

City of Sacramento
City Council - 2PM Report
915 I Street Sacramento, CA 95814
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File ID: 2026-01311

9/1/2026

[Contract] Richards Boulevard Storm Drainage Improvements [Published for 10-Day Review 08/21/2026]

File ID: 2026-01311

Location: District 4

Recommendation: Adopt a **Resolution:** 1) approving the contract plans and specifications for the Richards Boulevard Storm Drainage Improvements Project (W14150700, Fund 6211); 2) awarding the contract to ARB, Inc. for an amount not to exceed \$2,141,141; 3) authorizing the City Manager or designee to execute the construction contract with ARB, Inc.; and 4) approving budget related transfers.

Contact: Brett Grant, Supervising Engineer, (916) 808-1413, bgrant@cityofsacramento.org; Michelle Carrey, Engineering & Water Resources Division Manager, (916) 808-1438, mcarrey@cityofsacramento.org; Dalia Fadl, Director, (916) 808-1461, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Contract
- 3-Resolution

Description/Analysis

Issue Detail: Staff recommend City Council award a construction contract to ARB, Inc., to install storm drain improvements on Richards Boulevard between Sequoia Pacific Boulevard and North 5th Street. The work will include traffic control, excavating and installing roughly 700 linear feet of 54-inch pipe, multiple junction structures, and restoring the roadway once complete. All work will occur within the City right-of-way, and due to the potential of traffic impacts along Richards Boulevard, all work within Richards Boulevard will be subject to night work. The scope of work for this project exceeds the capacity of City staff and therefore an invitation for bids (IFB) was posted to solicit a qualified contractor to perform the work.

Based on the combination of staff experience and hydraulic modeling, it has been identified that

during large and intense rainfall events, areas upstream of the project site are potentially subject to localized flooding and property damage due to backwater conditions within the existing storm drain system. Since the existing system is undersized and unable to provide sufficient conveyance of storm water, the existing Sump 111, located at the northern end of North 5th Street, is also under-utilized. This proposed project, along with two other interconnecting projects, will reduce potential flooding by providing additional storm water conveyance and storage during large storms.

This project design and construction is funded by reimbursement through the Sacramento Area Council of Governments (SACOG) Green Means Go grant, which is intended to support stormwater infrastructure improvements and future development within the River District. The total grant amount was for \$6,564,000 and the project must comply with the grant requirements of the funding agreement, including a construction completion date of December 31, 2026, at the latest. To help meet the tight grant deadline, the grant funds were split into three (3) projects: the North 5th Street Parallel Storm Trunk Main Project (\$4,000,000, currently in construction), the Richards Boulevard Storm Drainage Improvements (\$1,100,000), and the Basin 111 Trash Capture Manhole Installations Project (\$250,000, currently in construction).

Policy Considerations: Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7 Section E.2.d) mandate that unless waived by a two-thirds 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 10 days prior to City Council action.

City Council approval is required to award construction contracts of \$250,000 or more. The action requested conforms with City Code Chapter 3.56.090.

Economic Impacts: This project is expected to create 8.56 total jobs (4.92 direct jobs and 3.64 jobs through indirect and induced activities) and create \$1,322,015.40 in total economic output (\$833,276.41 of direct output and another \$488,738.99 of output through indirect and induced activities).

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

Environmental Considerations: The subject project was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 - New construction or conversion of small structures, in addition to Public Resources Code (PRC) Section 21080.21 - Pipeline projects less than one mile in length within the public right-of-way (which

is included by reference in CEQA Guidelines Section 15282(k)).

Sustainability: The proposed project supports the 2040 General Plan sustainability objectives by enhancing reliable, resilient, and energy efficient stormwater infrastructure consistent with Policies PFS-3.1 and PFS-3.2. By increasing conveyance and storage capacity, the project reduces localized flooding risks and improves system performance while ensuring that new drainage facilities are adequately sized and constructed in accordance with PFS-3.15, Adequate Drainage Facilities.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was advertised and five bids were received and opened on June 3, 2026. LaFleur Engineering did not complete all requirements of the bid, and their bid was deemed unresponsive. As a result, ARB, Inc. was the lowest responsive bidder.

The bid results are as follows:

Contractor	Amount
LaFleur Engineering	\$2,104,870
ARB, Inc.	\$2,141,141
Marques General Engineering	\$2,343,625
T&S Construction, Co, Inc.	\$2,380,049
Steve P Rados, Inc.	\$2,707,130

The Engineer's construction cost estimate was \$1,661,000. The discrepancy in costs is most likely due to the premium costs associated with performing night work on this project, since it is located on Richards Boulevard, an extremely busy city street.

There were bid protests submitted by both ARB, Inc. and Marques General Engineering, Inc. Due to the multiple protests, the City Attorney's office scheduled a hearing for each party to present and defend their position, which occurred on July 14, 2026. On July 30, 2026, the hearing arbiter denied the bid protest from Marques General Engineering and upheld the City's award to ARB, Inc.

Financial Considerations: The total estimated cost for the project is \$2,885,000, including the low bid of \$2,141,141. In support of this project, Staff recommends the following fund transfers:

Name	Project No.	Fund No.	Amount (USD)
Drainage Sump Replacement & Rehabilitation Program	W14130600	6211	(\$1,100,000)
River District Impact Fee Fund	Fund Balance	3212	(\$548,569)

Drainage Master Plan Program	I14710100	6021	(\$650,676)
Drainage Improvement Program	W14150700		\$2,299,245

In addition, a budget transfer is required to fully fund the Basin 111 Trash Capture Manhole Installations Project created with SACOG's Green Means Go grant funding. The requested transfer is as follows:

Name	Project No.	Fund No.	Amount (USD)
Drainage Sump Replacement & Rehabilitation Program	W14130600	6211	(\$250,000)
Drainage Trash Capture Program	W14230100	6211	\$250,000

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

Local Business Enterprise (LBE): Contractor is not an LBE, however they meet the LBE requirements through their supplier, Jensen Precast.

Background: The City included language in the Invitation for Bids (IFB) requesting that the contractors submit, with their bid, a list of projects demonstrating their work experience, including three projects that were similar to the scope of work in this project. The initial low bidder, LaFleur Engineering, did not submit this list and their bid was deemed unresponsive. The initial second low bid, ARB, Inc. was originally deemed unresponsive because their list of projects was believed not to meet the requirements in the bid package, which led the City to move forward with issuing the contract award notice to Marques General Engineering on June 9, 2026.

On June 15, 2026, the City received a bid protest from ARB, Inc. ARB, Inc. asserted that their bid was responsive, and the IFB language requiring written documentation of previous work experience was ambiguous, creating unclear direction regarding what constitutes satisfactory experience. ARB, Inc. stated that they had clearly demonstrated experience performing the work identified within the scope of this bid and therefore should be considered the lowest responsive bidder.

The City reviewed the bid protest and determined that the IFB required contractors to document satisfactory completion of "previous installation of water main pipeline," followed immediately by language requiring documentation of "three (3) projects of similar size and scope for the placement of storm drain pipeline." This inconsistency created unclear direction as to what type of experience was required for responsiveness. After reevaluating ARB, Inc.'s project experience, the City determined that ARB Inc., demonstrated satisfactory experience relevant to the scope of work. The City concluded that the ambiguity in the solicitation created a minor irregularity that could be waived by City Council pursuant to Sacramento City Code section 3.56.160. Therefore, on June 22, 2026, the City provided its response to ARB, Inc. and Marques General Engineering indicating the City's intention to award the contract to ARB, Inc.

On June 26, 2026, Marques General Engineering, Inc. submitted a bid protest challenging the determination. Their protest listed multiple grounds, focusing primarily on the claim that ARB, Inc.'s protest was untimely and that ARB, Inc.'s bid was unresponsive. The City evaluated all grounds raised and determined that Marques General Engineering, Inc. did not establish that ARB, Inc.'s bid protest failed to meet procedural requirements or that ARB, Inc.'s bid was unresponsive. The City issued its response on July 2, 2026.

In addition to issuing that determination, the City coordinated a date to have a hearing where all parties could present and defend their positions to a reviewing attorney who would then make an independent determination based on City Code and Public Contracting Code. On July 14, 2026, the City, Marques General Engineering, Inc., and ARB, Inc., met at Old City Hall and each party was given the opportunity to present its position. On July 31, the reviewing attorney determined that the bid protest submitted by Marques General Engineering, Inc. should be dismissed and provided direction to proceed with awarding the contract to ARB, Inc. as the lowest responsive bidder.

CONTRACT #: PRC004592
CONTRACT NAME: Richards Blvd Drainage Improvements
AGREEMENT TERM: NA
AUTHORIZED RENEWALS: NA
DEPARTMENT/DIVISION: Utilities/Wastewater Engineering

PROJECT: W14150707
NOT-TO-EXCEED AMOUNT: \$2,141,141
SOLICITATION: B26141311011
LBE (Y/N): Y
COUNCIL FILE ID: 2026-01311

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 ARB, Inc. 1875 Loveridge Road, Pittsburg, CA 94565 ("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:

__ Richards Boulevard Drainage Improvements __ (PN: W14150707)

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

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

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed \$\$2,141,141 , 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 90 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 \$1,875 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)*

- X 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:

*Tim Moresco / Senior Engineer
1395 35th Avenue Sacramento, CA 95822
916-808-1432/TMoresco@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:

Mark Borges, Senior Vice President
1875 Loveridge Road
Pittsburg, CA 94565
mborges@prim.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 X.

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 Apprenticeship 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 8/11/2026

BY 
MARK BORGES

Print Name
SENIOR VICE PRESIDENT

Title
BY 
CHRIS ANDERSON

Print Name
VICE PRESIDENT

Title
1000004506

DIR Registration #
95-2159777

Federal ID#
1111022

State ID#

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

Type of Business Entity (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (*please specify*): _____

CITY OF SACRAMENTO
a municipal corporation

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

Bond No.: K42268227

Premium: \$12,418.62

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

ARB, Inc.
1875 Loveridge Road
Pittsburg, CA 94565

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

Richards Boulevard Drainage Improvements
(PN: W14150707) (B26141311011)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*: Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligor, in the sum of: **Two Million One Hundred Forty One Thousand One Hundred Forty One (\$2,141,141)** for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on 7/2/2026, 2026.

ARB, Inc.
(Contractor) (Seal)
By: [Signature]
Title: SVR

ORIGINAL APPROVED AS TO FORM:

City Attorney

Federal Insurance Company
(Surety) (Seal)
By: [Signature]
Dylan Clark, CA License # 4495206
Title: Attorney-in-Fact
Agent Name and Address: McGriff, a Marsh & McLennan Agency LLC Company
10100 Katy Freeway, Suite 400, Houston, TX 77043
Agent Phone #: 713-877-8975
Surety Phone #: 215-640-1000
California License # 0H18131
Surety Email: surety@chubb.com

CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No.: K42268227

Premium: \$12,418.62

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

ARB, Inc.
1875 Loveridge Road
Pittsburg, CA 94565

hereinafter called Contractor, a contract for construction of:

Richards Boulevard Drainage Improvements
(PN: W14150707) (B26141311011)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):

Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum: **Two Million One Hundred Forty One Thousand One Hundred Forty One (\$2,141,141)** on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on _____, 2026.

ARB, Inc.
By: _____ (Contractor) _____ (Seal)
Title: SVP

ORIGINAL APPROVED AS TO FORM:

City Attorney

Federal Insurance Company
By: _____ (Surety) _____ (Seal)
Title: Dylan Clark, CA License # 4495206
Attorney-in-Fact
Agent Name and Address: McGriff, a Marsh & McLennan Agency LLC Company
10100 Katy Freeway, Suite 400, Houston, TX 77043
Agent Phone #: (713) 877-8975
Surety Phone #: (215) 640-1000
California License # #0H18131
Surety Email: surety@chubb.com



ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On July 2nd, 2026 before me, Brandi Gilmour, Notary Public
(insert name and title of the officer)

personally appeared MARK BORGES
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 Brandi Gilmour (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT (SURETY) 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 Texas

County of Harris

On June 24, 2026 before me, Diana Castillo, Notary Public

personally appeared, Dylan Clark, Attorney-in-Fact

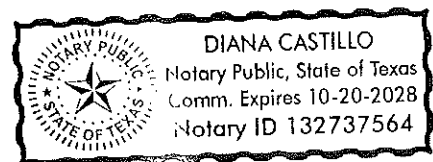
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 *Diana Castillo*

(Seal)



CHUBB®

Power of Attorney

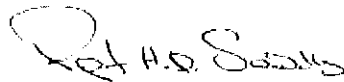
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

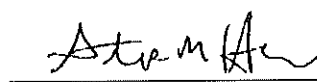
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Namesia Anderson, Joseph R. Aubert, Marc W. Boots, Ashley Coleman, Dylan Clark, Richard Covington, Michael Garcia, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Jaimie Morrison, Melanie Salinas, Ryan Varela, Dylan Young and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 24th day of October 2025.


Rupert H.D. Swindells, Assistant Secretary


Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

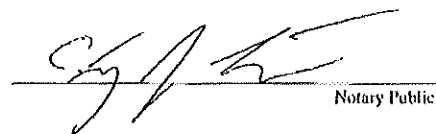
SS.

On this 24th day of October, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50173208
COMMISSION EXPIRES OCT 15, 2026


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

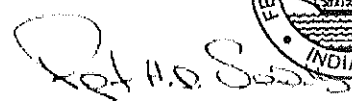
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 24th day of June, 2026




Rupert H.D. Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

COMMUNITY WORKFORCE AND TRAINING AGREEMENT

CITY OF SACRAMENTO

INTRODUCTION/FINDINGS

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

1.3 "City" means the City of Sacramento.

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

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

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

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

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

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

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

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

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

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

ARTICLE II

SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

2.3 Exclusions from Covered Work

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

EFFECT OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

JOINT LABOR/MANAGEMENT MEETINGS AND

PRE-JOB CONFERENCES

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

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

ARTICLE VI
NO DISCRIMINATION

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

ARTICLE VII
UNION SECURITY

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

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

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

ARTICLE VIII
REFERRAL

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

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

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

ARTICLE IX
LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT

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

9.1.1 Priority 1: Residents of the City of Sacramento.

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

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

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

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

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

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

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

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

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

9.6 Apprenticeship and Workforce Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.10 Enforcement, Compliance and Reporting.

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

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

ARTICLE X

HELMETS TO HARDHATS

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

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

ARTICLE XI

WAGES AND BENEFITS

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

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

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

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

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

ARTICLE XII

COMPLIANCE

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

ARTICLE XIII

EMPLOYEE GRIEVANCE PROCEDURE

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

ARTICLE XIV

GENERAL GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

ARTICLE XV

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

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

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

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

ARTICLE XVI

MANAGEMENT RIGHTS

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

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

ARTICLE XVII **DRUG & ALCOHOL TESTING**

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

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

ARTICLE XVIII **SAVINGS CLAUSE**

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

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

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

ARTICLE XIX **AMENDMENT/COUNTERPARTS/AUTHORITY**

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

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

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

ARTICLE XX **TERM**

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

CITY OF SACRAMENTO

Francesca Lee Halbakken

Date: Nov. 9, 2018

Assistant City Manager Francesca Lee Halbakken for
City Manager Howard Chan

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



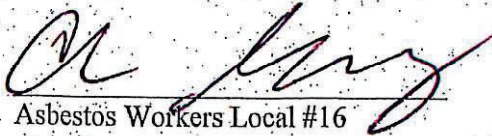
Date: 11/09/2018

Name:

Executive Director

Title:

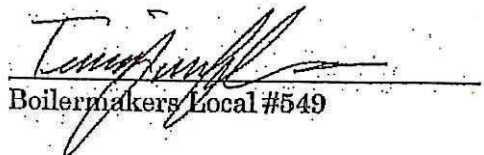
UNIONS


Asbestos Workers Local #16


Iron Workers Local #118


Bricklayers Local #3

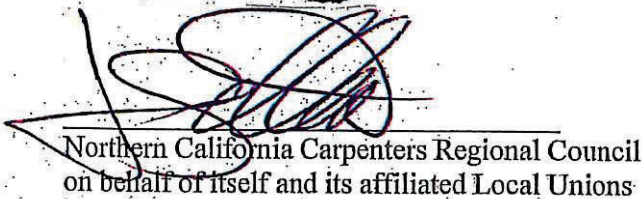

Laborers Local #185


Boilermakers Local #549

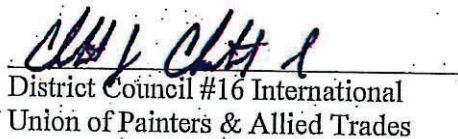

Operating Engineers Local #3

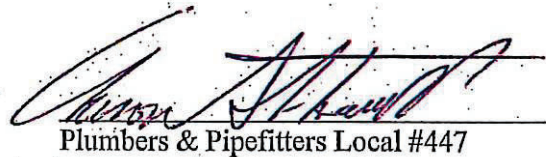

Cement Masons Local #400


Plasterers & Cement Masons Local #300


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


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

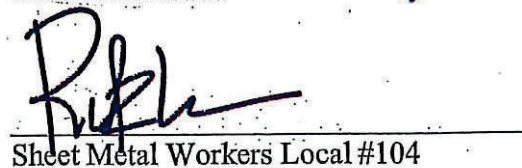

District Council #16 International
Union of Painters & Allied Trades


Plumbers & Pipefitters Local #447

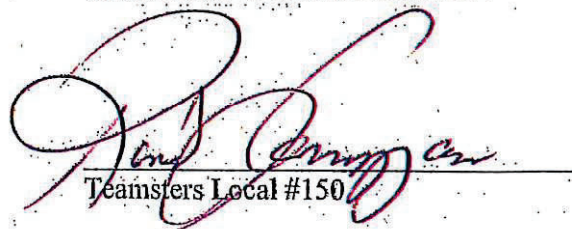

Elevator Constructors Local #8

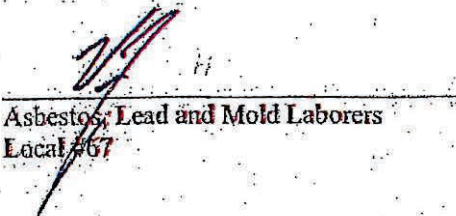

Roofers Local #81


International Brotherhood of Electricians
Local #340


Sheet Metal Workers Local #104


Sprinkler Fitters Local #669


Teamsters Local #150


Asbestos, Lead and Mold Laborers
Local #67

Addendum A

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

AGREEMENT TO BE BOUND

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

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

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

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

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

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

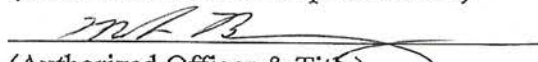
(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: 8/11/2026

ARB, INC.

Name of Contractor
MARK BORGES

(Name of Contractor Representative)


(Authorized Officer & Title)

194079

CSLB # or Motor Carrier Permit

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Pages]

REQUIREMENTS FOR THE LOCAL HIRE AND COMMUNITY WORKFORCE TRAINING PROGRAM

INTRODUCTION

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

APPLICATION

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

DEFINITIONS

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

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

Priority 1: Residents of the City of Sacramento

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

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

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

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

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

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

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

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

LOCAL HIRE AND WORKFORCE DEVELOPMENT PROGRAM

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

Total Workforce Goal

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

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

Priority Apprentice Goal

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

Student Internship Goals

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

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

RECORDS AND DEMONSTRATING DILIGENT EFFORTS OF CONTRACTOR

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

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

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

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

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

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

Project Name here

PROPOSED TRADE ASSIGNMENTS

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

OWNER:

CONTRACTOR:

ADMINISTRATOR: None

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

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

MEETING DATE: _____

MEETING TIME: _____

UNION RESPONSE DATE: _____

CONTRACTOR RESPONSE DATE: _____

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

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: _____

Approximate Completion Date: _____

3. ADDRESSES:

Job Location: _____

Company's Local Mailing Address: _____

Trust Fund Billing Address: _____

4. CONTRACTOR PERSONNEL:

Project Manager:

Office Telephone #: _____
Mobile Telephone #: _____
Fax Telephone #: _____

Superintendent:

Office Telephone #: _____
Mobile Telephone #: _____
Fax Telephone #: _____

Safety Representative:

Office Telephone #: _____
Mobile Telephone #: _____
Fax Telephone #: _____

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

Name of first Contact: _____
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 call the hiring halls to have craft workers dispatched out to this project:

1. _____
2. _____
3. _____

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

5. MANPOWER:

<u>Craft</u>	<u>Peak</u>	<u>Average</u>
Asbestos Workers	_____	_____
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	_____	_____

Sprinkler Fitters

Teamsters

6. OPERATIONAL INFORMATION:

Number of Shifts:

1st Shift Schedule:

_____ AM/PM to _____ AM/PM

2nd Shift Schedule:

_____ AM/PM to _____ AM/PM

3rd 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: _____

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

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

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: _____

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: _____

Teamsters: _____

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

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: _____

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. _____	_____

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. _____	_____

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.

4. 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).

5. 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.

6. 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.

7. 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

Construction & Demolition Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
Phone: (916) 808-0965 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Building
Permit
Numbers

Please include all known permit numbers related to this project.

Form submitted
by:

Please attach a business card or include your name with a phone number and/or an email address.

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 is 0.04% of the job valuation (min \$40, max \$800). If applicable, a security deposit of 1% of the job valuation (max \$10,000) will be required. **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

65% 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.

65%
of all debris must
be recycled

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.

Office Use Only:

Approved by: _____

On date: _____

Fee amount: \$ _____

Construction & Demolition Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
Phone: (916) 808-0965 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Definitions

Please read and understand these terms. Call Recycling & Solid Waste (RSW) at (916) 808-0965 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/public-works/RSW/Collection-Services/Recycling/Construction-and-Demolition>.

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 **must** be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** See a list provided at <https://swa.saccounty.net/Pages/Franchisee-Listing.aspx>. These companies are the only companies in Sacramento who can legally collect and haul mixed C&D debris.
3. **Source separation:** This is achieving compliance with the recycling requirement by keeping wood, metal, cardboard, or other recyclables in separate containers. 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 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 jobsite is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See list at <https://swa.saccounty.net/Pages/CDD debrisSortingFacilities.aspx>. 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 wastelog.

Failure to comply with these terms and conditions may result in a fine and a security deposit on future projects.

Construction & Demolition 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*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
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

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

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.

Construction & Demolition Waste Log

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

Building Permit

Please put all known permit numbers related to this project.

This waste log must be submitted to Solid Waste within 30 days of the building permit being finalized (or expired). This waste log, and the supporting weight tickets, must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Weight*

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
*** Weight:** Indicate the weight. If weight is not known, put volume. Example: "3.2 tons" – or – "10 yards"

Office Use Only: Received by: _____ On date: _____
☐ Logged ☐ Approved ☐ Scanned ☐ Filed Total Diversion: _____ %

CONTRACT SPECIFICATIONS
FOR
RICHARDS BOULEVARD DRAINAGE IMPROVEMENTS

PN: W14150707

B26141311011

Engineer's Estimate: **\$1,661,000**

For Pre-Bid Information Call:

Separate Plans

Tim Moresco
Senior Engineer
(916) 808-1432

Bid to be received before 2:00 PM
June 3, 2026
Security Desk, 1st Floor (City Clerk in-box)
New City Hall
915 I Street, Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

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

RICHARDS BOULEVARD DRAINAGE IMPROVEMENTS

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CALIFORNIA LABOR CODE RELATING TO APPRENTICES

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

TAX FORMS (REQUIRED UPON AWARD)

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

CA Form 590.....<https://www.ftb.ca.gov/forms/2026/2026-590.pdf>

CA Form 587.....<https://www.ftb.ca.gov/forms/2025/2025-587.pdf>

SPECIAL PROVISIONS

Bid Opening Information

Bids are to be received by 2:00PM at New City Hall, 915 I Street on the first floor Security Desk. Bids will be opened virtually at 2:30 via a web meeting.

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

Please click this URL to join. <https://cityofsacramento-org.zoom.us/j/93077455918>

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

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

Or One tap mobile:

+16699006833,,93077455918# US (San Jose)

+12532158782,,93077455918# US (Tacoma)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 930 7745 5918

International numbers available: <https://cityofsacramento-org.zoom.us/j/93077455918>

LBE INFORMATION

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

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

NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, New City Hall, located at 915 I Street, 1st Floor, Security Desk, up to the hour of 2:00 p.m. on **6/3/2026** and opened at and read after 2:00 p.m. on **6/3/2026**, or as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of:

RICHARDS BOULEVARD DRAINAGE IMPROVEMENTS

(PN: W14150707) (B26141311011)

as set forth in the Contract Documents.

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

SEALED PROPOSAL FOR RICHARDS BOULEVARD DRAINAGE IMPROVEMENTS

(PN: W14150707) (B26141311011)

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

PLANET BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

The Project Manager's contact information is:

Tim Moresco Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-1432 / Fax: (916) 808-1497/TMoresco@cityofsacramento.org

BAN-THE-BOX REQUIREMENTS

INTRODUCTION

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

APPLICATION

“City Contract”

The Ban-the-Box Ordinance applies to all “city contracts.” The term “city contract” means a contract awarded after January 1, 2017 to a “covered employer” for services or a public project in return for compensation of \$250,000 or more. The term “city contract” includes contracts for services or public projects that were awarded for an amount less than \$250,000 but were amended to increase the total compensation to \$250,000 or more. The Ban-the-Box Ordinance also applies when the aggregate value of all contracts for services or public projects the City has awarded to the same “covered employer” within the previous 12 months is \$250,000 or more.

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

“Covered Employer”

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

- (1) The person and the person that is a party to a “city contract” are both corporations and:
 - (a) Share a majority of members of their governing boards; or
 - (b) Have two or more officers in common; or
 - (c) Are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation’s voting power); or
 - (d) Are in a parent-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 \$250,000 or more has been met, and to notify the City in writing whenever this is the case. It is also the contractor’s responsibility to ensure that all of its subcontractors who are covered by the Ban-the-Box Ordinance comply with the provisions of the Ban-the-Box Ordinance by including these requirements in all subcontracts covered by the Ban-the-Box Ordinance.

VIOLATIONS AND MONITORING

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

ADDITIONAL INFORMATION

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

For more information on the City’s Ban-the-Box Ordinance, contact Procurement Services at 916-808-6240 or email Purchasing@cityofsacramento.org.

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

Contractor's Name: _____
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **6/3/2026**, at the Office of the City Clerk, New City Hall, at 915 I Street, 1st Floor, Security Desk, Sacramento, California and opened at **2:00 PM**, or as soon thereafter as business allows, on **6/3/2026**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

RICHARDS BOULEVARD DRAINAGE IMPROVEMENTS

(PN:W14150707) (B26141311011)

in the City and County of Sacramento, California.

TOTAL BID: _____ (\$_____).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$_____	\$_____
2	Traffic Control	1	LS	\$_____	\$_____
3	Preconstruction Photographs & Videos	1	LS	\$_____	\$_____
4	Utility Potholing	1	LS	\$_____	\$_____
5	Groundwater Dewatering	1	ALLOW	\$ 50,000	50,000
6	24-inch Drainage Pipe to Place	39	LF	\$_____	\$_____
7	36-inch Drainage Pipe to Place	71	LF	\$_____	\$_____
8	54-inch Separated Drainage Pipe	713	LF	\$_____	\$_____
9	Dual 42-inch Drainage Pipes	90	LF	\$_____	\$_____

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
10	24-inch Sewer Pipe to Place	90	LF	\$ _____	\$ _____
11	PG&E Relocation - Trench Excavation	380	LF	\$ _____	\$ _____
12	Saddle Manhole to Construct	3	EA	\$ _____	\$ _____
13	Junction Box A to Construct	1	LS	\$ _____	\$ _____
14	Junction Box B to Construct	1	LS	\$ _____	\$ _____
15	Junction Box C to Construct	1	LS	\$ _____	\$ _____
16	Junction Box D to Construct	1	LS	\$ _____	\$ _____
17	Asphalt Concrete Pave	520	TON	\$ _____	\$ _____
18	CCTV Inspection	983	LF	\$ _____	\$ _____
19	Unmarked Utility Crossing	14	EA	\$ _____	\$ _____
20	Unsuitable Material, Removal, and Replacement	10	EA	\$ _____	\$ _____

TOTAL BID: \$ _____

ENGINEERING & WATER RESOURCES
DIVISION

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

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

**Richards Boulevard Drainage Improvements
(PN: W14150707)**

ADDENDUM #01

May 21, 2026

To All Potential Bidders:

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

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

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

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

Sincerely,



Tim Moresco, P.E., Senior Civil Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

Richards Boulevard Drainage Improvements (PN: W14150707)

1. BID SCHEDULE

Please see the following list of changes to the Bid Schedule, as shown below:

- Increase Bid Item No. 20 – “Unsuitable Material, Removal, and Replacement” quantity from *10* to **100** and the Unit from *EA* to **Cubic Yard (CY)**.
- Added **Bid Item No. 21 – “Storm Drain Pipe Abandonment”** with quantity of **1 LS**.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
20	Unsuitable Material, Removal, and Replacement	100	CY		
21	Storm Drain Pipe Abandonment	1	LS		

2. ENGINEERS ESTIMATE

The Engineer's Estimate is updated from \$1,661,000 to **\$1,718,000.00**.

3. PLAN SHEET SD-1

Revised Detail for Junction Structure 1 to include the missing 8-inch and 12-inch storm drains that will tie in to the junction structure.

4. SPECIAL PROVISIONS

The following items shall be modified in the Special Provisions (Modifications are in **gray**, Deletions are denoted with the ~~strike through~~) All else will remain the same:

2.05 Temporary Diversion of Sewer, and Drainage Flows

Should it become necessary for the Contractor to temporarily divert, bypass, or impound flows carried by existing sewer or drainage systems through or around the construction operations within the limits of this project, the Contractor shall prepare a plan of such diversion, bypass, or impoundment and submit the plan to the Engineer for approval. **See the following sewer flow rates for Pipe Segment 506Z14 – 522Z14:**

Item	Flow Rate (MGD)
Peak Wet Weather Flows (PWWF) 10-year	4.5
Peak Dry Weather Flows (PDWF)	0.26
Average Dry Weather Flows (ADWF)	0.17

Maximum Dry Weather Flows (MDWF)	0.9
----------------------------------	-----

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

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

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

The following item shall be added to the Special Provisions:

Item No. 21 Storm Drain Pipe Abandonment

Where shown on the plans, the Contractor shall be responsible for complete abandonment of the existing 36" storm drain pipe, by filling the existing void with Controlled Low Strength Material (CLSM) that meets the requirements of section 10-16, "Control Density Fill (CDF)" of the Standard Specifications. Work shall accessing and preparing the pipeline, cleaning and removing debris as necessary, installing plugs or bulkheads, furnishing and placing CLSM, and restoring any access points or surface improvements disturbed during the work.

All work shall conform to the requirements of the City of Sacramento Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

Payment shall be at the lump sum (LS) price bid for abandoning the existing Storm Drain Pipe with CLSM and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work necessary to complete the Item. This includes, but is not limited to, cleaning and preparation; installation of plugs or bulkheads; pumping or placing CLSM/slurry mix; testing and quality control; backfilling and restoration of disturbed surfaces; and all other work required to fully abandon the storm drain pipe in accordance with the City Standard Specifications, the Plans, these Special Provisions, and as directed by the Engineer.

Attachments:

- A. Revised Bid Schedule
- B. Revised Plan Sheet SD-1 (Addendum1)
- C. Questions and Answers

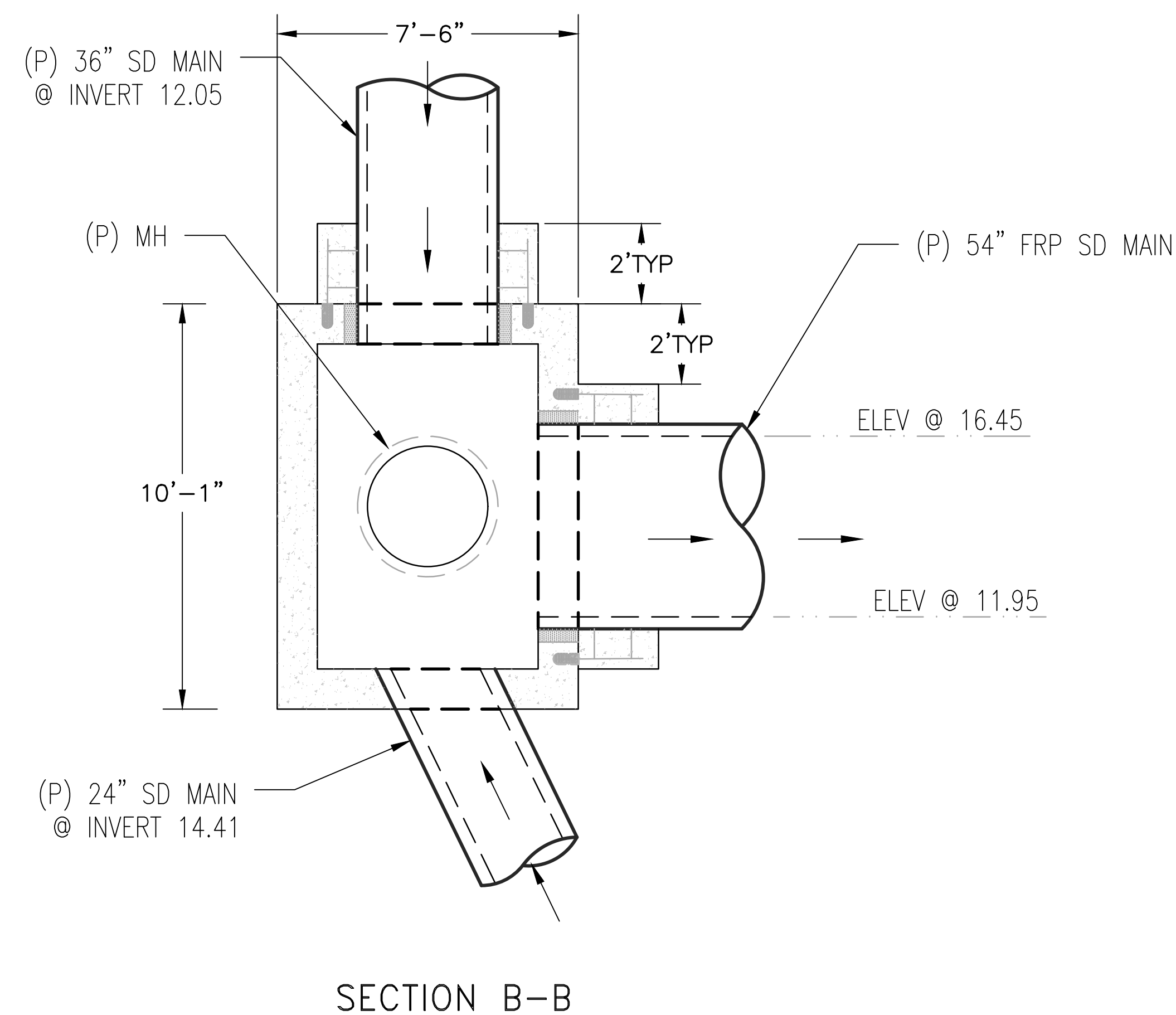
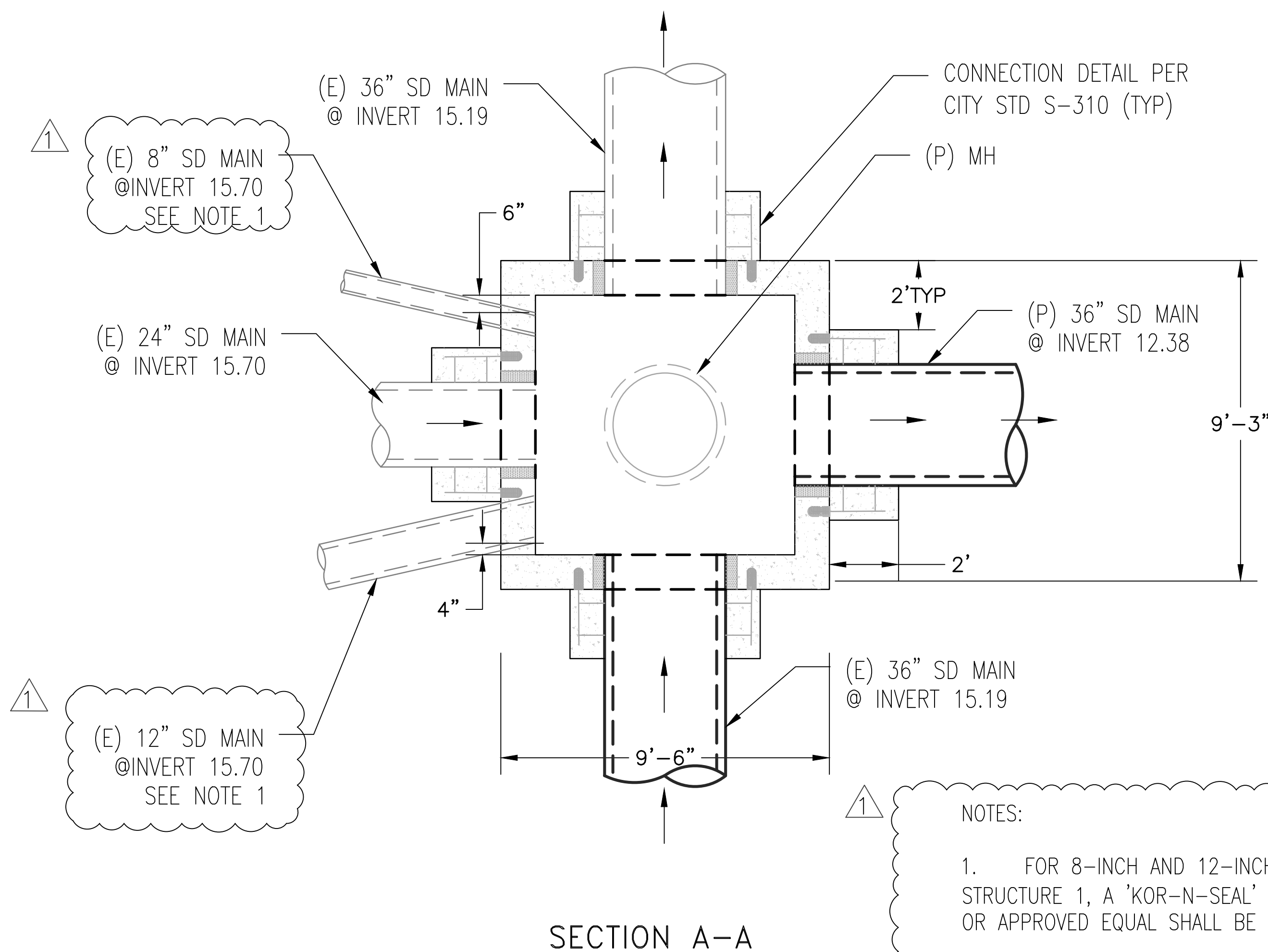
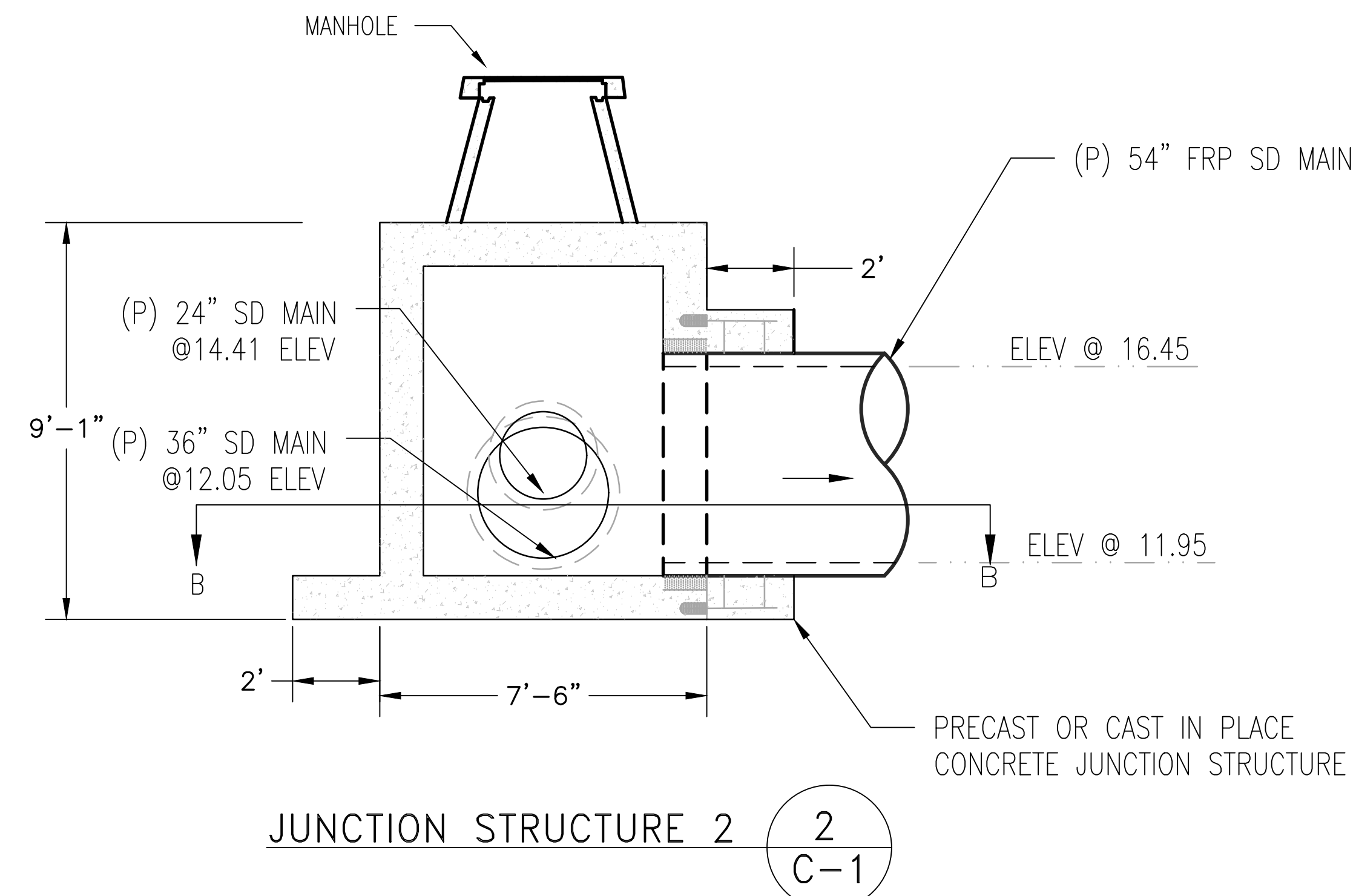
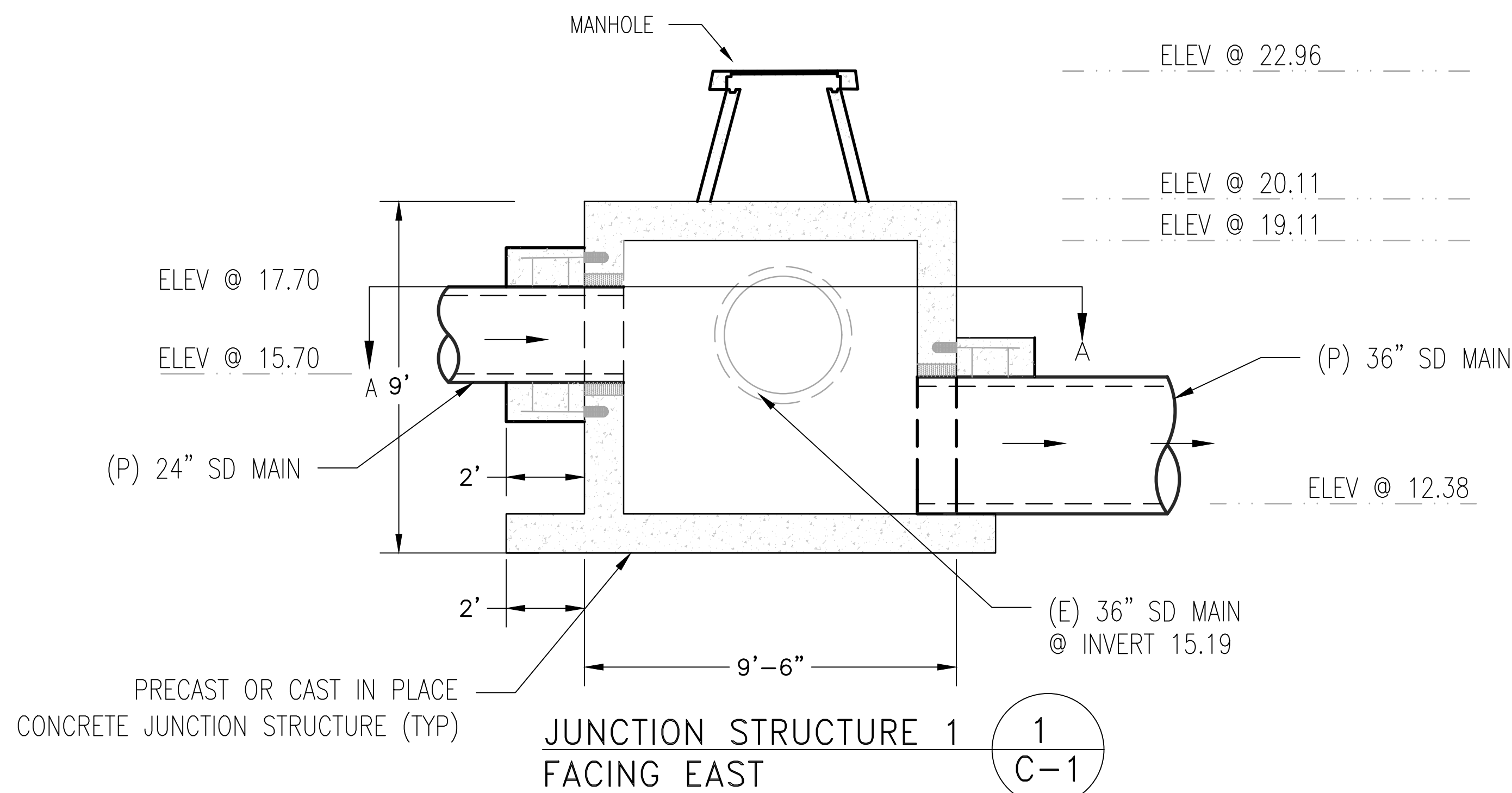
Richards Blvd Drainage Improvements

Project Number: W14150707

Project Manager: Tim Moresco

Engineer's Estimate: \$1,718,000

Item #	Description	Est. Quantity	Units	Est. Unit Cost	Est. Cost
1	Mobilization/Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Preconstruction Photographs & Videos	1	LS		
4	Utility Potholing	1	LS		
5	Groundwater Dewatering	1	ALLOW	\$ 50,000.00	\$ 50,000.00
6	24-inch Drainage Pipe to Place	39	LF		
7	36-inch Drainage Pipe to Place	71	LF		
8	54-inch Separated Drainage Pipe	713	LF		
9	Dual 42-inch Drainage Pipes	90	LF		
10	24-inch Sewer Pipe to Place	90	LF		
11	PG&E Relocation - Trench Excavation	380	LF		
12	Saddle Manhole to Construct	3	EA		
13	Junction Box A to Construct	1	LS		
14	Junction Box B to Construct	1	LS		
15	Junction Box C to Construct	1	LS		
16	Junction Box D to Construct	1	LS		
17	Asphalt Concrete Pave	520	TON		
18	CCTV Inspection	983	LF		
19	Unmarked Utility Crossing	14	EA		
20	Unsuitable Material, Removal, and Replacement	100	CY		
21	Storm Drain Pipe Abandonment	1	LS		



NOTES:

- FOR 8-INCH AND 12-INCH CONNECTIONS TO JUNCTION STRUCTURE 1, A 'KOR-N-SEAL' FLEXIBLE CONNECTION OR APPROVED EQUAL SHALL BE USED

PROJECT TITLE HERE
R:\Civil3D Projects\

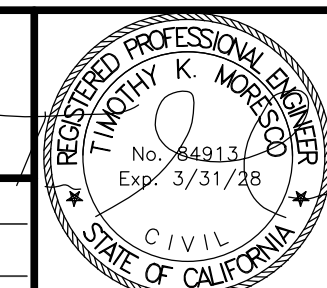
PN: W14150707

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ADDED MISSING 8" AND 12" SD PIPES	5/21/26	TM/EB

BENCH MARK	ELEV.
RAMSET IN TRAFFIC SIGNAL BASE, SE COR RICHARDS BLVD. & SEQUOIA PACIFIC BLVD. TRANSFER FROM 297-C2E. THIS BM PREVIOUSLY DESIGNATED 297-C1A, CHANGED TO 297-C1C DUE TO CONFLICT. NOTE: NAVD88 ELEV IS 23.048. TRANSFER FROM BM 297-B1C JB & MR (2009)	23.048'

FIELD BOOK	SCALE:
0000	H: 3/8"=1'
	V: NA

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES			
DRAWN BY: ESGARDO BAZAN	DESIGNED BY: TIM MORESCO	CHECKED BY: BRETT GRANT	
DATE: 5/12/26	R.C.E. NO. 84913 DATE: 5/12/26	R.C.E. NO. 58954 DATE: 5/12/26	



IMPROVEMENT PLANS FOR:	
RICHARDS BOULEVARD DRAINAGE IMPROVEMENTS JUNCTION STRUCTURE DETAILS	

DWG. NO.	SHEET
SD-1	6 OF 7

PN: W14150707

PN: W14150707

Richards Boulevard Drainage Improvements
Project Number: W14150707
Questions and Answers
21-May-26

Question	Answer
Section 1.15B states: Contractor shall appoint a full time Quality Control Officer who will have the sole responsibility for the full-time oversight, implementation, and monitoring of the QC Program on this one project. Contractor shall maintain a log of required testing indicating the tests or sampling and test method required, location, frequency, and responsibility. Can the Quality control officer be the project manager or superintendent assigned to the project?	Yes, that would be acceptable.
Please confirm the quantity and units for bid item #20 on the bid form.	The Quantity and Unit are both wrong. Addendum No. 1 will modify the Bid Schedule to account for this change. The Quantity should be 100 and the Unit should be Cubic Yard (CY)
Please provide the minimum and maximum flow rates for the existing 24" CSS that runs east to west and requires replacement from station 17+46 to 18+32	Peak Wet Weather Flows (PWWF) 10-year: 4.5 MGD Peak Dry Weather Flows (PDWF): 0.26 MGD Average Dry Weather Flows (ADWF): 0.17 MGD Maximum Dry Weather Flows (MDWF): 0.9 MGD
Reference: Specification Section 1.18B – Cooperation with City and Other Contractors. Section 1.18B outlines the following Contractor responsibilities in support of PG&E operations, which includes providing a trench meeting PG&E's dimensional and safety requirements, maintaining OSHA-compliant excavation protection until PG&E's work is complete, coordinate daily work windows with PG&E during their tie-in period, restore all pavement, concrete, and improvements following PG&E's completion, and protecting the work area from settlement, cave-ins, or groundwater intrusion that could delay PG&E operations. We acknowledge responsibility for traffic control associated with its own scope of work, however, please confirm for bidding purposes that the Contractor is not responsible for providing or maintaining traffic control during PG&E's utility relocation work, which the specifications estimate at 10 working days.	For bidding purposes, the City confirms that the Contractor is not responsible for providing or maintaining traffic control during PG&E's utility relocation work, beyond the traffic control required for the Contractor's own operations in preparing the trench, providing excavation support, and completing backfill and surface restoration.
Drawing C-1 shows existing 12" SD and 8" SD lines connecting to existing SDMH-102Z14; however, these lines are not reflected in the proposed junction structure detail on Drawing SD-1, Detail 1. Please confirm the following: Will the existing 12" and 8" SD lines be reconnected to the new junction structure? If so, will these connections require a pipe collar, consistent with the collar detail shown for the other lines on Drawing SD-1?	The existing 8" and 12" will be reconnected to the new junction structure. This was missed in the original drawing and will be updated to show in Addendum No. 1. These connections may have a Flexible Boot Connection like a Kor-N-Seal, or approved equal.

Contractor's Name: _____
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **6/3/2026**, at the Office of the City Clerk, New City Hall, at 915 I Street, 1st Floor, Security Desk, Sacramento, California and opened at **2:00 PM**, or as soon thereafter as business allows, on **6/3/2026**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

RICHARDS BOULEVARD DRAINAGE IMPROVEMENTS

(PN:W14150707) (B26141311011)

in the City and County of Sacramento, California.

TOTAL BID: _____ (\$_____).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$_____	\$_____
2	Traffic Control	1	LS	\$_____	\$_____
3	Preconstruction Photographs & Videos	1	LS	\$_____	\$_____
4	Utility Potholing	1	LS	\$_____	\$_____
5	Groundwater Dewatering	1	ALLOW	\$ 50,000	50,000
6	24-inch Drainage Pipe to Place	39	LF	\$_____	\$_____
7	36-inch Drainage Pipe to Place	71	LF	\$_____	\$_____
8	54-inch Separated Drainage Pipe	713	LF	\$_____	\$_____
9	Dual 42-inch Drainage Pipes	90	LF	\$_____	\$_____

ADDENDUM 01**DOCUMENT IN SEALED BID PROPOSAL**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
10	24-inch Sewer Pipe to Place	90	LF	\$ _____	\$ _____
11	PG&E Relocation - Trench Excavation	380	LF	\$ _____	\$ _____
12	Saddle Manhole to Construct	3	EA	\$ _____	\$ _____
13	Junction Box A to Construct	1	LS	\$ _____	\$ _____
14	Junction Box B to Construct	1	LS	\$ _____	\$ _____
15	Junction Box C to Construct	1	LS	\$ _____	\$ _____
16	Junction Box D to Construct	1	LS	\$ _____	\$ _____
17	Asphalt Concrete Pave	520	TON	\$ _____	\$ _____
18	CCTV Inspection	983	LF	\$ _____	\$ _____
19	Unmarked Utility Crossing	14	EA	\$ _____	\$ _____
20	Unsuitable Material, Removal, and Replacement	100	CY	\$ _____	\$ _____
21	Storm Drain Pipe Abandonment	1	LS	\$ _____	\$ _____

TOTAL BID: \$ _____

Contractor's Name: ARB, Inc.
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **6/3/2026**, at the Office of the City Clerk, New City Hall, at 915 I Street, 1st Floor, Security Desk, Sacramento, California and opened at **2:00 PM**, or as soon thereafter as business allows, on **6/3/2026**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

RICHARDS BOULEVARD DRAINAGE IMPROVEMENTS

(PN:W14150707) (B26141311011)

in the City and County of Sacramento, California.

TOTAL BID: TWO MILLION ONE HUNDRED FORTY ONE THOUSAND ONE HUNDRED FORTY ONE DOLLARS (\$ 2,141,141⁰⁰).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$ <u>105,000⁰⁰</u>	\$ <u>105,000⁰⁰</u>
2	Traffic Control	1	LS	\$ <u>180,000⁰⁰</u>	\$ <u>180,000⁰⁰</u>
3	Preconstruction Photographs & Videos	1	LS	\$ <u>900⁰⁰</u>	\$ <u>900⁰⁰</u>
4	Utility Potholing	1	LS	\$ <u>28,000⁰⁰</u>	\$ <u>28,000⁰⁰</u>
5	Groundwater Dewatering	1	ALLOW	\$ 50,000	50,000
6	24-inch Drainage Pipe to Place	39	LF	\$ <u>900⁰⁰</u>	\$ <u>35,100⁰⁰</u>
7	36-inch Drainage Pipe to Place	71	LF	\$ <u>900⁰⁰</u>	\$ <u>63,900⁰⁰</u>
8	54-inch Separated Drainage Pipe	713	LF	\$ <u>965⁰⁰</u>	\$ <u>688,045⁰⁰</u>
9	Dual 42-inch Drainage Pipes	90	LF	\$ <u>2,400⁰⁰</u>	\$ <u>216,000⁰⁰</u>

ADDENDUM 01

DOCUMENT IN SEALED BID PROPOSAL

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
10	24-inch Sewer Pipe to Place	90	LF	\$ <u>580⁰⁰</u>	\$ <u>52,200⁰⁰</u>
11	PG&E Relocation - Trench Excavation	380	LF	\$ <u>232⁰⁰</u>	\$ <u>88,160⁰⁰</u>
12	Saddle Manhole to Construct	3	EA	\$ <u>23,000⁰⁰</u>	\$ <u>69,000⁰⁰</u>
13	Junction Box A to Construct	1	LS	\$ <u>106,600⁰⁰</u>	\$ <u>106,600⁰⁰</u>
14	Junction Box B to Construct	1	LS	\$ <u>82,000⁰⁰</u>	\$ <u>82,000⁰⁰</u>
15	Junction Box C to Construct	1	LS	\$ <u>77,000⁰⁰</u>	\$ <u>77,000⁰⁰</u>
16	Junction Box D to Construct	1	LS	\$ <u>89,000⁰⁰</u>	\$ <u>89,000⁰⁰</u>
17	Asphalt Concrete Pave	520	TON	\$ <u>286⁰⁰</u>	\$ <u>148,720⁰⁰</u>
18	CCTV Inspection	983	LF	\$ <u>7⁰⁰</u>	\$ <u>6,881⁰⁰</u>
19	Unmarked Utility Crossing	14	EA	\$ <u>1,500⁰⁰</u>	\$ <u>21,000⁰⁰</u>
20	Unsuitable Material, Removal, and Replacement	100	CY	\$ <u>173⁰⁰</u>	\$ <u>17,300⁰⁰</u>
21	Storm Drain Pipe Abandonment	1	LS	\$ <u>16,935⁰⁰</u>	\$ <u>16,935⁰⁰</u>

TOTAL BID: \$ 2,141,141⁰⁰

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

_____ CERTIFIED CHECK

_____ MONEY ORDER

_____ CASHIERS' CHECK

 X BID BOND

FOR CITY USE ONLY

TYPE OF DEPOSIT

- ☒ Bid Bond
☐ Cashier/Certified Check
☐ Other _____

Reviewer's Initials: _____

CONTRACTOR

Addendum No. 1 X ARB, INC.

Addendum No. 2 _____ By: *MLR*

Addendum No. 3 _____ Title SR. VICE PRESIDENT (Signature)

Addendum No. 4 _____ Address 1875 LOVERIDGE ROAD

No PO Box – Physical Address ONLY

 PITTSBURG, CA 94565

City _____ STATE _____ Zip Code _____

Telephone No. _____

Fax No. _____

Email mborges@prim.com

(Federal Tax ID # or Social Security #)

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

 95-2159777

DIR Registration Number: 1000004506

Valid Contractor's License No. 194079 Classification A is held by the bidder.

Expiration date 3/2027 Representation made herein are true and correct under penalty of perjury

PN: «ProjectNumber» («BidTransactionNum»)

BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address) <u>ARB, Inc.</u> <u>1875 Loveridge Rd., Pittsburg, CA 94565</u>		Type of Organization ("X" one) ☐ Individual ☐ Partnership ☒ Corporation ☐ Limited Liability Co. ☐ Other: _____ State of Organization formation: <u>California</u>
SURETY (Name and business address,) <u>Federal Insurance Company - 202B Hall's Mill Road, Whitehouse Station, NJ 08889</u>		(agent name and phone number) <u>McGriff, a Marsh & McLennan</u> <u>Agency LLC Company</u> <u>713-877-8975</u>
a corporation duly organized under the laws of the State of <u>Indiana</u> and duly licensed to issue this bond as authorized by the State of California. California License No. <u>0059-6</u>		

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

THE CONDITION OF THIS OBLIGATION IS -

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

Project Name: Richards Boulevard Drainage Improvements
Project Number: W14150707
Bid Transaction Number: B26141311011

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: ARB, Inc.

By: [Signature]
 Name: Mark Borges

Title: - SVP

Surety: Federal Insurance Company

By: [Signature]
 Name: Ashley Coleman, CA License # 4263002

Title: Attorney-in-Fact

(Seal)

Revised: 2020

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On June 2nd, 2026 before me, Brandi Gilmour, Notary Public
(insert name and title of the officer)

personally appeared Mark Borges,
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 Brandi Gilmour (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT (SURETY)

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 Texas

County of Harris

On May 29, 2026 before me, Diana Castillo, Notary Public

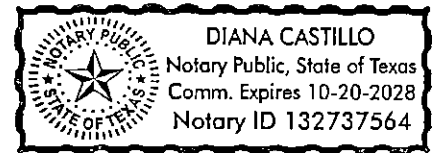
personally appeared, Ashley Coleman, Attorney-in-Fact

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 *Diana Castillo* (Seal)



CHUBB

Power of Attorney

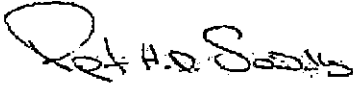
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

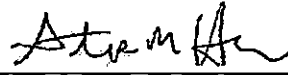
Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Namesia Anderson, Joseph R. Aulbert, Marc W. Boots, Ashley Coleman, Dylan Clark, Richard Covington, Michael Garcia, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Jaimie Morrison, Melanie Salinas, Ryan Varela, Dylan Young and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 24th day of October 2025.



Rupert HD Swindells, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 24th day of October, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50175203
COMMISSION EXPIRES OCT 15, 2026


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

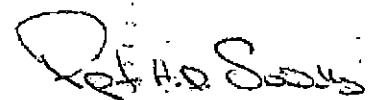
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 29th day of May, 2026





Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

City of SACRAMENTO

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

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work, services or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	ARB, INC.
(REQUIRED) Prime Contractor DIR Registration #	1000004506

Business Name	SIERRA TRAFFIC MARKINGS	Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)	☒ Subcontractor ☐ Supplier
CSLB/Professional License #	755317	DIR Registration # (10 digits)	1000002783
Address	9725 DEL ROAD SUITE B	Does this subcontractor or supplier qualify as an LBE?	NO
City, State, Zip	ROSEVILLE, CA 95747	Estimated dollar value of work, services or materials to be performed or provided	\$ 14,980.00
Contact Person	PAUL BARQUERA	Type of Work, Services, or Materials to be provided to complete contract	STRIPING
Email Address	Paul@SierraTrafficMarkings.com		
Phone	(916) 774-1080		

Business Name	CARONE & COMPANY	Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)	☒ Subcontractor ☐ Supplier
CSLB/Professional License #	704210	DIR Registration # (10 digits)	10000042926
Address	5009 FORAN DR., SUITE A	Does this subcontractor or supplier qualify as an LBE?	NO
City, State, Zip	CONCORD, CA 94520	Estimated dollar value of work, services or materials to be performed or provided	\$ 148,720.00
Contact Person	LLOYD CARONE	Type of Work, Services, or Materials to be provided to complete contract	PAVING
Email Address	lloyd@caronecompanyinc.com		
Phone	(925) 602-8800		

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.

Signature (Principal of Firm)	SR. VICE-PRESIDENT	Date	6/3/2026	Total Bid Amount (including additive alternates if applicable)	2,141,141.00
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City of SACRAMENTO

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 17725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	ARB, INC.
(REQUIRED) Prime Contractor DIR Registration #	1000004506

Business Name	JENSEN PRECAST	Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)	☐ Subcontractor ☒ Supplier
CSLB/Professional License #	N/A	DIR Registration # (10 digits)	N/A
Address	5400 Raley Blvd.	Does this subcontractor or supplier qualify as an LBE?	YES
City, State, Zip	SACRAMENTO, CA 95838	Estimated dollar value of work, services or materials to be performed or provided:	\$ 150,246.00
Contact Person	TIM DUTTON	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	tdutton@jensenprecast.com		
Phone	(916) 992-8128		

Business Name	DSM Concrete, Inc.	Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)	☒ Subcontractor ☐ Supplier
CSLB/Professional License #	920160	DIR Registration # (10 digits)	1000036820
Address	11018 WOLF ROAD	Does this subcontractor or supplier qualify as an LBE?	NO
City, State, Zip	GRASS VALLEY, CA 95949	Estimated dollar value of work, services or materials to be performed or provided:	\$ 7,950.00
Contact Person	DAVID MILLER	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	DSM.SES@YALICO.COM		
Phone	(920) 268-3230		

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.

Signature (Principal of Firm)	SR. VICE-PRESIDENT	Date	6/3/2026	Total Bid Amount (including additive alternates if applicable)	2,141,141.00
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City of SACRAMENTO

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

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work, services or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

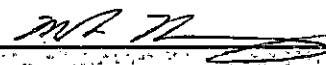
COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	ARB, INC.
(REQUIRED) Prime Contractor DIR Registration #	1000004506

Business Name	CELL-CONCRETE	Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)	☒ Subcontractor ☐ Supplier
CSLB/Professional License #	243404	DIR Registration # (10 digits)	1000005262
Address	995 ZEPHYR AVE.	Does this subcontractor or supplier qualify as an LBE?	No
City, State, Zip	HAYWARD, CA 94544	Estimated dollar value of work, services or materials to be performed or provided	\$ 20,833.00
Contact Person	KAUSHAL DAS	Type of Work, Services, or Materials to be provided to complete contract	
Email Address	Kdas@cell-concrete.com	CELL-CONCRETE	
Phone	(510) 340-8870		

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

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

	SR. VICE-PRESIDENT	6/3/2026	2,141,141.00
Signature (Principal of Firm)	Title	Date	Total Bid Amount (including additive alternates if applicable)

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

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

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

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

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

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

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

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

EXCEPTION:

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

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

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

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

CONTRACTOR'S NAME: ARB, INC.

BY:  SR. V.P. Date: 6/3/2026
Signature Title

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

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

QUESTIONNAIRE

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

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

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

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

LICENSE #19407 CLASS: A EXP. DATE: MARCH 2027

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes

☐ No

☐ Not applicable

OR

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

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

☐ Yes

☒ No

☐ Not applicable

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☐ No

OR

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

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

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

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

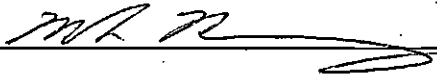
☐ Yes

☒ No

VERIFICATION AND SIGNATURE

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

Signed at PITTSBURG, CA, on 6/3/2026
(Location) (Date)

Signature: 

Print name: MARK BORGES

Title: SR. 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.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

include a public entity.

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

DECLARATION OF COMPLIANCE

Equal Benefits Ordinance

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.

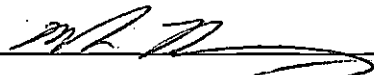
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative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

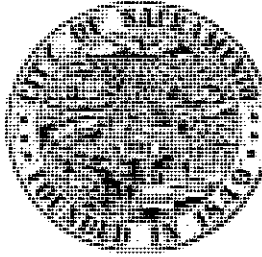
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative  Date 6/3/2026

Print Name MARK BORGES

Title SR. VICE-PRESIDENT

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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



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.

REQUIREMENTS FOR THE LOCAL BUSINESS ENTERPRISE PROGRAM (LBE Program)

INTRODUCTION

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

APPLICATION

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

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

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

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

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

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

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

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

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

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

Exceptions

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

LBE PREFERENCE

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

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

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

LBE PARTICIPATION REQUIREMENT

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

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

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

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

PARTICIPATION LEVEL REQUIREMENTS

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

Participation Credit: To receive credit for LBE participation:

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

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

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

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

LBE REQUIREMENTS FOR CONTRACTOR

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

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

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

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

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

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

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

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

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

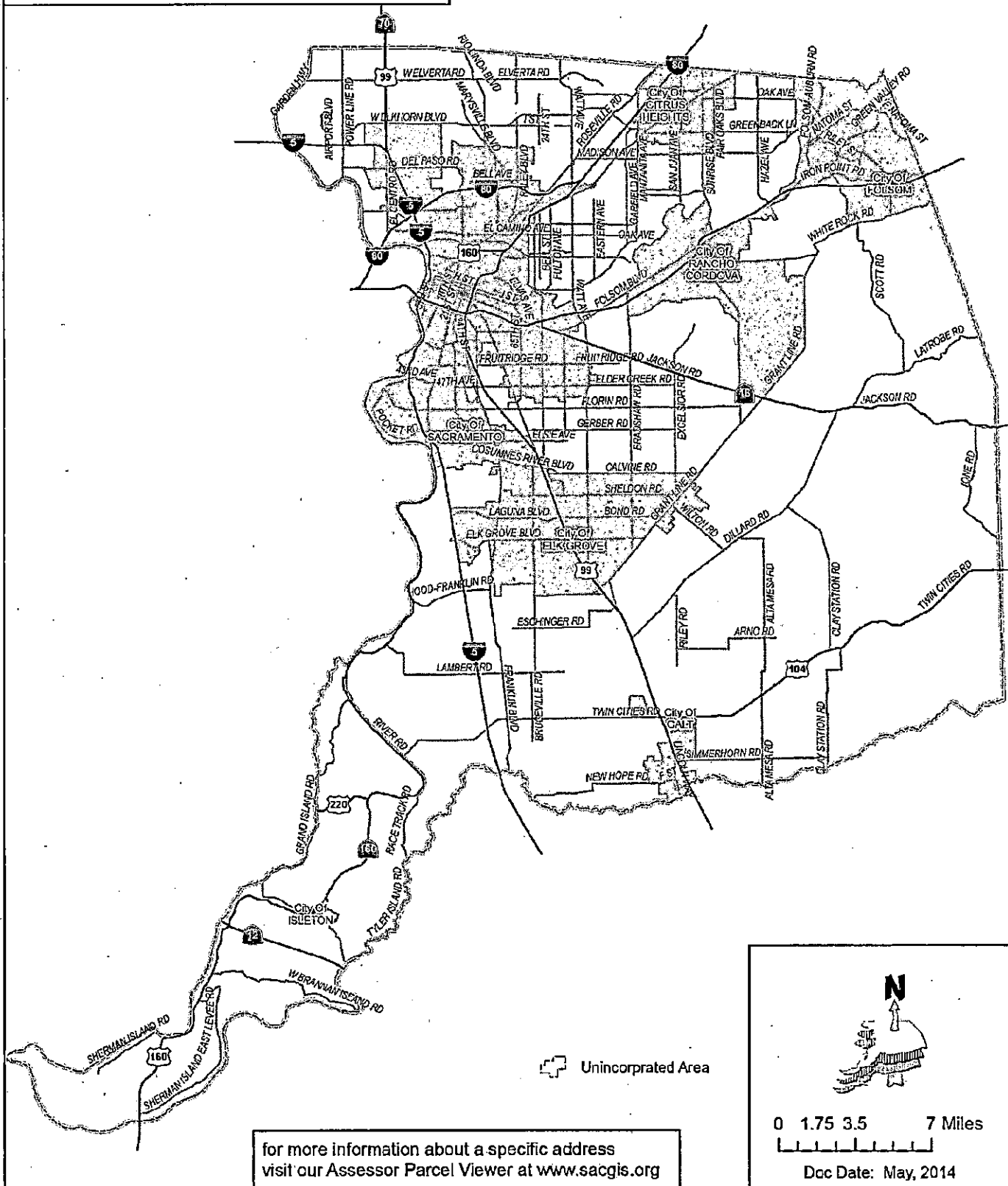
Written Notices: The written notices and request described above shall be provided by registered or certified mail (return receipt requested), by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by personal delivery shall be deemed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

LBE status is applicable to the following:

- Any Sacramento addresses which encompasses both the City & unincorporated Sacramento County – including neighborhoods like Rosemont, Antelope, Foothill Farms & Walerga.
- North Highlands
- Carmichael
- Fair Oaks
- Orangevale



UNINCORPORATED AREAS



FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he/she will comply with such provisions before commencing the performance of the work on this contract.

ARB, INC.

Bidder

BY: 

Title: SENIOR VICE PRESIDENT

Address: 1875 LOVERIDGE RD.

PITTSBURG, CA 94565

Date: 8/11/2026

PLEASE READ CAREFULLY BEFORE SIGNING

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

1. An individual using a firm name, sign: "John Doe, and 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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2027

6/25/2026

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).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Upland Specialty Insurance Company INSURER C: Twin City Fire Insurance Company INSURER D: AXIS Surplus Insurance Company INSURER E: Oxford Insurance Company TN LLC INSURER F:	FAX (A/C, No): NAIC # 19682 16988 29459 26620 17142
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COVERAGES**CERTIFICATE NUMBER:** 20952279**REVISION NUMBER:** XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	37CSEQU3414	2/28/2026	2/28/2027	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	37CSEQU3415	2/28/2026	2/28/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX PHYS DMG DED \$ 250,000
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	USXSL0136826	2/28/2026	2/28/2027	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	37WNQU3411 (AOS) 37WBROU3412 (WI) 37XWEQU3410	2/28/2026 2/28/2026 2/28/2026	2/28/2027 2/28/2027 2/28/2027	☒ PER STATUTE ☐ 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
D	EXCESS LIABILITY	N	N	P00100080656205	2/28/2026	2/28/2027	\$2M OCCUR/ \$2M AGG
E	EXCESS LIABILITY			100126	2/28/2026	2/28/2027	\$5M OCCUR/ \$5M AGG

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

\$1,000,000 DEDUCTIBLE APPLIES TO ALL OTHER STATES AND WISCONSIN WORKERS COMPENSATION POLICIES. POLICY NUMBER: 37XWEQU3410 HAS A \$ 1,000,000 SIR FOR THE STATES OF CALIFORNIA, LOUISIANA AND TEXAS. THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA/EXCESS LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**20952279**THE CITY OF SACRAMENTO
C/O EXIGIS LLC
P.O. BOX 947
MURRIETA, CA 92564

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

AUTHORIZED REPRESENTATIVE

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COVERAGE	CARRIER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
Leased/Rented/ Borrowed	Traveler's Lloyds Insurance Company	QT6307W349628TLC26	02/28/26	02/28/27	\$5,000,000 \$100,000 Ded.
Crane Overload	Traveler's Lloyds Insurance Company	QT6307W349628TLC26	02/28/26	02/28/27	Included. \$100,000 Ded.
Riggers Liability	Traveler's Lloyds Insurance Company	QT6307W349628TLC26	02/28/26	02/28/27	\$5M/OCC \$100,000 Ded.
Installation Floater*	Traveler's Lloyds Insurance Company	QT6307W349628TLC26	02/28/26	02/28/27	\$1M/ANY ONE SITE \$10,000 Ded.

POLICY NUMBER: 37CSEQU3414

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

**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

SCHEDULE

**Name Of Additional Insured Person(s)
Organization(s):**

ANY OWNER, LESSEE, OR CONTRACTOR FOR
WHOM YOU HAVE AGREED IN WRITING
PRIOR TO A LOSS TO PROVIDE LIABILITY
INSURANCE.

**Location And Description Of Completed Or
Operations**

ALL LOCATIONS AS REQUIRED BY A WRITTEN
CONTRACT OR AGREEMENT ENTERED INTO
PRIOR TO AN OCCURANCE OR OFFENSE.

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

**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".**

POLICY NUMBER: 37CSEQU3414

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION
TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE	
Number of Days Notice:	Name of Certificate Holder
Part A: <u>90</u>	BLANKET AS REQUIRED BY WRITTEN CONTRACT.
Part B: <u>10</u>	Mailing Address:
Part C: <u>90</u>	

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

POLICY NUMBER: 37CSEQU3415

**COMMERCIAL AUTOMOBILE
HA 99 16 12 21**

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

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

1. Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% 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 a partnership or joint venture,
 - b. That is an "insured" under any other policy,
 - c. That has exhausted its Limit of Insurance under any other policy, or
 - d. 180 days or more after its acquisition or formation by you, unless you have given us 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.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- a. The agreement requires you to provide direct primary insurance for the lessor and
- b. The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- a. During the policy period, and
- b. Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

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

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

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any, by the method described in SECTION IV-Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. 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.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

1. \$100,000;
2. The actual cash value of the damaged or stolen property at the time of the "loss"; or
3. The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

1. Permanently installed in or upon the covered "auto";
2. Removable from a housing unit which is permanently installed in or upon the covered "auto";
3. An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
4. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

covered "auto", we will pay your additional legal

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.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. 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.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form 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;
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.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

1. A partner, if you are a partnership;
2. A member, if you are a limited liability company; or
3. An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

(1) You, if you are an individual;

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

POLICY NUMBER: 37CSEQU3415

COMMERCIAL AUTO
CA 04 50 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

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

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: 37CSEQU3414

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION OR
NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART (CLAIMS MADE)
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice

Cancellation: 90

Nonrenewal: 90

(If no entry is shown in the Schedule above for either Cancellation or Nonrenewal, the number of days notice for that condition is not amended by this endorsement)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation or nonrenewal, as provided in:

1. Paragraph **A.2.** of the **Cancellation** Common Policy Condition;
2. The Coverage Part; or
3. An applicable state cancellation or nonrenewal endorsement,
whichever may apply, is increased to the number of days shown in the Schedule above.

In no event, however, will notice of cancellation or nonrenewal be less than the minimum number of days required, if any, of the state shown as the first Named Insured's mailing address shown in the Declarations.

Policy Number: 37CSEQU3414

**COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

Policy Number: 37XWEQU3410

Endorsement Number: 161

Effective Date: 2/28/2026 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PRIMORIS SERVICES CORPORATION
7515 IRVINE CENTER DRIVE, #200
IRVINE, CA 92618

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part. Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representative.

Number of Days Notice:

Part A: 90

Part B: 10

Part C: 90

Schedule

Name and Mailing Address of Certificate Holder

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Form WC 99 05 28 Printed in U.S.A.

Process Date:

© 2011, The Hartford

Policy Expiration Date:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number:37XWEQU3410

Endorsement Number: 29

Effective Date: 2/28/2026 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PRIMORIS SERVICES CORPORATION
7515 IRVINE CENTER DRIVE, #200
IRVINE, CA 92618

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT
TO OBTAIN THIS WAIVER FROM US.
ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.

Countersigned By: _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date:

Policy Expiration Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED
CERTIFICATE HOLDER**

Policy Number:37XWEQU3410

Endorsement Number: 30

Effective Date: 2/28/2026 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PRIMORIS SERVICES CORPORATION
7515 IRVINE CENTER DRIVE, #200
IRVINE, CA 92618

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.

B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.

C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

D. If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the certificate holder in the schedule, at least the number of days in advance of the nonrenewal effective date as shown in Part D.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part. Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term. Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representative.

Number of Days Notice:

Part A: 90

Part B: 10

Part C: 90

Schedule

Name and Mailing Address of Certificate Holder

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Form WC 99 05 29 Printed in U.S.A.

Process Date:

© 2011, The Hartford

Policy Expiration Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 37WBRQU3412 (WI)

Endorsement Number: 74

Effective Date: 2/28/2026
Declarations of the policy.

Effective hour is the same as stated on the

Named Insured and Address: PRIMORIS SERVICES CORPORATION
7515 IRVINE CENTER DRIVE, #200
IRVINE, CA 92618

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

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

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Countersigned by _____

Authorized Representative

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

Bond No.: K42268227

Premium: \$12,418.62

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

ARB, Inc.
1875 Loveridge Road
Pittsburg, CA 94565

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

Richards Boulevard Drainage Improvements
(PN: W14150707) (B26141311011)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*: Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligor, in the sum of: **Two Million One Hundred Forty One Thousand One Hundred Forty One (\$2,141,141)** for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on 7/2/2026, 2026.

ARB, Inc.
(Contractor) (Seal)
By: [Signature]
Title: SVR

ORIGINAL APPROVED AS TO FORM:
City Attorney

Federal Insurance Company
(Surety) (Seal)
By: [Signature]
Title: Dylan Clark, CA License # 4495206 Attorney-in-Fact
Agent Name and Address: McGriff, a Marsh & McLennan Agency LLC Company
10100 Katy Freeway, Suite 400, Houston, TX 77043
Agent Phone #: 713-877-8975
Surety Phone #: 215-640-1000
California License #: 0H18131
Surety Email: surety@chubb.com

CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No.: K42268227

Premium: \$12,418.62

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

ARB, Inc.
1875 Loveridge Road
Pittsburg, CA 94565

hereinafter called Contractor, a contract for construction of:

Richards Boulevard Drainage Improvements
(PN: W14150707) (B26141311011)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):

Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum: **Two Million One Hundred Forty One Thousand One Hundred Forty One (\$2,141,141)** on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on _____, 2026.

ARB, Inc.
By: _____ (Contractor) _____ (Seal)
Title: SVP

ORIGINAL APPROVED AS TO FORM:

City Attorney

Federal Insurance Company
By: _____ (Surety) _____ (Seal)
Title: Dylan Clark, CA License # 4495206
Attorney-in-Fact
Agent Name and Address: McGriff, a Marsh & McLennan Agency LLC Company
10100 Katy Freeway, Suite 400, Houston, TX 77043
Agent Phone #: (713) 877-8975
Surety Phone #: (215) 640-1000
California License # #0H18131
Surety Email: surety@chubb.com



ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On July 2nd, 2026 before me, Brandi Gilmour, Notary Public
(insert name and title of the officer)

personally appeared MARK BORGES
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 Brandi Gilmour (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT (SURETY) 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 Texas

County of Harris

On June 24, 2026 before me, Diana Castillo, Notary Public

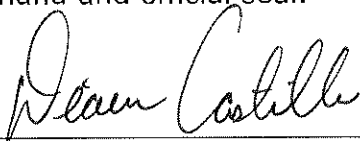
personally appeared, Dylan Clark, Attorney-in-Fact

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

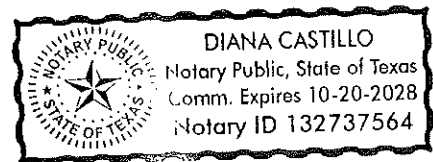
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CHUBB®

Power of Attorney

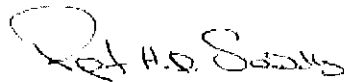
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

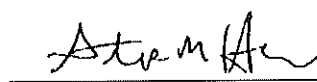
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Namesia Anderson, Joseph R. Aubert, Marc W. Boots, Ashley Coleman, Dylan Clark, Richard Covington, Michael Garcia, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Jaimie Morrison, Melanie Salinas, Ryan Varela, Dylan Young and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 24th day of October 2025.


Rupert HD Swindells, Assistant Secretary


Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

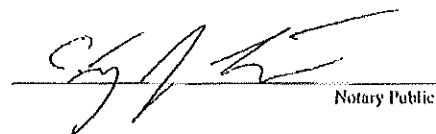
SS.

On this 24th day of October, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50173208
COMMISSION EXPIRES OCT 15, 2026


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

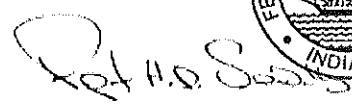
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 24th day of June, 2026




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Pages]

REQUIREMENTS FOR THE LOCAL HIRE AND COMMUNITY WORKFORCE TRAINING PROGRAM

INTRODUCTION

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

APPLICATION

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

DEFINITIONS

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

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

Priority 1: Residents of the City of Sacramento

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

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

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

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

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

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

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

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

LOCAL HIRE AND WORKFORCE DEVELOPMENT PROGRAM

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

Total Workforce Goal

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

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

Priority Apprentice Goal

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

Student Internship Goals

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

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

RECORDS AND DEMONSTRATING DILIGENT EFFORTS OF CONTRACTOR

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

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

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

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

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

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

2026 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

City of Sacramento

Payee Information

Name

ARB, Inc.

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

95-2159777

Address (apt./ste./room)

7515 Irvine Center Drive, Suite 200

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

Irvine

State ZIP code

CA 92618

Exemption Reason**Check only one box.**

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

☐ **Individuals — Certification of Residency:**

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

☒ **Corporations:**

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

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

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

☐ **Tax-Exempt Entities:**

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

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

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

☐ **California Trusts:**

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

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

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

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

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

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Louise TrotterTelephone (346) 352-5197

Payee's signature ▶

Louise TrotterDate 07/06/2026

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) ARB, INC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 7515 IRVINE CENTER DR SUITE 200	Requester's name and address (optional)
	6 City, state, and ZIP code IRVINE, CA 92618	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
9	5	-	2	1	5	9	7	7	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 11/4/25
-----------	--	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

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

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

Purpose of Form

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



BUSINESS OPERATION TAX INFORMATION

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

Business Name	Business Description	Close Date	Action
ARB, INC.	Contractors - Construction	11/12/2025	Business Detail
ARB, INC.	Contractors - General		Business Detail

Account Number	1111022
Business Name	ARB, INC.
Business Description	Contractors - General
Business Start Date	10/16/2023
Close Date	
Current Expire Date	6/30/2027
Current License Status	Active
Location Street Number	1875
Location Direction	
Location Street Name	LOVERIDGE
Location Street Type	RD
Location Unit	
Location City	PITTSBURG
Location State	CA
Location Zip code	94565 - 4110
Mail Street Number	1875
Mail Street Direction	
Mail Street name	LOVERIDGE
Mail Unit	
Mail City	PITTSBURG
Mail State	CA
Mail Zip code	94565 - 4110
Primary Phone number	(925) 432-3649
Principal Owner First name	
Principal Owner Last Name	ARB, INC.
Mail Street Type	RD

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[Direct link](#)

ON THIS PAGE

Search the BOT database

CALIFORNIA LABOR CODE RELATING TO APPRENTICES
ON PUBLIC WORKS PROJECTS

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

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

TAX FORMS AS APPLICABLE

Refer to the links below:

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

CA Form 590 <https://www.ftb.ca.gov/forms/2026/2026-590.pdf>

CA Form 587 ... <https://www.ftb.ca.gov/forms/2026/2026-587.pdf>

SPECIAL PROVISIONS

**CITY OF SACRAMENTO
SPECIAL PROVISIONS**

**RICHARDS BLVD DRAINAGE IMPROVEMENTS
PROJECT NUMBER: W14150707**



May 11, 2026

Prepared by:

Tim Moresco, P.E., Senior Civil Engineer
City of Sacramento
Department of Utilities
1395 35th Avenue
Sacramento, CA 95822

**CITY OF SACRAMENTO
SPECIAL PROVISIONS
FOR
RICHARDS BLVD DRAINAGE IMPROVEMENTS
PROJECT NUMBER: W14150707**

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**SPECIAL PROVISIONS
FOR
RICHARDS BLVD DRAINAGE IMPROVEMENTS
PROJECT NUMBER: W14150707**

SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS

1.01 Location, Scope of Work

These Special Provisions cover in general, the construction of drainage facilities on Richards Boulevard between Sequoia Pacific Boulevard to North 5th Street. The work to be performed consists of constructing drainage pipeline, manholes, junction structures, drains, and associated work. The Contractor shall provide all labor, materials, tools and equipment, and shall perform all work necessary to complete the subject project in place and make all required connections to the existing drainage system as shown on the Plans and as specified herein.

1.02 Specifications

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento (CSSS), most current, and all addenda, referred to herein as "Standard Specifications". The general requirements of this contract shall be governed by these Special Provisions first, followed by Sections 1 through 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications.

1.03 Time of Award

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

1.04 Providing Bonds and Surety

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

1.05 Interpretation of Contract Documents

Questions from bidders concerning the interpretation of any portion of the contract documents should be submitted in writing by E-mail (with E-mail delivery receipt request) to the City's Representative at the following address:

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

Subject: Contractor Name and questions.

Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer at least 7 calendar days prior to the bid opening date.

1.06 Proof of Compliance with Contract

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

1.07 Order of Work

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

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

1.08 Shop Drawings & Submittals

In accordance with Section 5-7 of the Standard Specifications, Contractor shall use the City's Construction Management Integrated Software (CMIS) to prepare and submit for review the following shop drawings and submittals:

1. Construction schedule
2. Concrete mix design (manholes and paving)
3. Record drawings (upon completion of work)
4. Traffic control plan
5. Water quality control plan
6. Proposed pipe material and fittings
7. Temporary diversion of flows (if necessary)
8. Dewatering plan (if necessary)
9. Public notification plan
10. Any other items specifically required in these Special Provisions or by referenced

contract documents.

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

Contractor is advised that at the Engineer's discretion, the above list may be expanded to include additional items to which Section 5-7 of the Standard Specifications will apply.

Contractor shall keep one copy of the approved Traffic Control Plan and the Water Quality Control Plan at the construction site at all times.

1.09 Project Sign

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

1.10 Manufacturer's Instructions

Contractor shall comply with manufacturer's installation instructions and procedures in accordance with Section 5-16 of the City Standard Specifications.

1.11 Project Scheduling

The Contractor shall submit a detailed schedule showing all items of work at least ten (10) days prior to initiating onsite construction. The schedule shall include the proposed sequencing of construction activities. The schedule shall be submitted, reviewed, and updated in accordance with Section 7-2 of the Standard Specifications. No progress payments will be made for work completed prior to acceptance of the schedule. The Contractor shall submit a revised progress schedule within 5 working days of the Engineers written request.

Contractor shall plan to attend regular weekly construction coordination meetings throughout the duration of the construction work and shall anticipate 1 to 1-1/2 hours each meeting. Weekend and night work where approved by City will be performed in accordance with Section 7-4 of the Standard Specifications and shall comply with the noise ordinance in Chapter 8.68 of the Sacramento City Code.

1.12 Record Drawings

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of piping and conduit, structures, and other facilities.

Drawings shall be kept current weekly, with all work instructions, change orders, and construction adjustments. Installed cleanouts shall be dimensioned to the nearest property line or be assigned stations to the nearest foot. Drawings shall be subject to the inspection of the Engineer at all times. Progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawing, if not denoted on contract drawings. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance with "Shop Drawings and Submittals" of these Special Provisions.

1.13 Materials and Equipment

The Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work, in accordance with Sections 5-15, 5-16, 5-17, 5-18, 5-21, and 5-22 of the Standard Specifications and these Special Provisions.

1.14 Control of Materials Testing

Comply with the provisions of Section – 1.14 Quality Control.

Contractor's attention is directed to CSSS Sections 5-22 thru 5-24. City will retain an independent testing firm to perform initial soil/aggregate/asphalt compaction tests; cast-in-place concrete slump and strength tests; grout strength tests; and any other additional test required by the City. Contractor shall perform all other required testing and submit written test results to the Engineer.

In addition to the requirements of Section 5 of the CSSS and Section 6-3.01 of the State Standard Specifications the contractor shall follow material testing for this project will be provided by the Contractor as set forth in Section 6 of the State Standard Specifications and the most current City of Sacramento Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the City and State Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project.

Engineer shall be given two (2) working days-notice prior to each test performed by Contractor.

Any system material or workmanship found defective on the basis of acceptance tests shall be reported to the Engineer. Contractor shall replace the defective material or equipment and have testing repeated without additional cost to the City, until test results are satisfactory to the Engineer. The City will only pay for initial testing services for concrete strength and slump, soil compaction, and grout strength.

When initial tests indicate non-compliance with the Contract Documents, the costs of any additional tests required for determining compliance will be deducted by the City from the Contract Sum due the Contractor.

1.15 Quality Control

A. Definition

Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1. Quality Control: All those planned and specified actions or operations necessary to produce a product or service that will meet requirements for quality as specified. Quality Control is the responsibility of the Contractor. The Contractor will monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
2. Quality Assurance: Those planned and systematic operations conducted to ensure that the operations and/or products incorporated into the project meet the project specifications. Quality Assurance encompasses oversight of the Contractor's Quality Control; verifying the results of Contractor testing; review of sampler, tester and laboratory qualifications; independent assurance sampling and testing, and inspection for conformance with the plans and specifications. Quality Assurance is the responsibility of the Contractor and Engineer.
3. Special Tests and Inspections: Tests and inspections required by the CBC and performed by certified inspectors. These tests will be performed and paid for by the City.

B. Quality Control Program:

1. Contractor shall develop a detailed written Quality Control (QC) Program for all Work required in the Contract Documents. The Contractor must submit for the Construction Manager's acceptance the Contractor's Quality Control Program (QC Program) for the entire Project before beginning any of the Work other than mobilization tasks to install temporary facilities. Except for mobilization, no other work will begin until the Engineer has accepted the Contractor's overall QC Program for the project. This QC Program must meet the objectives and requirements as defined herein. The QC Program must be specific to this Project and the Contract Documents.

2. In addition, the Contractor must submit for the Engineer's acceptance of the Contractor's individual QC Plans before starting each area or division of the Work and/or new specialty trade to complete any portion of the Work. Work will be permitted to start only after the Construction Manager reviews and accepts Contractor's individual QC Plans. The individual QC Plans must identify all QC personnel, procedures, inspections, laboratories, testing equipment calibrations and certifications, tests, inspection/test hold points, instructions, sampling and testing records organized by date and type of material, reports, records, schedules, etc. specific for each area or division of the Work and/or new specialty trade to complete any portion of the Work.
3. Contractor shall appoint a full time Quality Control Officer who will have the sole responsibility for the full-time oversight, implementation, and monitoring of the QC Program on this one project. Contractor shall maintain a log of required testing indicating the tests or sampling and test method required, location, frequency and responsibility.
4. Contractor shall provide written procedures defining methods of construction, control measures, and the performance of inspections and testing for the different types of Work.
5. Procedures shall detail "Hold Points," where Work shall not proceed until the required Quality Control functions are performed and documentation shows the Work meets the requirements of the Contract.
6. Procedures shall detail problem resolution steps and corrective actions in the event the Work does not meet the Contract Specifications.
7. Procedures shall be provided for all major activities of Work.
8. Contractor shall maintain evidence of activities affecting quality. This includes operating logs, records of inspections and tests, audit reports, material analyses, personnel qualification and certification records, procedures, and document review records.
9. Quality records shall be maintained in a manner that provides for timely retrieval, and traceability. Quality records shall be protected from deterioration, damage, or destruction.
10. Within 24 hours, notify the Engineer of any noncompliance identified by your QC program. The Contractor shall provide the City access to all QC records.

11. Submit QC test data and QC test results within 2 business days of test completion.

C. Sampling and Testing

1. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture as specified in the CSSS.
2. The City or an independent firm retained by the City will perform inspections, testing, and other services as required by the Engineer.
 - a. The Contractor shall cooperate with the Engineer or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
 - b. The Contractor shall notify Engineer three (3) working days prior to the expected time for operations requiring inspection and laboratory testing services.
 - c. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the Engineer. The Contractor shall be responsible for all costs including administrative, material testing, design, and engineering activities directly related to such retesting.

D. Installation

1. Inspection: The Contractor shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.
2. Measurements: The Contractor shall verify measurements and dimensions of the Work, as an integral step of starting each installation.
3. Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.
 - a. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.16 Contractor's Safety Program

Contractor shall provide a written IIP Program conforming to Cal-OSHA requirements.

The IIP Program shall be customized to prevent workplace injuries and illnesses specific to the work on this contract. A written copy of the IIP Program shall be maintained at the job site. As a minimum the IIP Program shall contain the following elements: responsibility, compliance, communication, hazard assessment, accident/exposure investigation, hazard correction, training & instruction, and recordkeeping. Refer to "Cal/OSHA Pocket Guide for the Construction Industry" dated June 2015 and website: <http://www.dir.ca.gov/dosh/puborder.asp> for further information.

1.17 Inspection

In addition to Section 5-20 Inspection of the City Standard Specifications, the following shall apply:

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, two (2) working days in advance of the start of work to coordinate and schedule inspection staff.

The City anticipates that this work will be subject to Night Work. Therefore, the City will provide inspection cost Monday - Friday basis only, 7 PM to 5 AM, up to 8 hours, excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of \$200.00 per hour for the actual cost of all inspection cost for work requested outside of the contract working hours, Saturday and Sunday work, or inspection performed during designated City, State, or Federal holidays. Designated City holidays for 2026 are listed below:

Date observed	Holiday
Thursday, January 1	New Year's Day
Monday, January 19	Martin Luther King, Jr. Day
Monday, February 16	Presidents' Day
Tuesday, March 31	Holiday
Monday, May 25	Memorial Day
Friday, July 3	Independence Day (observed)
Monday, September 7	Labor Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving Day
Friday, November 27	Thanksgiving (observed)
Thursday, December 24	Christmas Eve 1/2 Holiday
Friday, December 25	Christmas Day
Thursday, December 31	New Year's Eve 1/2 Holiday
Friday, January 1, 2027	New Year's Day

1.18 Cooperation with City and Other Contractors

A. General

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate their work with that of others, including private developers and utility companies, to prevent delays.

It is understood and agreed that the Contractor has considered this in the bid: all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

In addition to section 6-17 Contractor's Legal Address of the CSSS five (5) days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The contact representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

B. Pacific Gas and Electric (PG&E)

A 4-inch PG&E gas main that is in direct conflict with the proposed 54-inch drainage pipe between stations 10+95 and 14+30. To resolve the conflict, PG&E forces will decommission, remove, and relocate their main both vertically and horizontally to assist the City on this project.

The Contractor shall provide excavation, trenching, backfill, and surface restoration required to support PG&E's relocation operations. These activities shall be performed in accordance with the City Standard Specifications, these Special Provisions, and PG&E's published standards.

The Contractor shall notify both the City and PG&E a minimum of four (4) weeks in advance of the intended start of PG&E-related work. PG&E requires an estimated ten (10) working days to complete their relocation work once the

trench is prepared and made available. The Contractor shall coordinate their work to ensure the trench is ready for PG&E forces upon arrival and shall maintain the work area in a condition acceptable to PG&E.

PACIFIC GAS AND ELECTRIC STANDARDS AND REQUIREMENTS

Where indicated on the Plans or when directed by the Engineer, the Contractor shall perform all excavation, support, protection, and surface restoration necessary for PG&E's relocation and tie-in operations.

All work shall be performed in accordance with the most current PG&E Electric and Gas Service Requirements, available at:

<https://www.pge.com/en/account/service-requests/building-and-renovation/project-resources.html#accordion-371c4e0f01-item-92c5517b11>

Special attention shall be given to Standards A-03 and A-04, which outline trenching, clearances, bedding, and safety requirements for PG&E gas facilities.

The Contractor is responsible for:

- a. Providing a trench that meets PG&E dimensional and safety requirements
- b. Maintaining OSHA-compliant excavation protection until PG&E work is complete
- c. Coordinating daily work windows with PG&E during their tie-in period
- d. Restoring all pavement, concrete, and improvements following PG&E completion
- e. Protecting the work area from settlement, cave-ins, or groundwater issues that could delay PG&E operations

1.19 Public Outreach

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

1.20 Permits

None required

1.21 Permanent Survey Monuments

The Contractor is responsible for verifying that arrangements have been made for preserving and/or perpetuating all permanent survey monuments affected by the work, in accordance with Section 5-6 of the Standard Specifications.

1.22 Administrative Penalty Ordinance

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

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

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

1.23 Water Quality Control

The Contractor shall be responsible for the requirements consisting of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit, issued to the City and in accordance with Section 16 of the Standard Specifications.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. The Contractor shall not begin work until an accepted ESC Plan is on file with the Engineer.

The Contractor shall protect existing drain inlets over the course of the project until completion. The Contractor shall maintain best business practices when it comes to water quality control.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, "Retention of Sums Charged against the Contractor", of the Agreement, contained herein. Any fines, including third-party claims, levied against the City as a result of the Contractor's non-compliance are the Contractor's sole responsibility and will be withheld

from progress payments or final payment in accordance with Section 7, of the Agreement.

1.24 Project Closeout

When the project is completed in accordance with the Plans and Specifications, the Contractor shall notify the Engineer of the completion of the project at which time the City will prepare a list of deficient work items, or punch list, and after all punch list items have been completed to the satisfaction of the Engineer, and as-built drawings are completed and submitted, a completion report will be prepared, as detailed and in accordance with Section 8-4 of the Standard Specifications.

1.25 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate, and no additional compensation will be allowed.

****END OF SECTION****

SECTION 2– PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS

2.01 Public Right-of-Way and Easements

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

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

2.02 Existing Facilities

Protection and maintenance of existing utilities shall meet the applicable requirements of Section 13 of the Standard Specifications and these Special Provisions.

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

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

The Contractor is expected to "pothole" existing underground utilities a minimum of fifteen (15) working days in advance at any location where an existing utility may be in conflict with the proposed work.

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

2.03 Coordination of Work

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

2.04 Maintaining Water, Sewer & Drainage Flows

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

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

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

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

2.05 Temporary Diversion of Sewer, and Drainage Flows

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

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

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

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

2.06 Work Performed by City Crews

The Contractor is advised that the City retains the option of performing with City crews all or a portion of any work involved in relocating, repairing, or otherwise restoring existing sewer, water, and drainage systems and services to developed properties within the limits of the project that may be in conflict with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City. All work performed and materials provided by the City will be paid for by the Contractor or removed from this contract at no additional cost to the City.

2.07 Existing Site Conditions

Bidders are directed to Section 2-4 of the Standard Specifications which require Bidders to examine the project site.

2.08 Handling and Removal of Hazardous or Contaminated Materials

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

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

1. All work is to be completed in accordance with the following regulations and requirements:
 - a. Chapter 6.5, Division 20, California Health and Safety Code.
 - b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
 - c. City of Sacramento Building Code and the Uniform Building Code, 1994 edition.
2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.
3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. No payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

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

2.09 Health and Safety

The Contractor is warned that existing sewers and appurtenances have been exposed to

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

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

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

2.10 Public Notification of Work

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

2.11 Maintenance of Traffic, Public Safety and Convenience

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

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

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

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

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

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

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

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

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

4. Rear access to buildings and existing parking areas behind buildings shall be maintained. If arrangements have been made with property owners, the Contractor may close such access for a limited time. Contractor shall give property owners forty-eight (48) hours' notice in advance of the closure.
5. Provide for pedestrian traffic at all times except where closures are approved in advance by the Engineer.
6. At least one (1) lane of traffic shall be maintained at all times in the street. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner to cause as little inconvenience to the traveling public as possible. Skid - resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours for the entire project.
7. **All work located on Richards Boulevard shall be subject to night work.** These hours will be Sunday night through Thursday nights from 7:00 P.M. to 5 A.M. Night work shall be performed in accordance with Section 7-4 of the Standard Specifications and shall comply with the noise ordinance in Chapter 8.68 of the Sacramento City Code. The Contractor shall commence work no sooner than 5 working days after the date of approval is issued.
9. For work done before 7:00 A.M. or after 6:00 P.M., or during all daylight hours between 6:00 P.M. Friday to 7:00 A.M. Monday, the street or alley may be closed provided proper detours are provided and only if arrangements have been made with the property owners in advance and approved by the Engineer. A minimum of five (5) working days' notice shall be given to property owners in advance of closure.
10. Outside of the Night work hours listed above, or at times when work is not in progress, the entire roadway shall be open to the public for pedestrian and vehicular traffic, except for areas approved by the Engineer for after work hours staging of equipment and materials. All pits shall be protected with K-rail, fencing, and other devices necessary to safeguard the general public and the work when they are open and uncovered.

All signs and street marking damage caused by or related to the construction of this project shall be replaced in kind by the Contractor. In the case of partial damage to lane stripes and traffic lettering the whole stripe or marking in its entirety shall be replaced. Temporary markings and striping shall be installed within 72 hours (three working days) of damage.

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

1. Police Communication Center one (1) working day prior to closure by calling 916-

808-5471, option 2 (City of Sacramento 311).

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

At a minimum, the information faxed shall include:

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

2.12 Removal of Street Parking

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

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

2.13 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate, and no additional compensation will be allowed.

****END OF SECTION****

SECTION 3 – GENERAL DRAINAGE CONSTRUCTION REQUIREMENTS

3.01 Utility Potholing

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

3.02 Sheeting, Shoring, and Bracing

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

manhole excavations, the Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

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

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

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

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

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

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

3.03 Trench Excavation and Backfill

Trench excavation and backfill in all streets shall meet the applicable requirements of Sections 10, 14 and 26 of the Standard Specifications and these Special Provisions. If specified in these Special Provisions, pipe shall be backfilled using Controlled Density Fill

(CDF), in accordance with Section 10-16 of the Standard Specifications, and as directed by the Engineer. Slurry cement backfill will not be allowed.

3.04 Unsuitable Material

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

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

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

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

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

3.05 Pavement Cutting and Surface Restoration

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

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

3.06 Temporary Paving

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

3.07 Dewatering

- A. Contractor shall be responsible for controlling groundwater encountered during construction per Sections 26-2 and 16-1 of the Standard Specifications, and these Special Provisions.
- B. Groundwater shall be collected in temporary storage tanks for settling, filtration, and testing prior to discharge. The Contractor shall develop an excavation dewatering plan as specified herein and submit it to the City for review and approval.
- C. The Contractor shall assume sole responsibility for:
 - 1. Planning, design, installation and operation of temporary groundwater dewatering systems and temporary surface water control systems. Water control systems designed and installed by the Contractor shall adequately protect existing property, foundations, and permanent structures.
 - 2. Loss or damage resulting from partial or complete failure of operation of dewatering systems.
 - 3. Repairing damage to adjacent properties, buildings, structures, utilities, and other work due to installation, settlement or resultant damage caused by the groundwater control operations.
 - 4. Determining means and methods for disposing of water removed by dewatering systems. The Contractor shall abide by all discharge requirements as determined by Sacramento County Regional Sanitation District and/or the Regional Water Quality Control Board. If permit requirements specify water quality requirements that must be met before water can be disposed, provide the necessary treatment facilities to achieve the specified water quality limits. Contractor shall not dewater to sewer or storm drain system without an approved permit. The Contractor shall provide the necessary conveyance facilities to meet the required discharge volume within the permit requirements.
 - 5. Modifying groundwater control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas.
- D. Groundwater control systems may include single-stage or multiple-stage well point systems, sump pumps within excavations, shallow or deep wells, or combinations of these types of dewatering systems. Locate groundwater control and drainage systems so as not to interfere with utilities, construction operations, vehicular traffic, pedestrian traffic, adjacent properties, or adjacent water wells. Modify

dewatering procedures which cause, or threaten to cause, damage to new or existing facilities, so as to prevent further damage. Install settlement gauges, as necessary, to monitor settlement of critical structures or facilities adjacent to areas of dewatering. Control the rate of dewatering to avoid all objectionable settlement and subsidence. Remove or abandon dewatering system when it is no longer needed in accordance with regulatory stipulations indicated in this Section.

E. If dewatering is required, Contractor shall design dewatering systems of sufficient scope, size, and capacity to accomplish the following results:

1. Control the flow of surface water into trench and structure excavations by grading, dikes, or other means.
2. Unless otherwise approved by the Engineer, lower groundwater levels a minimum of 24-inches below trench excavation and minimize infiltration of groundwater into trench and structure excavations.
3. Lower and maintain groundwater to a level of at least 24-inches below the lowest point of structure excavations.
4. Lower groundwater levels further when necessary to obtain the specified degree of compaction. Develop substantially dry and stable subgrade for subsequent earthwork compaction and construction operations.
5. Prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation soils. Maintain stability of sides and bottoms of excavations.

F. Contractor shall maintain dewatering operations to control and minimize erosion, to create stable sides and bottoms of excavations, to stabilize constructed slopes and to prevent settlement and damage to structures and utilities. Dewatering systems utilized shall collect and dispose of removed water. Water removed by dewatering systems cannot be discharged into the storm water collection system which consists of pipes, catch basins, manholes and roadside drainage ditches, and channels. Contractor shall comply with requirements of agencies having jurisdiction and with all laws and regulations for development, drilling, and abandonment of wells used in dewatering systems.

G. A minimum of three (3) weeks prior to beginning work requiring dewatering operations, the Contractor shall submit a groundwater control plan that will:

1. Illustrate the arrangement, locations, and details of the dewatering system, including wells and well points; dewatering pumps and piezometers; locations of headers, treatment systems and discharge lines; standby equipment and power supply; silt removal, pollution control and treatment facilities; and the means of conveyance, discharge and disposal of water.
2. Include a narrative report outlining the dewatering procedures and controls.
3. Include completed applications from all applicable regulatory agencies with authority to oversee the discharges to the CSSS or separated drainage system. Permits shall be approved before discharge is allowed.

H. After approval of the Contractor's groundwater control plan submittal and within

two weeks of starting excavation activities, the Contractor shall install and run the dewatering system to achieve the required draw down level below the bottom of the excavation. Contractor shall verify the groundwater depth prior to starting excavation and provide confirmation to the Engineer that the groundwater level is at the level required below the bottom of excavation. Upon verification of the groundwater to the specified limits, the excavation work may proceed as directed by the Engineer. The Contractor shall provide additional measures for draw down of groundwater if the required level is not met within the two (2) week dewatering draw down period. Dewatering systems shall maintain the required groundwater levels throughout the prosecution of the Work until the time that final backfill has been placed to a point higher than the static groundwater level.

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

temporary works required to protect adjoining properties from surface drainage caused by construction operations.

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

3.08 Open Trench Drainage Pipe

A. General

1. Where shown on the Plans, storm drainage pipe and fittings shall be provided and placed in accordance with the Plans, manufacturers recommendations, and as directed by the Engineer, and shall conform to Sections 10 and 26 of the Standard Specifications. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions.
2. Only one type of pipe shall be used between manholes. Prior to the start of work, the Contractor shall submit a plan showing types of pipe and locations to the Engineer. Any deviation in the plan thereafter shall not be allowed unless approved in advance by the Engineer.
3. Existing pipe shall be removed at such places as shown on the Plans or as designated by the Engineer in accordance with Section 13 of the Standard Specifications and these Special Provisions. All removed pipes or portions thereof shall be disposed of by the Contractor. Payment for removal and

disposal of existing pipe shall be included in these items.

4. Unless otherwise approved, all pipes shall have bell and spigot joints with elastomeric gaskets providing a watertight seal. Tests for leakage will be required per Section 26-10 of the Standard Specifications.

B. Pipe Materials

All new 24-, 36-, 42-, and 54-inch drainage pipes shown on the Plans shall be polyvinyl chloride (PVC), Closed Profile PVC, fiberglass-reinforced plastic (FRP) pipe, or polypropylene (PP) pipe. The selected pipe type shall meet the following minimum requirements:

1. Polyvinyl Chloride (PVC)

PVC drain pipe and fittings shall conform to ASTM D3034 and ASTM F679 and shall be SDR 26 pipe with elastomeric gasket joints providing a watertight seal.

All joints shall be integral wall bell and spigot configuration, factory formed. Pipes at joints are not to be inserted beyond "stop-mark" on spigot end. All rubber rings shall conform to ASTM F477.

2. Closed Profile Poly Vinyl Chloride (CPPVC)

CPPVC pipe with integral bell and spigot joints shall conform to ASTM F1803. Joints shall be of the bell and spigot type with elastomeric seals conforming to the requirements of ASTM D3212. Gaskets shall be factory installed and chemically bonded to the bell end of the pipe. Gasket material shall conform to ASTM F477 and shall be capable of the same water tightness requirements as smooth or solid wall PVC pipe.

3. Fiberglass Reinforced Polymer Pipe (FRP)

FRP pipe shall conform to AWWA C950 and shall have a minimum stiffness class of SN 46, unless a higher class is required to meet the project loading conditions. Acceptable manufacturers include Flowtite fiberglass pipe by Thompson Pipe Group, Hobas FRP polymer mortar pipe, or approved equal.

FRP pipe shall be installed using Class I or Class II embedment per ASTM D2321 and AWWA M45. CLSM shall not be used as bedding, haunch, or initial backfill unless specifically approved by the Engineer and the pipe manufacturer. CLSM may only be used above the initial backfill zone (minimum 8 inches above the pipe crown).

The Contractor shall implement buoyancy control measures for FRP pipe whenever groundwater is present or expected. Measures may include tie-downs, concrete deadmen, or geogrid anchoring as approved by the Engineer. The Contractor shall submit buoyancy calculations and manufacturer recommendations for review prior to installation

4. Polypropylene (PP) Pipe

PP pipe shall be dual-wall or triple-wall construction and shall conform to ASTM F2736 (36–60 inch) and ASTM F2764. PP pipe shall have a minimum pipe stiffness and structural performance equivalent to the FRP requirements listed above. SaniTite HP Pipe by Advanced Drainage Systems (ADS), or approved equal, is acceptable.

5. Interchangeability and Performance

The following table provides a list of the pipe sizes and the acceptable materials for each pipe:

Pipe Size (in)	Allowable Pipe Material
24	PVC SDR 26
36	FRP, PP, Closed Profile PVC Pipe
42 (Dual Pipes)	FRP
54	FRP, Closed Profile PVC Pipe

Notwithstanding this general allowance, only the pipe materials listed in the table for each size are permissible, provided that:

- i. Only one pipe type is used between manholes;
- ii. The pipe meets all structural, hydraulic, and installation requirements of these Special Provisions; and
- iii. The Contractor submits manufacturer documentation demonstrating that the selected pipe meets or exceeds the design loading, cover, and groundwater conditions shown on the Plans.

6. Installation Requirements

Installation shall follow the manufacturer's published installation guidelines and Section 26 of the Standard Specifications. Bedding, haunching, and backfill materials shall be appropriate for the selected pipe type.

C. Surface Restoration

Surface restoration shall be in accordance with the Project Plans and the section of the General Requirements entitled "Pavement Cutting and Surface Restoration". Pavement cutting shall be perpendicular and parallel to the centerline of the road.

3.09 Open Trench Sewer Pipe

A. General

1. Where shown on the Plans, combined sewer pipe and fittings shall be provided and placed in accordance with the Plans, manufacturers recommendations, and as directed by the Engineer, and shall conform to Sections 10 and 26 of the Standard Specifications. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions.
2. Only one type of pipe shall be used between manholes. Prior to the start of work, the Contractor shall submit a plan showing types of pipe and locations to the Engineer. Any deviation in the plan thereafter shall not be allowed unless approved in advance by the Engineer.
3. Existing pipe shall be removed at such places as shown on the Plans or as designated by the Engineer in accordance with Section 13 of the Standard Specifications and these Special Provisions. All removed pipes or portions thereof shall be disposed of by the Contractor. Payment for removal and disposal of existing pipe shall be included in these items.
4. Unless otherwise approved, all pipes shall have bell and spigot joints with elastomeric gaskets providing a watertight seal. Tests for leakage will be required per Section 26-10 of the Standard Specifications.

B. Pipe Materials

All new combined sewer pipes shown on the Plans shall be polyvinyl chloride (PVC). The selected pipe type shall meet the following minimum requirements:

1. PVC drain pipe and fittings shall conform to ASTM D3034 and ASTM F679 and shall be SDR 26 pipe with elastomeric gasket joints providing a watertight seal.
2. All joints shall be integral wall bell and spigot configuration, factory formed. Pipes at joints are not to be inserted beyond "stop-mark" on spigot end. All rubber rings shall conform to ASTM F477.

3.10 Closed Circuit Television Inspection of Pipes

All newly-constructed pipes shall be inspected by the Contractor utilizing a remote closed circuit in-line television (CCTV) camera. The CCTV inspections shall be conducted after all utilities have been installed and backfill compaction has been completed, but prior to final paving.

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

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

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

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

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

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

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

3.11 Manhole Construction

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

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

External joint of each barrel section and of the barrel/cone connection shall be sealed with an external rubber sealing sleeve as manufactured by Infi-Shield Inc. or equal. The seal shall:

- Be made of neoprene and EPDM rubber
- Have a minimum thickness of 60 mils.
- Conform to specifications of ASTM C923, ASTM C443, and ASTM F477.
- Rubber seal shall be attached to manhole using non hardening butyl rubber mastic applied to the top and bottom of sleeve in accordance with manufacturer's instructions.
- Seal shall overlap joint a minimum of 3-inches and shall be continuous around the perimeter of the barrel section and overlapped 6-inches minimum.

All Manholes shall be tested in accordance with Section 25-3 of the Standard Specifications. Defective joints, leakage, or failed testing require correction and retesting at the Contractor's expense.

3.12 Protection and Restoration of Existing Improvements

This bid item shall cover all of the labor, equipment, and materials required to protect the public and private property adjacent to the Work and Contractor shall exercise due caution to avoid damage to such property.

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

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

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

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

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

3.13 Tree Preservation Requirements

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

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

3.14 Archaeological Resources Discovery

Discovery of cultural resources. In the event that any prehistoric subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during construction-related earth-moving activities, all work within 150 feet of the resources shall be halted, and the Contractor and City shall consult with a qualified archaeologist who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal

standards as stated in the Code of Federal Regulations (36 CFR 61) to assess the significance of the find. Archaeological test excavations shall be conducted by a qualified archaeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archaeologist, representatives of the City and the qualified archaeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation. In addition, a report shall be prepared by the qualified archaeologist according to current professional standards. Work shall be re-started only upon a notice to proceed from the City's Project Manager.

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

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

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

3.15 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate and no additional compensation will be allowed.

****END OF SECTION****

SECTION 4 – ITEMS OF THE PROPOSAL

Item No. 1 Mobilization/Demobilization

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the bonding, movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items.

Mobilization also includes public notification. Demobilization shall include, upon substantial completion of the contracted work, the removal of all signs, construction trailers, storage trailers and bins, temporary fencing, garbage, construction debris, equipment, utility services not scheduled to remain, portable toilet facilities, and all excess construction material not included and paid for within other base bid items. Work shall also include the repair, restoration and/or replacement of facilities damaged by the Contractor and/or Subcontractor and suppliers, including driveways, parking areas, streets, pipelines, and landscaping, and the submittal of Record Drawings. Work area shall be cleaned and restored to original condition or better as further shown on the plans.

Any compensation for remobilization of personnel, equipment, supplies, and incidentals shall be included with this item, and no additional compensation shall be permitted.

Compensation for mobilization/demobilization in excess of five (5) percent of the total amount of all other bid items shall be paid with the progress payment when all other work items are 100 percent complete.

Payment for mobilization and demobilization shall be on a contract lump sum (LS) basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work necessary to complete this item. 75% of the total lump sum bid for this item shall be paid for mobilization and the remaining 25% shall be paid for demobilization. Release of payment for mobilization shall be based on payment installments, 25% paid on the first progress payment, with five 10% payments from the remaining 50% balance on the next five successive progress payments. Payment for demobilization shall occur after the Contractor receives written notification of substantial completion from the Engineer.

Item No. 2 Traffic Control

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

around the work area.

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

Item No. 3 Preconstruction Photographs & Videos

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

Payment for preconstruction photographs and videos shall be at the contract lump sum (LS) price bid and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item.

Item No. 4 Utility Potholing

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

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

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

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

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

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

Item No. 5 Groundwater Dewatering

Groundwater dewatering shall be performed in accordance with Section 16-1 and Section 26-2 of the Standard Specifications and Section 3.07 of these Special Provisions. Work under this item shall include all permitting, pumping, electrical connection and power costs required to dewater areas to effectuate a safe construction site and provide a dewatered work surface for the installation of the piping, manholes, and junction structures. Work shall also include the treatment and disposal of any and all water removed as part of the process.

Dewatering will be considered an allowance item. This item is for bidding purposes only. Actual payments shall be based on actual quantities installed, in-place, as measured and/or verified by the Engineer.

Contractor shall plan to work collaboratively with the Engineer to control allowance costs and avoid impacts to the Progress Schedule. Contractor shall maintain accurate cost records which depict the total cost incurred for dewatering. Contractor shall monitor the dewatering item total costs to date and immediately report to the Engineer should the total cost to date reach 80% of the total allowance amount of any allowance item amount shown in above table. Should the total cost of any allowance item reach 80% of the total allowance amount budgeted, the Contractor shall quantify and forecast the cost to complete the remaining known allowance item tasks and submit this forecasted quantity and completion cost to the Engineer.

Payment shall be done so through an allowance (ALLOW) amount of up to \$50,000. The amount of money allocated to cover the actual costs of furnishing all labor, materials, tools, and equipment and performing all work necessary to complete this bid item. The Contractor shall not exceed the allowance amounts set forth in this contract without written approval of the City. Should the Contractor exceed the allowance amounts without the written approval of the City, the Contractor will be responsible for all costs greater than the approved allowance amount. The City understands and agrees that the final billing for Dewatering may be more or less than the figure specified in this Contract, and that any adjustments will be made through contract change order.

Item No. 6 24-inch Separated Drainage Pipe to Place

Item No. 7 36-inch Separated Drainage Pipe to Place

Item No. 8 54-inch Separated Drainage Pipe to Place

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

Provisions.

Surface Restoration for HMA and concrete shall be covered in Bid Item No. 17.

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

Item No. 9 Dual 42-inch Separated Drainage Pipes to Place

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

Surface Restoration for HMA and concrete shall be covered in Bid Item No. 17.

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

Item No. 10 24-inch Sewer Pipe to Place

Where shown on the Plans, PVC SDR 26 pipe and fittings shall be provided and placed in accordance with the Plans, manufacturers' recommendations, and as directed by the Engineer, and shall conform to Sections 10 and 26 of the Standard Specifications and Section 3.09 of these Special Provisions. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions.

Surface Restoration for HMA and concrete shall be covered in Bid Item No. 17.

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

Item No. 11 PG&E Relocation – Trench Excavation

Where shown on the Plans, the Contractor shall be responsible for the trench excavation for the 4-inch PG&E gas main relocation on Richards Blvd. All work shall be done in accordance with City Standard Specifications and PG&E Standards.

Surface Restoration for HMA and concrete shall be covered in Bid Item No. 17.

Payment shall be at the unit price per lineal foot (LF) of trench excavation and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work necessary to complete this item in place including pavement cutting and removal, trenching, backfilling, removing or abandoning existing pipe, and temporary paving.

Item No. 12 Saddle Manhole to Construct

Where shown in the project plans, Saddle Manholes shall be installed per City Standard Detail S-120 and Section 3.10 of these Special Provisions.

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

Item No. 13 Junction Box A to Construct

Item No. 14 Junction Box B to Construct

Item No. 15 Junction Box C to Construct

Item No. 16 Junction Box D to Construct

Junction Boxes shall be constructed where shown on the plans or directed by the Engineer in conformance with Section 25 and Dwg. No. S-310 of the Standard Specifications.

Vertical face of eccentric cones shall be centered over the flow line and away from traffic.

A channel shall be formed in Junction Box in the shape of the bottom half of the lowest main with a bench as defined in the Standard Specifications. The channel and bench shall extend to the box walls forming a smooth transition from all affected pipe ends to the exiting main.

Manhole testing shall be performed by the Contractor in accordance with Section 25-3 of the Standard Specifications.

Payment shall be at the unit price bid per each (EA) new junction box constructed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place, including, but not limited to excavation, backfill, forming, channel shaping, or sealing of the structure.

Item No. 17 Asphalt Concrete Pave

This Item shall include all permanent paving associated with contract bid items for drainage pipe to place and shall be defined as permanent pavement placement. Permanent Paving shall conform to the requirements of Section 22 of the Standard Specifications and Section 39 of the State Specifications.

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

Item No. 18 CCTV Inspection

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

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

Item No. 19 Unmarked Utility Crossings

All utilities, abandoned or live, not shown on the plans that cross the excavation for but do not physically conflict with the installation of the subgrade items of the Bid Proposal shall be paid for under this item. A crossing shall be defined as any pipe, cable, conduit, or duct structure that in the opinion of the Engineer crosses the excavation within 60 degrees of a line perpendicular to the excavation. If more than one utility crosses within a 15-inch long section of the trench, then all the utilities in that cross section will be paid as one. Crossings that are more than 60 degrees from perpendicular, run parallel in the excavation or physically conflict with the installation shall be paid for on a time and material basis in accordance with section 8 of the Standard Specifications.

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

Item No. 20 Unsuitable Material, Removal, and Replacement

Whenever the bottom of the trench is, in the opinion of the Engineer/City Inspector,

unsuitable as a foundation for pipe bedding, the foundation shall be treated in accordance with Section 26-5.4 of the Standard Specifications. Contractor requires approval from either Engineer/City Inspector prior towards removal. Unsuitable material is generally defined as material the Engineer determines to be:

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

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

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

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

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

Payment shall be at the unit bid price per cubic yard (CY) of Unsuitable Material removed and replaced with clean crushed rock and shall be based upon the weight of the material placed less the weight of moisture content. This price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing and disposing of unsuitable material and backfilling and compacting with aggregate base, as shown on the Plans, and as specified in the CSSS, these special provisions, and as directed by the Engineer.

END OF SPECIAL PROVISIONS

APPENDIX A

1. Constructing Drainage Main Notification Letter – 5 working days' notice
2. CCTV Inspection Form

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

(CONTRACTOR LETTER HEAD)

Dear Resident,

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

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

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

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

Contractor Superintendent: Name: Phone Number
City Inspector: Name: Phone Number
City Inspection Supervisor: Name: Phone Number
City Project Manager: Name: Phone Number

Pipeline work is scheduled to begin in your neighborhood on .

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

Thank you for your cooperation on this very important project.

Sincerely,
Contractor Representative

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature:

Title:

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature:

Title:

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title:

RESOLUTION NO. 2026-

Adopted by the Sacramento City Council

September 1, 2026

Contract: Richards Boulevard Storm Drainage Improvements

BACKGROUND

- A. Department of Utilities (DOU) received a grant from the Sacramento Area Council of Governments (SACOG) in the amount of \$6,564,000 to perform storm drain improvements in the River District that would help to reduce flood levels in the area and promote development by reducing the need for on-site stormwater retention.

The grant funding was split into three projects to assist in meeting the grant requirements and tight deadlines. The three projects and their funding amounts are: 1) North 5th Street Parallel Storm Trunk Main Project (\$4,000,000), the Basin 111 Manhole Installation Project (\$250,000), and the Richards Boulevard Storm Drainage Improvements Project (\$1,100,000). The Richards Boulevard Storm Drainage Improvements project, i, will install a new storm drain main on Richards Boulevard between Sequoia Pacific Boulevard and North 5th Street.

The City of Sacramento (City) advertised this project for bid and received 5 bids. LaFleur Engineering submitted a bid that was deemed unresponsive making ARB, Inc. the lowest responsive bid at \$2,141,141. On July 31, 2026, a hearing officer upheld the City's determination that ARB, Inc. was the lowest responsive bidder.

- B. Currently, the available project budget is \$585,760, however, with the bid amount, the anticipated total budget is \$2,885,000. Therefore, it is estimated an additional \$2,299,245 is necessary to complete the project.

- C. A budget augmentation of \$2,299,245 is required to provide sufficient funds to the Drainage Improvements Program (W14150700, Funds 3212, 6021 and 6211) for the Richards Boulevard Storm Drainage Improvements Project. The following table describes the necessary transfers:

Name	Project No.	Fund No.	Amount (USD)
Drainage Sump Replacement & Rehabilitation Program	W14130600	6211	(\$1,100,000)
River District Impact Fee Fund	Fund Balance	3212	(\$548,569)
Drainage Master Plan Program	I14710100	6021	(\$650,676)
Drainage Improvement Program	W14150700		\$2,299,245

- D. Additionally, a budget augmentation of \$250,000 is required to fully fund the Basin 111 Trash Capture Manhole Installations Project created with SACOG's Green Means Go

grant funding The following table describes the necessary transfers:

Name	Project No.	Fund No.	Amount (USD)
Drainage Sump Replacement & Rehabilitation Program	W14130600	6211	(\$250,000)
Drainage Trash Capture Program	W14230100	6211	\$250,000

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

- Section 1. The City Manager or the City Manager's designee is authorized to award the construction contract to ARB, Inc., and execute the contract for an amount not to exceed \$2,141,141.
- Section 2. The City Manager or the City Manager's designee is authorized to transfer \$1,100,000 from the Drainage Sump Replacement & Rehabilitation Program (W14130600, Fund 6211) to the Drainage Improvements Program (W14150700, Fund 6211).
- Section 3. The City Manager or the City Manager's designee is authorized to transfer \$548,569 from the River District Impact Fee Fund Balance (Fund 3212) to the Drainage Improvements Program (W14150700, Fund 3212).
- Section 4. The City Manager or the City Manager's designee is authorized to transfer \$650,676 from the Drainage Master Plan Program (I14710100, Fund 6021) to the Drainage Improvements Program (W14150700, Fund 6021).
- Section 5. The City Manager or the City Manager's designee is authorized to transfer \$250,000 from the Drainage Sump Replacement & Rehabilitation Program (W14130600, Fund 6211) to the Drainage Trash Capture Program (W14230100, Fund 6211).

Adopted by the City of Sacramento City Council on September 1, 2026, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Attest:

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