Potassium, Sodium, Calcium, Magnesium, Nitrate and Phosphorus, Sulfur, Chloride, Boron, Sulfur or Lime Requirement, Gypsum Requirement, Sodium Absorption Ratio, Exchangeable Sodium Percent & Organic matter also included are recommendation for soil amendment based on analysis results.

No material shall be delivered to the site, until the City Representative approves the material. All testing costs shall be paid for by the Contractor. Contractor shall allow for sufficient time for such testing prior to construction. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.

- C. Import Topsoil shall be a homogeneous mineral soil classified as sandy loam, or fine sand. Particle size data shall be based upon standard USDA methodology. Of the material falling in the sand category, a minimum of 80% shall fall in the fine sand range .05 - 5mm. Gravel content greater than 2.0mm shall be less than 15%. Import topsoil shall not contain more silt and clay than the on-site native soil. The sum of silt plus clay shall be less than 25%; the soil shall be non-saline as determined on the saturation extract. Salinity shall not exceed 3.0 mmhos/cm, boron shall not exceed 1.0 ppm and the sodium absorption ratio (SAR) shall not exceed 6.0. Soil reaction as determined on a saturated paste shall fall between 5.5 and 7.5. The soil shall be free of organic

herbicides, or other growth-restricting chemicals. Contamination may be tested by greenhouse trials using rye grass and radish as test crops using the proposed import soil as substrate. These trials require four to five weeks for completion.

- D. Soil Generated during the excavation of utilities and concrete paving can be used as fill soil for the soccer fields. The contractor shall clear and grub the proposed paving area to minimize the organic material used for the soccer field fill soil.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Import Topsoil to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

### **Item No. 8 - Site Grading**

This item shall consist of Site Grading the existing surface to the lines and grades for the park development shown on the plans in conformance with sections 14 and 15 of the Standard Specifications and these Special Provisions.

- A. The Contractor shall meet the lines and grades as shown on the grading plan. Should import or export of soil become necessary to meet the lines and grades as shown on the plans, it shall be at the sole expense of the Contractor. Should export of soil become necessary, it shall be at the discretion of the Landscape Architect to allow the Contractor to make necessary adjustments to balance the earthwork on site at no additional cost to the City. The Contractor shall be solely responsible for earthwork calculations.
- B. Relative Compaction for landscaped areas shall be 85%, or as directed by the Landscape Architect.
- C. Site grading shall be approved by the Landscape Architect upon completion of grading operations.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the Site Grading as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 9 - Electrical System Improvements**

This item shall consist of furnishing, installing and testing the electrical and telephone systems, as shown on the plans in conformance with section 34 and 38 of the Standard Specifications and these Special Provisions.

- A. Concrete Pads shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Specials Provision.
- B. Electrical Incidental Parts which are not shown on the plans or specified herein and which are necessary to complete the park lighting, electrical or telephone systems

shall be furnished and installed as through such parts were shown on the plans or specified herein.

- C. Electronic Marker System shall conform to Section 10-54 of the Standard Specifications, except as amended by the following: no marker locators will be required by the Contractor. Contractor shall supply only enough markers for use in new electrical system. The markers shall be placed within the pull box cover of buried lawn area pull boxes. The marker shall be 3M EMS 4" Extended Range 5' Ball Marker – Power 1402-XR.
- D. Metered Service Pedestal shall conform to metered service pedestal per the Standard Specifications detail E-20 and as shown on the plans. All metered service pedestal shall be constructed of stainless steel, galvanized steel with powder coated finish pedestals are not acceptable.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved completing the Electrical System as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 10 - Aggregate Base**

This item shall consist of furnishing and installing aggregate base (AB) under the concrete flatwork or asphaltic concrete pavement as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

- A. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.
- B. Recycled Aggregate Base will be allowed and must conform to the requirements of Section 26 of the State Specifications, and tested prior to arrival at the site to verify that it meets the requirements of Class II Aggregate base.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing and completing the Aggregate Base to Place under Concrete Flatwork as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 11 - Concrete Flatwork**

This item shall consist of furnishing and constructing Concrete Flatwork as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths

inch (3/8") radius

- C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- D. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Concrete Flatwork as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 12 – Asphalt Paving**

This item shall consist of furnishing and installing three inches (3") of asphaltic concrete as shown on plans in conformance with Section 10, 22 and 23 of the Standard Specifications and these Special Provisions and Section 39 of the State Standard Specifications.

- A. Asphalt Concrete shall be Type B (medium) and shall conform to Section 22 of the Standard Specifications and Section 39 of the State Standard Specifications.
- B. Tack Coat shall be applied and shall conform to Section 22-7 of the Standard Specifications.
- C. Asphalt Binder shall be PG64-10 or PR64-16 and shall conform to Section 39 of the State Standard Specifications.
- D. Asphalt Sealcoat shall be an application of Asphalt Emulsion and shall comply with Section 23-3, 23-6 and 23-7 of the City Standard Specifications. Asphalt Sealcoat may be Raynguard "Steelguard" asphalt pavement sealer or approved equal.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing and completing the Asphaltic Concrete as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 13 - Booster Pump Assembly**

This item shall consist of furnishing and installing a Booster Pump Assembly as shown on the plan in conformance with these Special Provisions and the manufacturer's specifications.

- A. Booster Pump Assembly shall be by V-Power Equipment Inc., Phone: 916-266-6743, Representative Chris Murray: Model **(180COSAC02042025-1-15VFD-460-3)**, or approved equal. Booster pump assembly has been designed for **Garcia Bend**, Sacramento, California; Assembly, testing, startup, and service by **V-Power Equipment Inc.** Electrical supply to power the booster pump assembly shall be provided by the Contractor. **3 Phase, 208-230/460 V)**

- B. **A V-Power Equipment Inc** is designed to operate automatically through a control system. The irrigation system must provide (A) the water pressure through the plumbing connection and the (B) control device, The pressure source for the system can be city pressure, gravity, or a pump that creates or boosts the required pressures The control device can be a controller linked with a pump start relay, pressure switch, float switch, or flow switch for automatic operation. The basic function of our system will receive an external electrical signal, close a contact transferring the power to the motor and the pump is activated. When the demand stops, the contacts open and subsequently the pump turns off.
- C. Conditions: Maximum flow (Insert GPM and PSI increase here), electrical service 208-volt three-phase, 24VDC-pump start, assembled and mounted above ground in a weatherproof enclosure.
- D. Pump shall be by Berkeley 'B' series or approved equal. Berkeley pump with 3450 rpm, 3-Phase, 208-230 volt, ODP motor. Cast iron bronze fitted construction and mechanical shaft seal, size 2" discharge, 2-1/2" suction. Motor and pump sizing to meet conditions and to allow irrigating site in 8 hr to 10 hr period.
- E. Panel shall be a Safetronics Rapidpak Model No. VFD (Hitachi), PID Loop, 230-volt circuit breaker, control transformer, through door operator, and cooling fan. Power supply included. Efactor PA3224 transducer 4-20MA output, SS with shielded cable. Efactor SI 1006 flow sensor for 110 volt and SS probe with adjustable set point, #E18026 sensor cable, and #E40107 adapter or connect pump start terminal in irrigation controller (as specified).
- F. Controls for 24 volt PLW start relay, relay reset and red pump button light for high temperature safety, terminal strip, and wiring documentation.
- G. Temperature Switch shall be a Barksdale Temp Switch model no: ML1H-203 to turn off or for no flow safety shut down.
- H. CLA-VAL PRV 90-01 size 2" flanged for pressure control.
- I. Gate Valve shall be two (2) Nibco GD4765 – line size, butterfly valve with grooved connection for above ground installation.
- J. Central Check Valve shall be 3" sized grooved connection for bypass. Galvanized system piping with grooved couplings and fittings 3" flanged connection.
- K. Gauge shall be two (2) No-shock Liquid Filled Gauges, 100 psi, size 2", for intake and outlet manifold.
- L. Custom Steel Enclosure shall be model no.: 66x56X34 two piece with control panel access, slanted roof, medium green color, all steel brackets and hardware, with louver vents inlet outlet located on the same side. The metal shall be 14-gauge bottom with provisions for padlock and 16-gauge top with lifting handle. The standard finish is Urethane Mastic by Rustoleum product no: 9807 color deep-deep Forrest or called spruce.
- M. Concrete Pad shall be a 72"X60 x 4" thick pad. Conduits need to be plumbed inside prior to making pad. The pad needs to be level for proper closure. Allow 30" clearance in front and behind for future access. Contractor to verify power, and supply control wires from irrigation controller.
- N. Testing. The pump system shall be tested by the manufacturer for conformance to the flow and pressure requirements specified. The Contractor shall submit to the Inspector certification of amperage draw, and amperage draw in x, y plot format.

Testing shall be performed in accordance with AWWA E107. Hydrostatic testing is not acceptable.

- O. Maintenance. A ninety (90) day maintenance period to cover system adjustments for optimum performance shall be performed.
- P. Warranty and Owners Manual. The entire pump station shall have an unconditional one-year warranty from the date of final acceptance by the City. The Contractor shall provide two (2) copies of owner's operating manuals with complete operational instructions and special tools for equipment to the Inspector.
- Q. Record Drawings. The Contractor shall provide three (3) copies of record drawings.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Booster Pump Assembly as shown on the plans, as specified in Section 36-25 of the Standard Specification, in these Special Provisions and as directed by the Inspector.

#### **Item No. 14 - Central Control System**

This item shall consist of furnishing and installing a Central Control System as shown on the plans in conformance with Section 34 of the Standard Specifications and these Special Provisions. Controller shall be placed in mechanical chase room at location of existing controller.

##### A. General

- 1. All materials furnished and installed shall be new and shall conform to the Standard Specifications for Public Works construction, current addition, as adopted by the City.
- 2. Mandatory pre-installation meetings are required for all City of Sacramento parks projects. The contractor shall organize and conduct an on-site, pre-installation meeting with a representative from SiteOne Landscape Supply Green Tech (equipment supplier), Daniella Martinez, the City's Irrigation Crew Supervisor, the Landscape Architect and the Inspector prior to the installation of the central control system.

John Ossa  
District Sales Manager - Specification  
925-628-3819  
[JOssa@siteone.com](mailto:JOssa@siteone.com)

Ross Reed  
District Sales Manager - Sacramento Valley  
916-202-4877  
[RReed2@siteone.com](mailto:RReed2@siteone.com)

- 3. All materials except interconnect conductors shall have a five year limited warranty. The contractor shall submit proof of warranty to the City inspector prior to the start of the maintenance period. It shall be the contractor's responsibility to obtain the

necessary warranty inspections and certification from Green Tech. No installation will be accepted without proof of warranty.

4. All existing and new computerized irrigation control system components shown on the plans shall be fully operational at final acceptance.
5. All incidental parts which are not shown on the plans or specified herein and are necessary to complete or modify the existing system shall be furnished and installed as though such parts were shown on plans or specifications. All systems shall be in satisfactory operation at the time of completion.
6. Existing interconnect systems shall be maintained in effective operation by the contractor for the duration of the work. The contractor shall notify the City inspector 48 hours prior to performing any work on an existing system.

## B. Product

### 1. Conduit

- a. All central control system interconnect conduit and fittings shall be PVC schedule 40 1 inch in size, unless otherwise noted.

### 2. Conductor

- a. Communication Cable as required from the submaster satellite assembly to the other satellite assemblies on line shall be a 4 conductor shielded cable (part # EV-CAB-COM). Communication cable may be used to link satellites up to 5,000 feet in length from each other. Cable shall be installed in a 1-inch PVC schedule 40 conduit.
- b. Flow Sensor Wire as required from the flow sensor into the satellite assembly enclosure shall be a 2 conductor shielded cable (part #FS-CAB). The cable shall be 16-gauge, single pair, shielded cable. The sensor cable may be used to connect the flow sensor to a satellite up to 2,000 feet in length from each other. Cable shall be installed in a 1-inch PVC schedule 40 conduit.
- c. Conductors shall be the same type and size shown on the drawings as required for proper operation of the system.

### 3. Wire Splices

- a. Conductors shall be installed with **NO UNDERGROUND** splices unless absolutely necessary and unavoidable. Any and all underground splices that are required to be made, must be approved by the City inspector and shall be placed in a suitable type 14 inch by 19 inch valve box for easy access.
  - b. Wire Splices on the communication or sensor cable shall be made with a 3M Direct Bury Splice Kit DBR/Y-6 or equal.
4. Pull Boxes shall be fabricated from a durable plastic material resistant to weather, sunlight, and chemical action of soil. Pull boxes shall be a minimum size of 20 inches

in length, 15.25 inches in width and 12 inches in height. In paved areas, the pull box shall be a concrete type with a cast iron lid.

5. Ground Rod

- a. A 5/8-inch by 8-foot ground rod, clamp and #6 gauge bare copper wire shall be provided at every satellite location. It shall be installed a minimum of 8 feet from the enclosure in a 10 inch round valve box. The valve box shall be installed flush to grade.
- b. All central control system equipment shall grounded to conform to requirements of the National Electric Code, current edition as adopted by the City and the manufacturer specifications. No solder connections will be allowed. Resistance to ground shall be no more than 10 ohms or less.

6. Satellite Assembly

The specification requested should read as follows:

**SA6-RM6-80/RSE/DXICA/PMR-CAC/FAN**

**SA6-RM6-80** - The Toro DXi controller Powered by Laguna [the DX3 is now obsolete] with with 16 [8 station increments] conventionally wired stations.

**RSE** - Rain Switch Enclosure Mounted Assembly.

**DXICA** - The DXi Cellular kit with includes their 4G/LTE modem and an installed external antenna. 10 Years of Cellular data plan shall be included.

**PMR-CAC** - ProMax Remote Receiver Permanently mounted inside the enclosure with antenna installed on the enclosure.

**FAN** - Thermostat controlled fan to assist in cooling the enclosure.

- a. The number and location of the satellites shall be as shown on the drawings and shall be as manufactured by Rain Master
- b. All satellites shall be pre-assembled (Satellite Assembly), by SiteOne Green Tech in a top entry, SA6 series "Strongbox" stainless steel weatherproof, vandal resistant, lockable enclosure manufactured by V.I.T. Products.
- c. The satellite assembly (part # SA6 series) shall consist of a stainless steel slant top enclosure, stainless steel removable backboard and two sideboards, interconnect terminal strips, primary power voltage surge arrester, on/off switch, a ground fault interrupt circuit, ground rod, wire and clamp. The controller stainless steel enclosure shall include the optional 12" stainless steel box extension and install as specified by SiteOne Green Tech.
- d. All outdoor controllers requires a fan (**part # FAN for wall mounted pedestal**).
- e. The satellite assembly shall optionally include a flow sensing assembly **FS-300 series** with a normally closed master valve on the mainline for point of connection (**part by Superior, Model 3200**)

- f. The satellite assembly shall be covered by a five year limited warranty.

### C. Execution of Work

#### 1. Interconnect Conduit

- a. The interconnect conduit shall be located within the public right-of-way whenever possible. If the conduit is installed outside of the public right a way, an easement shall be provided to the City prior to installation.
- b. Conduit runs shall be installed as shown in the approved plans. The Inspector prior to installation shall approve any changes.
- c. The ends of the conduits, whether shop or field cut shall be reamed to removed burrs and rough edges. Cuts shall be made square and true.
- d. The ends of the conduit shall be capped until the pulling of wiring is started.
- e. Conduit bends, except factory bends, shall have radii of not less than six times the inside diameter of the conduit.
- f. Conduit shall be installed at a depth not less than 18 inches below finished grade.
- g. Conduit shall be free of soil and debris.
- h. Nylon or polypropylene pull ropes with a minimum tensile strength of 500 pounds shall be installed in all conduits, which are to receive future, interconnect cable. At least 2 feet of pull rope shall be extended beyond each end of the conduit run and secured.

#### 2. Interconnect Conductors

- a. All interconnect conductors shall be pulled by hand.
- b. A total of 3 feet of cable shall be left at each satellite assembly and pull box. Sufficient slack shall be left to allow the wire to extend 18 inches above the top of the pull box grade.
- c. The interconnect wire shall be continuous from satellite to satellite. All splices shall occur within the satellite enclosure unless specifically authorized by the City Inspector. Splices shall be capable of satisfactory operation under continuous submersion in the water.

#### 3. Pull Boxes

- a. Pull boxes shall be installed at intervals not to exceed two hundred feet and at all changes in direction and where the conduit crosses a roadway, bridge or railroad track (with a 36-inch loop inside the box).

- b. Pull boxes shall be installed in area to be landscaped whenever possible.
- c. The bottom of the pull box shall be bedded in crushed rock six inches deep prior to installation of the interconnect cable.

#### D. Equipment Supplier Support

1. Review system and plans.
2. Conduct one pre-construction meeting on site, for the contractor and owners' representative.
3. Hook-up communication and flow sensor cable inside the assembly.
4. Test to verify proper grounding.
5. Field test for proper operation of the assembly components.
6. Communication cable continuity and resistance test.
7. Calibration of assembly flow sensing components (if applicable).
8. Verify equipment conforms to and is installed in accordance with Green Tech and Manufacturers specifications and recommendations.
9. Perform functional communication test of satellite system to existing (City) computer.
10. Provide written certification letters. The contractor is required to provide the Landscape Architect with a written certification letter by Green Tech, at final acceptance.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Central Control System as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Inspector.

#### **Item No. 15 - Automatic Irrigation System**

This item shall consist of furnishing and installing an Automatic Irrigation System as shown on the drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

- A. Irrigation Control Valves shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be existing and new valves shall be Buckner /Superior brass model 950, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.

- B. Gate Valves shall be existing. Any new valves shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be lead free and shall be manufactured by Nibco, Model number T-113LF or approved equal and as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.
- C. Master Valve shall be normally closed with 24 V solenoid and a bypass master valve normally open. Master Valve's sizes and type as shown on the plans and per Standard Drawing No. "L-20" of Section 38 of the Standard Specifications. Install per manufacturer's details and specifications. Pull four additional wires in different colors from controller to master valve.
- D. Flow Sensor and Output Transmitter: Install the flow sensor as per the details and manufacturer's specifications. Pulse output transmitter shall be installed per the manufacturer's specifications.
- E. Valve Boxes shall be existing. Any new valve boxes shall be plastic boxes installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.
- F. Electrical shall conform to Section 34 of the Standard Specifications.
- G. Irrigation Control Wires shall be existing. Any new wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.
- Irrigation Control Wires shall be color coded to the use listed below and follow the colors associated with them.
- a. Full Rotor - Red Wire
  - b. Part Rotor - Green Wire
  - c. Spray Heads - Yellow Wire
  - d. Bubblers - Blue Wire
  - e. Common Wire - White Wire
- H. Quick Coupling Valves shall be existing.
- I. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition. Schedule 80 fittings on all connections, unions and nipples within the valve. All other connections on lateral line are Sch 40.
- J. Main Line Pipe shall be existing. Any replacement pipe shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be schedule 40 solvent weld for lines 2" and smaller and Class 200 for lines 2½" and larger shall be Class 315 PVC rubber ring and gasket. Main line pipes 2" and larger shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist

of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.

- K. Lateral Line Pipe shall be existing. Any new lateral line pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.
- L. Trench Backfill shall be installed at no more than 6" lift and each lift shall be compacted to 85% relative density in landscaped areas and compacted to 95% within future paving areas. Mainline trenches shall also have 3" of sand below the mainline and 6" of sand above the conduit.
- M. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.
- N. Rotors shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-109 of Section 38 of the Standard Specifications. Rotors shall be the type and model as shown on the plans.
- O. Ball Valve Assembly shall be existing. Any new Ball Valve Assembly shall be constructed of SCH 80 PVC with threaded connections and shall be a Flo-Control by NDS, model PVC-Sch 80-Lo-Torq Ball Valve with Threaded connection, same size as mainline or approved equal. Valves shall be installed at finished grade in the same box with the remote-control valve.
- P. Electronic Marker System shall conform to Section 10-54 of the Standard Specifications, except as amended by the following: no marker locators will be required by the Contractor. Contractors shall supply only enough markers for use in new irrigation system. The markers shall be fastened to the underside of the valve box cover of buried lawn area valves only. The marker shall be 3M EMS Mini-Marker – Water, model 1257.
- Q. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.
- R. Preconstruction Test of Existing Irrigation System—City and Contractor shall perform a preconstruction irrigation test prior to the start of construction. During the test all existing remote control valves shall be turned on with the irrigation controller (manually operation is not permitted). The following irrigation items shall be marked with flags and marking paint: valves, quick couplers, working heads marked blue and broken head marker yellow. All existing broken heads shall be repaired by the City unless specified as an item on the project plans or specifications. Any irrigation damaged during construction shall be repaired by the contractor as soon as possible and shall be at the contractor expense.

- S. Existing Mainline and electrical conduits it's the contractor's responsibility to located the irrigation mainline and electrical conduits with a locator prior to the start of construction. If the City has a 'Record Drawing' plan a copy will be supplied to the contractor but City can't guarantee the accuracy of the 'Record Drawing'.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Automatic Irrigation System as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Inspector.

### **Item No. 16 - Lawn Sodding**

This item shall consist of preparing and planting lawn sod in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Soil shall be cultivated until the condition of the soil is loose and fine-textured to a depth of six inches (6"). The finished grade of all planting areas shall be reviewed and approved by the Landscape Architect before proceeding with planting.

Soil in lawn areas adjacent to curbs or paved areas shall be graded so that after settlement, the soil will be one half inches (1/2") below the top of curb or paving.

- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

- C. Soil Preparation Materials shall conform to Sections 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

1. Soil Fertility Report - Contractor shall submit a soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results.

All soil amendments shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. The contractor shall provide proof of soil amendment application to the Park Inspector.

2. Organic Matter shall be nitrogen treated fir bark with the following properties:

Physical Properties: 95% - 100% passing, sieve size 6.35 mm (1/4" inch), 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh), and 0% - 30% passing, sieve size 500 micron (No. 35,32 mesh).

Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts –

maximum 3.5 milliohms / centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0 – 6.0%.

3. Soil Conditioner shall be Tri-C Humate 6/2/4 Plus w/ 15% Humic Acids, 7% Calcium, and 5% Sulfur, or approved equal. The soil amendment shall contain 6-2-4 (NPK ratio) and 20% humic acids and shall be applied at the rate of 70 lbs. per 1,000 square feet. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector. For supplier call 1-800-927-3311 or SiteOne Landscape Supply (916) 635-1200.
  4. Additional Soil Amendments may need to be added such as Sulphur, Gypsum, Lime, etc. based on the soil fertility report for the project.
- E. Turf Sodding shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.
1. Turf Sodding shall be by Delta Blue Grass, TifTuf Bermuda or approved equal. The installation of the turf sod rolls shall be installed within 24 hours after being delivered to the site. Any rolls of sod not installed and dried out
  2. Sod Installation – Delta Blue Grass doesn't provide union labor. The contractor will need to hire a landscape contractor with previous experience in installing Bermuda sod.
- F. Turf Starter Fertilizer shall be applied at the rate of ten (10) lbs. per 1,000 square. Starter fertilizer shall conform to the requirements of the California Food and Agricultural Code A.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved in completing Lawn Sodding as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 17 - Lawn Overseeding**

This item shall consist of preparing and planting lawn overseeding in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Overseeded Turf Areas the existing turf needs mow the overseeded turf areas to 1" in height. Any low areas or divots need to be filled with top soil. The overseeded area will need to be aerated.
- B. Overseed Areas with 90% Dwarf fescue, 10% Dwarf Kentucky Blue Grass applied at the rate of not less than twelve (12) lbs. of viable seed per 1,000 square feet. Seed mix shall be submitted to the Engineer or Landscape Architect for approval. All seed shall be labeled in accordance with the California Food and Agricultural Code and shall be delivered to the site in original, unopened containers and shall bear a dated guaranteed analysis.

- C. Top Dressing After the seed is installed the contractor shall install a minimum of a ¼” and a maximum of 1/2” of topsoil over the top of the overseeded areas.
- D. Watering after the installation of the topsoil the contractor needs to saturate the soil without causing excessive water runoff and grass seed from washing away.
- E. Overseeded Areas – During the plant establishment period the contractor shall inspect the overseeded turf areas with the City a minimum of 30 days prior to the end of the plant establishment period. Any areas that don’t have 90% turf coverage will need to be overseeded again at the contractors expense. Areas within the tree dripline with mostly shade shall have at least 50% turf coverage. No overseeding required within 5’ of the existing trees.
- F. Turf Starter Fertilizer shall be applied at the rate of ten (10) lbs. per 1,000 square. Starter fertilizer shall conform to the requirements of the California Food and Agricultural Code A.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved in completing Turf Overseeding as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 18 - Bark Mulch**

This item shall consist of furnishing and installing a three (3”) layer of bark mulch in all planted areas and tree wells in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Mulch shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be three inches (3”) deep in the planters at the time of final acceptance. It shall also placed in a four foot (4’) diameter circle around the tree base in turf areas. Mulch shall be kept at a minimum of three inches (3) away from the trunks of all woody shrubs and four inches (4”) away from trunk of all trees.
- B. Mulch shall be evenly spread in all planter areas as specified on the plans. Mulch shall be Medium Walk on Bark, consisting of shredded Douglas fir, Red fir or white fir, fibrous in nature, two inch (2”) minimum to four-inch (4”) maximum in length, available from Redi-Gro, or approved equal. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Bark Mulch to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 19 - Landscape Weed Fabric**

This item shall consist of furnishing and installing landscape weed block fabric under all bark mulch in all planted areas in conformance with the Standard Specifications and as amended by these Special Provisions.

- A. Landscape Weed Fabric shall be DeWitt Weed Barrier Landscape Fabric, 3.5-ounce, 12 yr., Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

- B. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.
- C. Landscape Fabric only required for parking lot island planters. No weed fabric required in turf area around the base of trees.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Landscape Weed Fabric to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

### **Item No 20 - Landscape Maintenance (60 days)**

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Sections 35-15 through 35-18 of the Standard Specifications and as amended by these Special Provisions.

- A. **Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications. As amended by the following: The start of the Maintenance period will not start until SUBSTANTIAL COMPLETION (refer to sections 1-45 and 8-4 of the 2007 City Standard Specifications) of the entire project has been determined by the city landscape architect.**
- B. Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.
- C. Plant Replacement shall conform to Sections 35-14 of the Standard Specifications.
- D. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be sixty (60) calendar days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.
- E. Lawn Maintenance shall conform to Section 35-16 of the Standard Specifications. The contractor shall water the new Bermuda sod as directed by Delta Blue Grass to establish the turf. Any overwatering and incorrect water that leads to fungal outbreaks and / or insect infestation shall be treated at the contractor's expense.

The first mowing of the new sod should be within the first 2 weeks. Bermuda shall mowed to a height of 1" to 1-1/2". The lawn shall be mowed thereafter ever 7 to 10 days at a height of 1" to 1-1/2". Lawn growing around trees, light poles, fences, and other obstacles shall be maintained at a height equal to that of the adjacent lawn areas or may be chemically controlled with the approval of the Landscape Architect. Catching of lawn clippings shall not be required. Following a minimum of three (3) mowings the Contractor shall be required to treat the lawn with a selective broadleaf and grass weed herbicide that will not harm the lawn. The Contractor shall conform to Section 35-6 of the Standard Specifications for application of herbicides.

1. Lawn Fertilizer (2nd Application): One week prior to the final inspection the Contractor shall apply to all lawn areas a second application of fertilizer with a 16-6-8, N-P-K analysis, at six (6) pounds per 1,000 square feet.
  
- F. Tree & Shrub Maintenance. Trees and Shrubs shall be pruned and shaped as directed by the Landscape Architect. Trees shall be restaked as necessary. Maintain watering basins and shrub and groundcover areas free of weeds.
  
- G. Pre-Final Inspection shall conform to Section 35-17 of the Standard Specifications and be amended as follows: Seven (7) weeks prior to the end of Maintenance Period, the Inspector and the Landscape Architect shall conduct a pre-final inspection. At the pre-final inspection or at any time thereafter, should the Inspector determine that the project meets the requirements of the final acceptance of the work, he may issue final acceptance of the project to the Contractor.
  
- H. Final Inspection shall conform to Section 35-18 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the planted areas shall be ninety percent (90%) weed free and in a neatly mowed condition, as determined by the Inspector.
  
- I. Soil Testing – The soil preconstruction test results have been preformed and provided by the City. One month prior to the end of the plant establishment period the contractor shall have soil testing completed a minimum of two samples per soccer field. The contractor shall install the recommended Nitrogen-Phosphorus-Potassium (NPK) and minerals recommended in the soils test. The contractor needs to provide the City a copy of the soils test and a written description what the contractor is applying to the turf before the end of the plant establishment period.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Landscape Maintenance (60 days) as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### III. ADDITIVE ALTERNATE BID ITEMS

#### **Item No. A1 – Small Soccer Field**

This item shall consist of furnishing and construction the small soccer field as shown on the plans in conformance with these specifications. This item will consist of clearing & grubbing, import of soil, site grading, sediment and erosion control measures, drainage, new irrigation, overseeding existing turf area, turf sod, landscape maintenance.

#### **Clearing and Grubbing**

This item shall consist of Site Clearing and Grubbing for the park development in conformance with Sections 12, 13, and 15 of the Standard Specifications and these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Clearing and Grubbing and as shown on the plans for the small soccer field and the areas around the small soccer Field.

#### **Site Staking**

This item shall consist of Construction Staking the existing surface to the lines for the park development shown on the plans in conformance of the Standard Specifications and these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Site Staking. This additional site staking is for the small soccer field and the areas around the small soccer field.

#### **Temporary Construction Fencing**

This item shall consist of furnishing, installing and maintaining a 6' high temporary construction chain link fence around construction area as shown on the plans in conformance with Section 10 of the Standard Specifications.

- A. This item shall be installed as specified in the base bid specifications item Temporary Construction Fencing and as shown on the plans for the small soccer field and the areas around the small soccer field. If this item is awarded it shall remain in place from the start of construction until the end of the plant establishment period.

#### **Storm Water and Erosion and Sediment Control Measures**

This item shall consist of providing a QSP/QSD per the specification to provide storm water inspection services that comply with the 2022 Construction General Permit (2022 CGP) and implementing the Erosion and Sediment Control measures at the locations indicated on the plans in conformance with Sections 13 and 16 of the City Standard Specifications and per the State Water Resources Control Board, Order No. 2009-0009-DWQ and these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Storm Water and Erosion and Sediment Control Measures and as shown on the plans for the small soccer field.

- B. Storm Drain Inlet Protect after the new storm drain inlets are installed the contractor shall stall storm drain inlet protects as required by the state code and project plans and specifications.

### **Demolition**

This item shall consist of Demolition and removal of items indicated on the plans in conformance with Section 13-3 Removing / Relocating of the Standard Specifications and these Special Provisions.

- A. Soccer Goals and Footings the contractor to remove the existing inground mount pair of soccer goal installed on the small soccer field. The soccer goals and concrete footing shall be removed and disposed of legally off site.

### **Import Soil**

This item shall consist of furnishing and placing imported topsoil in areas as shown on the plans, in conformance with the plans and these specifications and in conformance with Section 14 of the Standard Specifications and as directed by the Park Construction Inspector.

- B. This item shall be installed as specified in the base bid specifications item Import Soil and as shown on the plans for the small soccer field.
- C. Soil generated from the excavation of soil for new concrete and aggregate base can be used as fill soil for the small soccer field if this additive alternate items is awarded. The contractor shall clear and grub the paved areas prior to exaction of soil. Clearing and grubbing organic material and tree roots produced during exaction shall be disposed of and can not be used as fill material for the small soccer field.

### **Site Grading**

This item shall consist of Site Grading the existing surface to the lines and grades for the park development shown on the plans in conformance with sections 14 and 15 of the Standard Specifications and these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Site Grading and as shown on the plans for the small soccer field and surrounding areas. Refer to plans for additional site grading information.

### **Lawn Area Drain Inlet**

This item shall consist of furnishing and constructing a Lawn Area Drain Inlet complete with concrete collar at the location and elevation as shown on the plans in conformance with these Special Provisions.

- A. Lawn Area Drain Inlet may be poured in place or may be precast, Christy model no. U21 or U21S or approved equal.
- B. Concrete for poured in place drain inlets or concrete collars shall be Portland Cement Concrete Type II Class "D", as specified in Section 10-5, and concrete work shall be completed in conformance with applicable requirements of Section 20 of the Standard Specifications.

- C. Grate shall be Christy welded steel grate with cross bars, outer grate dimension of 24" x 24" with lockdown bolts or approved equal.

### **Drain Inlet to Modify**

This item shall consist of modifying an existing Drain Inlet to modify at the location and elevation as shown on the plans in conformance with these Special Provisions.

- A. Drain Inlet Tap The contractor shall be responsible for the installation of the new storm drain line connection into the existing storm drain inlet. The new storm drain tap will require the contractor to cut a new hole into the existing storm drain inlet wall. The contractor shall place the new storm drain tap at the elevation shown on the plans. After the new tap is installed in the storm drain it shall be repaired with concrete and or non-shrink grout. Debris produced from the tap installation shall be removed and disposed.
- a. The existing drain inlet may have organic materials in the drain inlet. The contractor shall remove and dispose of organic material and soil from the drain inlet prior to starting the drain inlet modifications.
- B. Concrete Rim Colar shall be existing and shall be preserved and protected
- C. Grate be existing and preserved and protected.

### **Storm Drainpipe**

This item shall consist of furnishing and placing SDR 35 Storm Drainpipe as shown on the plans and in conformance with Sections 10 and 26 of the Standard Specifications and with these Special Provisions.

- A. SDR 35 Storm Drainpipe and fittings shall conform to section 10 of the Standard Specifications.
- B. Trench Backfill shall conform to Drawing T-80 of the Standard Specifications and per the project plans.
- C. Warning Tap where new drain piping is install the contractor shall install 3" Presco detectable underground utility tap above the piping as shown on the plans. The Presco tap should be silver and green with the words "Caution Buried Strom Drain Piping Buried Below".
- D. Crushed Rock Backfill where new drain piping is installed the contractor will need to install clean ¾" crushed rock above and below the drainpipe as shown on the plans.

### **Automatic Irrigation System**

This item shall consist of furnishing and installing an Automatic Irrigation System as shown on the drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Automatic Irrigation System and as shown on the plans for the small soccer field and the areas around the small soccer Field.

### **Lawn Sodding**

This item shall consist of preparing and planting lawn sod in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Lawn Sodding and as shown on the plans for the small soccer field.

### **Lawn Overseeding**

This item shall consist of preparing and planting lawn overseeding in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Lawn Overseeding and as shown on the plans for the area around the small soccer field.

### **Landscape Maintenance (60 days)**

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Sections 35-15 through 35-18 of the Standard Specifications and as amended by these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Landscape Maintenance.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the small soccer field and associated items as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

## **Item No. A2 – Walkway and Bleacher Concrete Paving**

This item shall consist of furnishing and constructing Walkway and Bleacher Concrete Paving and Associated Items as shown on the plans in conformance with the Standard Specifications and as amended by these Special Provisions.

### **Site Grading**

This item shall consist of Site Grading the existing surface to the lines and grades for the park development shown on the plans in conformance with sections 14 and 15 of the Standard Specifications and these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Site Grading and as shown on the plans for the installation of the new concrete paving, bleacher pad aggregate base next to the small soccer field. Refer to plans for additional site grading information.

### **Aggregate Base**

This item shall consist of furnishing and installing aggregate base (AB) under the concrete flatwork as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Aggregate Base and as shown on the plans for the new concrete paving and bleacher pad next to the small soccer field. Refer to plans for additional information.

### **Concrete Paving**

This item shall consist of furnishing and constructing Concrete Paving as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius
- C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- D. Test Panel shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 3' X 3' X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.
- E. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Walkway and Bleacher Concrete Paving as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. A3 – Site Furnishings**

This item shall consist of furnishing and installing Site Furnishings as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

#### **8' Picnic Table**

This item shall consist of furnishing and installing 92" picnic table as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Picnic Table shall be seven foot eight inch (7'-8") long concrete table by Outdoor Creations, Inc., model # 100S, surface mounted per manufacturer's specifications. Finish shall be smooth, color shall be as indicated on the plans.
- B. Accessible Picnic Table shall be seven foot six inch (7'-8") long concrete table by Outdoor Creations, Inc., model # 1002SE, surface mounted per manufacturer's specifications. Finish shall be smooth, color shall be as indicated on the plans.
- C. Distributed by: Outdoor Creation, (530) 365-6106, Contact Chad Smith., email:chad@outdoorcreations.com

- D. Concrete Pad shall be paid for under “Concrete Paving”, of these Special Provisions.

### **Serving Table**

This item shall consist of furnishing and installing an Concrete Serving Tables as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Serving Table shall be an 8' long concrete serving table by Outdoor Creations inc. Model 102, Finish: smooth, Color: Beige
- B. Distributed by: Outdoor Creations inc, (530) 365-6106, Contact Chad Smith. Email: [Chad@outdoorcreations.com](mailto:Chad@outdoorcreations.com)
- C. Dowels shall be installed as specified by the manufacturer and shall be provided by the Contractor.
- D. Concrete Pad shall be paid for under “Concrete Paving”, of these Special Provisions.

### **Concrete Benches**

This item shall consist of furnishing and installing Concrete Benches as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Concrete Benches shall be a 7' long concrete bench with back by Outdoor Creations inc. Model 408B “bench”, Finish: smooth, Color: Beige
- B. Distributed by: Outdoor Creations Inc, (530) 365-6106, Contact Chad Smith. Email: [Chad@outdoorcreations.com](mailto:Chad@outdoorcreations.com)
- C. Mounting Dowels shall be installed as specified by the manufacturer and shall be provided by Outdoor Creations.
- D. Concrete Pad shall be paid for under “Concrete Paving” of these Special Provisions.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Site Furnishings as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. A4 – Electrical for Future Items**

This item shall consist of furnishing, installing and testing the electrical for future Items as shown on the plans in conformance with section 34 and 38 of the Standard Specifications and these Special Provisions.

- A. Conduits shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Specials Provision. This item shall consist of installation of the conduit for the future field and future parking lot lighting.

- B. Pull Boxes shall consist of installation of new pull boxes for the future sports field and parking lot lighting. The contractor shall install the pull boxes as shown on the plans. The pull box shall have a locking lid.
- C. Concrete Curbing. If this item is awarded the contractor shall install a concrete mow ban around the outer perimeter of the pull box. The concrete to be used shall match the concrete mix as specified in these project Special Provisions "Concrete Paving".

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved completing the Electrical for Future Items as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. A5 –Bleacher**

This item shall consist of furnishing and installing Bleacher as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Bleacher shall consist of the contractor ordering, assembling and installing one (1) bleacher. Bleacher to be a 15', 3 row powder coated galvanized frame bleachers without guardrails. 2"x10" anodized seat planks and natural finish foot planks. Bleacher by PW Athletics. Model 1171-315G-P or approved equal.
- B. Distributed by: PW Athletics Mfg. CO, (866) 563-3161, Email: Sales@pwathletic.com
- C. All nuts and bolts shall be installed as specified by the manufacturer. Exposed bolts shall not have more than 3 exposed threads. If more than three threads are exposed the contractor shall cut the bolts down to have no more than three threads exposed.
- D. Concrete Pad shall be paid for under "Concrete Paving", of these Special Provisions.
- E. Mounting Bolts and Nuts the contractor shall provide and install mounting bolts and nuts to secure the bleachers to the concrete paving. The contractor shall install a minimum of four (4) bolts per bleacher. After the nuts on the mounting bolts are installed, they need to be tack welded to prevent theft.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Bleacher as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. A6 - Lawn Sodding in Lieu of Seed**

This item shall consist of preparing and planting lawn sod in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

##### **Clearing and Grubbing**

This item shall consist of Site Clearing and Grubbing for the park development in conformance with Sections 12, 13, and 15 of the Standard Specifications and these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Clearing and Grubbing as shown on the plans for the areas around the two large soccer fields. Refer to plans for additional information.

### **Lawn Sodding**

This item shall consist of preparing and planting lawn sod in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. This item shall be installed as specified in the base bid specifications item Clearing and Grubbing as shown on the plans for the areas around the two large soccer fields. Refer to plans for additional information.

### **Irrigation Modifications**

This item shall consist of Irrigation Modifications for the in conformance with the plans and standard specifications and as amended by these Special Provisions.

- A. The irrigation head within this area will need to be raised to meet the top of new sod. Adjust irrigation heads so they can provide proper irrigation coverage for the new sod.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Lawn Sodding in Lieu of Seed as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. A7 –Shrub and Tree Planting**

This item shall consist of furnishing and installing Shrub and Tree Planting as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

#### **Trees**

This item shall consist of furnishing, preparing, and planting 15-gallon Trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.  
  
Soil in lawn areas adjacent to paved areas shall be graded so that after settlement, the soil will be one half inch (1/2") below the top of the paving.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Trees and Planting Materials shall conform to Section 35-7 of the Standard Specifications, except where noted.
  - 1. Trees quality and size shall comply with current edition of "American Standard for Nursery Stock" as adopted by the American Association of Nurseryman.
  - 2. Plant Schedules shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.
  - 3. Tree Stake shall be pressure-treated lodgepole pine, eight-foot (8') by two-inch (2") diameter.

4. Nursery Stakes shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.
5. Tree Ties shall conform to Section 35-7, paragraph "g" except for the ties shall be rubber and attached per planting detail.
6. Fertilizer Tablets shall conform to Section 35-7, paragraph "d" and per planting detail.
7. Mulch shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be three inches (3') and placed in a four-foot (4') diameter circle around the tree base in turf and shrub areas. Mulch shall be kept a min. of three inches (3) away from the trunks of all woody shrubs and four inches (4") away from all trees.

### **Shrubs**

This item shall consist of furnishing, preparing and planting Shrub in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.

Soil in Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.

- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Soil Preparation Materials shall conform to Sections 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

1. Soil Fertility Report - Contractor shall submit a soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results.

All soil amendments shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. The contractor shall provide proof of soil amendment application to the Park Inspector.

2. Organic Matter shall be nitrogen treated fir bark with the following properties:

Physical Properties: 95% - 100% passing, sieve size 6.35 mm (1/4" inch), 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh), and 0% - 30% passing, sieve size 500 micron (No. 35,32 mesh).

Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 milliohms / centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0 – 6.0%.

3. Soil Conditioner shall be Tri-C Humate 6/2/4 Plus w/ 15% Humic Acids, 7% Calcium, and 5% Sulfur, or approved equal. The soil amendment shall contain 6-2-4 (NPK ratio) and 20% humic acids and shall be applied at the rate of 70 lbs. per 1,000 square feet. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector. For supplier call 1-800-927-3311 or SiteOne Landscape Supply (916) 635-1200.
4. Additional Soil Amendments may need to be added such as Sulphur, Gypsum, Lime, etc. based on the soil fertility report for the project.

D. Planting Materials shall conform to Section 10-43 and 35-8 of the Standard Specifications.

**Bark Mulch and Weed Fabric**

The bark mulch and weed fabric for these planters shall be covered under the base bid items for Bark Mulch and Weed Fabric. If the trees and shrubs are not installed in the planter shown on the plans the contractor will only install the bark mulch with weed fabric in this planter.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Trees and Shrubs as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

# CITY OF SACRAMENTO

DEPARTMENT OF YOUTH, PARKS & COMMUNITY ENRICHMENT  
PARK PLANNING AND DEVELOPMENT SERVICES,  
LANDSCAPE ARCHITECTURE SECTION

CONSTRUCTION PLANS FOR:

# GARCIA BEND PARK SOCCER FIELD IMPROVEMENTS

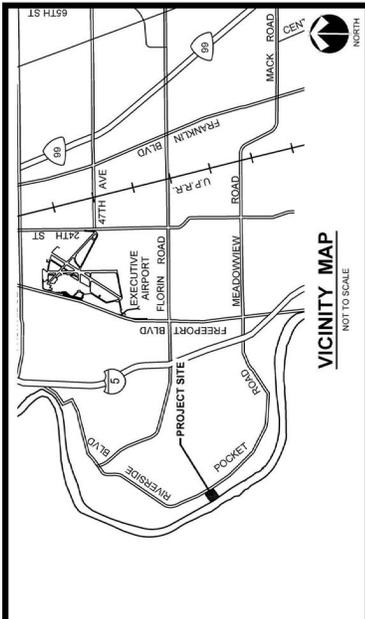
ADDRESS: 7654 POCKET ROAD  
PROJECT NUMBER: L19912700  
PARCEL NO.: 031-0030-028-0000  
TOTAL AREA DISTURBED: 6.06 ACRES



**LOCATION MAP**  
SCALE 1" = 300'

### GENERAL NOTES

1. COOPERATION OF CONTRACT DOCUMENTS REFER TO SECTIONS 5-1, COOPERATION OF CONTRACT DOCUMENTS OF THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION DATED APRIL 2020 MEMORANDA, APPLICABLE ADDENDA AND MEMORANDA.
  2. TRAFFIC CONTROL REQUIREMENT: REFER TO SECTION 5-4 PERMANENT SURVEY MONUMENT OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  3. EXISTING UTILITIES: REFER TO SECTION 13 EXISTING UTILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  4. LOCATION AND PROTECTION OF EXISTING TRUNKLINE UTILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS. PURSUANT TO THIS SECTION THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTING OF ALL EXISTING UTILITIES AND PROTECTING AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-422-2444) TWO WORKING DAYS PRIOR TO WORK COMMENCEMENT.
  5. PERMANENT SURVEY MONUMENTS: REFER TO SECTION 5-6 PERMANENT SURVEY MONUMENT OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  6. IF HUMAN REMAINS ARE ENCOUNTERED: ALL WORK SHALL STOP IMMEDIATELY. NOTIFY THE COUNTY CORONER'S OFFICE. THE COUNTY CORONER'S OFFICE SHALL BE NOTIFIED IMMEDIATELY IF THE REMAINS ARE DETERMINED TO BE NATIVE AMERICAN IN ORIGIN. BOTH THE NATIVE AMERICAN HERITAGE COMMISSION AND
7. TRENCH SAFETY PLANS: REFER TO SECTION 6-8 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  8. PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE: REFER TO SECTION 7-7 PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  9. RECORD DRAWINGS: REFER TO SECTION 5-3 RECORD DRAWINGS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  10. LAWS, REGULATIONS: REFER TO SECTION 6-1 LAWS, REGULATIONS AFFECTING THE WORK OF THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS FOR REQUIREMENTS.



**VICINITY MAP**  
NOT TO SCALE

### SHEET INDEX

TITLE	SHEET NO.
COVER SHEET	L1
SEDIMENT & EROSION CONTROL PLAN AND DETAILS	L2-2.1
EXISTING CONDITIONS & DEMOLITION PLAN	L3-3.1
GRADING AND DRAINAGE PLAN	L4-4.1
LAYOUT PLAN	L5-5.1
IRRIGATION PLAN	L6-6.1
CONSTRUCTION DETAILS	L7-7.2
ELECTRICAL PLAN SHEETS	E1
SYMBOLS LEGEND, DRAWING INDEX AND NOTES	E2
OVERALL SITE PLAN - ELECTRICAL	E3
ENLARGEMENT FLOOR PLAN, DEMO & NEW ELECTRICAL	E4
OVERALL RESTROOM FLOOR PLAN - NEW ELECTRICAL	E5
ONE-LINE DIAGRAMS & PANEL SCHEDULES	E6
ELECTRICAL DETAILS	
REFERENCE PLAN	
IRRIGATION PLAN	

### CITY REPRESENTATIVE:

JEFF NITTKA  
SENIOR LANDSCAPE ARCHITECT  
CITY OF SACRAMENTO, LANDSCAPE ARCHITECTURE SECTION  
1000 J STREET, SUITE 100  
SACRAMENTO, CA 95814  
TELEPHONE: (916) 808-5986 FAX: (916) 808-8275  
EMAIL: JNITTKA@CITYOF.SACRAMENTO.ORG

### APPROVED BY:

*Shannon Brown*  
SHANNON BROWN, ASSISTANT DIRECTOR  
YOUTH, PARKS AND COMMUNITY ENRICHMENT  
01/12/2026 (DATE)

*Jason Wisemann*  
JASON WISEMANN, MANAGER PARK PLANNING & DEVELOPMENT SERVICES  
YOUTH, PARKS AND COMMUNITY ENRICHMENT  
01/20/2026 (DATE)

### APPLICABLE CODES:

2022 CALIFORNIA BUILDING CODE (CBC) WITH CITY OF SACRAMENTO AMENDMENTS  
2022 CALIFORNIA ELECTRICAL CODE (CEC) WITH CITY OF SACRAMENTO AMENDMENTS

**GARCIA BEND PARK  
 SOCCER FIELD PROJECT  
 SEDIMENT & EROSION CONTROL PLAN**

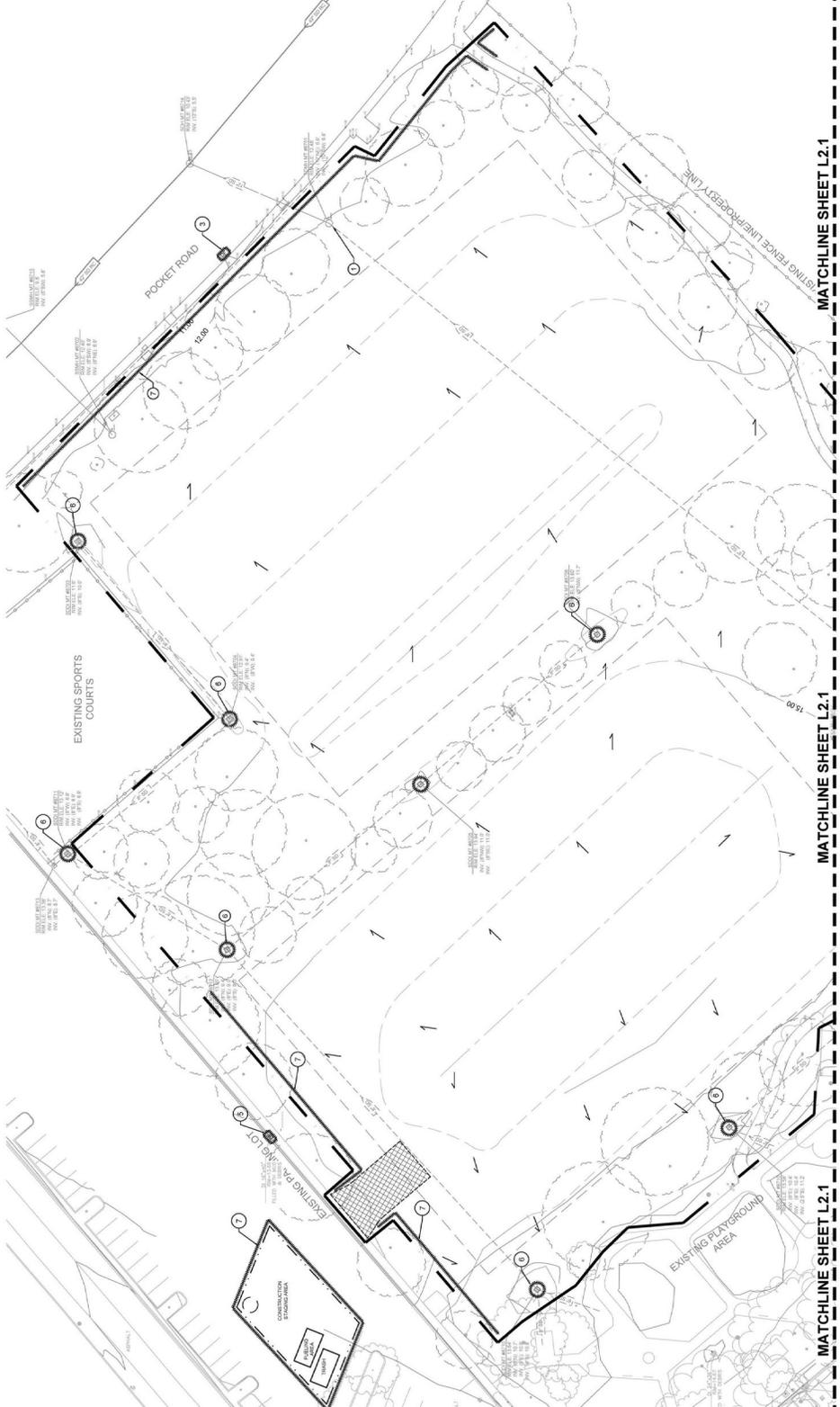
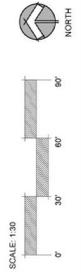
DATE: JUN. 23, 2016  
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 P. N.: L19912700  
 REVISIONS:  
 DESIGN BY: DRAM BY: LEV RYBANSOHN  
 ARCHITECT: JEFF MITTAL  
 LANDSCAPE ARCHITECT: LEV RYBANSOHN  
 CAD FILE



**SEDIMENT & EROSION CONTROL NOTES**

- CONSTRUCTION ACTIVITIES ON THIS SITE SHALL COMPLY WITH THE BOARD GENERAL CONSTRUCTION ACTIVITY STORM WATER PERMIT DEPICTED ON THE PLAN AND SPECIFICATIONS. FOR THIS PROJECT, THE CONTRACTOR SHALL OBTAIN A GENERAL PERMIT FROM THE REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) AND COMPLY WITH THE SPECIFIC CONDITIONS PREPARED FOR THE REQUIREMENTS OF THE GENERAL PERMIT. THE CONTRACTOR SHALL MAINTAIN ALL RECORDS AND DOCUMENTS OF THESE PERMITS AND AT THE DISCRETION OF THE CITY QUALIFIED STORM WATER DEVELOPER (QSD) AND QUALIFIED STORM WATER DEVELOPER (QSD) AND QUALIFIED STORM WATER DEVELOPER (QSD).
- THE CITY HAS ASSIGNED THE GENERAL PERMIT AND NOTICE OF INTENT (NOI) IS ASSIGNED TO THIS PROJECT. THIS PROJECT IS A RISK LEVEL 2 PROJECT.
- PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL OBTAIN A GENERAL PERMIT FROM THE RWQCB AND COMPLY WITH THE SPECIFIC CONDITIONS PREPARED FOR THE REQUIREMENTS OF THE GENERAL PERMIT. THE CONTRACTOR SHALL MAINTAIN ALL RECORDS AND DOCUMENTS OF THESE PERMITS AND AT THE DISCRETION OF THE CITY QUALIFIED STORM WATER DEVELOPER (QSD) AND QUALIFIED STORM WATER DEVELOPER (QSD) AND QUALIFIED STORM WATER DEVELOPER (QSD).
- THE CONTRACTOR SHALL KEEP ON-SITE AND OFF-SITE PAVED STREETS AND ANY MATERIAL DEPOSITED ON PAVED STREETS BY THE CONTRACTOR SHALL BE CLEANED UP AND SWEEPED AT THE END OF EACH DAY OR AS INSTRUCTED BY THE QSD.
- SANITATION FACILITIES SHALL HAVE A SECONDARY CONTAINMENT SYSTEM OR RECEIVING WATER. THE SECOND CONTAINMENT AREA SHALL BE KEPT CLEAN AND INSPECTED ON A MINIMUM OF A WEEKLY BASIS.
- CONTRACTOR SHALL COVER ALL CONSTRUCTION MATERIAL AT ONE DESIGNATED LOCATION WHEN FEASIBLE AND OR THE SITE HAS BEEN SHUT DOWN FOR THE WINTER MONTHS. ALL ITEMS WHICH ARE STORED ON-SITE SHALL BE STORED IN A WATER-TIGHT CONTAINER AND STORED OFF THE GROUND. ALL LISTED WITHIN THE SWPPP.
- THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO ANTICIPATED FIELD CONDITIONS. THE QSD AND MAJOR CHANGES SHALL BE MADE BY THE QSD. ALL CHANGES SHALL BE RECORDED IN THE SWPPP AND ON THE RECORDS.
- CONTRACTOR SHALL RECORD ALL THE BMP MAINTENANCE RECORD OF THE MAINTENANCE SHALL BE KEPT IN THE SWPPP AND IT SHALL BE AVAILABLE FOR THE QSD TO REVIEW AT ANYTIME.
- STORM PILES SHALL BE COVERED AND DISCONTINUED THE CONTRACTOR SHALL COVER AND DISCONTINUE THE STOCKPILE MATERIAL, TWO DAYS PRIOR TO PERIODS OF PRECIPITATION.
- BMP ITEMS REQUIRING CHANGES OR MAINTENANCE SHALL BE DONE BY THE CONTRACTOR WITHIN 48 HOURS AFTER BEING NOTICED BY THE QSD. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL CHANGES TO THE SWPPP AND MAKE SUCH CHANGES AVAILABLE TO THE QSD.
- CONTRACTOR SHALL ENSURE ALL STAFF HAS ALL THE NECESSARY TRAINING ON STORM WATER POLLUTION PREVENTION. ALL STAFF TO THE CONTRACTOR SHALL BE TRAINED AND FAMILIAR WITH THE SWPPP. THE CONTRACTOR SHALL BE TRAINED BY THE QSD PRIOR TO ENTERING THE SITE.
- IF ANY BMP IS NOT WORKING PROPERLY FROM THE DISTURBED AREA THEN IT SHALL BE TESTED BY THE QSD TO MAKE SURE IT IS WORKING PROPERLY WITH THE SWPPP. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES FOR THE CITY OF SACRAMENTO'S ADMINISTRATIVE AND TECHNICAL PROCEDURES FOR THE SWPPP. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES FOR THE CITY OF SACRAMENTO'S ADMINISTRATIVE AND TECHNICAL PROCEDURES FOR THE SWPPP.

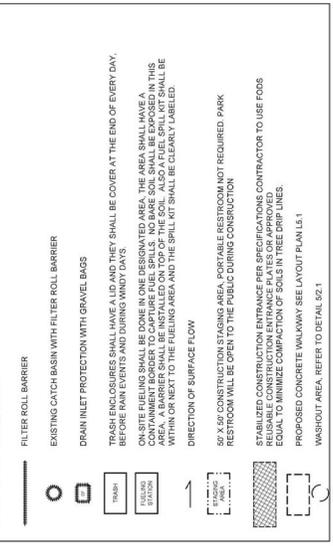
SEE SHEET L2.1 FOR EROSION CONTROL DETAILS



**SEDIMENT AND EROSION CONTROL KEYNOTES**

- EXISTING MANHOLE (CONTRACTOR TO INSTALL FILTER FENCE AT MANHOLE)
- PROPOSED DRAIN INLET (INSTALL STRAW WATTLE AND FIBER ROLL AROUND DRAIN INLET OPEN, REFER TO DETAIL 3 AND 4 SHEET L2.1 (SEE ALTERNATE))
- STREET DRAIN INLET PROTECTION, REFER TO DETAIL 2 & 3 ON SHEET L2.1
- THE AREA WITHIN THIS PERIMETER ARE ADDITIVE ALTERNATE BID ITEMS
- PARKING LOT DRAIN INLET PROTECTION, REFER TO DETAIL 2 AND 3 ON SHEET L2.1
- EXISTING PARK DRAIN INLET PROTECTION, REFER TO DETAIL 3 & 4 ON SHEET L2.1
- FIBER ROLL, INSTALL PER DETAIL 4L2.1

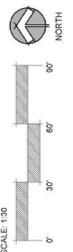
**SEDIMENT AND EROSION CONTROL LEGEND**







- EXISTING CONDITIONS & DEMOLITION KEY NOTES**
- 1. EXISTING TREES TO REMAIN PROTECT IN PLACE (TYP)
  - 2. EXISTING CONCRETE PLAYWORT TO REMAIN PROTECT IN PLACE
  - 3. EXISTING CONCRETE CURB TO REMAIN PROTECT IN PLACE
  - 4. EXISTING DOMESTIC BACKFLOW PREVENTERS TO REMAIN PROTECT IN PLACE
  - 5. EXISTING FITNESS EQUIPMENT TO REMAIN
  - 6. EXISTING SHADE STRUCTURE TO REMAIN
  - 7. EXISTING SPORTS COURT FENCING AND CURBING TO REMAIN PROTECT IN PLACE
  - 8. EXISTING DRAIN INLET TO REMAIN, PROTECT IN PLACE
  - 9. EXISTING RESTROOM BUILDING TO REMAIN PROTECT IN PLACE
  - 10. EXISTING IRRIGATION MAINLINE TO REMAIN
  - 11. EXISTING IRRIGATION VALVES TO BE REMOVED REFER TO IRRIGATION PLAN SHEET 64.4.1.
  - 12. EXISTING IRRIGATION LATERAL TO BE REMOVED, CONTRACTOR TO RETAIN ALL EXISTING ROTORS AND TURN OVER TO THE CITY.
  - 13. EXISTING ELECTRICAL FULL LOCK TO REMAIN PROTECT IN PLACE
  - 14. EXISTING IRRIGATION ROTOR TO BE REMOVED, CONTRACTOR TO REMOVE ROTORS AND TURN OVER TO THE CITY.
  - 15. ADDITIVE ALTERNATE
  - 16. EXISTING WATER TESTING STATION TO REMAIN OUTSIDE THE CONSTRUCTION FENCING
  - 17. CONSTRUCTION STAGING AREA
  - 18. STEEL TRENCH PLATE WITH TEMPORARY ASPHALT PAVING TO REMAIN FOR ADA ACCESS DURING CONSTRUCTION
  - 19. EXISTING IRRIGATION VALVE TO REMAIN PROTECT IN PLACE
  - 20. EXISTING IRRIGATION LATERAL TO REMAIN, CONTRACTOR TO CONTACT LATERAL TO NEW VALVES AS SHOWN ON IRRIGATION PLANS
  - 21. EXISTING TURF TO REMOVED & DISPOSE OF OFF SITE
  - 22. ADD. A.L.T. REMOVED AND DISPOSE EXISTING PARK BENCHES
  - 23. ADD. A.L.T. REMOVE AND DISPOSE EXISTING PICNIC TABLES
  - 24. EXISTING MANGROVE TO REMAIN AND PROTECT
  - 25. EXISTING TURF AND 2" OF SOIL TO BE REMOVED AND DISPOSED, ADD. A.L.T.
  - 26. EXISTING CONCRETE PAVING TO BE REMOVED AND REPLACED
  - 27. SAW CUT EXISTING PAVING IN A STRAIGHT CLEAN LINE
  - 28. EXISTING SOIL TO BE REMOVED TO ACCOMMODATE NEW CONCRETE PAVING AND AGGREGATE BASE - ADD. A.L.T.
  - 29. NEW CONCRETE PAVING TO BE FLUSH WITH THE TOP OF EXISTING PAVING - ADD. ALTERNATE
  - 30. VERTICAL CURB TO REMAIN AND PROTECT
  - 31. EXISTING SOCCER GOALS TO BE REMOVED AND DISPOSED ALONG WITH CONCRETE FOOTINGS - ADD. A.L.T.
  - 32. GRADING AND CHANGE SWPPP, IRRIGATION AND LANDSCAPING WITHIN THIS AREA TO BE MODIFIED IF ADD. ALTERNATE ITEMS IS AWARDED.
  - 33. EXISTING TURF TO REMOVED & DISPOSE OF OFF SITE - ADD. ALTERNATE
  - 34. EXISTING IRRIGATION LATERAL TO BE ABANDON IF ADD. ALTERNATE IS AWARDED.
  - 35. TEMPORARY CONSTRUCTION FENCING
  - 36. AREA TO BE EXCAVATED FOR NEW CONCRETE WALKWAY SEE SHEET L3 FOR WALKWAY LAYOUT AND DETAIL 64.1.1 FOR CONCRETE DEPTH - ADD. A.L.T.
  - 37. STEEL TRENCH PLATE
  - 38. ASPHALT DRIVE TO BE REMOVED FOR IRRIGATION, CONTRACTOR TO INSTALL STEEL TRENCH PLATE WHILE EXPOSED
  - 39. EXISTING IRRIGATION LATERALS REFER TO IRRIGATION PLAN, TURF TO BE REMOVED AND DISPOSED
  - 40. EXISTING TURF AND 2" OF SOIL TO BE REMOVED AND DISPOSED
  - 41. AREA TO BE MOWED TO ONE INCH AND OVER SEEDS BASE BID REFER TO LAYOUT PLAN, ADD. A.L.T. AREA TO BE CLEARED AND GRUBBED FOR THE INSTALLATION OF NEW TURF 500.
  - 42. AREA TO HAVE TURF REMOVED AND DISPOSED - ADD. A.L.T.
  - 43. AREA TO BE MOVED TO 1" AND OVER SEEDS AND TOP DRESSED WITH TOP SOIL - ADD. A.L.T.
- EXISTING CONDITIONS & DEMOLITION LEGEND**
- TEMPORARY CONSTRUCTION FENCING
  - STEEL TRENCH PLATE
  - ASPHALT DRIVE TO BE REMOVED FOR IRRIGATION, CONTRACTOR TO INSTALL STEEL TRENCH PLATE WHILE EXPOSED
  - EXISTING IRRIGATION LATERALS REFER TO IRRIGATION PLAN, TURF TO BE REMOVED AND DISPOSED
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- DEMOLITION LEGEND**
- TEMPORARY CONSTRUCTION FENCING
  - STEEL TRENCH PLATE
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  - EXISTING IRRIGATION LATERALS REFER TO IRRIGATION PLAN, TURF TO BE REMOVED AND DISPOSED
  - EXISTING TURF AND 2" OF SOIL TO BE REMOVED AND DISPOSED
  - AREA TO BE MOWED TO ONE INCH AND OVER SEEDS BASE BID REFER TO LAYOUT PLAN, ADD. A.L.T. AREA TO BE CLEARED AND GRUBBED FOR THE INSTALLATION OF NEW TURF 500.



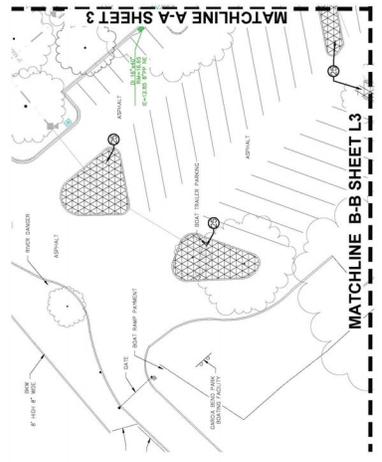
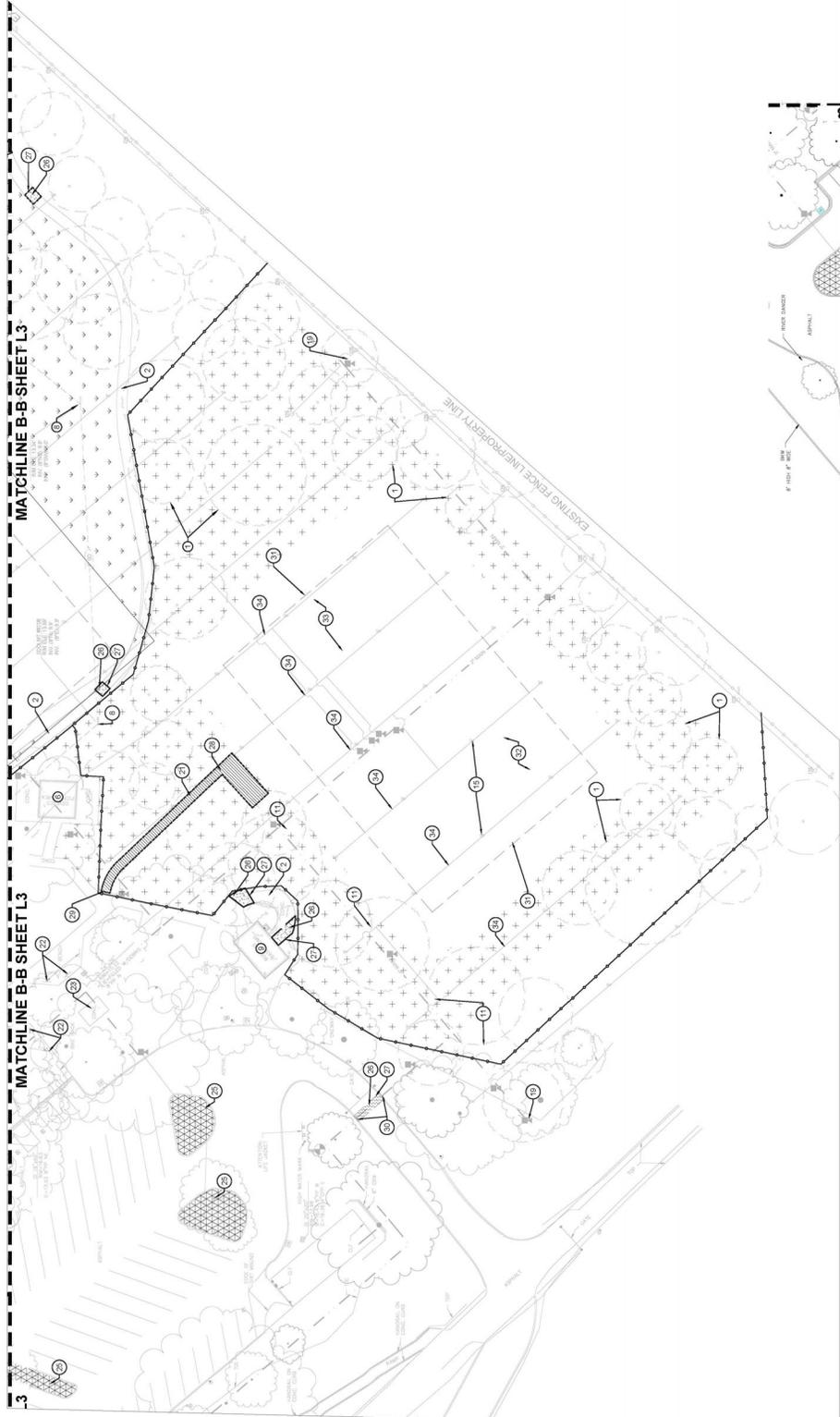
SEE SHEET L3 FOR EXISTING LEGEND

**EXISTING CONDITIONS & DEMOLITION NOTES**

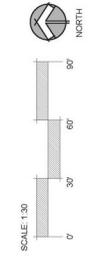
1. SEE GENERAL NOTES AND ABBREVIATIONS ON COVER SHEET L1.
2. SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3. ALL EXISTING ITEMS ON THE SITE TO BE PROTECTED AND REMAIN IN PLACE UNLESS NOTED OTHERWISE. ALL DAMAGE CAUSED BY THE CONTRACTOR DURING THE COURSE OF WORK SHALL BE REPAIRED TO ORIGINAL CONDITION AT NO EXPENSE TO THE CITY. (SEE GENERAL NOTE 3 & 4).
4. THE CONTRACTOR SHALL COORDINATE A MEETING WITH THE INSPECTOR TO REVIEW EXISTING CONDITIONS. THE CONTRACTOR SHALL CRACK AND DAMAGED HARDSCAPE PRIOR TO THE START OF CONSTRUCTION.
5. CONTRACTOR SHALL VERIFY LOCATION OF ALL ON-SITE UTILITIES AND RECORD THEM TO THE CITY. ANY UTILITIES MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY.
6. ALL EXISTING TREES NOT SHOWN FOR REMOVAL SHALL BE PROTECTED. DAMAGE TO EXISTING TREES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE CITY'S SATISFACTION. THE CONTRACTOR SHALL STORE CONSTRUCTION MATERIALS OR PARKING OR EQUIPMENT AND VEHICLES WITHIN A TREE DRIP LINE.
7. CITY OF SACRAMENTO ORDINANCE (CRO 8.124) REQUIRES 90% OF THE REMOVED MATERIALS FROM THIS PARK DEVELOPMENT PROJECT BE RECYCLED.

**TREE PROTECTION NOTES**

- TREES SHALL BE PROTECTED BY THE FOLLOWING MEANS:
1. ALL TREE ROOTS REQUIRING PRUNING SHALL BE CUT CLEAN AND REPAIRED TO ORIGINAL CONDITION. PRUNING SHALL BE LIMITED TO ROOT CUTTING.
  2. THE CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGE TO EXISTING TREES OR ROOTS CAUSED BY THE CONTRACTOR'S WORK UNDER THE DRINKLINE OF THE TREES. DAMAGES WILL BE REPAIRED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL SUBMIT FOR REVIEW BY THE CITY ARCHITECT AN APPRAISAL REPORT SHALL BE SUBMITTED FOR REVIEW BY THE CITY ARCHITECT.
  3. THE CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGE TO EXISTING TREES OR ROOTS CAUSED BY THE CONTRACTOR'S WORK UNDER THE DRINKLINE OF THE TREES. DAMAGES WILL BE REPAIRED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL SUBMIT FOR REVIEW BY THE CITY ARCHITECT AN APPRAISAL REPORT SHALL BE SUBMITTED FOR REVIEW BY THE CITY ARCHITECT.
  4. THE CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGE TO EXISTING TREES OR ROOTS CAUSED BY THE CONTRACTOR'S WORK UNDER THE DRINKLINE OF THE TREES. DAMAGES WILL BE REPAIRED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL SUBMIT FOR REVIEW BY THE CITY ARCHITECT AN APPRAISAL REPORT SHALL BE SUBMITTED FOR REVIEW BY THE CITY ARCHITECT.
  5. NO WORK SHALL BEGIN WHERE TREE PROTECTION FENCING HAS NOT BEEN COMPLETED AND APPROVED. TREE PROTECTION FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING CONSTRUCTION. THE FENCING WILL BE A MINIMUM OF 4' HIGH.
  6. EXCAVATION FOR UTILITIES, TRENCHING, STORAGE OF MATERIALS, OR OTHER WORK SHALL NOT BE ALLOWED WITHIN THE TREE ROOT ZONE.
  7. FURTHER EXCAVATION FOR THE PROJECT OR FOR ANY OTHER PURPOSE SHALL NOT BE ALLOWED WITHIN THE TREE ROOT ZONE. TREE ROOTS GREATER THAN TWO INCHES IN DIAMETER ARE ENCOUNTERED, WORK SHALL BE STOPPED IMMEDIATELY. THE CONTRACTOR SHALL STOP WORK IMMEDIATELY IF ROOTS HAVE BEEN INSPECTED BY A CITY ARBORIST AND THE CONTRACTOR SHALL NOT CONTINUE UNTIL THE LANDSCAPE ARCHITECT APPROVES THE CHANGES REQUESTED BY THE ARCHITECT.
  8. EXCAVATION SHALL BE COVERED AT THE END OF THE WORK DAY BY USING TECHNIQUES SUCH AS COVERING THE ROOTS.

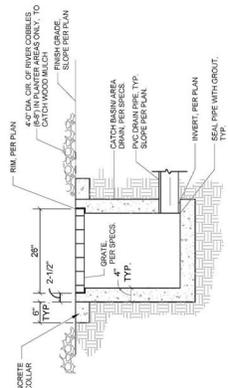
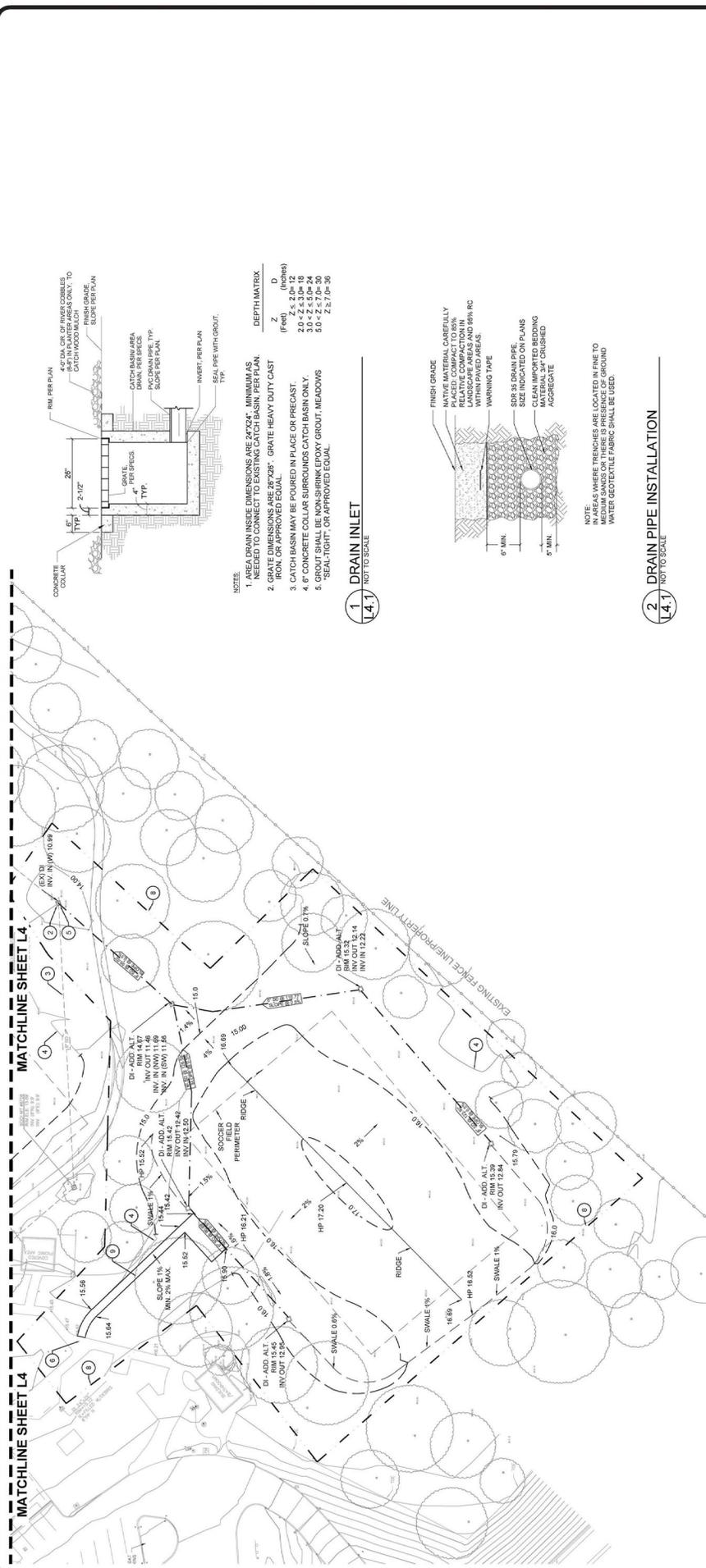


SEE SHEET L3 FOR EXISTING LEGEND



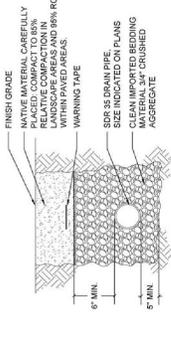
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**DEPTH MATRIX**

Z	D
2.0 - 2.0m 12	(Feet)
3.0 - 2.5m 9	(Inches)
3.0 - 2.5m 9	
5.0 - 2.7m 30	
5.0 - 2.7m 30	
2.2 - 7.0m 36	



SEE SHEET L4 FOR GRADING AND DRAINAGE GENERAL NOTES AND LEGEND

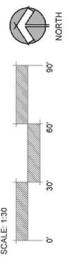
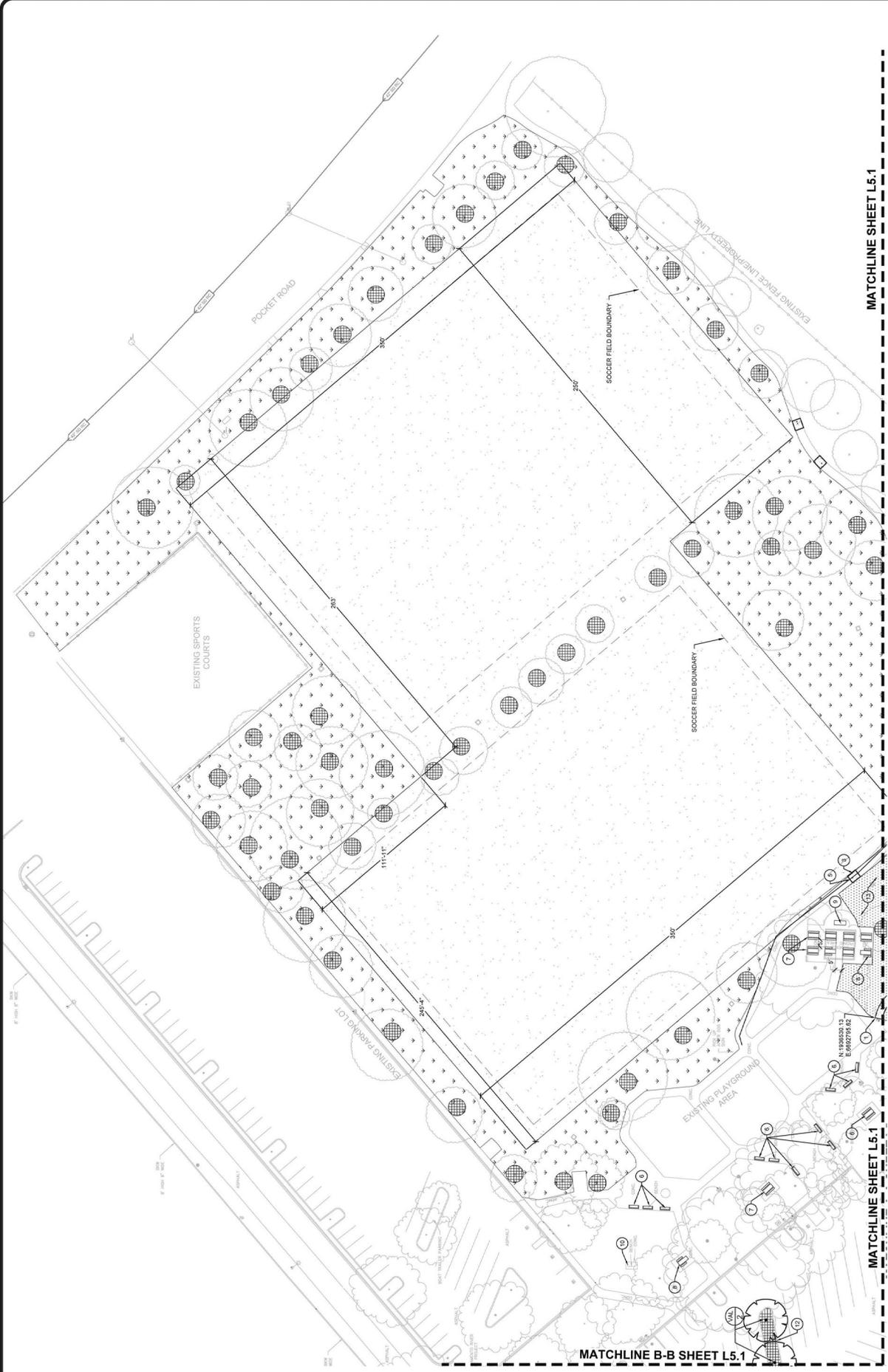


GARCIA BEND PARK  
 SOCCER FIELD PROJECT  
 LAYOUT PLAN

LANDSCAPE ARCHITECT  
 JEFF MITTAL  
 DESIGN BY DRAWN BY  
 LEI YUEN/DESIGN  
 CAD FILE  
 DATE DEC 20, 20  
 SCALE AS SHOWN  
 P. N. L19912700  
 REVISIONS



SHEET NO.  
**L5**



SEE SHEETS L & T FOR LAYOUT LEGEND KEYNOTES AND NOTES

**LAYOUT PLAN**

**GARCIA BEND PARK SOCCER FIELD PROJECT**

**LAYOUT KEYNOTES**

- SEE GENERAL NOTES ON COVER SHEET L1.
- SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE PARK CONSTRUCTION INSPECTOR PRIOR TO INSTALLATION OF THE CONCRETE SHALL VERIFY THE LOCATION OF THE CENTER POINT OF THE PLANTWORK. THE CENTER POINT OF THE PLANTWORK SHALL BE THE CENTER POINT OF THE PLANTWORK. THE CENTER POINT OF THE PLANTWORK SHALL BE THE CENTER POINT OF THE PLANTWORK.
- VERIFY EXISTING CONDITIONS BEFORE BEGINNING WORK. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IF A SUBSTANTIAL DISCREPANCY IS OBSERVED.
- NEW CONCRETE FLOWKUR SHALL MEET GRADE OF EXISTING CONCRETE FLOWKUR OR ASPHALT PAVING. WHERE NEW CONCRETE IS PLACED, A CONTIGUOUS EXPANSION JOINT SHALL BE PLACED AT THE PERIMETER OF THE NEW CONCRETE. ANY NEW CONCRETE FLOWKUR SHALL BE STAGED AND POURED IN A MANNER THAT THE LANDSCAPE ARCHITECT BEFORE CONCRETE IS TO BE PLACED.
- SEEDING SHALL BE INSTALLED PRIOR TO PLACING CONCRETE WORK.
- ALL MATERIALS & FINISHES SHALL BE AS SHOWN IN DRAWINGS. REFER TO SPECIFICATIONS & DETAILS FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SACRAMENTO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SACRAMENTO.
- EXPANSION JOINTS (EJ) SHALL BE INSTALLED AS SHOWN ON PLANS. EXPANSION JOINTS SHALL BE INSTALLED AS SHOWN ON PLANS.

**LAYOUT LEGEND**

SYMBOL	DESCRIPTION
CONCRETE WALKWAY (SEE DETAIL 6&47.1)	
SCORE JOINTS TYP. (SEE DETAIL 7&7.1)	
EXPANSION JOINTS TYP. (SEE DETAIL 7&7.1)	
NORTHING AND EASTING POINTS	
ASPHALT PAVING SEE DETAIL 3&7.2	
CONCRETE PAVING WITHOUT AS SEE DETAIL 4&7.2	
NEW SANTA ANA BERBERIDA TURF SOU (24,170 SP)	
AREA TO BE OVER SEEDED WITH A 50% DWARF FESCUE AND 10% BERMUDA (SEE DETAIL 1&7.2) WITH SOIL AMENDMENTS. ADD ALT. INSTALL SOU IN THIS AREA WITH SOIL AMENDMENTS.	
AREA TO BE OVER SEEDED WITH A 50% DWARF FESCUE AND 10% BERMUDA (SEE DETAIL 1&7.2) WITH SOIL AMENDMENTS. ADD ALT. INSTALL SOU IN THIS AREA WITH SOIL AMENDMENTS.	
3" DEPTH OF WALK ON BARK MULCH W/ WEED FABRIC. NO WEED FABRIC FOR BENCH UNDER TREES IN TURF AREAS.	
ADD ALT. THREE ROW BLEACHERS BY PW ATHLETICS	
CONTACT: PW ATHLETICS INC PHONE: 916-433-4690 EMAIL: SALES@PWATHLETIC.COM WWW.PWATHLETIC.COM	
ADD ALT. 80" PONDING TABLE BY OUTDOOR CREATIONS	
CONTACT: CHAD SMITH PHONE: 916-433-4690 EMAIL: CHAD@OUTDOORCREATIONS.COM WWW.OUTDOORCREATIONS.COM	
ADD ALT. 80" PONDING TABLE BY OUTDOOR CREATIONS	
INSTALL PER MANUFACTURER SPECIFICATIONS. DETAIL 7&7.2	
ADD ALT. 80" PONDING TABLE BY OUTDOOR CREATIONS	
INSTALL PER MANUFACTURER SPECIFICATIONS. DETAIL 7&7.2	
ADD ALT. 80" PONDING TABLE BY OUTDOOR CREATIONS	
INSTALL PER MANUFACTURER SPECIFICATIONS. DETAIL 7&7.2	

**LAYOUT LEGEND**

SYMBOL	DESCRIPTION
1 GALLON	
15 GALLON	

**PLANT LEGEND**

SYMBOL	COMMON NAME	NOTATIONAL NAME	SIZE
FUC	CALIFORNIA FUCHSIA	EPHEDRUM	1 GALLON
YAR	WESTERN YARROW	ACHILLEA MILLEFOLIUM	1 GALLON
BLU	BLUE EYED GRASS	SYRINCHIUM BELLUM	1 GALLON
COY	COYOTE BUSH	BACCHARIS PALLIDUS PIGEON POINT	1 GALLON
MEL	CALIFORNIA MELICA	MELICA CALIFORNICA	1 GALLON
PAR	PURSE LIPS	STRA PULCHRA	1 GALLON
VAL	VALLEY OAK	QUERCUS LOMAYA	15 GALLON

**SECTION**



**SECTION**



**CALLOUTS**

1. TREE
2. NURSERY FRAME
3. RUBBER MULCH OR NON-SABOTE RUBBER TREE TIES 3" PER STAKE. WRAP NO WIRE AROUND TRUNK OR LIMB
4. BARK MULCH. NO MORE THAN 1" OF MULCH ON TOP OF ROOT BALL. KEEP TRUNK BARE CLEAR OF BARK
5. TOP OF ROOT BALL SHALL BE A MINIMUM OF 1" ABOVE FINISHED GRADE
6. 4" HIGH EARTH WATERING BERM IN PLANTER AREA ONLY. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
7. FINISH SURROUNDING GRADE
8. LOOSENEE NATIVE SOIL. PER STANDARD SPECIFICATIONS
9. ROOTS SHALL BE LOCATED, SCORED, AND UNTANGLED PRIOR TO PLACING ROOT BULK IN PLACE.
10. UNDISTURBED OR COMPACTED SOIL

**CALLOUTS**

1. PLANT ROOT GROWN 1" ABOVE FINISH GRADE
2. BARK MULCH. MULCH SHALL NOT COVER ROOT GROWN
3. FINISH GRADE
4. SHRUB ROOTBALL
5. BUCKFILL MIX. PER STANDARD SPECIFICATIONS

**SHRUB DETAIL**



**SHRUB DETAIL**



**TREE DETAIL**



**SCALE: 1:30**

0 30 60 90 NORTH

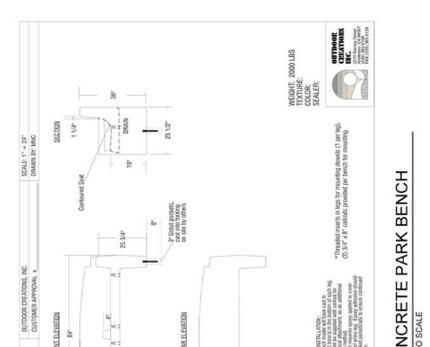
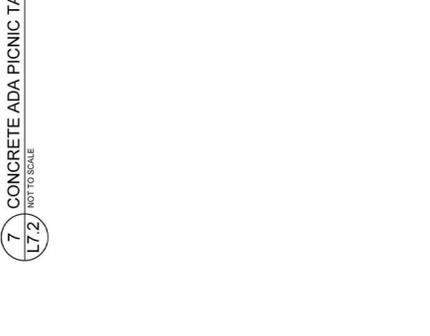
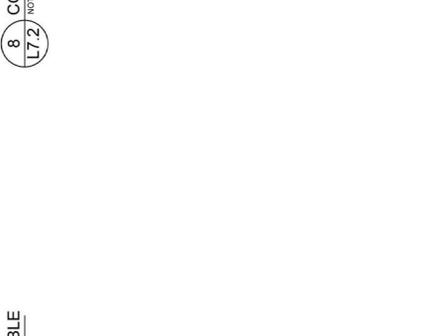
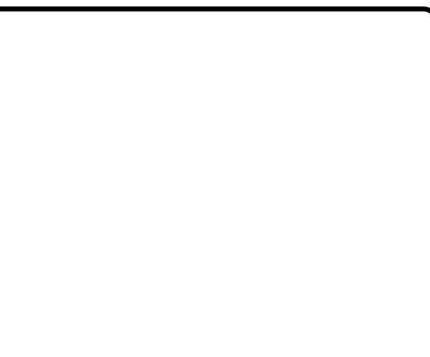
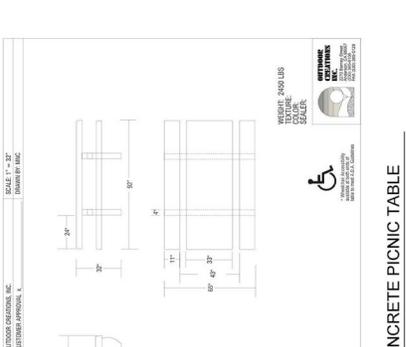
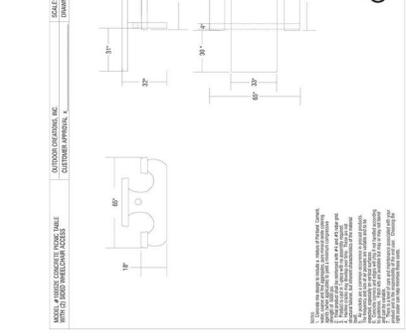
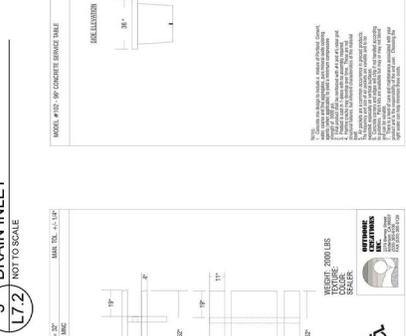
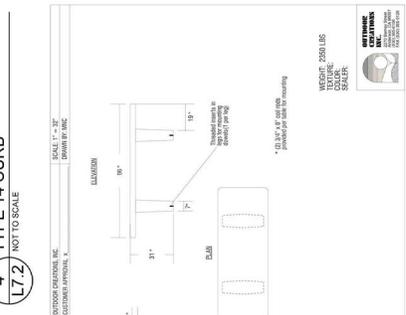
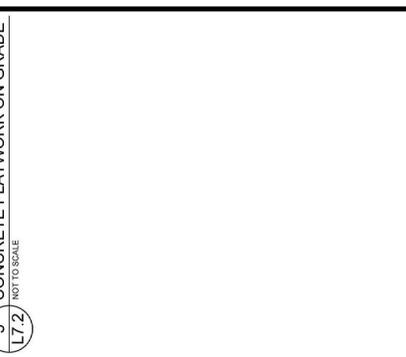
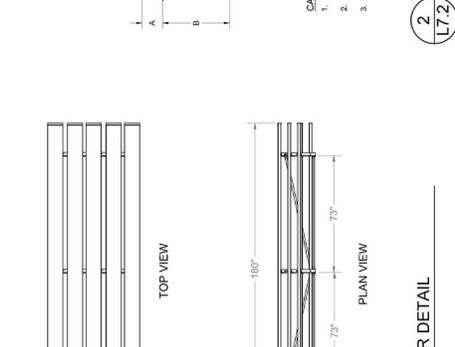
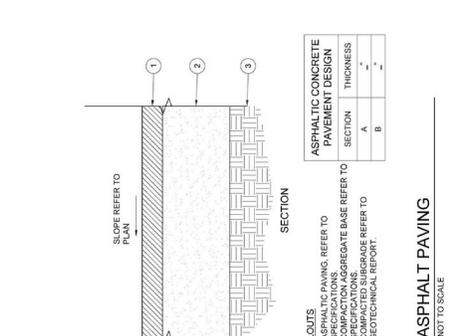
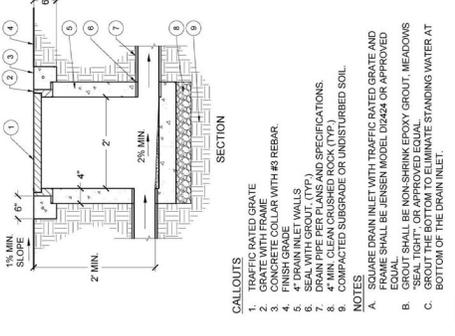
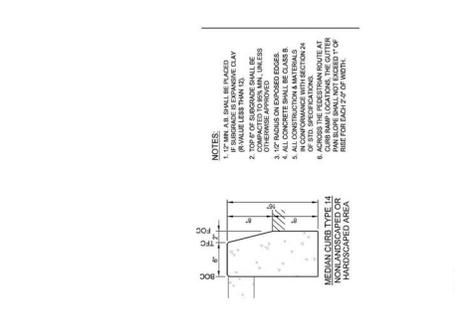
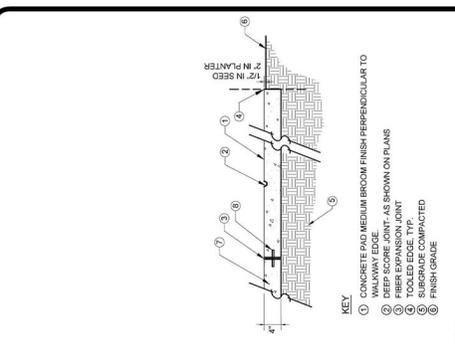
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## DEMOLITION NOTES

DEMOLITION DRAWINGS ARE BASED ON CASUAL FIELD OBSERVATION AND EXISTING RECORD DOCUMENTS. REPORT DISCREPANCIES TO ARCHITECT BEFORE DISTURBING EXISTING INSTALLATION.

DISCONNECT ELECTRICAL SYSTEMS IN WALLS, FLOORS AND CEILINGS SCHEDULED FOR REMOVAL.

PROVIDE TEMPORARY WIRING CONNECTIONS, AND EQUIPMENT SUPPORTS TO MAINTAIN EXISTING SYSTEMS IN SERVICE DURING CONSTRUCTION.

REMOVE, RELOCATE, AND EXTEND EXISTING INSTALLATIONS TO ACCOMMODATE NEW CONSTRUCTION.

REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING DEMOLITION AND EXTENSION WORK.

DISCONNECT ABANDONED CIRCUITS, OUTLETS AND REMOVE CIRCUIT DEVICES, WIRE AND CABLE. REMOVE ABANDONED BOXES, OUTLETS IF RACEWAY, WIRE AND CABLE SERVICING THEM IS ABANDONED AND REMOVED. PROVIDE BLANK COVER FOR ABANDONED BOXES WHICH ARE NOT REMOVED.

ENSURE ACCESS TO EXISTING BOXES, WIRING CONNECTIONS AND OTHER INSTALLATIONS WHICH ARE TO REMAIN ACTIVE AND WHICH REQUIRE ACCESS. MODIFY INSTALLATION OR PROVIDE ACCESS PANEL AS APPROPRIATE.

## CODE REFERENCES

THE CONTRACTOR(S) SHALL COMPLY WITH ALL APPLICABLE LAWS AND BUILDING CODES GOVERNING THIS PROJECT. SUCH COMPLIANCE WILL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

- 2022 CALIFORNIA ADMINISTRATIVE CODE (CAC) - PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).
- 2022 CALIFORNIA BUILDING CODE (CBC) - PART 2, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).
- 2022 CALIFORNIA ELECTRICAL CODE (CEC) - PART 3, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).
- 2022 CALIFORNIA MECHANICAL CODE (CMC) - PART 4, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).
- 2022 CALIFORNIA PLUMBING CODE (CPC) - PART 5, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).
- 2022 CALIFORNIA FIRE CODE (CFC) - PART 9, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

NOTE: ELECTRICAL EQUIPMENT SHALL BE DE-ENERGIZED DURING ELECTRICAL INSPECTION

## GENERAL NOTES

THE CONTRACTOR SHALL VISIT JOB SITE AND VERIFY CONDITIONS BEFORE BIDDING.

COORDINATE SEQUENCE OF WORK WITH OWNER. MAKE ALL NECESSARY ADJUSTMENTS TO MAINTAIN POWER DURING THE STAGES OF WORK.

EXISTING DEVICES SHOWN WERE TAKEN FROM EXISTING DRAWINGS (NOT AS-BUILT DRAWINGS) AND LIMITED SITE SURVEYS AND MAY NOT BE ACCURATE. CONTRACTOR SHALL VISIT JOB SITE AND VERIFY CONDITIONS PRIOR TO BIDDING.

REFER TO THOSE DRAWINGS SHOWING OTHER WORK, AND REPORT ANY CONFLICT TO ARCHITECT PRIOR TO INSTALLING WORK. ADJUST WORK AS DIRECTED BY ARCHITECT.

CORE DRILL, EXISTING WALLS AND FLOORS AS REQUIRED TO FACILITATE CONDUIT INSTALLATION, SEAL ALL PENETRATIONS WATER AND SMOKE TIGHT AND IN CONFORMANCE WITH CBC SECTION 7-1.4 AND C.E.C. 300.21. FIRE STOP MATERIAL SHALL BE A TESTED ASSEMBLY APPROVED BY THE IBC/FI FIRE MARSHAL. NO REBAR SHALL BE CUT DURING CORE DRILL OPERATION.

ALL EQUIPMENT INSTALLED OR CONNECTED BY THE CONTRACTOR SHALL BE LABELED OR CERTIFIED FOR ITS USE BY A NATIONALLY RECOGNIZED TESTING LABORATORY.

NO PIPING, DUCTS, EQUIPMENT FOREIGN TO THE ELECTRICAL EQUIPMENT OR ARCHITECTURAL APPURTENANCES SHALL BE IN THE DEDICATED SPACE FOR SWITCHBOARDS, PANELBOARDS, AND/OR MOTOR CONTROL CENTERS (PER CBC 110.24(F)).

UNLESS OTHERWISE INDICATED, ALL 20 AMP, 120 OR 277 VOLT BRANCH CIRCUITS SHALL HAVE DEDICATED NEUTRALS. DO NOT SHARE NEUTRALS.

CONTRACTOR SHALL COMPLETE PANEL CIRCUIT DIRECTORY, IDENTIFYING CIRCUIT SPECIFIC PURPOSE, LOCATION AND ROOM NUMBERS.

## STANDARD ELECTRICAL SYMBOLS

SYMBOL	DESCRIPTION
	FUSED DISCONNECT SWITCH WITH CLASS 'R' DUAL ELEMENT FUSES. SIZE TO SUIT EQUIPMENT NAME PLATE RATING. NUMBER ADJACENT INDICATES AMPERE RATING OF SWITCH.
	NON-FUSED DISCONNECT SWITCH. NUMBER ADJACENT INDICATES AMPERE RATING OF SWITCH.
	MOTOR STARTER WITH BUILT-IN OVERLOAD PROTECTION FURNISHED BY MECH. TRADE. INSTALL & CONNECT AS REQUIRED.
	MOTOR, N.I.E.S., CONNECT AS REQUIRED.
	20 AMP 125V 3W DUPLEX CONVENIENCE RECEPTACLE, MOUNTED *18" ABOVE FINISHED FLOOR TO CENTER OF BOX WITH GROUND FAULT INTERRUPTER.
	JUNCTION BOX, SIZE AND TYPE AS INDICATED OR REQUIRED.
	EXISTING.
	NEW.
	DEMOLISH.
	NUMBERED NOTE.
	RACEWAY INSTALLED IN CEILING OR WALL. ROUTE EXPOSED IN ALL UNFINISHED AREAS.
	EXISTING CONDUIT RUN TO BE ABANDONED. CONDUIT ABOVE THE FLOOR AND BELOW THE STRUCTURE ABOVE SHALL BE REMOVED.
	EXISTING CONDUIT RUN, VERIFY ROUTING ON THE JOB.
	REMOVE (E) WIRE PULL NEW WIRES. #12 AWG UNLESS NOTED.
	ARROW AT END OF RACEWAY INDICATES HOME RUN TO RESPECTIVE PANELBOARD OR SWITCHBOARD.
	BRANCH CIRCUIT WITHOUT FURTHER DESIGNATION INDICATES A 2 #12 AWG CIRCUIT WITH 1 #12 AWG GROUND.
	STRAIGHT CROSS LINES IN BRANCH CIRCUIT RACEWAY INDICATE NUMBER OF #12 AWG WIRES IN A CIRCUIT. SHORT LINES INDICATE UNGROUNDED CONDUCTORS, LONG LINES INDICATE NEUTRAL CONDUCTORS. WIRES SHOWN ARE IN ADDITION TO 1 #12 AWG GROUNDING CONDUCTOR.
	BRANCH CIRCUIT WITH GROUNDINGS WIRE LARGER THAN #12 AWG. NUMBER ADJACENT TO CURVED CROSS-LINE INDICATES WIRE SIZE.

## SHEET INDEX

SHEET	DESCRIPTION
E1	SYMBOL LEGEND, DRAWING INDEX AND NOTES
E2	OVERALL SITE PLAN - ELECTRICAL
E3	ENLARGED FLOOR PLAN - DEMO & NEW ELECTRICAL
E4	OVERALL RESTROOM FLOOR PLAN - NEW ELECTRICAL
E5	ONE-LINE DIAGRAMS & PANEL SCHEDULES
E6	ELECTRICAL DETAILS



1455 BERNHARDT PARKWAY SUITE 140  
 SACRAMENTO, CA 95827  
 916.641.5600  
 WWW.ECOMENGINEERING.COM



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JOB NO: 24-S200.00 IN. CC  
 DRAWN BY: ECOM

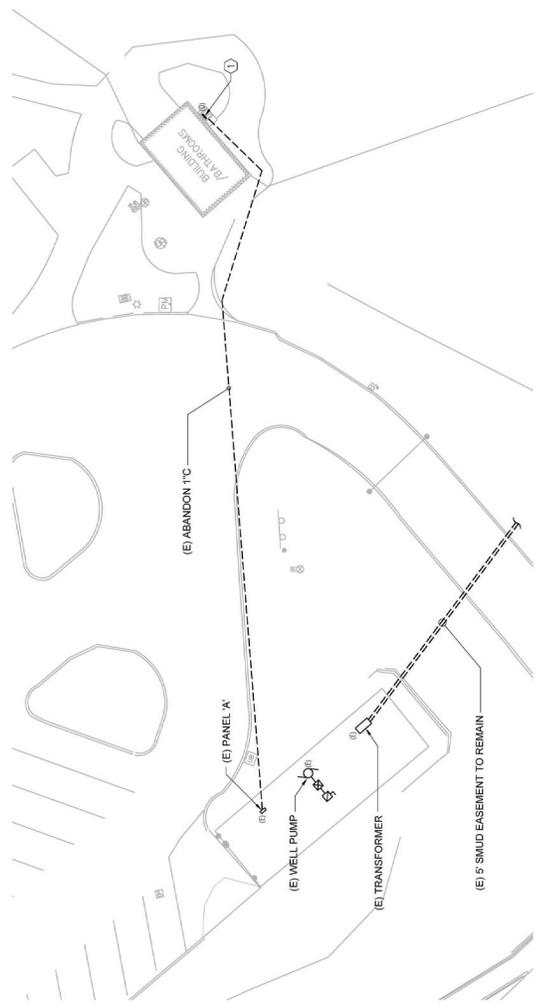


**SHEET NOTES**

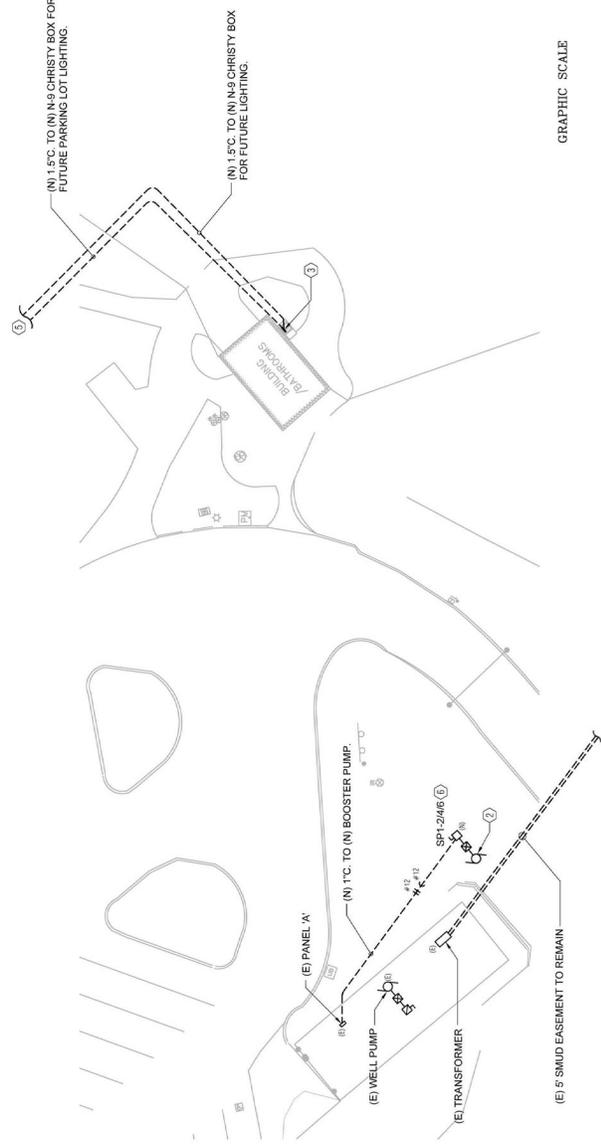
1. TYPICAL UNLESS OTHERWISE NOTED, EXISTING RECEPTACLES, DEVICES, ETC. SHOWN SOLID ARE EXISTING TO REMAIN. MAINTAIN CIRCUIT CONTINUITY.
2. TYPICAL UNLESS OTHERWISE NOTED, EXISTING RECEPTACLES, DEVICES, ETC. SHOWN DASHED SHALL BE REMOVED, INCLUDING OUTLET BOX, CONDUIT AND WIRE.

**NUMBERED NOTES**

- ① DEMO EXISTING TESCO PEDESTAL EQUIPMENT. DISCONNECT ALL CONDUITS AND RECONNECT TO NEW TESCO PEDESTAL TO BE LOCATED IN SAME LOCATION AS DEMO PEDESTAL.
- ② NEW BOOSTER PUMP. COORDINATE FINAL LOCATION PRIOR TO INSTALL.
- ③ NEW TESCO SERVICE PEDESTAL, "SP1".
- ④ NEW N9 CHRISTY BOX.
- ⑤ SEE SHEET E2.0 FOR CONTINUATION TO NEW CHRISTY PULL BOX FOR PARKING LOT AND FIELD LIGHTING.
- ⑥ PROVIDE NEW 20A/3P CIRCUIT BREAKER IN EXISTING SPACE. MATCH EXISTING TYPE AND SHORT CIRCUIT RATINGS.



**1 ENLARGED SITE PLAN - DEMO POWER**  
SCALE: 1/8"=1'-0"



**2 ENLARGED SITE PLAN - NEW POWER**  
SCALE: 1/8"=1'-0"

GRAPHIC SCALE



LANDSCAPE ARCHITECT	D. DAY
DESIGN HYDROLOGIST	ECOM
CAD FILE	
DATE	03/28/2024
SCALE	AS SHOWN
P. N. #	
REVISIONS	



**ECOM ENGINEERING**  
1455 ALBERMARLE PARKWAY, SUITE 140  
DUBLIN, CA 94568  
916.641.5600  
WWW.ECOMENGINEERING.COM

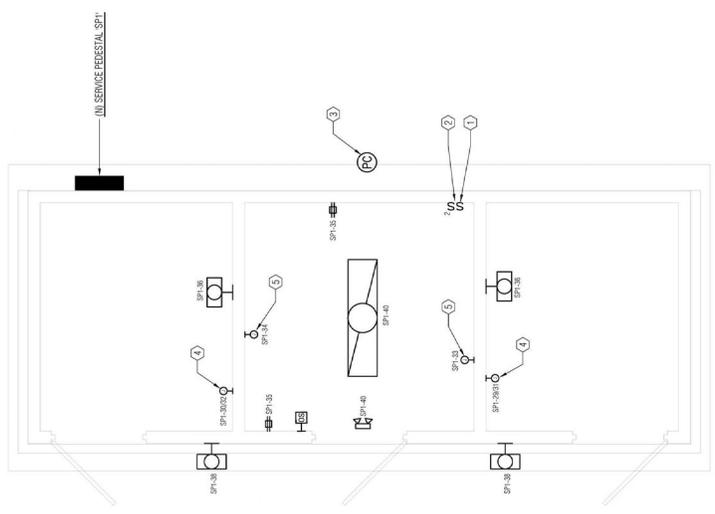
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DRAWN BY: ECOM

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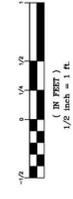


**NUMBERED NOTES**

- ① SWITCH TO CONTROL INTERIOR LIGHTS.
- ② SWITCH TO CONTROL EXTERIOR LIGHTS.
- ③ RECESSED PHOTO CELL ON CAP BEAM.
- ④ JUNCTION BOX FOR WATER HEATER, 240V.
- ⑤ JUNCTION BOX FOR HAND DRYER, 120V.



GRAPHIC SCALE



**1 OVERALL RESTROOM FLOOR PLAN - NEW ELECTRICAL**  
 SCALE: 1/2"=1'-0"

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 1455 ALBERMARLE BLVD. SUITE 140  
 SACRAMENTO, CA 95815  
 916.641.5600  
 WWW.ECOMENGINEERING.COM

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 ECOM INC.  
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2026

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).

<b>PRODUCER</b> R. C. Fischer & Co. P. O. Box 8101 Walnut Creek CA 94596	<b>CONTACT NAME:</b> Amy Gregory <b>PHONE (A/C, No, Ext):</b> 925-627-5471 <b>E-MAIL ADDRESS:</b> agregory@rcfischer.com		<b>FAX (A/C, No):</b> 925-932-0962
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> McGuire and Hester 9009 Railroad Ave Oakland CA 94603	<b>INSURER A :</b> Executive Risk Indemnity Inc.		<b>NAIC #</b> 35181
	<b>INSURER B :</b> Federal Insurance Company		20281
	<b>INSURER C :</b> Ace American Insurance Company		22667
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 458390111

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: GL Ded \$10K	Y	Y	54303064	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54303063	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		93652735	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	54303065	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: M&amp;H Job 5284- City of Sacramento - Garcia Bend Soccer Field Imp

The City of Sacramento, its officials, employees, and volunteers are named as Additional Insured per CG20101219, CG20371219, 160202921116 & 070222990310. Waiver of Subrogation applies per 100227721119, 160202921116 & WC99003750518.

**CERTIFICATE HOLDER****CANCELLATION**

City of Sacramento  
915 I Street, Room 104  
Sacramento CA 95814

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

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

<b>Schedule</b>	
<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

## Endorsement

Policy Period 07/01/2025

To 07/01/2026

Effective Date 07/01/2025

Policy Number : 93652735

Insured - McGuire and Hester

Name of Company - Federal Insurance Company

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Under Conditions, Other Insurance is deleted and replaced by the following:

### Conditions

#### Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows:

- A. This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.
- B. We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.
- C. We will only pay our share of the amount of **loss**, if any, that exceeds the sum of the total:
  1. amount that all **other insurance** would pay for loss in absence of this insurance; and
  2. of all deductible and self-insured amounts under all **other insurance**.
- D. This insurance is not subject to the terms or conditions of any **other insurance**.

However, paragraphs A. and B. above do not apply if:

- **underlying insurance** has agreed to provide insurance on a primary non-contributory basis to a person or organization; and
- the **insured** is obligated pursuant to a written contract or agreement, made prior to injury, damage or offense covered by this insurance, to provide such person or organization with insurance on a primary or non-contributory basis under this insurance;

then this insurance will not seek contribution from insurance available to such person or organization.

All other terms and conditions remain unchanged.

Authorized Representative

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

#### 1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### 2. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    1. You;
    2. Any of your "employees" or agents; or
    3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

##### D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- a. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TRANSFER OR WAIVER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US – SCHEDULED PERSON(S) OR  
ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

COMMERCIALGENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

<p><b>Name Of Person(s) or Organization(s):</b></p> <p>WHERE REQUIRED BY WRITTEN CONTRACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The policy is amended at **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Or Waiver Of Rights Of Recovery Against Other To Us** by deleting the first paragraph and replacing it with the following:

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

### Workers' Compensation and Employers' Liability Policy

Named Insured  McGuire and Hester	Endorsement Number
	Policy Number Symbol: WLR Number: 54303065
Policy Period 7/01/2025 <b>TO</b> 7/01/2026	Effective Date of Endorsement 07/01/2025
Issued By (Name of Insurance Company) Ace American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

### CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

#### Schedule

1. ( ) Specific Waiver  
Name of person or organization:  
  
  
( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:  
ALL
3. Premium:  
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0

*Amy Gregory*

Authorized Representative