CONTRACT #:		PROJECT:	T**15205500**
CONTRACT NAME:	**Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements**	NOT-TO-EXCEED AMOUNT:	**$ 1,698,798.50**
AGREEMENT TERM:	N/A	SOLICITATION:	**B2715111101**
AUTHORIZED RENEWALS:	N/A	LBE (Y/N):	**Y**
DEPARTMENT/DIVISION:	**Public Works/Engineering Services**	COUNCIL FILE ID:	**2026-01704**

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification **November 10**_, 20**26**, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **Ghilotti Bros., Inc**.("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:

Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements Project (PN:T15205500)

Including the Work called for in the following alternative bid items described in the Proposal Form:
NOT APPLICABLE

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

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed $1,698,798.50 , 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 phase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

11. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 95 working days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

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 $5,200 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:

JMKragh@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:

Ghilotti Bros., Inc.

(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 Apprentice Goals (if applicable), may result in a determination that the Contractor does not meet the City's minimum qualifications to bid on future projects for the City of Sacramento.

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

CONTRACTOR

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

DATE 8/31/26

BY _____
Michael M. Ghilotti
Print Name
President
Title

BY _____
Nicholle Henning
Print Name
CFO
Title
1000001037
DIR Registration #
94-1199284
Federal ID#
390-6900-0
State ID#
1107978
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity *(check one)*:

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

CITY OF SACRAMENTO
a municipal corporation

DATE 09/14/2026

BY Will be signed via eCaps
For: Maraskeshia Smith, City Manager

Original Approved As To Form:
Michael Fry (Sep 14, 2026 10:42:42 PDT)
City Attorney

Attest:
N/A
City Clerk

Form approved by City Attorney 2-24-26

Attachment 1 - 1273 Language
Attachment 2 - Davis Bacon Wages

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT 2

"General Decision Number: CA20260007 05/18/2026

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of
Alpine, Amador, Butte, Colusa, El
Dorado, Glenn, Lassen, Marin, Modoc,
Napa, Nevada, Placer, Plumas,
Sacramento, Shasta, Sierra, Siskiyou,
Solano, Sonoma, Sutter, Tehama, Trinity,
Yolo and Yuba

Building Construction Projects (excluding Amador County only)
Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
Heavy Construction Projects (excludes water well drilling)
Highway Construction Projects

Modification Number	Publication Date
3	01/23/2026
4	05/18/2026

ASBE0016-001 01/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 2)	$ 64.56	25.07
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 1)	$ 84.76	25.07

ASBE0016-007 05/01/2025

	Rates	Fringes
ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS OR NOT (AREA 2)	$ 44.73	12.75
ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS OR NOT (AREA 1)	$ 35.31	12.75

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER: (2) REMAINING COUNTIES	$ 45.60	38.99
BOILERMAKER: (1) MARIN & SOLANO COUNTIES	$ 49.62	41.27

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-004 05/01/2024

	Rates	Fringes
BRICKLAYER (AREA 2)	$ 57.02	28.50
BRICKLAYER (AREA 1)	$ 52.76	25.01

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 60.58	29.79
TERRAZZO FINISHER	$ 44.93	20.98

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE LAYER AREA 4: SONOMA	$ 56.79	22.54
TILE LAYER AREA 3: MARIN, NAPA, SOLANO, SISKIYOU	$ 59.92	22.62
TILE LAYER AREA 2: ALPINE, AMADOR	$ 55.17	22.52
TILE LAYER AREA 1: BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHEMA, YOLO, YUBA	$ 55.55	21.08
TILE FINISHER AREA 2: ALPINE, AMADOR	$ 34.76	19.22
TILE FINISHER AREA 4: SONOMA	$ 35.78	19.23
TILE FINISHER AREA 3: MARIN, NAPA, SOLANO, SISKIYOU	$ 37.75	19.28
TILE FINISHER AREA 1: BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHEMA, YOLO, YUBA	$ 35.00	17.44

BRCA0003-014 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

CARP0034-001 07/01/2021

	Rates	Fringes
DIVER: MANIFOLD OPERATOR (STANDBY) DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT	$ 59.51	34.69

DIVER: MANIFOLD OPERATOR (MIXED GAS) DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....$ 64.51 34.69

DIVER: DIVER WET DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....$ 103.62 34.69

DIVER: DIVER TENDER DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN

A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....$ 59.51 34.69

DIVER: DIVER STANDBY DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....$ 60.51 34.69

DIVER: ASSISTANT TENDER, ROV TENDER/TECHNICIAN DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....$ 54.10 34.69

CARP0034-003 07/01/2021

	Rates	Fringes
PILEDRIVER	$ 54.10	34.69

CARP0035-001 08/01/2020

	Rates	Fringes
DRYWALL STOCKER/SCRAPPER: (AREA 4)	$ 22.97	18.22
DRYWALL STOCKER/SCRAPPER: (AREA 3)	$ 23.64	18.22
DRYWALL STOCKER/SCRAPPER: (AREA 1)	$ 26.33	18.22
DRYWALL INSTALLERS/LATHERS:: (AREA 4)	$ 45.92	31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 3)	$ 47.27	31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 1)	$ 52.65	31.26

CARP0035-009 07/01/2020

	Rates	Fringes
CARPENTER: MILLWRIGHT MARIN COUNTY	$ 52.75	32.41
CARPENTER: JOURNEYMAN CARPENTER MARIN COUNTY	$ 52.65	30.82
CARPENTER: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER MARIN COUNTY	$ 52.80	30.82
CARPENTER: BRIDGE BUILDER/HIGHWAY CARPENTER MARIN COUNTY	$ 52.65	30.82

CARP0035-010 07/01/2020

	Rates	Fringes
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3	$ 31.38	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2	$ 32.71	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1	$ 36.43	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3	$ 27.96	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2	$ 29.08	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1	$ 32.21	23.03
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3	$ 25.16	22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2	$ 26.11	22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1	$ 28.76	22.53

CARP0046-001 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE	$ 57.01	35.11
CARPENTERS: JOURNEYMAN CARPENTER EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE	$ 54.51	33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE	$ 54.66	33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE	$ 60.39	33.52

CARP0046-002 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND YUBA COUNTIES	$ 55.66	35.11

CARPENTERS: JOURNEYMAN CARPENTER ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND YUBA COUNTIES	$ 53.16	33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND YUBA COUNTIES	$ 53.31	33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND YUBA COUNTIES	$ 60.39	33.52

CARP0152-003 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT AMADOR COUNTY	$ 47.92	32.41
CARPENTERS: JOURNEYMAN CARPENTER AMADOR COUNTY	$ 45.42	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER AMADOR COUNTY	$ 45.57	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER AMADOR COUNTY	$ 52.65	30.82

CARP0180-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT SOLANO COUNTY	$ 54.95	33.08
CARPENTERS: JOURNEYMAN CARPENTER SOLANO COUNTY	$ 54.85	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER SOLANO COUNTY	$ 55.00	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER SOLANO COUNTY	$ 54.85	31.49

CARP0751-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT NAPA AND SONOMA COUNTIES	$ 54.95	33.08
CARPENTERS: JOURNEYMAN CARPENTER NAPA AND SONOMA COUNTIES	$ 54.85	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER NAPA AND SONOMA COUNTIES	$ 55.00	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER NAPA AND SONOMA COUNTIES	$ 54.85	31.49

CARP1599-001 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY COUNTIES	$ 47.92	32.41
CARPENTERS: JOURNEYMAN CARPENTER BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY COUNTIES	$ 45.42	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY COUNTIES	$ 45.57	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY COUNTIES	$ 52.65	30.82

ELEC0180-001 06/01/2025

	Rates	Fringes
ELECTRICIAN NAPA AND SOLANO COUNTIES	$ 61.56	31.13
CABLE SPLICER NAPA AND SOLANO COUNTIES	$ 69.26	31.36

ELEC0180-003 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN NAPA AND SOLANO COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL, TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS	$ 61.04	31.08
SOUND & COMMUNICATIONS: INSTALLER NAPA AND SOLANO COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL, TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS	$ 53.08	30.84

ELEC0340-002 03/01/2025

	Rates	Fringes
COMMUNICATIONS SYSTEM: SOUND & COMMUNICATIONS TECHNICIAN ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES SCOPE OF WORK INCLUDES THE INSTALLATION TESTING, SERVICE AND MAINTENANCE, OF THE FOLLOWING SYSTEMS WHICH UTILIZE THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATION, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEM, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, AND LOW VOLTAGE MASTER CLOCK SYSTEMS. A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS BACKGROUND		

FOREGROUND MUSIC INTERCOM AND TELEPHONE INTERCONNECT SYSTEMS, TELEPHONE SYSTEMS, NURSE CALL SYSTEMS, RADIO PAGE SYSTEMS, SCHOOL INTERCOM AND SOUND SYSTEMS, BURGLAR ALARM SYSTEMS, LOW VOLTAGE MASTER CLOCK SYSTEMS, MULTI-MEDIA/MULTIPLEX SYSTEMS, SOUND AND MUSICAL ENTERTAINMENT SYSTEMS, RF SYSTEMS, ANTENNAS AND WAVE GUIDE. B. FIRE ALARM SYSTEMS INSTALLATION, WIRE PULLING AND TESTING C. TELEVISION AND VIDEO SYSTEMS TELEVISION MONITORING AND SURVEILLANCE SYSTEMS, VIDEO SECURITY SYSTEMS, VIDEO ENTERTAINMENT SYSTEMS, VIDEO EDUCATIONAL SYSTEMS, MICROWAVE TRANSMISSION SYSTEMS, CATV AND CCTV D. SECURITY SYSTEMS PERIMETER SECURITY SYSTEMS VIBRATION SENSOR SYSTEMS CARD ACCESS SYSTEMS ACCESS CONTROL SYSTEMS SONAR/INFRARED MONITORING EQUIPMENT E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) PCM (PULSE CODE MODULATION) INVENTORY CONTROL SYSTEMS DIGITAL DATA SYSTEMS BROADBAND AND BASEBAND AND CARRIERS POINT OF SALE SYSTEMS VSAT DATA SYSTEMS DATA COMMUNICATION SYSTEMS RF AND REMOTE CONTROL SYSTEMS FIBER OPTIC DATA SYSTEMS WORK EXCLUDED RACEWAY SYSTEMS ARE NOT COVERED (EXCLUDING LADDER-RACK FOR THE PURPOSE OF THE ABOVE LISTED SYSTEMS). CHASES AND/OR NIPPLES (NOT TO EXCEED 10 FEET) MAY BE INSTALLED ON OPEN WIRING SYSTEMS. ENERGY MANAGEMENT SYSTEMS. SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) WHEN NOT INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE). FIRE ALARM SYSTEMS WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) SHALL BE PERFORMED AT THE ELECTRICIAN WAGE RATE, WHEN EITHER OF THE FOLLOWING TWO (2) CONDITIONS APPLY: 1. THE PROJECT INVOLVES NEW OR MAJOR REMODEL BUILDING TRADES CONSTRUCTION. 2. THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT.....$ 46.00 25.68

COMMUNICATIONS SYSTEM: SOUND & COMMUNICATIONS INSTALLER ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES SCOPE OF WORK INCLUDES THE INSTALLATION TESTING, SERVICE AND MAINTENANCE, OF THE FOLLOWING SYSTEMS WHICH UTILIZE THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATION, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEM, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, AND LOW VOLTAGE MASTER CLOCK SYSTEMS. A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS BACKGROUND FOREGROUND MUSIC INTERCOM AND TELEPHONE INTERCONNECT SYSTEMS, TELEPHONE SYSTEMS, NURSE CALL SYSTEMS, RADIO PAGE SYSTEMS, SCHOOL INTERCOM AND SOUND SYSTEMS, BURGLAR ALARM SYSTEMS, LOW VOLTAGE MASTER CLOCK SYSTEMS, MULTI-MEDIA/MULTIPLEX SYSTEMS, SOUND AND MUSICAL ENTERTAINMENT SYSTEMS, RF SYSTEMS, ANTENNAS AND WAVE GUIDE. B. FIRE ALARM SYSTEMS INSTALLATION, WIRE PULLING AND

TESTING C. TELEVISION AND VIDEO SYSTEMS TELEVISION MONITORING AND SURVEILLANCE SYSTEMS, VIDEO SECURITY SYSTEMS, VIDEO ENTERTAINMENT SYSTEMS, VIDEO EDUCATIONAL SYSTEMS, MICROWAVE TRANSMISSION SYSTEMS, CATV AND CCTV D. SECURITY SYSTEMS PERIMETER SECURITY SYSTEMS VIBRATION SENSOR SYSTEMS CARD ACCESS SYSTEMS ACCESS CONTROL SYSTEMS SONAR/INFRARED MONITORING EQUIPMENT E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) PCM (PULSE CODE MODULATION) INVENTORY CONTROL SYSTEMS DIGITAL DATA SYSTEMS BROADBAND AND BASEBAND AND CARRIERS POINT OF SALE SYSTEMS VSAT DATA SYSTEMS DATA COMMUNICATION SYSTEMS RF AND REMOTE CONTROL SYSTEMS FIBER OPTIC DATA SYSTEMS WORK EXCLUDED RACEWAY SYSTEMS ARE NOT COVERED (EXCLUDING LADDER-RACK FOR THE PURPOSE OF THE ABOVE LISTED SYSTEMS). CHASES AND/OR NIPPLES (NOT TO EXCEED 10 FEET) MAY BE INSTALLED ON OPEN WIRING SYSTEMS. ENERGY MANAGEMENT SYSTEMS. SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) WHEN NOT INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE). FIRE ALARM SYSTEMS WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) SHALL BE PERFORMED AT THE ELECTRICIAN WAGE RATE, WHEN EITHER OF THE FOLLOWING TWO (2) CONDITIONS APPLY: 1. THE PROJECT INVOLVES NEW OR MAJOR REMODEL BUILDING TRADES CONSTRUCTION. 2. THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT.....$ 40.00 25.50

ELEC0340-003 08/01/2025

	Rates	Fringes
ELECTRICIAN (REMAINING AREA) ALPINE (WEST OF SIERRA MT. WATERSHED), AMADOR, BUTTE, COLUSA, EL DORADO (WEST OF SIERRA MT. WATERSHED), GLENN, LASSEN, NEVADA (WEST OF SIERRA MT. WATERSHED), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (WEST OF SIERRA MT. WATERSHED), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES CABLE SPLICER: RECEIVES 110% OF THE ELECTRICIAN BASIC HOURLY RATE.....	$ 52.70	38.68

ELEC0401-005 01/01/2025

	Rates	Fringes
ELECTRICIAN ALPINE (EAST OF THE MAIN WATERSHED DIVIDE), EL DORADO (EAST OF THE MAIN WATERSHED DIVIDE), NEVADA (EAST OF THE MAIN WATERSHED), PLACER (EAST OF THE MAIN WATERSHED DIVIDE) AND SIERRA (EAST OF THE MAIN WATERSHED DIVIDE) COUNTIES.	$ 48.50	23.04

ELEC0551-004 06/01/2024

	Rates	Fringes
ELECTRICIAN MARIN AND SONOMA COUNTIES.....	$ 59.17	32.04

ELEC0551-005 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN MARIN & SONOMA COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL,		

TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS.....$ 61.04 31.08

SOUND & COMMUNICATIONS: INSTALLER MARIN & SONOMA COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL, TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS.....$ 53.08 30.84

ELEC0659-006 01/01/2026

	Rates	Fringes
ELECTRICIAN MODOC AND SISKIYOU COUNTIES.....	$ 47.04	21.84

ELEC0659-008 02/01/2023

	Rates	Fringes
LINE CONSTRUCTION: (1) CABLE SPLICER DEL NORTE, MODOC & SISKIYOU COUNTIES.....	$ 67.80	25.20
LINE CONSTRUCTION: (2) LINEMAN, POLE SPRAYER, HEAVY LINE EQUIPMENT MAN DEL NORTE, MODOC & SISKIYOU COUNTIES.....	$ 60.54	24.87

ELEC1245-004 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION: (3) GROUNDMAN ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 40.76	21.76

LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE EQUIPMENT ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER

THANKSGIVING, CHRISTMAS DAY.....$ 53.30 22.26
LINE CONSTRUCTION (1) LINEMAN; CABLE SPLICER
HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL
DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY,
THANKSGIVING DAY AND DAY AFTER THANKSGIVING,
CHRISTMAS DAY ALL COUNTIES EXCEPT DEL NORTE, MODOC
& SISKIYOU.....$ 70.16 24.71

ELEV0008-001 01/01/2025

Rates Fringes

ELEVATOR MECHANIC FOOTNOTE: A. PAID VACATION:
EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE AS
VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5
YEARS OF SERVICE, AND 6% FOR 6 MONTHS TO 5 YEARS OF
SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER
THANKSGIVING, AND CHRISTMAS DAY.....$ 84.05 38.44

ENGI0003-008 08/01/2024

Rates Fringes

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
SUCTION DREDGING) AREA 2: (4) BARGEMAN; DECKHAND;
FIREMAN; LEVEEHAND; OILER AREA DESCRIPTIONS
AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN,
MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND
YUBA COUNTIES AREA 2: MODOC COUNTY THE
REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND
AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1:
NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS
COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART
COLUSA COUNTY: AREA 1: EASTERN PART AREA 2:
REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL
PART AREA 2: REMAINDER FRESNO COUNTY: AREA
1: REMAINDER AREA 2: EASTERN PART GLENN
COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER
LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE
SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA
2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT
EASTERN PART AREA 2: EASTERN PART MARIPOSA
COUNTY AREA 1: EXCEPT EASTERN PART AREA 2:
EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT
SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART
NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN
PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2:
REMAINDER PLACER COUNTY: AREA 1: AL BUT THE
CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY:
AREA 1: WESTERN PORTION AREA 2: REMAINDER
SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN
CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1:
WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY:
AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA
COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER
AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL
BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY
COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA
1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER
WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE
COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2:
EASTERN PART.....$ 53.23 39.55
DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC

SUCTION DREDGING) AREA 2: (3) BOOSTER PUMP OPERATOR; DECK ENGINEER; DECK MATE; DREDGE TENDER; WINCH OPERATOR AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 56.53 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (2) DREDGE DOZER; HEAVY DUTY REPAIRMAN : AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL

BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 57.65 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (1) LEVERMAN AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 62.61 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (4) BARGEMAN; DECKHAND; FIREMAN; LEVEEHAND; OILER AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND

AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 51.23 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (3) BOOSTER PUMP OPERATOR; DECK ENGINEER; DECK MATE; DREDGE TENDER; WINCH OPERATOR AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY:

AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 54.53 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (1) LEVERMAN AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 60.61 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (2) DREDGE DOZER; HEAVY DUTY REPAIRMAN AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1:

EASTERN PART AREA 2: REMAINDER LASSEN COUNTY:
AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF
BORDER WITH SHASTA COUNTY AREA 2: REMAINDER
MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA
2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT
EASTERN PART AREA 2: EASTERN PART MONTERREY
COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2:
SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL
BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA
COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1:
AL BUT THE CENTRAL PORTION AREA 2: REMAINDER
PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2:
REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE
NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA
COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER
SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2:
REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE
NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA
COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH
MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER
TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE
NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2:
REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT
EASTERN PART AREA 2: EASTERN PART.....$ 55.65 39.55

ENGI0003-019 06/30/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY:		
GROUP 3 (AREA 2).....	$ 49.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY:		
GROUP 3 (AREA 1).....	$ 47.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY:		
GROUP 2 (AREA 2).....	$ 54.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY:		
GROUP 2 (AREA 1).....	$ 52.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY:		
GROUP 1 (AREA 2).....	$ 57.85	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY:		
GROUP 1 (AREA 1).....	$ 55.85	28.56

ENGI0003-038 06/29/2020

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 6.....	$ 42.50	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 5.....	$ 44.73	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 4.....	$ 47.37	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 3 (Truck Crane Oiler).....	$ 45.12	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 3 (Oiler).....	$ 42.89	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 3 (Lifting devices).....	$ 49.14	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 2 (Truck Crane Oiler).....	$ 45.41	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 2 (Oiler).....	$ 43.11	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 2 (Lifting devices).....	$ 50.82	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		
GROUP 1 (Truck Crane Oiler).....	$ 45.66	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		

GROUP 1 (Oiler).....$ 43.38 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 1 (Lifting devices).....$ 52.64 31.15
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 5).....$ 58.09 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 4).....$ 59.23 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 3).....$ 60.37 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 2).....$ 61.70 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1-A).....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1).....$ 62.96 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)...$ 58.19 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)...$ 59.33 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)...$ 60.47 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)...$ 61.80 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A).$ 65.53 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)...$ 63.06 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 5.....$ 62.24 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 4.....$ 63.54 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 3.....$ 65.56 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 2.....$ 67.04 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 1.....$ 68.81 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 4.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Hydraulic).....$ 60.61 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Cranes).....$ 64.34 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 2.....$ 66.08 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 1.....$ 68.59 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8-A.....$ 55.49 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8.....$ 57.70 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 7.....$ 58.84 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 6.....$ 59.98 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 5.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 4.....$ 62.57 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 3.....$ 63.95 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 2.....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 1.....$ 66.96 32.53

ENGI0003-038 06/30/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 6	$ 42.50	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 5	$ 44.73	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::		

GROUP 4.....$ 47.37 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 3 (Truck Crane Oiler).....$ 45.12 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 3 (Oiler).....$ 42.89 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 3 (Lifting devices).....$ 49.14 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 2 (Truck Crane Oiler).....$ 45.41 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 2 (Oiler).....$ 43.11 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 2 (Lifting devices).....$ 50.82 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 1 (Truck Crane Oiler).....$ 45.66 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 1 (Oiler).....$ 43.38 31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::
GROUP 1 (Lifting devices).....$ 52.64 31.15
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 5).....$ 58.09 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 4).....$ 59.23 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 3).....$ 60.37 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 2).....$ 61.70 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1-A).....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1).....$ 62.96 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)...$ 58.19 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)...$ 59.33 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)...$ 60.47 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)...$ 61.80 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A).$ 65.53 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)...$ 63.06 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 5.....$ 62.24 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 4.....$ 63.54 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 3.....$ 65.56 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 2.....$ 67.04 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 1.....$ 68.81 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 4.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Hydraulic).....$ 60.61 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Cranes).....$ 64.34 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 2.....$ 66.08 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 1.....$ 68.59 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8-A.....$ 55.49 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8.....$ 57.70 32.53

OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 7.....$ 58.84 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 6.....$ 59.98 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 5.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 4.....$ 62.57 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 3.....$ 63.95 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 2.....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 1.....$ 66.96 32.53

IRON0118-012 01/01/2025

	Rates	Fringes
IRONWORKER ALPINE, LASSEN, MODOC, SISKIYOU AND TRINITY COUNTIES	$ 43.75	34.45

IRON0118-013 01/01/2025

	Rates	Fringes
IRONWORKER AMADOR, BUTTE, COLUSA,EL DORADO, GLENN,MARIN, NAPA, NEVADA, PLACER,PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES	$ 50.70	35.15

LABO0067-003 07/01/2024

	Rates	Fringes
LABORER, ASBESTOS/MOLD/LEAD LABORER: REMAINING COUNTIES	$ 36.75	29.69
LABORER, ASBESTOS/MOLD/LEAD LABORER: MARIN AND NAPA COUNTIES	$ 37.75	29.69

LABO0067-005 01/01/2024

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II (Area B)	$ 34.06	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II (Area A)	$ 35.06	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I (Area B)	$ 36.56	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I (Area A)	$ 37.56	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (Area B)	$ 36.26	27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (Area A)	$ 37.26	27.32

LABO0185-002 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES	$ 36.29	25.55

LABO0185-005 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5: GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (ALPINE, AMADOR,		

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES).....$ 44.42 27.72

TUNNEL AND SHAFT LABORERS: GROUP 4: VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES).....$ 44.96 27.72

TUNNEL AND SHAFT LABORERS: GROUP 3: BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES).....$ 45.41 27.72

TUNNEL AND SHAFT LABORERS: GROUP 2: RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES).....$ 45.66 27.72

TUNNEL AND SHAFT LABORERS: GROUP 1: DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES).....$ 45.89 27.72

LABO0185-006 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES)- (2) Establishment Warranty Period	$ 28.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES)- (1) New Construction	$ 35.25	27.30

LABORER, WRECKING - AREA B: GROUP 2: SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING

SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 35.35 27.30

LABORER, WRECKING - AREA B: GROUP 1- SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS AND MATERIALS) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES.....$ 35.50 27.30

LABORER, GUNITE - AREA B: GROUP 4: GUNITE LABORER (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. .....$ 35.25 27.30

LABORER, GUNITE - AREA B: GROUP 3: REBOUNDMAN (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. .....$ 35.37 27.30

LABORER, GUNITE - AREA B: GROUP 2: NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. .....$ 35.96 27.30

LABORER, GUNITE - AREA B: GROUP 1- GROUP 1: STRUCTURAL NOZZLEMAN FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES.....$ 36.46 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 4: FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS:

A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.
Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed. .....$ 28.94 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 3: CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.
Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.....$ 35.25 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 2: ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.
Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.....$ 35.35 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-E: WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.....$ 36.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-C: BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates. Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.....$ 35.55 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-A: JOY DRILL MODEL TWM-2A; GARDNER-DENVER MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates. Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover

work of subway construction after the temporary cover has been placed.....$ 35.72 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1 LABORER CLASSIFICATIONS CONSTRUCTION SPECIALIST GROUP: ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL. GROUP 1: ASPHALT SPREADER BOXES (ALL TYPES); BARKO, WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE; CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER, PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES; CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER; CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW; CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER; DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER; FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD, HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE BLOW PIPE (1-1/2"" OR OVER, 100 LBS. PRESSURE/OVER); HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR; JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS); LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING, LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS, MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS; PAVEMENT BREAKER AND SPADER, INCLUDING TOOL GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING); PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN, NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED, BULL FLOAT IN CONNECTION WITH LABORERS' WORK; VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL); ASBESTOS AND MOLD REMOVAL WORKER GROUP 1-B: SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. GROUP 1-D: MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED. FOOTNOTES: LABORERS

WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES.....$ 35.50 27.30

LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:): CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED. FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 36.20 27.30

LABO0185-008 07/01/2023

	Rates	Fringes
PLASTERER TENDER WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL.....	$ 39.77	28.54

LABO0261-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. MARIN COUNTY.....	$ 35.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. MARIN COUNTY.....	$ 37.56	27.30

LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT

DRIVER, FLAG PERSON (MARIN COUNTY).....$ 37.26 27.30

LABO0261-004 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST MARIN COUNTY	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (MARIN COUNTY)	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (MARIN COUNTY)	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (MARIN COUNTY)	$ 45.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (MARIN COUNTY)	$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (MARIN COUNTY)	$ 45.89	27.72

LABO0261-007 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK MARIN COUNTY	$ 37.54	25.55

LABO0261-010 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (MARIN COUNTY)- (2) Establishment Warranty Period	$ 29.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (MARIN COUNTY)- (1) New Construction	$ 36.25	27.30
LABORER, WRECKING - AREA A:: GROUP 1 (MARIN COUNTY).	$ 36.50	27.30
LABORER, WRECKING - AREA A: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW	$ 36.35	27.30
LABORER, GUNITE - AREA A:: GROUP 1 (MARIN COUNTY)...	$ 37.46	27.30
LABORER, GUNITE - AREA A: GROUP 4 GUNITE LABORER (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW	$ 36.25	27.30

LABORER, GUNITE - AREA A: GROUP 3 REBOUNDMAN (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 36.37 27.30

LABORER, GUNITE - AREA A: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..$ 36.96 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:: GROUP 1 (MARIN COUNTY).....$ 36.50 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 29.94 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (MARIN COUNTY) FOOTNOTES:

LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 36.25 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 36.35 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND

EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 37.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING(MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 36.55 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (MARIN COUNTY) SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL

RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 36.72 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL MARIN COUNTY FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED. .....$ 37.20 27.30

LABO0324-004 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. NAPA, SOLANO, AND SONOMA, COUNTIES.	$ 34.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. NAPA, SOLANO, AND SONOMA, COUNTIES.....	$ 36.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON NAPA, SOLANO, AND SONOMA, COUNTIES.....	$ 36.26	27.30

LABO0324-008 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST NAPA, SOLANO, AND SONOMA COUNTIES.....	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (NAPA, SOLANO, AND SONOMA COUNTIES).....	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR		

OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (NAPA, SOLANO, AND SONOMA COUNTIES).....$ 44.96 27.72

TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (NAPA, SOLANO, AND SONOMA COUNTIES).....$ 45.41 27.72

TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (NAPA, SOLANO, AND SONOMA COUNTIES).....$ 45.66 27.72

TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (NAPA, SOLANO, AND SONOMA COUNTIES).....$ 45.89 27.72

LABO0324-010 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK SOLANO AND SONOMA COUNTIES	$ 36.84	26.24

LABO0324-013 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (NAPA, SOLANO, AND SONOMA COUNTIES)- (2) Establishment Warranty Period	$ 28.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (NAPA, SOLANO, AND SONOMA COUNTIES)- (1) New Construction	$ 35.25	27.30
LABORER, WRECKING - AREA B:: GROUP 1 (NAPA, SOLANO, AND SONOMA COUNTIES)	$ 35.50	27.30
LABORER, WRECKING - AREA B: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW	$ 35.35	27.30
LABORER, GUNITE - AREA B:: GROUP 1 (NAPA, SOLANO, AND SONOMA COUNTIES)	$ 36.46	27.30
LABORER, GUNITE - AREA B: GROUP 4 GUNITE LABORER (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW	$ 35.25	27.30
LABORER, GUNITE - AREA B: GROUP 3 REBOUNDMAN (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL		

NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....$ 35.37 27.30

LABORER, GUNITE - AREA B: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. .....$ 35.96 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 28.94 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE

GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 35.25 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 35.35 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE

DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 36.08 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 36.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-C BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO

CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 35.55 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; HIGH
SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
BIT GRINDER (NAPA, SOLANO, AND SONOMA COUNTIES)
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 35.72 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1- ASPHALT SPREADER BOXES (ALL TYPES); BARKO,
WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE;
CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER,
PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER
INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES;
CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER;
CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW;
CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER;
DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER;
FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD,
HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE
BLOW PIPE (1-1/2"" OR OVER, 100 LBS. PRESSURE/OVER);
HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR;
JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR
TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER
APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC
AND SIMILAR TYPE MATERIALS (APPLYING MEANS
APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS);
LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING,
LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS,
MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND
STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS;
PAVEMENT BREAKER AND SPADER, INCLUDING TOOL
GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE
CHECKING IN CONNECTION WITH PIPELAYING);
PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST
HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM
SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS
SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP
STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF
SACKED CONCRETE AND/OR SAND (WET OR DRY) AND
GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR
MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND
DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN,

NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED, BULL FLOAT IN CONNECTION WITH LABORERS' WORK; VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL); ASBESTOS AND MOLD REMOVAL WORKER (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 35.50 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL NAPA, SOLANO, AND SONOMA COUNTIES FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 36.20 27.30

PAIN0016-004 01/01/2025

	Rates	Fringes

PAINTERS MARIN, NAPA, SOLANO & SONOMA COUNTIES PREMIUMS: EXOTIC MATERIALS - $1.25 ADDITIONAL PER HOUR. SPRAY WORK: - $0.50 ADDITIONAL PER HOUR. INDUSTRIAL PAINTING - $0.25 ADDITIONAL PER HOUR [WORK ON INDUSTRIAL BUILDINGS USED FOR THE

MANUFACTURE AND PROCESSING OF GOODS FOR SALE OR SERVICE; STEEL CONSTRUCTION (BRIDGES), STACKS, TOWERS, TANKS, AND SIMILAR STRUCTURES] HIGH WORK: OVER 50 FEET - $2.00 PER HOUR ADDITIONAL 100 TO 180 FEET - $4.00 PER HOUR ADDITIONAL OVER 180 FEET - $6.00 PER HOUIR ADDITIONAL.....$ 53.38 28.04

PAIN0016-005 01/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER ALPINE, BUTTE, COLUSA, EL DORADO (WEST OF THE SIERRA NEVADA MOUNTAINS), GLENN, LASSEN (WEST OF HWY. 395, EXCLUDING HONEY LAKE); MARIN, MODOC, NAPA, NEVADA (WEST OF THE SIERRA NEVADA MOUNTAINS), PLACER (WEST OF THE SIERRA NEVADA MOUNTAINS), PLUMAS, SACRAMENTO, SHASTA, SIERRA (WEST OF THE SIERRA NEVADA MOUNTAINS), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES.....	$ 59.63	31.29

PAIN0016-007 01/01/2025

	Rates	Fringes
PAINTERS ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (WEST OF THE SIERRA NEVADA MOUNTAINS), GLENN, LASSEN (WEST OF HIGHWAY 395, EXCLUDING HONEY LAKE), MODOC, NEVADA (WEST OF THE SIERRA NEVADA MOUNTAINS), PLACER (WEST OF THE SIERRA NEVADA MOUNTAINS), PLUMAS, SACRAMENTO, SHASTA, SIERRA (WEST OF THE SIERRA NEVADA MOUNTAINS), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES SPRAY/SANDBLAST: $0.50 ADDITIONAL PER HOUR. EXOTIC MATERIALS: $1.25 ADDITIONAL PER HOUR. HIGH TIME: OVER 50 FT ABOVE GROUND OR WATER LEVEL $2.00 ADDITIONAL PER HOUR. 100 TO 180 FT ABOVE GROUND OR WATER LEVEL $4.00 ADDITIONAL PER HOUR. OVER 180 FT ABOVE GROUND OR WATER LEVEL $6.00 ADDITIONAL PER HOUR.....	$ 43.45	22.80

PAIN0016-008 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER MARIN, NAPA, SOLANO AND SONOMA COUNTIES.....	$ 59.00	33.03

PAIN0169-004 01/01/2024

	Rates	Fringes
GLAZIER MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (WEST OF A LINE DEFINED AS FOLLOWS: HWY. 80 CORRIDOR BEGINNING AT THE CITY OF FAIRFIELD, INCLUDING TRAVIS AIR FORCE BASE AND SUISUN CITY; GOING NORTH OF MANAKAS CORNER RD., CONTINUE NORTH ON SUISUN VALLEY RD. TO THE NAPA COUNTY LINE; HWY. 80 CORRIDOR SOUTH ON GRIZZLY ISLAND RD. TO THE GRIZZLY ISLAND MANAGEMENT AREA).....	$ 56.22	34.00

PAIN0567-001 07/01/2025

	Rates	Fringes
PAINTERS: SPRAY PAINTER EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE		

SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS) PREMIUMS: SPECIAL COATINGS (BRUSH), AND SANDBLASTING = $0.50/HR SPECIAL COATINGS (SPRAY), AND STEEPLEJACK = $1.00/HR SPECIAL COATING SPRAY STEEL = $1.25/HR SWING STAGE = $2.00/HR *A SPECIAL COATING IS A COATING THAT REQUIRES THE MIXING OF 2 OR MORE PRODUCTS.....$ 41.43 16.16

PAINTERS: PAPERHANGER (EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS) PREMIUMS: SPECIAL COATINGS (BRUSH), AND SANDBLASTING = $0.50/HR SPECIAL COATINGS (SPRAY), AND STEEPLEJACK = $1.00/HR SPECIAL COATING SPRAY STEEL = $1.25/HR SWING STAGE = $2.00/HR *A SPECIAL COATING IS A COATING THAT REQUIRES THE MIXING OF 2 OR MORE PRODUCTS.....$ 42.19 16.16

PAINTERS: BRUSH AND ROLLER EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS) PREMIUMS: SPECIAL COATINGS (BRUSH), AND SANDBLASTING = $0.50/HR SPECIAL COATINGS (SPRAY), AND STEEPLEJACK = $1.00/HR SPECIAL COATING SPRAY STEEL = $1.25/HR SWING STAGE = $2.00/HR *A SPECIAL COATING IS A COATING THAT REQUIRES THE MIXING OF 2 OR MORE PRODUCTS.....$ 39.43 16.16

PAIN0567-007 07/01/2022

	Rates	Fringes
SOFT FLOOR LAYER EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS) AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS))	$ 34.27	16.47

PAIN0567-010 07/01/2024

	Rates	Fringes
DRYWALL: (2) STEEPLEJACK - TAPER, OVER 40 FT WITH OPEN SPACE BELOW EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS)	$ 44.29	16.12
DRYWALL: (1) TAPER (EL DORADO COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST OF THE SIERRA NEVADA MOUNTAINS)	$ 42.79	16.12

PAIN0767-004 01/01/2024

	Rates	Fringes
GLAZIER ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (REMAINDER), SUTTER, TEHAMA, TRINITY, YOLO, YUBA	$ 43.25	35.62

PAIN1176-001 07/01/2022

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMENT: GROUP 3 PROTECTIVE COATING, PAVEMENT SEALING	$ 35.11	17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMENT: GROUP 1 STRIPER: LAYOUT AND APPLICATION OF PAINTED TRAFFIC STRIPES AND MARKING; HOT THERMO PLASTIC; TAPE, TRAFFIC STRIPES AND MARKINGS	$ 40.83	17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMEMT: GROUP 2 GAMECOURT & PLAYGROUND INSTALLER	$ 34.71	17.62

PAIN1237-001 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER ALPINE; COLUSA; EL DORADO (WEST OF THE SIERRA NEVADA MOUNTAINS); GLENN; LASSEN (WEST OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING HONEY LAKE); MODOC; NEVADA (WEST OF THE SIERRA NEVADA MOUNTAINS); PLACER (WEST OF THE SIERRA NEVADA MOUNTAINS); PLUMAS; SACRAMENTO; SHASTA; SIERRA (WEST OF THE SIERRA NEVADA MOUNTAINS); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES	$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER AREA 355: NAPA & SONOMA COUNTIES	$ 32.70	31.68
PLASTERER AREA 355: MARIN	$ 36.73	31.68
PLASTERER AREA 295: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHEMA, TRINITY, YOLO & YUBA COUNTIES	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-002 07/01/2025

	Rates	Fringes
PLUMBER, PLUMBER, STEAMFITTER, REFRIGERATION FITTER (MARIN AND SONOMA COUNTIES)	$ 91.00	49.40

PLUM0038-006 07/01/2025

	Rates	Fringes
LANDSCAPE/IRRIGATION FITTER: UNDERGROUND/UTILITY FITTER MARIN & SONOMA COUNTIES	$ 77.35	36.53

PLUM0228-001 01/01/2026

	Rates	Fringes
PLUMBER BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES	$ 52.75	41.39

PLUM0343-001 07/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER: ALL OTHER WORK NAPA AND SOLANO COUNTIES FOOTNOTES: WHILE FITTING GALVANIZED MATERIAL: $.75 PER HOUR ADDITIONAL. WORK FROM TRUSSES, TEMPORARY STAGING, UNGUARDED STRUCTURES 35' FROM THE GROUND OR WATER: $.75 PER HOUR ADDITIONAL. WORK FROM SWINGING SCAFFOLDS, BOATSWAINS CHAIRS OR SIMILAR DEVICES: $.75 PER HOUR ADDITIONAL	$ 71.60	38.38

PLUM0350-001 08/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER EL DORADO COUNTY (LAKE TAHOE AREA ONLY); NEVADA COUNTY (LAKE TAHOE AREA ONLY); AND PLACER COUNTY (LAKE TAHOE AREA ONLY)	$ 52.14	18.71

PLUM0355-001 07/01/2025

	Rates	Fringes
UNDERGROUND UTILITY WORKER: /LANDSCAPE FITTER ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES	$ 36.01	18.50

PLUM0442-003 01/01/2026

	Rates	Fringes
PLUMBER AMADOR (SOUTH OF SAN JOAQUIN RIVER) AND ALPINE COUNTIES	$ 58.45	38.74

PLUM0447-001 07/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER: LIGHT COMMERCIAL WORK AMADOR (NORTH OF SAN JOAQUIN RIVER), EL DORADO (EXCLUDING LAKE TAHOE AREA), NEVADA (EXCLUDING LAKE TAHOE AREA); PLACER (EXCLUDING LAKE TAHOE AREA), SACRAMENTO AND YOLO COUNTIES	$ 55.58	24.02
PLUMBER/PIPEFITTER: JOURNEYMAN AMADOR (NORTH OF SAN JOAQUIN RIVER), EL DORADO (EXCLUDING LAKE TAHOE AREA), NEVADA (EXCLUDING LAKE TAHOE AREA); PLACER (EXCLUDING LAKE TAHOE AREA), SACRAMENTO AND YOLO COUNTIES	$ 67.37	30.00

ROOF0081-006 08/01/2024

	Rates	Fringes
ROOFER MARIN, NAPA, SOLANO AND SONOMA COUNTIES	$ 54.94	23.34

ROOF0081-007 08/01/2023

	Rates	Fringes
ROOFER ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,		

TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES.....$ 46.73 21.36

SFCA0483-003 01/01/2026

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS) MARIN, NAPA, SOLANO AND SONOMA COUNTIES	$ 81.54	41.35

SFCA0669-003 01/01/2026

	Rates	Fringes
SPRINKLER FITTER (ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES)	$ 52.06	29.86

SHEE0104-006 06/29/2020

	Rates	Fringes
SHEET METAL WORKER: MECHANICAL CONTRACTS $200,000 OR LESS MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES	$ 55.92	45.29
SHEET METAL WORKER: ALL OTHER WORK MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES	$ 64.06	46.83

SHEE0104-009 07/01/2021

	Rates	Fringes
SHEET METAL WORKER AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES	$ 47.85	41.90

SHEE0104-010 07/01/2020

	Rates	Fringes
SHEET METAL WORKER ALPINE COUNTY	$ 43.50	37.42

SHEE0104-011 07/01/2020

	Rates	Fringes
SHEET METAL WORKER: METAL DECKING AND SIDING ONLY BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES	$ 44.45	35.55

SHEE0104-014 07/01/2020

	Rates	Fringes
SHEET METAL WORKER: METAL DECKING AND SIDING ONLY (MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES)	$ 44.45	35.55

SHEE0104-019 07/01/2020

	Rates	Fringes
SHEET METAL WORKER: MECHANICAL JOBS OVER $200,000 BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES	$ 46.60	40.21
SHEET METAL WORKER: MECHANICAL JOBS $200,000 & UNDER BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES	$ 35.16	35.88

TEAM0094-001 07/01/2025

	Rates	Fringes
TRUCK DRIVERS: GROUP 5: DUMP TRUCKS, 65 YDS. AND		

OVER; HOLLAND HAULER; LOW BED HEAVY DUTY TRANSPORT OVER 7 AXLES FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER CLASSIFICATIONS.....$ 44.56 34.28

TRUCK DRIVERS: GROUP 4: DUMP TRUCKS, OVER 25 YDS. AND UNDER 65 YDS.; WATER PULLS - DW 10'S, 20'S, 21'S AND OTHER SIMILAR EQUIPMENT WHEN PULLING AQUA/PAK OR WATER TANK TRAILERS; HELICOPTER PILOTS (WHEN TRANSPORTING MEN AND MATERIALS); LOWBEDK HEAVY DUTY TRANSPORT UP TO INCLUDING 7 AXLES; DW10'S, 20'S, 21'S AND OTHER SIMILAR CAT TYPE, TERRA COBRA, LETOURNEAU PULLS, TOURNOROCKER, EUCLID AND SIMILAR TYPE EQUIPMENT WHEN PULLING FUEL AND/OR GREASE TANK TRAILERS OR OTHER MISCELLANEOUS TRAILERS; VACUUM TRUCKS 7500 GALS AND OVER AND TRUCK REPAIRMAN FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER CLASSIFICATIONS.....$ 44.21 34.28

TRUCK DRIVERS: GROUP 3: DUMP TRUCKS, 8 YDS. AND INCLUDING 24 YDS.; TRANSIT MIXERS, OVER 10 YDS.; WATER TRUCKS, 7,000 GALS. AND OVER; JETTING TRUCKS, 7,000 GALS. AND OVER; VACUUM TRUCKS UNDER 7500 GALS. TRUCKS TOWING TILT BED OR FLAT BED PULL TRAILERS; LOWBED HEAVY DUTY TRANSPORT; HEAVY DUTY TRANSPORT TILLER PERSON; SELF- PROPELLED STREET SWEEPER WITH SELF-CONTAINED REFUSE BIN; BOOM TRUCK - HYDRO-LIFT OR SWEDISH TYPE EXTENSION OR RETRACTING CRANE; P.B. OR SIMILAR TYPE SELF-LOADING TRUCK; TIRE REPAIRPERSON; COMBINATION BOOTPERSON AND ROAD OILER; DRY DISTRIBUTION TRUCK (A BOOTPERSON WHEN EMPLOYED ON SUCH EQUIPMENT, SHALL RECEIVE THE RATE SPECIFIED FOR THE CLASSIFICATION OF ROAD OIL TRUCKS OR BOOTPERSON); AMMONIA NITRATE DISTRIBUTOR, DRIVER AND MIXER; SNOW GO AND/OR PLOW FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER CLASSIFICATIONS.....$ 43.86 34.28

TRUCK DRIVERS: GROUP 2: DUMP TRUCKS, 6 YDS. AND UNDER 8 YDS.; TRANSIT MIXERS, THROUGH 10 YDS.; WATER TRUCKS, UNDER 7,000 GALS.; JETTING TRUCKS, UNDER 7,000 GALS.; SINGLE-UNIT FLAT RACK (3-AXLE UNIT); HIGHBED HEAVY DUTY TRANSPORT; SCISSOR TRUCK;

RUBBER-TIRED MUCK CAR (NOT SELF-LOADED);
RUBBER-TIRED TRUCK JUMBO; WINCH TRUCK AND ""A"" FRAME
DRIVERS; COMBINATION WINCH TRUCK WITH HOIST; ROAD
OIL TRUCK OR BOOTPERSON; BUGGYMOBILE; ROSS, HYSTER
AND SIMILAR STRADDLE CARRIERS; SMALL RUBBER-TIRED
TRACTOR FOOTNOTES: ARTICULATED DUMP TRUCK;
BULK CEMENT SPREADER (WITH OR WITHOUT AUGER);
DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY
PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR
TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE.
  HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER;
INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE);
UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE
FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED.
TRUCK DRIVER CLASSIFICATIONS.....$ 43.56 34.28
TRUCK DRIVERS: GROUP 1: DUMP TRUCKS, UNDER 6 YDS.;
SINGLE UNIT FLAT RACK (2- AXLE UNIT); NIPPER TRUCK
(WHEN FLAT RACK TRUCK IS USED APPROPRIATE FLAT RACK
SHALL APPLY); CONCRETE PUMP TRUCK (WHEN FLAT RACK
TRUCK IS USED APPROPRIATE FLAT RACK SHALL APPLY);
CONCRETE PUMP MACHINE; FORK LIFT AND LIFT JITNEYS;
FUEL AND/OR GREASE TRUCK DRIVER OR FUEL PERSON;
SNOW BUGGY; STEAM CLEANING; BUS OR PERSONHAUL
DRIVER; ESCORT OR PILOT CAR DRIVER; PICKUP TRUCK;
TEAMSTER OILER/GREASER AND/OR SERVICEPERSON; HOOK
TENDER (INCLUDING LOADING AND UNLOADING); TEAM
DRIVER; TOOL ROOM ATTENDANT (REFINERIES)
FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT
SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK;
SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX
TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE
DUMP TRUCK YARDAGE RATE. HEATER PLANER;
ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT
TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP
TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR
THE EQUIPMENT UTILIZED. TRUCK
DRIVER CLASSIFICATIONS.....$ 43.26 34.28

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,

2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ﷿SU﷿ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

﷿SU﷿ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ﷿SA﷿ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ﷿SA﷿ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION "

CITY OF SACRAMENTO
PERFORMANCE BOND

Department of Public Works
Page 1 of 1

Bond No.: 57BCSJN1102
Premium: $11,925

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Ghilotti Bros., Inc., 525 Jacoby Street, San Rafael CA, 94901 as principal, hereinafter called Contractor, a contract for construction of:

Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements Project
(PN: T15205500)

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)*:
Hartford Fire Insurance Company, One Pointe Drive, 6th Floor, Brea, CA 92821,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: ONE MILLION SIX HUNDRED AND NINETY EIGHT THOUSAND SEVEN HUNDRED AND NINETY EIGHT DOLLARS AND FIFTY CENTS ($1,698,798.50) or the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on August 28th, 2026.

Ghilotti Bros., Inc.
(Contractor) (Seal)
By
Title David Cantor, P.E., Chief Estimator

ORIGINAL APPROVED AS TO FORM:
Michael Fry (Sep 14, 2026 10:42:42 PDT)
City Attorney

Hartford Fire Insurance Company
(Surety) (Seal)
By
Title Kelly Holtemann, Attorney-In-Fact
Agent Name and Address Gallagher Brokerage & Insurance Solutions, Inc.
75 Rowland Way, Suite 340, Novato, CA 94945
Agent Phone # 415-878-2467
Surety Phone # 469-287-1022
California License # Surety #0085-1
Agent #0329598

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 Marin)

On 8/31/26 before me, Natalia Schlabach, Notary Public
(insert name and title of the officer)

personally appeared David Cantor,
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.

NATALIA MAE SCHLABACH
Notary Public · California
Marin County
Commission # 2471865
My Comm. Expires Nov 14, 2027

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Marin)

On August 28, 2021 before me, Nathalia P. Sholl , Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Kelly Holtemann
Name(s) of Signer(s)

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

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

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
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: GALLAGHER BRKRG & INS SOLTN INC
Agency Code: 57-554795

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Nerissa S. Bartolome, Patrick R Diebel, Lucy M. Dunham, Valerie Garcia, Andrew S. Holloway, Kelly Holtemann, Christopher M. Howell, Keith Lovitt, Mark M. Munekawa, Jacquelin Muro Silva, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Nathalia P. Sholl, Kathleen West of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 30th day of March, 2026, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 644184
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 28th, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

CITYOF SACRAMENTO
PAYMENT BOND

Department of Public Works
Page 1 of 1

Bond No.: 57BCSJN1102
Premium: Included

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Ghilotti Bros., Inc., 525 Jacoby Street, San Rafael CA, 94901 hereinafter called Contractor, a contract for construction of:

Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements Project
(PN: T15205500)

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*):
Hartford Fire Insurance Company, One Pointe Drive, 6th Floor, Brea, CA 92821,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of ONE MILLION SIX HUNDRED AND NINETY EIGHT THOUSAND SEVEN HUNDRED AND NINETY EIGHT DOLLARS AND FIFTY CENTS ($1,698,798.50), 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 August 28th, 20 26.

Ghilotti Bros., Inc.
(Contractor) (Seal)
By
Title David Cantor, P.E., Chief Estimator

ORIGINAL APPROVED AS TO FORM:
Michael Fry (Sep 14, 2026 10:42:42 PDT)
City Attorney

Hartford Fire Insurance Company
(Surety) (Seal)
By:
Title: Kelly Holtemann, Attorney-In-Fact
Agent name and Address: Gallagher Brokerage & Insurance Solutions, Inc.
75 Rowland Way, Suite 340, Novato, CA 94945
Agent Phone #: 415-878-2467
Surety Phone #: 469-287-1022
California License # Surety #0085-1
Agent #0329598

Effective 7-1-12

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 Marin)

On 8/31/26 before me, Natalia Schlabach, Notary Public
(insert name and title of the officer)

personally appeared David Cantor,
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.

NATALIA MAE SCHLABACH
Notary Public - California
Marin County
Commission # 2471865
My Comm. Expires Nov 14, 2027

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Marin)

On August 28, 2026 before me, Nathalia P. Sholl , Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kelly Holtemann
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

Signature NPSholl
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: GALLAGHER BRKRG & INS SOLTN INC
Agency Code: 57-554795

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Nerissa S. Bartolome, Patrick R Diebel, Lucy M. Dunham, Valerie Garcia, Andrew S. Holloway, Kelly Holtemann, Christopher M. Howell, Keith Lovitt, Mark M. Munekawa, Jacquelin Muro Silva, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Nathalia P. Sholl, Kathleen West of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 30th day of March, 2026, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 644184
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 28th, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

GUARANTEE

We hereby guarantee the Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements Project (PN: T15205500) the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: 8/31/22

Signed: Michael M. Ghilotti

Michael M. Ghilotti
Printed Name

Ghilotti Bros., Inc.
Company

525 Jacoby St., San Rafael, CA 94901
Address

WORKER'S COMPENSATION CERTIFICATION

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

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

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

DATE: 8/31/22 Contractor Ghilotti Bros., Inc.

By _____
Signature

Docusign Envelope ID: CA231F57-F56F-8964-825F-C3B2B82F8918

TAXABLE YEAR

CALIFORNIA FORM

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	☐ SSN or ITIN ☐ FEIN ☑ CA Corp no. ☐ CA SOS file no.
Ghilotti Bros., Inc.	94-1199284

Address (apt./ste., room)

525 Jacoby Street

City (If you have a foreign address, see instructions.)	State	ZIP code
San Rafael	CA	94901

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 Rebecca Larimer Telephone (415) 454-7011

Payee's signature ▶ Signed by: Becca Larimer 36BA13D4C577466... Date 09/01/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2026

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 Gallagher Brokerage & Insurance Solutions, Inc. 50 California St Floor 12 San Francisco CA 94111 License#: 0329598 GHILBRO-01	**CONTACT NAME:** Susan Lane **PHONE (A/C, No, Ext):** 415-402-6627 **FAX (A/C, No):** **E-MAIL ADDRESS:** susan_lane@ajg.com
INSURED Ghilotti Bros. Inc. 525 Jacoby Street San Rafael, CA 94901	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1351387963 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO092422005	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAP092421705	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC056260105	10/1/2025	10/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

GBI Job 26411 Lampasas & Rio Linda Blvd. Intersection Safety Improvements Project - PN: T15205500 - City of Sacramento its employees, officers, and agents are additional insured, with respect to General Liability and Automobile Liability per endorsement attached. Policies contain a 30-day notice of cancellation, 10-days for non-payment of premium. Coverage is Primary and Non-Contributory - Waiver of Subrogation is applicable per endorsements attached. Separation of Insureds is included in the policy coverage form.

CERTIFICATE HOLDER

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

CANCELLATION

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 Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP092421705	10/01/2025	10/01/2026	10/01/2025		**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO09242205	Effective Date: 10/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

This endorsement, effective 10/01/2025 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC056260105 Endorsement No.

ZURICH AMERICAN INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to Ghilotti Bros., Inc.

Premium (if any) $

Authorized Representative

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 0.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
All Persons and/or Organizations that are required by written contract or agreement with the insured, executed prior to the accident or loss, that waiver of subrogation be provided under this policy for the work performed by you for that person and/or organization.	**All CA Operations**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.)

GHILOTTI BROS. 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.

525 JACOBY STREET

6 City, state, and ZIP code

SAN RAFAEL, CA 94901

Requester's name and address (optional)

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	4	–	1	1	9	9	2	8	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Becca Larimer **Date** 1/12/2026

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

Docusign Envelope ID: 04DBB105-1418-82EF-8342-9EF19E4C785A

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: 09/01/26 | 9:03 AM PDT

Ghilotti Bros., Inc.
Name of Contractor

David Cantor
(Name of Contractor Representative)

Signed by:
David Cantor
(Authorized Officer & Title)

132128
CSLB # or Motor Carrier Permit

SPECIAL PROVISIONS

NOTICE TO BIDDERS

PROPOSAL AND CONTRACT

FOR

LAMPASAS AVE AT RIO LINDA BLVD INTERSECTION

SAFEY IMPROVMENTS PROJECT

IN

CITY OF SACRAMENTO

FEDERAL AID PROJECT NO: HSIPL 5002(212)

CITY PROJECT NO: T15205500

Bid #B2715111101

For use with City of Sacramento Standard Specifications for Public Construction Dated March 2025 with applicable addenda, State of California Standard Specifications 2024, Davis Bacon Wage Rates Dated MAY 18, 2026 or State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.

For Pre-Bid Information Contact:
James Kragh, Project Manager
jmkragh@cityofsacramento.org

Bids to be received before
2:00 P.M., Wednesday, August 5, 2026
1st Floor, New City Hall (Security Desk)
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:
Monday, July 20 at 2:00 P.M.
Microsoft Teams Meeting
Click here to join the meeting
Join by phone: (213) 373-7064
Phone Conference ID: 939 396 154#

Engineer's Construction Estimate: **$2,325,210** Construction Time: 95 Working Days

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 132128

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

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

Data current as of 8/14/2026 3:03:30 PM

Business Information

GHILOTTI BROS INC
525 JACOBY STREET
SAN RAFAEL, CA 94901
Business Phone Number:(415) 454-7011

Entity Corporation
Issue Date 07/21/1952
Expire Date 12/31/2027

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C21 - BUILDING MOVING, DEMOLITION
- C42 - SANITATION SYSTEM
- C-8 - CONCRETE
- C12 - EARTHWORK AND PAVING
- C31 - CONSTRUCTION ZONE TRAFFIC CONTROL
- C32 - PARKING AND HIGHWAY IMPROVEMENT

Certifications

- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HARTFORD FIRE INSURANCE COMPANY.
Bond Number: 57BSBHR0558
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual MICHAEL MARIO GHILOTTI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 08/19/2015
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY
Policy Number:WC056260105
Effective Date: 10/01/2025
Expire Date: 10/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
6220 - Description Unavailable
5506 - Street/Road Construction-paving
5205 - Description Unavailable

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

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

Other

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

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An official website of the United States government Here's how you know

Entity Management Extract Publishing Schedule Change
Show Details
Aug 15, 2026

Scheduled SAM Maintenance Show Details
Aug 17, 2026

See All Alerts

SAM.GOV®

Home Search Data Bank Data Services Help

Core Data

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Points of Contact
  - Assertions
  - Reps and Certs (FAR/DFARS)
  - Reps and Certs (Financial Assistance)
- Exclusions
- Responsibility / Qualification

Entity Information

Active Registration

GHILOTTI BROS., INC.

Unique Entity ID
G232HKJ3MZ66

CAGE/NCAGE
1ZJ56

Expiration Date
Jan 15, 2027

Physical Address
525 Jacoby ST
San Rafael, California
94901-5305, United States

Mailing Address
525 Jacoby ST
San Rafael, California
94901-5305, United States

Purpose of Registration
All Awards

Version
Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
HTTPS://WWW.GBI1914.COM

Division Name
(blank)

Division Number
(blank)

Congressional District
California 02

State/Country of Incorporation
California, United States

Registration Dates

Activation Date
Jan 19, 2026

Initial Registration Date
Jul 24, 2002

Submission Date
Jan 15, 2026

Entity Dates

Entity Start Date
Sep 25, 1951

Fiscal Year End Close Date
Dec 31

Owner	CAGE	Legal Business Name
Immediate Owner	**(blank)**	**(blank)**
Highest Level Owner	**(blank)**	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☑ Yes

ENTITY TYPES

Business Types

Entity Structure	**Corporate Entity (Not Tax Exempt)**
Entity Type	**Business or Organization**
Profit Structure	**For Profit Organization**
Organization Factors	**Subchapter S Corporation**

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments

Debt Subject To Offset ?

Yes	No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **1ZJ56**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

David Cantor, VP OF ESTIMATING

Address
525 Jacoby Street
San Rafael, California 94901-5305
United States

Government Business

Primary Point of Contact

Sarah Kriletich, VP OF ESTIMATING

Address
525 Jacoby Street
San Rafael, California 94901-5305
United States

⚠ **WARNING**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov
An official website of the U.S. General Services Administration

State of California
Department of
Industrial Relations

1000001037 - GHILOTTI BROS., INC.

Customer Account Lookup

PWCR

1000001037

Contractor Status

DIR Approved

CSLB

132128

Business Phone

4154547011

Ext

Registration Start Date

2026-07-01

Legal Entity Name

GHILOTTI BROS., INC.

Doing Business As (DBA)

Ghilotti Bros., Inc.

Business Structure

Corporation - S corp

President

Mike Ghilotti

Email

natalias@gbi1914.com

Registration End Date

2027-06-30

Crafts

Driver (On/Off Hauling) Housemover (Laborer) Modular Furniture Installer (Carpenter) Slurry Seal Worker (Laborer) TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK) Asbestos Worker, Heat and Frost Insulator Electrical Utility Laborer (Construction-Fence Erector-Housemover) (Engineering Construction) Painter Carpenter Fence Builder (Carpenter) Landscape Parking/Highway/Improvement Tile Setter/Finisher egergreg Consultant12344hrrrhrh General Engineering Light Fixture Maintenance Plasterer/Tender Tunnel Operating Engineer BPC Archived Craft Cranes, Pile Driver and Hoisting Equipment (Operating Engineer) Glazier Marble Mason/Finisher Plumber TUNNEL WORKER Driver (On/Off-Hauling to/from Construction Site) Inspector/Field Soils, Material Tester Operating Engineer Stator Rewinder Water Well Driller Boilermaker-Blacksmith

Electrical Utility Lineman Laborer and Related Classifications
Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)
Teamster (Work on a construction site) Carpenter and Related Trades Field Surveyor
Landscape Maintenance Laborer Pile Driver (Carpenter)
Traffic Control/Lane Closure (Laborer) Awesome Tester-III Awesome Tester-II
Marquez Text Craft Carpet, Linoleum, Resilient Tile Layer
Fire Safety and Miscellaneous Sealing Landscape Operating Engineer
PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION)
Tree Maintenance (Laborer)
Cranes, Pile Driving and Hoisting Equipment (Operating Engineer) Gunite Worker (Laborer)
Metal Roofing Systems Installer Roofing Tunnel Worker (Laborer)
Asbestos and Lead Abatement (Laborer)t Drywall Installer/Lather (Carpenter) Iron Worker
OPERATING ENGINEER (BUILDING CONSTRUCTION)
STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)
Bricklayer/Brick Tender Electrician
Laborer and Related Classifications (Building Construction)
Parking and Highway Improvement Painter (Laborer) Telecommunications Technician
BPC 2 Lineman Building/Construction Inspector and Field Soils and Material Tester
Elevator Constructor Landfill Worker (Operating Engineer)
Parking and Highway Improvement Painter (Painter) Terrazzo Worker/Finisher
Cement Mason General Building Landscape/Irrigation Laborer/Tender
PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)
Tree Trimmer (High Voltage Line Clearance) Dredger (Operating Engineer)
Horizontal Directional Drilling (Laborer) Sheet Metal Worker
Tunnel Worker (Laborer-Engineering Construction Awesome Tester
Asbestos Removal Worker (Laborer) Drywall Installer/Lather/Finisher LABORER
Operating Engineer (Heavy and Highway Work)
STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)
ATESTER-IV

Address

Mailing Address

525 JACOBY ST.

Mailing Address - City

SAN RAFAEL

Mailing Address - State

CA

Mailing Address - Zip

94901

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (11)

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

dir.ca.gov

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CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

FEDERAL AID PROJECT NO.: **HSIPL 5002(212)**

CITY CONTRACT NO.: **T15205500**

NOTICE TO BIDDERS

Sealed proposals and bids for the work entitled:

Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements Project

(PN: T15205500)

will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, 915 I Street (New City Hall), 1st Floor (Security Desk), up to the hour of 2:00 P.M., **August 5**, and will be publicly opened and read at 2:30 P.M., via Web-X a virtual bid opening.

General Work Description:
The Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements Project proposes to reconfigure the intersection and vehicle turning movements, upgrade pedestrian crossing improvements including median refuge islands, ADA compliant curb ramps, rectangular rapid flashing beacons (RRFBs), and restripe the roadway between Del Paso Blvd and Eleanor Ave to reduce the number of travel lanes and provide for a bike lane.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY MAP-21. AS SUCH, THE CONTRACTOR SHALL COMPLY WITH ALL BUY AMERICA REQUIREMENTS STATED IN THE SPECIAL PROVISIONS AND THE TECHNICAL SPECIFICATIONS.

The Contractor shall possess a license or a combination of classes required by the categories and type of work included in this contract at the time this contract is awarded.

Bids are required for the entire work described herein. This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to the Government Code Section 12990.

All such proposals received and any work performed thereunder must comply with the requirements of Title 3 of the Sacramento City Code.

Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid

protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Contract Manager, or from the City Clerk, located at 5th Floor, New City Hall, 915 I Street, Sacramento, CA 95814.

Plans, Specifications, and copies of the Sealed Proposal Forms and accompanying documents for bidding this project can only be obtained at Planet Bids:

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

Bids must be submitted on printed forms supplied in the Contract Documents. Bids must be enclosed in an envelope marked:

SEALED PROPOSAL AND BIDS
FOR
HSIP 9 Lampasas Ave at Rio Linda Intersection Safety Improvement Project

(PN: T15205500)

Technical questions should be directed to the Department of Public Works-Engineering Services Division, to the attention of the Project Manager, James Kragh, 915 I Street, Room 2000, Sacramento, California, 95814, at jmkragh@cityofsacramento.org.

The successful bidder shall furnish a payment bond and a performance bond for 100% of the contract amount.

The City of Sacramento hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the project specifications and contract documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California

Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Monday through Friday, between 8:00am and 5:00pm, Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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).

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements

Federal Aid Project No.: HSIPL 5002(212)

City Project Nos.: (PN: T15205500)

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEERS:

Civil:



Daniel Carley, Registered Civil Engineer

Electrical:



Curtis Yee, Registered Civil Engineer

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SPECIAL PROVISIONS
FOR
Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements Project
FEDERAL PROJECT NO.: HSIPL 5002(212)
(PN: T15205500)

SECTION NO. 1 - SPECIFICATIONS AND PLANS

The contract shall be administered in accordance with Sections 1 through 8 of the City Standard Specifications for Public Construction, City of Sacramento, dated November 2020, and including Addendum #1 dated March 2025. The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the City Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications for the items of work referenced.

In case of conflict in the technical provisions or requirements, the following order of precedence shall govern:

1. Change Orders, Field Directives, Addendums, etc.
2. Special Provisions
3. Plans
4. City Standard Specifications
5. State Standard Specifications
6. Other referenced specifications
7. State Standard Plans

Definitions of Terms

Whenever in the City Standard Specification, State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

DEFINITIONS AND TERMS
As used herein, unless the context otherwise requires, the following terms have the following meaning:

Department or Department of Public Works: The City of Sacramento, Department of Public Works.

Director or Director of Transportation: Director of Public Works, City of Sacramento.

Engineer: The Director of Public Works of the City of Sacramento, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

State or State of California: The City of Sacramento.

Transportation Building Sacramento: City Hall, City of Sacramento, State of California.

State Highway Engineer: The Director of Public Works of the City of Sacramento, State of California.

State Standard Specifications: Means the 2022 edition of the Standard Specifications of the State of California, Department of Transportation.

City Standard Specifications: Means the November 2020 edition of the City of Sacramento Standard Specifications, including Addendum #1 dated March 2025.

Attorney General: City Attorney, City of Sacramento

Required Meetings: Means that all bidders are encouraged to attend required meetings, however bidders who do not attend shall be responsible for all information disseminated.

SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of these Contract Specifications for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall have listed therein the portion of the work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2.2 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Exhibit 10-Q, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier-to-tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.3 COMMUNITY WORKFORCE TRAINING REQUIREMENTS

This project is subject to the requirements of the City's Local Hire and Community Workforce Training Program and the City's Community Workforce Training Agreement (CWTA), included to this solicitation in section 14 "Contract Forms". A summary of the CWTA requirements is also provided in Section 14. By submitting a bid, the Contractor acknowledges that it has read and understands all the requirements, terms, and conditions of the complete CWTA attached, and has included all costs associated with compliance with the CWTA in its bid, if applicable. The CWTA is applicable if the total bid amount submitted by the Contractor or contractors awarded construction contracts exceeds one million dollars ($1,000,000).

If the CWTA applies, the Contractor must execute Addendum A to the CWTA ("Agreement to be Bound") and provide an executed original to the City before a Notice to Proceed will be issued. Contractor must also include the provisions of this section in every subcontract for Work covered by the CWTA. No subcontractor for Work covered by the CWTA may perform Work prior to executing Addendum A and providing the executed original to the City. By submitting a bid, Contractor represents that if the bid amount exceeds $1,000,000, the Contractor will execute the Agreement to be Bound if awarded the contract.

SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT

3.1 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the City Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: City of Sacramento, City Clerk's Office, New City Hall, 915 I St, 5th Floor, Sacramento, CA 95814

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 15 calendar days after award of contract by City. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Jose Ledesma, City of Sacramento, Department of Public Works, 915 I Street, Room 2000 Sacramento, CA 95814.

The City shall not provide hard copies of the plans and specifications. It will be the Contractor's responsibility to print or have printed their own copies of these documents.

3.2 BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3.3 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

3.4 CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsive and responsible bidder.

3.5 TIME OF AWARD

The award of a formally bid Contract, if made, will be made within sixty (60) calendar days after the opening of Proposals.

If the lowest responsible Bidder refuses or fails to execute the Contract, the City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within ninety (90) calendar days after the opening of Proposals.

If the second lowest responsible Bidder refuses or fails to execute the Contract, the City Council may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred twenty (120) calendar days after the opening of Proposals.

The periods of time specified above within which the award of the Contract may be made, may be extended beyond the periods of time specified herein by written agreement between the Engineer and the Bidder(s) concerned.

3.6 CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

General engineering contractor and electrical contractor tasks as defined by the California Business and Professional Code, the California Code of Regulations, and the California Contractors State License Board (CCSLB). The Contractor shall have a current and active Class A – General Engineering Contractor License issued by the CCSLB at the time of the bid submittal and throughout the construction period.

The Contractor, and/or subcontractors performing electrical contractor tasks, shall also have a current and active Class C10 – Electrical Contractor License issued by the CCSLB at the time of the bid submittal and throughout the construction period. The Contractor shall include the license numbers, names of licensees, and any cited violations and violation investigations by the CCSLB within three years prior to the date of the bid submittal in the bid proposal. Failure to include this information will cause the bid to be deemed non-responsive.

3.7 CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SECTION NO. 4 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days of the date on the Notice to Proceed.

The Contractor shall diligently prosecute the work to completion before the expiration of **NINETY (95) WORKING DAYS** beginning on the date of the Notice-to-Proceed. After a Notice-to-Proceed is issued, if work cannot be performed due to long lead time for signal equipment orders to arrive on-site, days may be suspended, at no extra cost to the City, subject to written pre-approval by the Engineer.

Should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of **FIVE THOUSAND TWO HUNDERD dollars ($5,200)** as liquidated damages for each calendar day delay in finishing the work and final acceptance of the work by the City.

SECTION NO. 5 - GENERAL

5.1 FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6

176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

5.2 NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5.3 PREVAILING WAGE

Attention is directed to Section 7-1.02K(2), "Wages," of the State Standard Specifications.

The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid and will not under any circumstances be considered as the basis of a claim against the City on the contract.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Sacramento. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Payment of prevailing wage must be documented through submission of certified payroll records for the prime contractor and lower tier subcontractors.

Electronic Web submittal of Labor Compliance Reports began effective May 1, 2007.

Each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

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

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.

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

5.4 PUBLIC SAFETY AND CONVENIENCE

The Contractors attention is directed to Sections 6-6 of the City Standard Specifications. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Sections 7-1.03 "Public Convenience and 7-1.04, "Public Safety," of the State Standard Specifications and these special provisions.

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. Traffic control plans shall be submitted prior to the commencement of any work. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the material involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a relatively smooth and even surface satisfactory for use by public traffic at all times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

A. Excavations. – The near edge of the excavation is 12 feet or less from the edge of the lane, except:

   1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
   2. Excavations less than 1 foot deep.
   3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1foot in diameter.

4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles. – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas. – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety and Convenience" and in Section 7-1.04, "Public Safety," of the State Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Type K Temporary Railing," of the State Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2010 State Standard Plans T3A and T3B, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in Section 12-3.15, "Temporary Crash Cushion Module," of the State Standard Specifications.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5.5 GOLD SHOVEL STANDARD PROGRAM

On July 20, 2018, the City of Sacramento became the first municipality in California to become a Gold Shovel Certified Community. As such, the City of Sacramento is **highly encouraging** its contractors bidding on City projects to become Gold Shovel Certified. The Gold Shovel Standard Certification was developed to ensure that hired contractors adhere to the safest excavation standards. To learn more about the Gold Shovel Standard certification process, please visit the following website: www.goldshovelstandard.org.

5.6 BUY AMERICA REQUIREMENTS

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of steel and iron materials [60 Fed Reg 15478 (03/24/1995)].
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
    a. Polyvinylchloride

b. Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance. All manufacturing processes for these materials must occur in the United States. Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work.
2. Temporary work that is not incorporated into the finished project.

5.7 QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

The Contractor may examine the records and reports of tests that Agency performs if they are available at the job site.

The Contractor shall schedule his/her work to allow time for QAP.

Material testing and sampling noted in the QAP shall be done in accordance with California Test Method (CTM) procedures. The QAP specifies which CTM to follow depending on the material in question.

ACCEPTANCE TESTING

At a minimum, the following materials shall be sampled and tested for acceptance into the project:

1. Hot Mix Asphalt
2. Hot Mix Asphalt (Aggregates)
3. Aggregate Base
4. Concrete
5. Soil Subgrade

The Contractor shall coordinate with the Engineer or batch plant for material sampling and testing. The City's independent consultant shall have full access to all areas of the worksite necessary to fulfill the requirements of the City's QAP.

Whenever failing tests occur, sufficient additional acceptance tests must be taken to isolate the affected work. Documentation of the results of such additional tests must be included in the City's records, including a description of the corrective measures taken by the Contractor. Any material tested and found out of compliance with these Technical Specifications and the QAP shall be removed and replaced at no cost to the City.

For clarification purposes, the City's materials testing consultant will complete Local Assistance Procedures Manual (LAPM) Exhibit 16-Z2, Acceptance Testing Results Summary Log, outlining the results of all testing, a copy of which can be provided to the Contractor upon request.

Compaction testing of hot mix asphalt shall be per State Standard Specifications and while aggregate base shall achieve 95% relative compaction.

Minor concrete will be accepted via a certificate of compliance, however, concrete cylinder samples will be collected and tested in accordance with CTM procedures.

CERTIFICATE OF COMPLIANCE

The Contractor shall review Local Assistance Procedures Manual (LAPM) Exhibit 16-T1, Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications, and submit certificates of compliance (COCs) for all materials listed which are to be used in the construction of this project. The current version of this form is located at the following website: https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms. This subsection, Certificate of Compliance, of these Technical Specifications supersedes Attachment 3, Materials Accepted on Basis of Certificate of Compliance, in the QAP.

COCs shall be project specific (no generic forms accepted), approved before material is incorporated into the project, and include, at a minimum, the following information:

- Federal Project Number;
- Statement that the material complies with the specifications;
- Certified material lot number matching lot tags affixed or stenciled to the released materials; and
- Signature of authorized manufacturer representative.

COCs shall be approved by the City prior to any progress payments being made to the Contractor for the material covered by the COC.

5.8 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the State Standard Specifications.

5.9 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Contract Code § 4100 et seq., the City of Sacramento may exercise the remedies provided under Pub Contract Code § 4110. The City of Sacramento may refer the violation to the Contractors State License Board as provided under Pub Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 12 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval.

Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.11 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.12 PAYMENTS

Attention is directed to Section 8, "Measurement and Payment" of the City Standard Specifications and these special provisions.

After acceptance of the contract pursuant to the provisions in Section 8 of the City Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5.13 PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

Attention is directed to Section 14 of these specifications, Agreement, "6. Progress Payment".

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.

2. Any payment request determined not to be proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

5.14 FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is **zero (0)**.

5.15 TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5.16 USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SECTION NO. 6 - (BLANK)

SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE

7.1 WORKER'S COMPENSATION

Full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least $1,000,000 for any one person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

7.2 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE

Contractor must provide sufficient broad coverage to include:

- Comprehensive Auto and General Liability Insurance
- Products and Completed Operation Liability
- Broad Form Property Damage Liability
- Contractual Liability
- Personal Injury Liability

The amount of the policy shall be no less than $1,000,000 Single Limit per occurrence, insured by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be Named Insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by City or other named Insured will be called on to contribute to a loss covered thereunder.

7.3 CERTIFICATE OF INSURANCE

Contractor shall have City's standard Certificate of Insurance completed and filed with the Department of Public Works prior to the execution of the execution of this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) calendar days written notice prior to the effective date of such cancellation or change in coverage.

7.4 WORKER'S COMPENSATION CERTIFICATE

Contractor shall have this certification completed and filed with the Department of Public Works prior to the execution of the Agreement.

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

7.5 FAILURE TO MAINTAIN INSURANCE

If at any time during the performance of this Contract the Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has 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 of the City of Sacramento.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

SECTION NO. 8 - MATERIALS (BLANK)

SECTION NO. 9 - GENERAL REQUIREMENTS

9.1 ORDER OF WORK

Prior to the Notice to Proceed, the Contractor shall Prepare and submit Local Assistance Procedures Manual (LAPM) Exhibit 16-B, Subcontracting Request, and Exhibit 16-I, Notice of Materials to Be Used, and receive written approval of such prior to any work commencing under this contract. These forms are located on at the following website:

https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

Contractor shall complete orders of electrical equipment at the earliest possible date. Upon receipt of service pedestals, contractor shall install service pedestals, establish service connections, and request SMUD service hookup.

Upon commencement of work at a project location, contractor shall diligently pursue completion of that location.

9.2 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to James Kragh of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, jmkragh@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer immediately but at least two (2) weeks prior to the bid opening date.

9.3 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET

The Contractor and its subcontractors must not use 28th Street south of E Street as part of any haul route to and from the Bell Marine Co., Inc./ Harbor Sand and Gravel located at 200 28th Street. Acceptable routes to and from the facility are as follows:

To enter facility:

North on 30th Street
West on E Street
North on 28th Street

To exit facility:

South on 28th Street
East on C Street
South on 29th Street

The Contractor shall be assessed an administrative penalty of $500 for each Contractor or subcontractor dump truck that uses 28th Street South of E Street to enter or exit the Bell Marine Co., Inc/Harbor Sand and Gravel.

9.4 CERTIFICATE OF COMPLIANCE

The Contractor shall provide the Engineer with a manufacturer's "Certificate of Compliance" at the Engineer's request within two weeks. The Certificate of Compliance shall clearly show that the material, equipment and/or work is in compliance with the tests and specifications set forth in these contract documents.

9.5 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.015 "Final Pay Items" of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

9.6 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment, materials, or supplies to be considered as an approved equal must be submitted to the City contact listed in PREBID INTERPRETATION OF CONTRACT DOCUMENTS, for approval no less than ten (10) calendar days prior to the bid opening date. If the City finds said equipment, materials, or supplies to be acceptable, an addendum will be issued notifying all bidders by the close of business on Friday before the bid opening date. If there is no addendum accepting an approved equal, bidders shall submit bids based on the original specified equipment, materials, or supplies.

9.7 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, commercial operations and access to adjacent business owners, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof.

1. At a minimum the Contractor shall coordinate his operations with the following:

- Underground Service Alert

  Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.

  - Pacific Gas & Electric

    Contractor is required to positively locate the 16" gas transmission line within project limits adjacent to any proposed excavation. Contractor shall contact Pacific Gas & Electric (PG&E) transmission staff and distribution staff a minimum of 48 hours prior to potholing activities.

    Contractor shall contact PG&E a minimum of 48 hours prior to any excavation within 10' of the existing 16" transmission gas main so PG&E staff can be made available for standby inspection during construction activities.

    Upon selection, Contractor shall provide to the City and PG&E an equipment list that is intended to be used over the gas pipeline. At the discretion of PG&E and per the direction of the City, the contractor-proposed equipment may need to be downsized to alleviate pipeline loading concerns. Use of smaller equipment will not result in additional costs incurred by the City and will be at the contractor's sole expense.

    Extreme caution is to be exercised for all construction activities in proximity to the existing PG&E 16" gas transmission line. It is the Contractor's responsibility to positively locate the facility and ensure that the work is in accordance with the specifications contained in the Highway Construction Contract.

- Sacramento Municipal Utility District (SMUD)

  Contractor shall contact Don French, SMUD, at (916) 732-5219 at least 2 months before any excavation, service hook-up is required, or before service disconnect is required.

  - City Solid Waste Division

    Contractor shall notify the Superintendent of Collection or Refuse Collection General Supervisor, at (916) 808-4952, a minimum of at least 7 calendar days prior to beginning work.

  - City Street Division

    Contractor shall notify the Section General Supervisor, at (916) 808-6333, a minimum of at least 7 calendar days prior to beginning work.

  - City Sewer and Drainage

    Contractor shall notify Simon Wan, via the Engineer, a minimum of five (5) working days before any sewer or drainage work begins at (916) 808-4023.

  - City Water

    Contractor shall notify Edgar Bazan, via the Engineer, a minimum of five (5) working days before any water work begins at (916) 808-6487.

- City Parking Division
  Contractor shall contact Staci Hovermale, at (916) 808-5047, a minimum of seven (7) calendar days prior to beginning work affecting on-street parking.

- Sacramento Regional Transit (Sac RT)
  At least ten (10) working days prior to working on Lampasas Avenue and Rio Linda Boulevard, the Contractor shall contact the Regional Transit (RT) Dispatcher at (916) 321-2897 and notify RT that traffic restrictions will be in effect and that bus stops may be temporarily out of service.

2. A minimum of fourteen (14) calendar days prior to commencing work, the Contractor shall coordinate operations with the following City Divisions:
   - City of Sacramento Traffic Operation Center
     Contractor shall notify Ryan Billeci, via the Resident Engineer, a minimum of five (5) working days before any signal work begins at 808-6796

   - City Traffic Signal and Street Lighting Maintenance Shop
     Contractor shall notify Xavier Covarrubias, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-3719.

3. A minimum of fourteen (14) calendar days prior to commencing work at the driveways for the gas station and/or smoke shop, the Contractor shall coordinate planned construction activities that impact business access with business operators. Every effort shall be made to minimize impacts to business operations and site access.

The Contractor shall be responsible for any garden refuse piles, which are inadvertently placed in the street between the time of City pickup and the Contractor's work. The cost for removing garden refuse piles shall be included in the unit prices bid for the various items of the proposal.

The cost of coordination shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

9.8 PROJECT SCHEDULING

The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 5 days of the Engineer's written request at any other time. The Contractor shall furnish the schedules on a form of his choice. The progress schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start the features of the work, identify the critical path of work, and the contemplated dates for completion of the work. The schedule of values is submitted for use in determining progress payments. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

The Contractor shall submit, review and update a project schedule in accordance with Section 7-2 of the Standard Specifications. Subsequent to the time that submittal of a progress schedule and a

schedule of values is required in accordance with these specifications, no progress payments will be made prior to the submittal of an acceptable project schedule.

9.9 PROTECTION OF EXISTING IMPROVEMENTS

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for their accuracy.

The Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 and Section 4217.

Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, grass, fences, mail boxes, walls and other improvements including existing pavements, sidewalks, street improvements, sprinkler systems and underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period.

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.

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

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

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

The cost of relocating existing overhead or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

No compensation will be paid to the Contractor for the maintenance and protection of existing utilities and facilities. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

9.10 TAFFIC CONTROL, PUBLIC SAFETY AND CONVENIENCE

The contractor's attention is directed to Sections 6 and 7 of the Standard Specifications.

The contractor shall adhere to guidelines as stated in Section 12.20.030 of Title 12 of the Sacramento City Code pertaining to Traffic Control Plan – Requirements and shall conform to the current edition of the California MUTCD. Particular attention is directed to Chapter 6D – Pedestrian and Worker Safety and Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians.

Traffic Control Systems shall conform to the provisions in Section 6-10, "Traffic Control Requirements," of the Standard Specifications and these Special Provisions. Included in this bid item is the preparation, revision, and implementation of a traffic control plan and a detour plan, and no additional compensation will be provided to the Contractor therefor.

Contactor shall be solely responsible for furnishing, installing and maintaining all warning signs and devices necessary to safeguard the general public and the work and for providing proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and shall not be limited to working hours. The use of flaggers, barricades, construction signing, and any other traffic control devices shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (M.U.T.C.D).

ACCESS TO DRIVEWAYS, HOUSES AND BUILDINGS

Access and passable grades shall be maintained at all times for business establishments during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained to fire hydrants, homes, commercial and industrial establishments. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the City prior to construction activities. Ramps and driveways shall not have "lips" or elevation differences greater than three-eighths of an inch (3/8"). When abutting property owner's access across the right-of-way line is to be eliminated, repaired, or replaced under the Contract, the existing access shall not be closed until their replacement access facilities are completed and functional.

ERECTION OF SIGNS TO EXPEDITE PASSAGE OF VEHICLES

The Contractor shall erect such warning and directional signs as necessary or as directed by the Engineer for expediting the passage of public traffic through or around the Work and the approaches.

TRAFFIC CONTROL AND DETOUR PLAN

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. Revisions to the plan shall be submitted no less than three (3) working days prior to related work. A copy of the Traffic Control Plan and Detour Plan shall be available on site at all times. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

The contractor shall adhere to guidelines as stated in Section 12.20.030 of Title 12 of the Sacramento City Code pertaining to Traffic Control Plan – Requirements and shall conform to the current edition of the California MUTCD. Particular attention is directed to Chapter 6D – Pedestrian and Worker Safety and Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians.

The traffic control and detour plans and schedule shall be developed with the following requirements:

1. Working hours shall be between 8:30 AM and 4:00 PM Monday through Friday, unless otherwise approved by the Engineer.

2. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the Contractor.

3. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

4. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.

5. Residential driveways may only be closed after giving property owners 24-hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

6. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' at least five (5) calendar days in advance. All work impacting businesses shall be done in an expeditious manner so as to cause as little inconvenience to the business' patrons as possible.

7. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs. The contractor must place Portable Changeable Message Signs at each end of Rio Linda Boulevard and Lampasas Avenue (four (4) total PCMS) notifying the traveling public of the planned road work a minimum of two weeks prior to breaking ground. The PCMS shall remain in place for the duration of the road work.

Comply with Section 12-3.12 "Portable Changeable Message Signs," of the State Standard Specifications.

Portable Changeable Message Signs shall be placed on a traveled way as follows:

1. Sufficient weight bearing capacity to support portable changeable message sign
2. Slope not greater than 6:1 (horizontal: vertical)

Upon request, submit a Certificate of Compliance for each portable changeable message sign in accordance with Section 6-3.05E, "Certificates of Compliance," of the State Standard Specifications.

Comply with the manufacturer's operating instructions for portable changeable message sign.

Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. You may use more than 1 portable changeable message sign to meet this requirement.

Only display the message as directed by the Engineer or specified in these special provisions. The message shall warn passing motorists, cyclists, and pedestrians of the planned road work and provide work dates.

The text of the message displayed on portable changeable message sign must not scroll or travel horizontally or vertically across the face of the message panel.

Continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase.

If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be a minimum 18-inch character height. If useable shoulder area is less than 15 feet wide, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way.

The contractor must immediately comply with the Engineer's request to modify the displayed message.

Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way.

Unless placed in on-street parking, use traffic control for shoulder closure to delineate portable changeable message sign.

Changeable message signs shall be shown in the traffic control plan and placed where approved by the Engineer. The message on the changeable message sign shall be approved in writing by the Engineer two days prior to installment on the roadway. **If the Contractor fails to install changeable message signs per these guidelines, the Contractor shall pay $1,000 per day per street as an administrative penalty for Violation of Repair of Traffic Control Systems per Section 12.20.050 of the City Code, for each day the work is being performed.**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in traffic control, public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

9.11 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

The Contractor may use concrete slip form machines to construct concrete curbs, gutters and sidewalks. The Contractor must maintain proposed lines and grades as shown on the plans. For

curbs constructed on existing pavements, the contractor must construct the curb to eliminate any uneven lines and top of curb grade elevations. If in the sole discretion of the Engineer, these lines and grades are not maintained, the Contractor shall remove and replace the concrete at his/her costs.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

9.12 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor's construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

9.13 PUBLIC NOTIFICATION

The Contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, 7 days a week.

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

9.14 REMOVAL OF ON-STREET PARKING

In Non-Metered Parking Areas:

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50- to 60-foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones. "NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require rescheduling of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and payment of all fees required to perform all work, as specified in these Special Provisions and as directed by the Engineer and shall be considered as included in the prices paid for the various contract items of work. No additional compensation will be allowed therefor.

9.15 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

Equipment list and drawings shall be in accordance with Section 34-3 of the Standard Specifications and these Special Provisions.

Unless otherwise permitted in writing by the Engineer, the Contractor shall, within twenty (20) days following notification of award of the contract submit to the Engineer for approval a listing of equipment and material which he/she proposes to furnish and install. The list shall be complete as to name of manufacturer, size and catalog number of unit, and shall be supplemented by other data, including detailed scale drawings and wiring drawings. A minimum of five (5) copies of the above data shall be submitted to the Engineer for review and approval.

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, signal heads, standards, electroliers, luminaries, service pedestal and all other electrical equipment indicating that the orders for the materials required for this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.

The Contractor shall review the Quality Assurance Program section 5.7 of these Special Provisions for materials requiring certificates of compliance (COCs); submit COCs with material submittals. The Contractor shall submit to the Engineer Certificates of Compliance/Buy America Certificates for Materials and a statement from each vendor supplying steel and iron materials indicating that the orders for the materials required for this contract have been received and accepted by said vendor and comply with Buy America requirements. The confirmed date of delivery to the contractor shall be indicated on the statement.

All substitutions are subject to the approval of the Engineer.

In addition to the above, the Contractor shall submit the following, as applicable:

- Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1)
- Proof of Prompt Payment to All Subcontractors
- Trainees/Apprentices Training Plan
- Any other items required by the City

9.16 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.

9.17 RECORD DRAWINGS

Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all facilities as-built. Drawings shall be kept current weekly, with all work instructions and Change Orders, accommodations, and construction adjustments. Drawings shall be subject to the inspection by the Engineer at all times, and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to City's acceptance of the Work, Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings, accurately showing all the information required above. If the Engineer does not approve the record drawings, Contractor shall revise and resubmit the record drawings as necessary to obtain the Engineer's approval. If Contractor fails to comply with the requirements of this section, the City may deduct and retain the cost of preparing the record drawings from the Contract.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

9.18 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

9.19 PAVEMENT CUTTING AND RESTORATION

Pavement cutting and restoration shall conform to the provisions of Section 13-4 of the Standard Specifications and these Special Provisions.

No pavement cutting shall precede pavement excavation by more than seven (7) calendar days unless approved by the Engineer. Prior to excavation in paved areas, pavement will be broken within the limits of expected excavation so as to prevent lifting of the pavement during excavation. Prior to restoration, the pavement shall be sawed or scored with an abrasive type pavement cutter (maximum blade width 1/4"). The proper tools and equipment shall be used so that the pavement will be cut to a neat and straight line six inches (6") beyond the limits of actual excavation.

Where pavement cutting takes place more than five (5) calendar days before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins.

Where the limits of excavation are located within twelve (12") of the edge of existing pavement or lip of the curb and/or gutter, the existing pavement within this twelve-inches (12") shall also be removed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for all work involved in this item shall be considered as included in the unit price bid for roadway excavation and removing and replacing asphaltic concrete pavement.

9.20 PROTECTION OF TREES

During construction the Contractor shall protect existing trees to remain. All work near the trees shall be coordinated by the Contractor with the City Arborist, at urbanforestry@cityofsacramento.org. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

Trees to be preserved within or adjacent to the construction area and shall be protected from disturbance prior to and throughout construction.

A tree protection zone (TPZ) is to be established, with the limit being defined as they are within the outermost circumference of the canopy. Any work performed within the TPZ shall be monitored by a International Society of Arboriculture Certified Arborist or an ASCA Registered Consulting Arborist (project arborist). Excavation within the TPZ shall employ hydro-excavation or hand digging.

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately, and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

Any necessary tree pruning, including pruning for clearance for equipment or for structures shall be supervised or performed by the project arborist who shall be an International Society of Arboriculture Certified Arborist or an ASCA Registered Consulting Arborist. If the pruning will occur on a City street tree or a private protected tree, a separate tree permit from Urban Forestry will be required.

The contractor shall be financially responsible for any damage to the city trees associated with the project. Accidental or negligent actions that damage city trees may result in a penalty. The monetary value of any such damages will be appraised by the City Urban Forester or his authorized representative and shall be expressed as the monetary equivalent of all labor and materials required to bring the tree in question to a state of comparable utility with regards to its condition and function prior to the beginning of the project. Trees damaged by the Contractor during construction

activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

9.21 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment, as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, Kevin Hocker, phone number 808-4996 and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others.

It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.

Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

9.22 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

If artifacts or stone, bone, or shell are uncovered during construction activities, the Contractor shall stop work within 100 feet of the find and notify the City, who will consult with a qualified archaeologist for an on-the-spot evaluation. Additional mitigation of the archaeological site will be the responsibility of the City. If bone is found and it appears to be human, the City will notify the Sacramento County coroner and the Native American Heritage Commission (916-322-7791).

9.23 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.

9.24 PERMITS AND STAGING AREA

If the Contractor decides he/she needs additional working easement areas, work sites or material sites to facilitate his operation, it shall be his sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and material sites.

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property.

Prior to work within the City-owned property, a right of entry must be obtained through the City of Sacramento Real Estate division. Contact Richard Sanders (916) 808-7034, RSanders@cityofsacramento.org, and submit a written application for right of entry a minimum of 2 weeks prior to required entry.

An application for the right of entry must detail the full legal name of the company, the company's main point-of-contact, the name of the person(s) responsible for signing the right of entry including

his or her title, dates and durations of requested entry, activities requiring entry, proposed work hours, a description of any materials and equipment to be stockpiled and areas where stockpiles will be kept depicted on a detailed aerial exhibit, fueling or maintenance operations planned, and any other potentially hazardous materials that may be located on site, as well as any other pertinent information related to the project that should be disclosed.

All areas lying outside of the street right-of-way which are affected by the work shall be restored to the same, or better condition existing prior to the commencement of the work, to the satisfaction of the Engineer.

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

9.25 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the work. Storage of equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City.

The Contractor shall obtain written permission prior to storing material and equipment on private property. A copy of the written permission shall be given to the Engineer prior to start of any work. Upon completion of use of private property, for storage of material and equipment, the Contractor shall provide to the Engineer a notice signed by the property owner that the site has been cleaned to his/her satisfaction. The Engineer may stop all work until the Contractor submits a copy of the written permission to the Engineer.

The Contractor shall be responsible for the control of dust and warning signs within the limits of his staging area at all times. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust. The Contractor shall not start any work prior to 8:30 AM unless otherwise approved by the Engineer.

The Contractor shall submit "Storage of Materials and Equipment Plan" for approval by the Engineer prior to commencing work. The plan shall include location, entry date and exit date at material stockpile locations, and a site maintenance plan. Additionally, the plan shall be developed to minimize impacts to driveways, residents and the general public during work and non-work hours.

If the Contractor fails to comply with the approved "Storage of Material and Equipment Plan", the Contractor shall pay liquidated damages of $1,000 per infraction.

9.26 WEEKEND WORK

The Contractor has the option of performing weekend work in commercial areas or around schools, which are closed on Saturdays and Sundays at no extra cost to the City, and if approved by the Engineer.

Weekend work shall be completed between the hours of 7 A.M. and 7 P.M. unless otherwise approved by the Engineer. The Contractor shall request approval for weekend work a minimum of one week in advanced of planned weekend work.

The Contractor will be required to compensate the City for costs associated with construction inspection during approved weekend work unless approved otherwise by the engineer.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to perform all work involved with weekend work as specified in these Special Provisions and as directed by the Engineer and shall be considered as included in the price paid for the various contract items of work. No additional compensation will be allowed therefor.

9.27 TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be furnished and placed, maintained, and later removed as specified in these Special Provisions and as directed by the Engineer.

The following markers are approved for use on City of Sacramento street resurfacing projects:

- Temporary Overlay marker (Types Y and W) manufactured by Davidson Plastics Company, 18726 East Valley Highway, Kent, Washington 98032, phone (206) 251-8140.

- Safe-Hit Temporary Pavement Marker manufactured by Safe-Hit Corporation, 1930 West Winton Avenue, Building #11, Hayward, CA 95545, phone (415) 783-6550.

- Swareflex Pavement Marker (Models 3553, 3554, Cat Eyes Nos. 3002 and 3004), manufactured by Swareco and distributed by Servtech Plastics Inc., 1711 South California Street, Monrovia, CA 91016, phone (818) 359-9248.

- Stimsonite Construction Zone Marker (Model 66) manufactured by Amerace Corporation, Signal Products Division, 7542 North Natchez Avenue, Niles, IL 60648, phone (312) 647-7717.

- Flex-O-Lite Raised Construction Marker (RCM) manufactured by Flex-O-Lite, Lukens Company, P.O. Box 4366, St. Louis, MO 63123 0166, phone (800) 325-9525.

- 3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, phone (916) 924-9605.

- MV Plastics Chip Seal Marker (1280/1281 Series with Reflexite Polycarbonate, PC 1000, reflector unit), manufactured by MV Plastics, Inc., 533 W. Collines Avenue, Orange, CA 92667, phone (714) 532-1522.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to

the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used.

Temporary pavement markers shall be placed immediately after removal of striping. Temporary markers shall be removed immediately before resurfacing. Temporary markers shall be placed immediately after resurfacing or just before existing streets that are open to public traffic prior to final striping. For all stop lines, limit lines, undulations and crosswalks, markers shall be placed every 3 feet along the width of the roadway. For all lane line delineation, including centerline, lane lines and bike and parking lanes on a street where the speed limit is 40 MPH or more, temporary pavement markers shall be placed a maximum of 48 feet apart. Where speeds are less than 40 MPH, markers shall be placed a maximum of 24 feet apart. The Contractor shall be responsible for maintaining the temporary pavement markers until final striping is in place. Temporary pavement markers that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his/her expense.

Barricades shall be placed at each end of each undulation or speed hump facing traffic with an advance speed hump warning sign until final striping is placed.

When no longer required for the work as determined by the Engineer, temporary pavement markers shall be removed in accordance with the provisions in Section 15-2, "Miscellaneous Highway Facilities," of the State Standard Specifications, except as otherwise provided herein. All temporary pavement markings shall be removed by the Contractor responsible for placing the permanent markings before leaving the site.

Standard paint will not be allowed to provide temporary striping and markings. Chalk paint may be used in some instances if approved by the Engineer. If chalk paint is approved, the Contractor will make every effort to place chalk in locations where the permanent striping and markings will be placed.

Payment shall include full compensation for furnishing, placing, maintaining, removing, and disposing of temporary pavement markers and shall be considered as included in the prices paid for the various contract items. No additional compensation will be allowed therefor.

9.28 CLEANING UP

The Contractor shall not allow the site of the work to become littered with trash, debris, garbage or waste material, but shall maintain the site in a neat, orderly and healthful condition until completion and acceptance of the work. The Contractor shall clean the work site and all ground occupied by him in connection with the work of all rubbish, excess materials, falsework, temporary structures, construction markings (by the Contractor or for his benefit) and equipment immediately upon completion of each operation of the work. All parts of the work shall be left in a neat and presentable condition. If the Contractor fails to comply with Section 1.17 of these Specifications, the Contractor shall pay an administrative penalty of $1,000 per infraction. Full compensation for cleaning up is included in the price paid for the various Contract items of work and no separate or additional payment shall be made for cleaning up.

The City shall remove and dispose of any garden refuse piles placed in the street. Contractor is required to coordinate with Solid Waste pick-up schedule (See section 1.11: Coordination).

9.29 EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

Contractor shall submit a water pollution control plan identifying all BMPs to be placed. This work shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

SECTION NO. 10 - ITEMS OF THE BID PROPOSAL

ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall conform to Section 11 of the Standard Specifications.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in taking preconstruction photographs as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 2 - MOBILIZATION

Mobilization shall conform to Section 9 of the State Standard Specifications and these Special Provisions. No additional compensation for delay or remobilization will be allowed.

Payment shall be at the lump sum bid price and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilizing the contractor for work as shown on the Drawings, as specified in these Special Provisions or as directed by the Engineer.

ITEM NO. 3 - CONSTRUCTION STAKING

Construction staking shall conform to Section 5-1.24 of the State Standard Specifications, Section 5-5 of the Standard Specifications, and these Special Provisions.

Payment shall be at the lump sum bid price and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in construction staking, as specified in these Special Provisions or as directed by the Engineer.

ITEM NO. 4 - TRAFFIC CONTROL SYSTEM

Traffic control system shall conform to Section 12 of the State Standard Specifications, Section 6-10 of the Standard Specifications, and these Special Provisions.

Construction Area Signs shall be included in Traffic Control System and shall conform to Section 12-3.11 of the State Standard Specifications, Section 6-10 of the Standard Specifications, and these Special Provisions. Construction area signs are to be shown on the Contractor-prepared traffic control plans and shall be in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices and the State Standard Plans and Specifications.

Measure A Funding Sign shall be included in Traffic Control System and shall conform to the State Standard Specifications, the Standard Specifications, and these Special Provisions. Contractor shall prepare shop drawings for approval, fabricate, and install three (3) Measure A funding signs within the construction area facing traffic entering the construction area, at locations as directed by the Engineer. Funding signs to be sized and designed in accordance with the State Standard Plans and Specifications for Construction Project Funding Identification Signs.

Portable Changeable Message Signs shall be included in Traffic Control System and shall conform to Section 12-3.32 of the State Standard Specifications, the Standard Specifications, and these Special Provisions. Contractor to furnish up to four (4) portable changeable message signs, to be placed as directed by the Engineer.

Payment shall be at the lump sum bid price and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in traffic control system, including preparing traffic control plans and furnishing, placing, maintaining, and relocating traffic control devices, including all necessary temporary signs, posts/supports, and portable message signs (4 PCMS), preparing, fabricating, and installing three (3) Measure A funding signs, as specified in these Special Provisions or as directed by the Engineer.

ITEM NO. 5 - CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 7-1.02 of the State Standard Specifications, the Standard Specifications, and these Special Provisions.

Payment shall be at the lump sum bid price and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in clearing and grubbing, as specified in these Special Provisions or as directed by the Engineer.

ITEM NO. 6 - ROADWAY EXCAVATION AND GRADING

Excavation and grading shall conform to Section 14 of the Standard Specifications and these Special Provisions.

Excavation shall include saw-cutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), native material and soil to allow construction of improvements to the lines and grades shown on the Plans. This item shall include grading behind the proposed sidewalk necessary to match the existing grades and improvements.

This work shall include excavation and grading necessary to construct the proposed street section, ditch grading and ditches, median, curb, gutter, sidewalk, driveways, walkways and shall include finish grading to match the back of sidewalk to surrounding grade using a maximum 4:1 slope per the construction plans. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans.

All existing asphalt pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans and in accordance with Section 13 of the Standard Specifications. The City makes no warranty on the existing asphalt structural section that may or may not include pavement fabric. No additional compensation will be provided to the Contractor if pavement fabric is encountered during roadway and excavation and grading operations.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The Contractor shall exercise extreme care to avoid damaging the curb and gutter lips, sidewalks, and planting areas during excavation operations. Gutter lips damaged by the Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer's direction. The cost of repairs to damaged curb and gutter shall be considered as included in this item, and no separate payment shall be made therefor.

Payment shall be made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading shall be included in the unit bid price for this item and shall not be made separately.

Payment shall be based on final pay quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with roadway excavation and grading as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - ROADWAY IMPORTED FILL

Roadway imported fill shall conform to Section 14 of the Standard Specifications, Section 19-7 'Borrow Material' of the State Standard Specifications, and these Special Provisions.

Payment shall be made at the unit price per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with roadway imported fill as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - REMOVE PALM TREE

Remove palm tree shall conform to the State Standard Specifications, the Standard Specifications, and these Special Provisions.

Payment shall be at the unit bid price per each and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing palm tree, including grinding the stump, as specified in these Special Provisions or as directed by the Engineer.

ITEM NO. 9 - TRUNCATED DOMES ON NEW RAMPS

Cast in place Truncated Domes on new ramps shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

Detectable Warning Tiles (truncated domes) shall be Armor Tile, ADA Solutions or approved equal, as manufactured by Engineered Plastics Inc or ADA, Sound Amplifying, Color Federal Yellow. Detectable Warning Tiles shall have a five (5) year written warranty.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. Detectable warning and installation shall have a five (5) year written warranty.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with installing cast in place truncated domes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - COLD PLANE (3" DEPTH)

Cold plane shall conform to the State Standard Specifications, Section 22-5 of the Standard Specifications, and these Special Provisions.

Payment shall be at the unit bid price per square yard and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in cold plane existing AC pavement, as specified in these Special Provisions or as directed by the Engineer.

ITEM NO. 11 - ASPHALT CONCRETE (1/2") PAVEMENT TO PLACE

Asphalt concrete shall be Type A, 1/2" maximum aggregate and shall be placed as shown on the Plans, including the 3" overlay and plug paving, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

Payment shall be at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all

work involved in placing hot mix asphalt concrete pavement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 12 - AGGREGATE BASE CLASS 2 TO PLACE

Class 2 aggregate base shall be placed as shown on the Plans and conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

This item shall include placing Class 2 aggregate base in the pavement section, shoulder area, and under the proposed curb, gutter, sidewalk and median paving.

Payment shall be made at the unit price bid per cubic yard in place determined by dimensions shown and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing aggregate base Class 2, including compaction per the City's Quality Assurance Program (QAP) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 13 - 4" PCC SIDEWALK TO CONSTRUCT

Portland cement concrete (PCC) sidewalk shall be constructed as shown on the Plans, City Standard Details, or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Sidewalk transitions to driveways (curb ramps) shall be included in this bid item. The PCC between the curb ramps (vehicular path) is considered a commercial driveway, and is included in various other bid items.

The sidewalk portion of the curb ramps shall be paid under this item of the proposal. The curb ramps shall be constructed where shown on the Plans or as directed by the Engineer.

At locations where curb ramps or sidewalks are being retrofitted into existing sidewalk areas, sidewalk shall match existing color by adding one pound of lamp black per cubic yard of concrete.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

Payment for 4" PCC Sidewalk to Construct shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 4" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and the City Standard Details, and as directed by the Engineer.

ITEM NO. 14 - 4" PCC STAMPED MEDIAN CONCRETE TO CONSTRUCT

Stamped concrete (4" thick) shall be constructed where shown on the Plans as hardscape. Contractor shall submit a color sample per the Specification to the Engineer for review and approval prior to placement. Color to be "Red Brick".

The Stamped Concrete section shall consist of 4" Stamped Concrete over 4" AB Class 2. The AB Class 2 is paid for under a separate item of work. Paving work shall include deep tool joints (1" min. deep) at 10' on center maximum. Expansion joints shall be placed adjacent to all vertical surfaces.

Materials:

Provide and install all Stamped Concrete Color Hardener and release agents. Color Hardener shall be regular grade and Release Agent shall be a dry powdered, colored agent used to facilitate release of the imprinting tools from concrete surface, and to provide moderate color variations to the textured surface. Provide and apply sealer. All edges of all imprinted slabs shall be left uncolored (e.g. adjacent concrete curbs).

Concrete shall have a minimum compressive strength of 3,500 psi. Portland cement shall conform to ASTM C 150 Type I, II, or V, depending on soil conditions. Install in a separate pour from the curb.

Expansion Joint Fillers: ASTM D 994; asphaltic compound strips, ½" thick unless otherwise noted, precut to proper size; on-grade slabs, walks, curbs, gutters, and similar flatwork where joints are not otherwise noted or specified.

Coloring, Imprints, Curing and Sealing Materials:
Color Hardener: The concrete shall be colored with "Brick Red" Color Hardener (Regular Grade). Pattern shall be Brick Red 4-inch by 8-inch running bond pattern, stamped perpendicular to adjacent concrete curb. See Plans.

All paving shall be reinforced with 10 gauge welded wire fabric, 6" X 6" grid openings. Set fabric in center of concrete section.

All stamped concrete shall be sealed in accordance with the manufacturer's recommendations, and as noted below.

Installation:

The area to receive stamped concrete shall have the sub-grade prepared as required in Sections 14 and 24 of the Standard Specifications these Specifications, the Plans and these Special Provisions.

Placing:
Formwork shall be installed in accordance with the City of Sacramento Standard Specifications and as noted in these provisions.

Absorbent forms shall be thoroughly wetted before concrete is placed. Aggregate base/sand beds for slab-on-grade shall be moist but not saturated when concrete is placed.

Placing of concrete shall be done immediately after mixing. No concrete shall be placed or used after it has begun to set and no retempering will be allowed. The method used in placing shall be such that concrete is conveyed to place and deposited without separation of the ingredients. No concrete shall be placed with a free unconfined fall in excess of five (5) feet not shall it be allowed to cascade through reinforcing steel in such a manner as to promote segregation. So not support runways on reinforcing steel.

Splash or accumulations of hardened or partially hardened concrete shall be removed. Contact faces of forms for exposed concrete shall be protected from splash during placing of adjacent concrete. Concrete containing piping shall be placed in a manner that will prevent damage to pipes.

Placing of concrete shall be carried on in a continuous operation without interruption until placing of course, section, panel or monolith is completed.

Distribution of concrete shall be even and continuous and no pour joints shall show. Before a pour is started, make certain that adequate equipment, workers and concrete will be available to pour in cycles, which will permit proper and thorough integration of each layer on concrete. Upon stopping of pour, the top surface shall be on a level. Points of deposit in walls shall be spaced so that it will not be necessary for concrete to flow laterally more than 24 inches.

No concrete shall be placed for any element until reinforcing of same is fastened in place and until forms are complete. No concrete shall be placed before work that is to be embedded has been set. Notify other crafts so they may deliver anchors, inserts, etc., or other work to be embedded in ample time and also notify them when their assistance is setting is required. Reinforcing or other materials that have been set in place shall not be disturbed.

No pipes except electrical conduits 1-1/4" and less in diameter shall be embedded in structural concrete. Before placing concrete, such pipes and large conduits shall be sleeved providing ½" clearance, minimum all around. Sleeves shall be positioned so as not to impair strength of surrounding elements. Sleeves and inserts will be provided and set under the other section of the work.

Remove debris, mud and water from places to receive concrete. Verify depths of any depressed slab conditions for suitability with type and method of surfacing to be applied over the concrete.

Install various inserts, anchorages, etc., required by public and private utility companies to accommodate miscellaneous metal items and equipment furnished by them.

Concrete splash and/or grout shall be removed from surfaces that will receive finish. Provided protection of all finished surfaces so not to splash concrete on other finishes.

Place no concrete in water unless written permission form Structural Engineer has been obtained.

Maintain continuous and accurate log of placing of concrete in structure.

Notify Engineer 48 hours minimum prior to placing of any concrete.

Provide continuous inspection during the placement of concrete.

Provide reinforcement to paving as noted above.

Place, screed, and slope paving to finished grade, and floated to a uniform surface using standard finishing techniques.

Vibration and Compaction:
Concrete shall be thoroughly compacted be means of internal mechanical vibrators. Place vibrators directly in concrete at 18" to 30" intervals, for a period of approximately 5-15 seconds and withdraw slowly, or as directed, depending on the consistency of the concrete. One vibrator will be required for each location where simultaneous placing takes place, to ensure thorough vibrating of all sections. Provide sufficient spare vibrators on the job so as to have them readily available in case any vibrator in use should cease to function properly. If original spare vibrators must be used, provide additional spares. Under no condition shall vibrator be placed against reinforcing steel or attached to forms. Vibrators may not be used to transport materials.

Vibrator shall be of the flexible immersion type having frequency of not less than 7000 rpm.

Voids and rock pockets shall be eliminated; voids and rock pockets in exposed concrete may be cause to reject that portion of the Work.

Construction Joints:
Placement of construction joints and the manner in which they are provided shall be only as approved or as shown on the Drawings. Construction joints shall be as few as possible and will not be permitted simply to save forms. Submit shop drawings of construction joints showing proposed locations and details. Submit for review prior to forming or placing concrete.

Construction joints, including keys, shall be cleaned and roughed by removing entire surface and exposing clean aggregate, solidly embedded, by means of sandblasting or other approved methods. Forms and reinforcing shall be cleaned of drippings, debris, etc. Just before starting of new pour, horizontal surfaces shall be covered with ½" to 1" thickness of grout that is composed of cement and fine aggregate of the same proportion as that used in concrete work, but omitting the 1 ½ " aggregate when 1 ½" is the maximum size or omitting half of the ¾" aggregate where ¾' is the maximum size. Proportions will be determined by the testing agency.

Expansion Joint Fillers:
Place filler material so that the top of the surface is level and aligned uniformly ¼" below adjacent concrete surface; provide where walks abut vertical surfaces, at not over 20 foot centers horizontally in paving, and at other locations so noted on the Drawings. Follow Drawings for pattern, where indicated; where not indicated, coordinate locations with Engineer before proceeding.

Color Hardener shall be applied evenly to the surface of the fresh concrete by the dry-shake method using a minimum of 60 pounds per 100 square feet. It shall be applied in two or more shakes, floated after each shake and troweled only after the final floating. Prior to shake, thoroughly mask off adjacent concrete not intended to be colorized.

Clear Liquid Release Agent shall be applied evenly to the troweled surface prior to imprinting.

While still in its plastic stage of set, the imprinting tools shall be applied to the surface.

After the initial curing period, the surface of the slab shall be sealed with Color over the red brick for antiquing and penetrating sealer.

Payment for 4" PCC Stamped Median Concrete to Construct shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in constructing colored concrete as shown on the Plans, as specified in these Special Provisions and the City Standard Details, and as directed by the Engineer.

ITEM NO. 15 - CURB AND GUTTER TYPE 1 TO CONSTRUCT

Portland cement concrete curb and gutter type 1 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter transitions to existing curb and gutter of a similar type shall be paid for with this item of work.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp black per cubic yard of concrete.

Payment for Curb and Gutter Type 1 to Construct shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type 1, including transitions to existing type 1 curb and gutter, as shown on the Plans, as specified in these Special Provisions and the City Standard Details, and as directed by the Engineer.

ITEM NO. 16 - CURB AND GUTTER TYPE 2 TO CONSTRUCT

Portland cement concrete curb and gutter type 2 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of the curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp black per cubic yard of concrete.

Payment for Curb and Gutter Type 2 to Construct shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type 2 as shown on the Plans, as

specified in these Special Provisions and the City Standard Details, and as directed by the Engineer.

ITEM NO. 17 - CURB TYPE 3 TO CONSTRUCT

Portland cement concrete curb type 3 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

Payment for Curb Type 3 to Construct shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 3 as shown on the Plans, as specified in these Special Provisions and the City Standard Details, and as directed by the Engineer.

ITEM NO. 18 - CURB TYPE 4 TO CONSTRUCT

Portland cement concrete curb type 4 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

Payment for Curb Type 4 to Construct shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 4 as shown on the Plans, as specified in these Special Provisions and the City Standard Details, and as directed by the Engineer.

ITEM NO. 19 - CURB TYPE 14 TO CONSTRUCT

Portland cement concrete curb type 14 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

Payment for Curb Type 14 to Construct shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 14 as shown on the Plans, as specified in these Special Provisions and the City Standard Details, and as directed by the Engineer.

ITEM NO. 20 - RETAINING CURB TO CONSTRUCT

Portland cement concrete retaining curb shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Payment for Retaining Curb to Construct shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and

for doing all work involved in constructing retaining curb, including reinforcement, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 21 - CONCRETE PEDESTRIAN PASSAGEWAY TO CONSTRUCT

Portland cement concrete (PCC) passageway shall be constructed as shown on the Plans, City Standard Details, or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

Payment for Concrete Pedestrian Passageway to Construct shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing PCC passageway as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Detectable warning surfaces and concrete curbs are included in separate bid items.

ITEM NO. 22 - COMMERCIAL DRIVEWAY TO CONSTRUCT

Portland cement concrete (PCC) commercial driveway shall be constructed as shown on the Plans, City Standard Details, or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Concrete curb and gutter, which is abutting concrete commercial driveway, it to be poured - monolithically.

Payment for Commercial Driveway to Construct shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing PCC commercial driveway as shown on the Plans, as specified in these Special Provisions and the City Standard Details, and as directed by the Engineer.

ITEM NO. 23 - DECOMPOSED GRANITE (STABILIZED)

Decomposed granite (stabilized), with solidifying emulsion, shall conform to Section 20-5.03D of the State Standard Specifications, the Standard Specifications, and these Special Provisions.

Payment for Decomposed Granite (Stabilized) shall be at the unit bid price per square foot and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in installing decomposed granite (stabilized), as specified in these Special Provisions or as directed by the Engineer.

ITEM NO. 24 - ADJUST SANITARY SEWER CLEANOUT TO GRADE

This item shall pay for adjusting existing sanitary sewer cleanout to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

Payment for Adjust Sanitary Sewer Cleanout to Grade shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in adjusting sanitary sewer cleanout to grade as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 25 - 12" RCP STORM DRAIN PIPE TO INSTALL

Install 12-inch reinforced concrete pipe (RCP) Class 3 and connections shall be included in this item. Storm drain pipe shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

If the depth of cover is less than 12 inches, the Contractor shall encase pipe with controlled density fill as specified in the General Requirements, "Trench Excavation and Backfill," herein or with concrete protective covering as specified in the Standard Specifications, Section 38, S-250. When the Engineer approves shallow placement of DI leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8 of the Standard Specifications.

When connecting to a manhole, all connections to the manholes not cast as part of the base shall be made by use of a coring machine and a "Cor-N-Seal" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

After mandrel inspection, the DI leads placed may be inspected by the City's Field Services Division utilizing a robotic T.V. camera. It shall be the Contractor's responsibility to coordinate the T.V. inspection with the Engineer.

This item shall also include the removal or abandonment of existing drain leads. Contractor shall remove pipe that is less than 2 feet from the finished surface. If pipes are deeper than 2 feet from the finished surface, it is the Contractor's option to remove or abandon existing leads (per Standard Specification 13-2(e)). All pipe removed shall become the property of the Contractor and disposed of away from the project site.

The lead invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.0025 ft/ft unless otherwise approved by the Engineer. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing, or altering drain inlet or lead elevations.

Payment for 12" RCP Storm Drain Pipe to Install shall be at the unit price bid per lineal foot of proposed 12" RCP storm drain pipe to install and shall include full compensation for furnishing all labor, materials, tools, surface restoration, equipment and incidentals and for doing all work involved in constructing 12" RCP storm drain pipe, including sawcutting, trenching, shoring, backfill, surface restoration and connection to structures, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 26 - DRAIN INLET TO REMOVE

This item shall include the removal of existing storm drain inlet as shown on the Plans. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Doug Henry, Drainage Superintendent (916) 433-6223.

Pavement cutting for the removal the drain inlet shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price indicated in the proposal per each drain inlet and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to remove this item.

ITEM NO. 27 - TYPE B DRAIN INLET TO CONSTRUCT

Type B Drain Inlets shall conform to Sections 20, 24 and 38 of the Standard Specifications.

Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place, maximum wall thickness shall be 8-inches.

The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ inch and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

The open back hood shall be cast iron or approved equal.

The vertical distance between the grate and the top of the hood shall be a minimum of 5" and a maximum of 8". If the top of the hood must be placed below the top of curb, there shall be a minimum 3" cover of concrete. One number 4 rebar shall be placed in the concrete and shall extend 12" on both sides of the hood. If the top of the hood is placed flush with the top of curb, the Contractor shall embed hood in concrete, 4 inches from the back of the hood extending 6 inches beyond both ends of the hood.

Drain lead shall be connected to drain inlet with approved waterstop cast into side wall with non-shrink grout. Waterstop shall have a minimum of 2-inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

Surface restoration shall be in accordance with the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to drain inlet removal and installation shall be paid for as part of this item.

Drain Inlets shall be labeled per the City Standard Specifications.

Payment for Type B Drain Inlet to Construct shall be at the unit price indicated in the proposal per each Type B drain inlet constructed and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to construct this item complete in place.

ITEM NO. 28 - ADJUST CITY STREETLIGHT VAULT

This item shall pay for adjusting existing City streetlight vaults to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

Payment for Adjust City Streetlight Vault shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in adjusting City streetlight vaults to grade as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 29 - REMOVE WATER VALVE (ASBESTOS CONCRETE PIPE)

This item shall pay for removing existing water valve and box and shall conform to the applicable requirements of Sections 13 and 27 of the Standard Specifications and these Special Provisions.

All material and debris associated with the Contractor's operation shall be removed and disposed of at an appropriate site. Removal of ACP will require special handling according to associated code.

Payment for Remove Water Valve (Asbestos Concrete Pipe) shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in removing water valve, including cutting and capping existing water lines, as necessary, developing work plan and removal and disposal at appropriate site, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 30 - STORM DRAIN MANHOLE TO CONSTRUCT

Storm drain manhole shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 25 of the Standard Specifications and these Special provisions.

Payment for Storm Drain Manhole to Construct shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in installing storm drain manhole as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 31 - ADJUST GAS VALVE LID TO GRADE

This item shall pay for adjusting existing gas valve boxes to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for protecting all gas valves and pipes from injury or damage during the construction operations.

All rubble and debris on the pull box floors associated with the Contractor's operation shall be removed and disposed of away from the project site.

Coordinate adjustment work and schedule with PG&E prior to adjustment.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in adjusting gas valve lids to grade as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 32 - ADJUST WATER VALVE LID TO GRADE

This item shall pay for adjusting existing water valve boxes to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for protecting all water valves and pipes from injury or damage during the construction operations.

All rubble and debris on the pull box floors associated with the Contractor's operation shall be removed and disposed of away from the project site.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in adjusting water valve lids to grade as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 33 - RECONSTRUCT EXISTING INLET GRATE AND FRAME

Reconstruct existing inlet grate and frame ("Modify to Field Inlet") shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 25 of the Standard Specifications and these Special provisions.

Payment for Reconstruct Existing Inlet Grate and Frame shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in reconstructing the existing inlet grate and frame as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 34 - ADJUST WATER METER LID TO GRADE

This item shall pay for adjusting existing water meter boxes to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for protecting all water valves, meters and pipes from injury or damage during the construction operations.

All rubble and debris on the pull box floors associated with the Contractor's operation shall be removed and disposed of away from the project site.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in adjusting water meter lids to grade as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 35 - 6" WATER VALVE TO INSTALL

6" water valve to install shall be constructed to the City Standard details and shall conform to Section 27 of the Standard Specifications and these Special provisions.

Payment for 6" Water Valve to Install shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in installing water valve, including cutting and capping existing water lines, plug tee fittings, bends and fittings, as necessary to install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 36 - ADJUST STORM DRAIN MANHOLE TO GRADE

This item shall pay for adjusting existing storm drain manholes to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

Payment for Adjust Storm Drain Manhole to Grade shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for

doing all work involved in adjusting storm drain manholes to grade as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 37 - ADJUST SANITARY SEWER MANHOLE TO GRADE

This item shall pay for adjusting existing sanitary sewer manholes to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

Payment for Adjust Sanitary Sewer Manhole to Grade shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in adjusting sanitary sewer manholes to grade as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 38 - 12"X6" REDUCING DI TEE TO INSTALL

12"x6" reducing DI tee to install shall be constructed to the City Standard details and shall conform to Section 27 of the Standard Specifications and these Special provisions.

Payment for 12"x6" Reducing DI Tee to Install shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in installing water reducing DI tee, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 39 - CUT AND CAP 4" AC WATER LINE

Cut and Cap 4" AC Water Line shall be constructed to the City Standard details and shall conform to Section 27 of the Standard Specifications and these Special provisions.

Payment for Cut and Cap 4" AC Water Line shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in cutting and capping 4" AC water line, including thrust blocks, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 40 - 6" PVC WATER LINE TO INSTALL

6" PVC water line to install shall be constructed to the City Standard details and shall conform to Section 27 of the Standard Specifications and these Special provisions.

Payment for 6" PVC Water Line to Install shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in installing water line, including sawcutting, trenching, bedding, backfill, and surface restoration, joint restraints, bends, and connection to existing water pipe, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 41 - THERMOPLASTIC TRAFFIC STRIPING DETAIL AND PAVEMENT MARKINGS TO REMOVE

Thermoplastic and preformed traffic stripes and markings shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing traffic stripes and markings shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

At least one week prior to performing any work, the Contractor shall be required to provide and submit to the Engineer a weekly schedule of work for each week showing a list of streets in order of performance. A contact person and phone number of responsible parties shall be affixed to this list. The Contractor shall also provide to the Engineer a list of all striping and marking quantities removed for each day worked, by 10:00 AM the following day.

The Contractor shall place temporary markers prior to removing traffic control measures during the striping and markings removal operation. Temporary markers shall be maintained until permanent striping and markings are in place. See section 1.28.

The quantities of traffic stripes and pavement markings may be adjusted, deleted, or omitted as directed by the Engineer to meet the existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

Payments on a monthly basis will be made based on an agreed upon percent complete amount.

Payment for Thermoplastic Traffic Striping Detail and Pavement Markings to Remove shall be at the lump sum price bid of traffic stripe detail and pavement markings removed per plan and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 42 - THERMOPLASTIC TRAFFIC STRIPE DETAIL AND PAVEMENT MARKINGS TO PLACE

Thermoplastic traffic stripe details and markings, consisting of white/yellow thermoplastic and green MMA bike conflict markings, shall be placed as shown on the Plans or as directed by the Engineer, and conform to Section 32 of the Standard Specifications. All striping details shall be in conformance with the State Standard Specifications (latest edition).

The Contractor shall place the striping and markings after the resurfacing has been set for three (3) calendar days, but no later than seven (7) calendar days after resurfacing. The Contractor shall install cat tracking and receive City approval prior to installation of final striping and markings.

The quantities of traffic stripes and pavement markings may be adjusted, deleted, or omitted as directed by the Engineer to meet the existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

Payments on a monthly basis will be made based on an agreed upon percent complete amount.

Payment for Thermoplastic Traffic Stripe Detail and Pavement Markings to Place shall be at the lump sum price bid of traffic stripe detail and pavement markings placed per plan and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 43 - NEW SIGN POST TO INSTALL

This item shall consist of installing new posts for traffic signs where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions.

The Contractor shall notify the Engineer two (2) working days prior to the placement of the posts. The Contractor shall review the proposed post location with the Engineer and a supervisor from the City's Traffic Signs and Markings section prior to installation of the post. The Engineer may make adjustments to the proposed post location in the field.

All posts shall have a minimum resisting Moment of 400 foot-pounds. All posts shall be capped. Post caps may be aluminum or galvanized steel. Bolts and miscellaneous metal hardware shall be galvanized or plated after fabrication in conformance with Section 75 "galvanizing" of the State of California, Department of Transportation Standard Specifications.

Payment for New Sign Post to Install shall be made at the unit price bid per each post, and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in installing new posts for traffic signs as shown on Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 44 - EXISTING TRAFFIC SIGN TO RELOCATE

Existing roadside signs shall be removed and relocated where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Removed sign panels that are to be salvaged shall be salvaged and delivered to the City of Sacramento Traffic Sign and Markings Section at 5730 24st Street, Building 10, Sacramento, CA. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Payment for Existing Traffic Sign to Relocate shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for

doing all work involved in removing and relocating roadside signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 45 - NEW TRAFFIC SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing traffic signs on existing posts or new posts where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions. New posts will be paid by a separate item.

A sign material and installation submittal must be reviewed and accepted by the Engineer before fabrication and installation.

The Contractor shall notify the Engineer two (2) working days prior to the placement of the signs. The Contractor shall review the proposed sign location with the Engineer and a supervisor from the City's Traffic Signs and Markings section prior to installation of the sign. The Engineer may make adjustments to the proposed sign location in the field.

The Contractor shall use the sign sizes as shown in the State of California, Department of Transportation Traffic Manual, unless specified otherwise on the drawings.

Signs located at the side of the roadway shall have a minimum height of seven feet (7') from the adjacent ground to the bottom of the sign, unless specified otherwise. The height of a combination of signs in the median, such as an R7 with an R10, shall be 18 inches from the top of the island to the bottom of the lowest sign (R10) with a maximum one-inch separation between the two signs.

Each sign shall have the date of manufacture and a location number stenciled on the backside. Location information shall consist of each sign having an individual number which will be recorded on a clean set of Plans during the sign installation and shall be turned in as part of the "Record Drawings".

A. Sign Posts

A 5/16-inch diameter cap screw with a plated rubber backwasher against the face of the sign and elastic stop nuts shall be placed through the sign and post at both top and bottom of each sign. A "V" notched piped saddle, to support the sign, shall be placed between the sign and the post.

B. Signal and Street Light Poles

Place a ¾-inch stainless steel banded strap and appropriate hardware at both top and bottom of each sign.

C. Sheeting Grade

Sheeting Grade shall use ASTM Type 11 or 3M DG Cubed specifications designed to enhance nighttime visibility of traffic control signs and objects. Type 11 or 3M DG Cubed sheeting shall have a precoated adhesive protected by an easily removable liner.

D. Sign Material

All signs shall be aluminum panels conforming to 5052-H38. All road signs shall be 0.08" thick with the exception of street name signs which shall be 0.125" thick.

Payment for New Traffic Sign to Place shall be made at the unit price bid per each sign and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing traffic signs on existing posts or new post as shown on Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 46 - STREET LIGHTING SYSTEM

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the street lighting system improvements as indicated on the Plan sheets and these Specifications. This works shall be in accordance with the Plans and Section 11 of these Specifications.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 47 - PEDESTRIAN CROSSING SYSTEM (RRFB)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the rectangular rapid flashing beacon (RRFB) system improvements as indicated on the Plan sheets and these Specifications.

Contractor to provide and install the Rectangular Rapid Flashing Beacon (RRFB) with Audible Information Device (AID) for midblock crossing. The RRFB system is AC-powered and contains the following: Dual Light Bar, Audible Information Device (AID), Control Box Enclosure, Signage and Placards and posts.

The Rectangular Rapid Flashing Beacon (RRFB) system shall be manufactured by Carmanah Traffic. The model is SC315-G RRFB.

Contractor shall also provide and install all traffic signal poles (Caltrans 2024 Specifications) with anchor bolts and foundations. Contractor to provide and install foundations and all appurtenances shown on the Plans and called for in these Special Provisions to ensure a complete installation and functioning RRFB system.

Contractor shall provide and install a new metered service pedestal. Contractor shall install the metered pedestal on a new foundation. Door shall open to the sidewalk. Contractor shall coordinate SMUD with the service point and shall coordinate all work with SMUD. Contractor shall install all conduits, conductors and hardware from the SMUD service location to the metered service pedestal.

Contractor shall provide and install new pull boxes, conduits, conductors, and cables. Work also includes extending new conductors and conduits to pull boxes and splicing conductors in pull

boxes. Work includes removing and replacing sidewalk squares for the installation of the traffic signal poles and pull boxes. Pavement restoration is required for conduit installation. See City Standard Specifications Section 13-4 Addendum #1 for requirements.

Work also includes removing all project-related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item to provide a complete and functioning electrical system, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 48 - TRAFFIC SIGNAL DETECTION MODIFICATIONS (DEL PASO BLVD/ LAMPASAS AVE)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal installation as indicated on the Plan sheets and these Specifications.

Contractor shall remove and salvage the existing traffic signal cabinet and controller. Contractor to disconnect all cables and wires.

Contractor shall provide and install a new traffic signal cabinet Type R TS2 Type 1 and McCain ATC EX2 (NEMA) TS2 Type 2 controller with Fourth Dimension D4 traffic signal controller software, surge suppressor (Tripplite, model ISOBAR6ULTRA), Cisco Model IE-3100-8TC2-E network switch with power supply and Small Form Factor Pluggable Modules, 12 strand fiber patch panel, and all auxiliary devices as indicated on the plans and these specifications. The new cabinet shall be installed on the existing foundation and make all wire connections for a fully functional traffic signal cabinet. Work also includes the Traffic Signal turn-on process. All traffic signal cabinets, controllers and all components, network switch, hardware, auxiliary equipment and D4 software shall be procured, tested and certified, loaded and installed by the Contractor. All traffic signal cabinet and controller assemblies shall be delivered directly to the Contractor warehouse within the greater Sacramento area. The City of Sacramento is not receiving any materials nor storing any materials for this project. Contractor shall validate all equipment is received from the Manufacturer/Distributor with the invoice and these Special Provisions. The City of Sacramento will provide the signal timing digital .dat file. The contractor shall pickup the digital file at the Pre-Construction meeting. Contractor to follow the City of Sacrament Traffic Signal Turn-On Process. Contractor to re-connect the existing fiber optic cable and re-connect all cables and wires. Contractor to re-connect the existing GPS EV cable. The a representative of the GPS EV system shall reconfigure the EV.

Contractor shall provide and install the following video detection equipment: Autoscope Vision Video Detection Camera, Econolite 28" riser pole and mounting hardware, Econolite Video Detection Cable (3-wire), Vision Comm Manager, SDLC Cables, and Ethernet Cables. An Econolite

Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The video detection system shall be configured by the Contractor to detect vehicles and bicycles. The system shall be programmed to provide stopbar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to ensure the detection calls are being inputted into the controller. The existing video detection system shall be removed and salvaged.

Contractor shall also provide and install new 2 inch yellow retroreflective tape border on all existing traffic signal displays. Manufactured by 3M.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 49 - SLURRY SEAL (TYPE 2)

This item shall pay for applying slurry seal (Type 2) and shall conform to the applicable requirements of Sections 23 of the Standard Specifications and these Special Provisions. Areas of slurry seal to be identified prior construction by the engineer.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in slurry seal (Type 2) as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 50 - BASE FAILURE REPAIR

This item shall pay for repairing failed subgrade and shall conform to the applicable requirements of Sections 14, 22 and 24 of the Standard Specifications and these Special Provisions. Areas of repair to be identified after grinding operations by the engineer.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in base failure repair, including sawcutting, excavation and disposal of pavement and base material, compaction of subgrade, furnishing, placing and compacting aggregate base and HMA, as specified in these Special Provisions and as directed by the Engineer.

SECTION NO. 11 - ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

11.1 CITY EQUIPMENT TO BE REMOVED AND SALVAGED

All City of Sacramento equipment to be salvaged shall be returned to the City of Sacramento Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California. *Contractor is responsible to provide machinery and manpower to unload and load all salvaged equipment.* Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the delivery of salvaged equipment with the City Inspector. Equipment drop-off shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all City salvaged equipment.

11.2 CONDUIT MATERIAL

JM Eagle and PW Eagle are not acceptable conduit materials.

A. General – Schedule 40

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-10 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amine ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% ± 0.5% by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

Duct seal shall be installed on all conduits.

All new conduits starting/terminating in pull boxes shall have End Bells.

B. High Density Polyethylene (HDPE) Conduit

HDPE conduit shall be manufactured to UL 651A specifications, compliant with NEC Article 353, and Schedule 40, unless otherwise specified. HDPE conduit shall have high tensile strength-to-weight ratio, crush resistance, low coefficient of friction for directional drilling.

11.3 CONDUIT INSTALLATION

Revised 2025: Conduit installation shall be in accordance with Section 34-11 and Section 13 of the Standard Specifications and all Addendums.

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"Jet-rodding" is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

Contractor shall replace roadway striping and markings with same material if damaged by directional drilling, bore pits, potholes, or trenching. Replacement striping and markings shall be thermoplastic or paint, per the City of Sacramento Standards.

Contractor shall use the following PVC pipe cement to join conduits and fittings: Premier Cement PVC All Temperature One Step Blue or Christy's Red Hot Blue Glue for Schedule 80 thru 4" diameter.

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and Special Provisions and all Addendums. Trenches shall be backfilled or covered at the end of each work day. All conduit installed by trenching shall be anchored every 15 feet to the bottom with an approved method to prevent the conduit from floating when the concrete is backfilled into the trench.

Trenches in roadways shall be backfilled with 3 Sack Slurry Cement Backfill as defined in Section 10 of these Standard Specifications. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement.

Trench shall not exceed six inches (6") in width. The top of the installed conduit shall be a minimum of twenty-four inches (24") below finish grade.

The trenching machine shall be shielded to prevent loose material from being thrown away from the machine. Loose material deposited on the pavement behind the cutting machine shall be removed from the pavement immediately and the pavement cleared to allow the passage of traffic. Only those traffic lanes occupied by the cutting machine and the cleanup operation shall be closed and they shall be opened as soon as the work has moved sufficiently to clear them.

Excavation and installation of conduit and concrete backfill shall be completed within the same working day. Asphalt concrete backfill shall be completed within twenty-four (24) hours after excavation of trench.

B. Directional Drilling Method

Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.

Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18") below the finished grade in sidewalk areas and not less than thirty inches (30") in all other areas except as otherwise specified or directed by the Engineer.

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed "drilling corridor" to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3') from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3') measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at

90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

11.4 CONDUCTORS

Conductors shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

1. If the existing ground wire (green 1#10 THW) is used as a pull wire, a new ground wire shall be pulled with the new conductors or cables, unless otherwise specified.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

4. All conductors of AWG #10 or larger shall be identified by printed and embossed labels. #1, #6, #8, #10 conductors shall be printed and embossed.
   a) Both printed and embossed labels shall clearly identify the UL listing, insulation type, voltage rating, AWG number, and the City of Sacramento.
   b) The printed label and the embossed label shall be placed at approximately 90 degrees separation around the center of the conductors.
   c) Labels shall appear every one foot interval. Embossed labels shall be between 0.002" to 0.003" in depth and shall not damage the conductors. Label heights shall be no less than 3/32" for AWG #8 or larger, and shall be no less than 2/32" for AWG #10.

11.5 FOUNDATIONS TO BE ABANDONED

Foundations to be abandoned shall be in accordance with Section 34-9 of the Standard Specifications. The top part of the foundation, anchor bolts, and conduits shall be removed to a depth of two feet (2') below the surface of sidewalk or unimproved ground. The resulting hole shall be backfilled with material equivalent to the surrounding material.

11.6 LUMINAIRES FOR MASTARM TRAFFIC SIGNALS

A. Luminaire

Luminaires to be installed shall be specifically designed for LED use and rated for up to 100,000 hours of operation. Luminaires shall be designed to produce asymmetric distributions conforming to the Illuminating Engineering Society light pattern Type III unless otherwise specified. Luminaire shall utilize a heat sink to efficiently draw heat away from the LED chipset.

The units shall be suitable for two-inch (2") slip filter and mounting.

All new luminaires to be installed shall be inspected by the Engineer prior to installation. Luminaires shall be supplied without photo cell receptacles unless otherwise called for the Plans. All luminaires supplied with photo cell receptacles that will not be used shall be required to completely bypass the receptacle and a shorting plug shall be securely installed in the receptacle.

B. LED

The following luminaires are approved products for mastarm streetlights:

Intersection and Pedestrian Crossings:

- EOI eLite Star SL3x-M LED Street light – model # ESU FD A01 3M 032 40 M 130 (type 3 Distribution) - for Traffic Signal Intersection lighting at 1300ma. (15,824 Lumens, 134 Watts)
- Leotek Green Cobra Jr LED Street light – GCM2-60J-MV-3R-GY-155-WL-RWG-LPCR (15,400 Lumens, 100 Watts)

General Roadway:

- EOI eLite Star SL3x-M LED Street light model #ESU FD A01 3M 032 40 M 105 (12,959 Lumens, 110 Watts)
- Leotek Green Cobra Jr LED Street light - GCJ4-30J-MV-40K-3R-GY-130-WL-RWG-LPCR (13,047 Lumens, 87 Watts)

The luminaire shall be type III with a minimum CRI of 70 and a CCT of 4000K, unless otherwise specified.

See "Equipment to be Supplied" section of this special provision for submitting approved equal products.

11.7 METERED SERVICE PEDESTAL

The new metered service pedestal shall be supplied and installed as shown on the Plans and shall conform to the serving utility requirements. Service shall be wired for 120/208 volts or 120/240 volts and single phase as shown on the Plans.

4 Jaw meter for 120/240 Volts application.
5 Jaw meter for 120/208 Volts application.

The Contractor shall connect the luminaires to the circuits designated on the Plans. Contractor shall also install the service conduit and wires to the SMUD service point in accordance with SMUD's requirements. The Contractor shall protect and lock the service pedestal during construction. After construction is completed, the Contractor shall provide for each pedestal a master lock which will accept a Type 2214 key.

The service pedestal shall be fabricated in accordance with the dimensions shown on the service pedestal detail drawing in the traffic signals / street lighting standard details in the plan sheets. The overall dimensions of the enclosure shall be 63" high x 12" wide x 7.25" deep. The service pedestal shall consist of a separate metering section and a service section. The meter section shall have a removable cover-top, side, and front sections welded together so that it is rain tight and padlockable.

The service pedestal shall be fabricated from 14 gauge Type 304D stainless steel and as described under the following paragraph in the Caltrans Standard Specifications section 86-3.07A, "Cabinets fabricated from stainless steel shall conform to the following:". The mounting brackets shall be 10 gauge Type 304D stainless steel. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible.

The enclosure shall be rain tight and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible. A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided in addition to a hinged outside door equipped with a draw latch suitable for padlocking. Galvanized anchor bolts shall be inside or outside the service pedestal as shown on the Plans. 5/8" x 18" x 4" Anchor bolts (set of 4) shall also be provided. The enclosure shall have no screws, nuts, or bolts on the exterior, except utility sealing screws. All screws, nuts, bolts, and washers shall be stainless steel. All hinges and hinge pins shall be stainless steel. No surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of the surface.

A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided. A hinged outside door equipped with a heavy duty draw latch and two (2) heavy duty hasps suitable for padlocking shall be provided for the service section. The dead front panel on the service enclosure shall have a continuous stainless steel piano hinge.

Service enclosures shall be factory wired and conform to NEMA Standards. All control wiring shall be stranded copper, No. 14 AWG THHN/THWN rated for 600 Volts. All control wiring shall be marked with permanent clip sleeve wire markers. Felt, pencil, or stick back markers will not be acceptable. A copy of the wiring diagram for the service pedestal shall be enclosed in plastic and mounted on the inside of the service section.

The terminal lugs or strips shall be copper or alloyed aluminum. All terminals shall be compatible with either aluminum or copper conductors.

The service pedestal shall have provisions for the installation of up to a total of 16 single-pole circuit breakers, including brass links and mounting hardware. All copper wiring used for main bussing shall be No. 2 AWG THHN/THWN and rated for 125 amperes. Branch circuit panel shall use loop wiring rated for 105 amperes with THHN/THWN insulation. All circuit breakers, contactors, and wire shall be listed by UL or ETL. The pedestal shall conform to the NEMA 3-R standard.

Nameplates of a reasonable size identifying the control unit therein shall be installed on the dead front panel. Nameplates shall be black laminated with a white plastic center. All nameplates shall be fastened by screws.

The entire service pedestal shall be constructed with the highest quality workmanship and shall meet all applicable codes. Complete submittal drawings on all substitutions shall be submitted to the Engineer in accordance with Section 34-6 of the Standard Specifications. If the proposed substitute is rejected or if the submittal is not made within the specified time, the specified equipment shall be furnished.

Street light "ON" and "OFF" control will be by photo-electric cell. All conduits and wires shall be furnished and installed by the Contractor.

Mounted in each metered service pedestal shall be the following equipment:

1. Two (2) 100Amp, 2 Pole, 120/240V, 10KAIC circuit breakers. Each main breaker shall have internal common trip. Each pole shall have individual on-off control and handle tie for common operation. Breaker shall be Siemens or approved equal.

2. One (1) 15Amp, 1 Pole, 120V, 10KAIC circuit breaker for control circuitry. Breaker shall be Siemens or approved equal.

2. Two (2) 60 Amp, 1 Pole, 120V, 10KAIC circuit breakers for traffic signal and shall be metered. Breakers shall be Siemens or approved equal.

4. Two (2) 60 Amp, 3-pole, 120/240V contactors. Contactors shall be manufactured by Eaton. Eaton C25FNF360A: definite purpose contactor, Quick, 60A, 110-120 Vac, 50/60 Hz, Open with metal mounting plate, 15-50A, two- and three pole, 60A, Contactor, Three-pole, 75A, Box lugs (posidrive setscrew) and quick connect terminals (side-by-side). See planset for voltage and amperage.

5. Photocell 120 VAC by Tork (5001M) or approved equal.

6. One oil tight "Hand-Off-Auto" selector switch.

7. One solid copper neutral bus.

8. Incoming terminals (landing lugs).

9. Solid neutral terminal strip.

10 Terminal strips for conductors within the cabinet.

11.8 PULL BOXES

Shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

a. All new pull boxes shall be set in place prior to pouring any new sidewalk.

b. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.

c. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.

d. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.

e. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.

f. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.

g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

h. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked.

i. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.

Locking Pull Box Security Lids for Street Lighting

1. No locking Security Lids shall be use on Pull Boxes containing traffic signal wiring.
2. All No. 5 and No. 6 Pull Boxes containing street light wiring shall have steel security lids with locking key bolts.
3. Security Bolts shall be Bryce Fastener #50 Penta-Plus approved equal.
4. Security Keys shall be Bryce Fastener 1GBP50 or approved equal.
5. Lid shall be ¼" thick minimum galvanized steel.
6. Lid shall be manufactured with slip resistant surface.
7. Lid shall be non-traffic rated, unless otherwise specified.
8. Lid shall be equipped with a lock mechanism which can be secured from the top of lid.
9. Lock bolt shall be recessed in 1 inch diameter circle
10. Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
11. No. 5 pull boxes shall have a single cam locking system, or approved equal.
12. No. 6 pull boxes shall have a double cam locking system, or approved equal.
13. Lid shall have a grounding lug.
14. Supply five sets of keys for the locks.
15. Supply two sets of lifting tools for the lid.
16. Lid shall be free of scratches, defects, and debris. Provided Lids shall be installed new.
17. Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids manufactured by Jensen MetalTech or approved equal. Approved equal includes Sipra Corp and Wesco Mr Steel.
    - #5 PB - Locklid 1324 Lid LL K-S TrxPlt Sac Glv;
    - #6 PB – LockLid 1730 Lid LL K-SD TrxPlt Sac Glv).
    - #5 PB Sipra Corp's Lockjaw! Security lids
    - #6 PB Sipra Corp's Lockjaw! Security lids
    - #5 PB WESCO's Mr. Steel Security Security lids
    - #6 PB WESCO's Mr. Steel Security Security lids
18. A steel welding plug shall be provided by the manufacturer to be inserted into the 1 inch diameter recessed lock

11.9 RECTANGULAR RAPID FLASHING BEACON (RRFB) WITH AUDIBLE INFORMATION DEVICE (AID) FOR MIDLBOCK CROSSING

The Rectangular Rapid Flashing Beacon (RRFB) system shall be manufactured by Carmanah Traffic. The model is SC315-G RRFB.

The RRFB system for the midblock crossing shall be provided with the following equipment:

- AC-Powered
- Dual Light Bar
- Polara Audible Information Device (AID) iNX (iNX9WNO-Y)
- Carmanah Control Box Enclosure
- Signage and Placards
- Traffic Signal Posts

Polara Audible Information Device (AID) iNX

- Audible Information Device – Audible Message shall be "Warning Lights Are Flashing". The audible message shall be spoken twice. Per MUTCD 11, Section 4L.03, Guidance 10.
- AID cannot use vibrotactile indication or percussive indications, Per MUTCD 11 Section 4L.03, Guidance 9
- Indicator light on the Audible Information Device (AID), Per MUTCD 11, Section 4L.02, Guidance 18.
- A weather-proof, 10 Watt speaker. Modular designed system with "field replaceable speaker".
- A 9" X 12" instructional sign. MUTCD Compliant.
- A push button with a directional tactile arrow for activating the flashing lights.
- Mounting Hardware.
- Braille if available.

The RRFB shall be installed per Planset with manufactured approved mounting hardware.

A Polara representative shall be onsite for the installation and configuration of the Polara Audible Information Device at no additional cost to the City. Contractor shall make arrangements for the Polara representative to be onsite.

A Carmanah representative shall be onsite for the installation and configuration of the RRFB at no additional cost to the City. Contractor shall make arrangements for the Polara representative to be onsite.

11.10 WIRING

Wiring shall be in accordance with Section 34-13 of the Standard Specifications, except for the following:

a. After taping, all splices shall be painted with an approved electrical coating that will resist oil, acids, alkalis, and adverse environmental conditions.

a. Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.

11.11 TRAFFIC SIGNAL CABINET AND CONTROLLER SYSTEM – DELIVERY AND TESTING AND INSPECTION AND GUARANTEE

The traffic signal turn-on process is located at the following location in the category of "Traffic Signals and Streetlighting":

https://www.cityofsacramento.org/Utilities/Development-Standards

The traffic signal cabinet, controller and all accessories and plug-ins shall be acquired and installed and tested by the contractor/manufacturer/distributor. The cabinet assembly shall be tested as a complete unit by the contractor/manufacturer/distributor. A fully functional and certified tested traffic signal cabinet assembly shall be delivered directly to the jobsite.

The delivery and inspection of the traffic signal cabinet and controller system is as follows:

A. Delivery

1. All traffic signal cabinets, controllers and all components, network switch, hardware, auxiliary equipment and D4 software shall be procured, tested and certified, loaded and installed by the Contractor.
2. D4 software shall be procured, tested and certified, loaded and installed by the Contractor.
3. All traffic signal cabinet and controller assemblies shall be delivered directly to the Contractor warehouse within the greater Sacramento area. The City of Sacramento is not receiving any materials nor storing any materials for this project.
4. Contractor shall validate all equipment is received from the Manufacturer/Distributor with the invoice and these Special Provisions.

B. Installation of Traffic Signal Timing

1. The City of Sacramento shall provide the signal timing digital .dat file. The contractor shall pickup the digital file at the Pre-Construction meeting.
2. The Contractor shall load and program the traffic signal timing for each controller at the Contractor facility warehouse.

C. Testing and Certification

1. The entire traffic signal cabinet and controller assembly for each intersection with phasing shown on the Plans with all plug-ins, auxiliary components, D4 software, and intersection traffic signal timing shall be tested with a traffic signal test monitoring equipment and certified by the Contractor and Manufacturer prior to field installation. The entire assembly shall PASS all applicable tests. All plug-ins are required for Testing and Certification.
2. Also, the entire traffic signal cabinet and controller assembly shall be tested and certified as a complete unit under real time intersection operation and signal load conditions for a minimum of 48 hours.

3. The entire traffic signal cabinet and controller assembly shall be licensed in the name of the City of Sacramento. Contractor shall provide license documentation that shows the Network Switch is licensed to the City of Sacramento.
4. Contractor shall submit a traffic signal cabinet acceptance test record and certificate of compliance from the manufacturer. Test to include: visual inspection, cabinet power up, P.D.A test, Power Supply 24V DC, Field O/P Test, Full Operation, and includes Documentation.
5. Contractor shall submit a Controller Acceptance Test Record and Certificate of Compliance from the Manufacturer. Report shall include Model, Part, and serial number. D4 Software included in test. Test to include Diagnostic/Environmental Tests, Visual Inspection, Total EV Chamber cycle Time, and Final Functional Test (100 hour burn-in). All tests shall result in a PASS condition.

D. Guarantee

1. The traffic signal controller and components/modules shall have a full warranty for manufacturer defects and workmanship, including parts and labor for a minimum of five (5) years from the date of purchase. Identification of manufacturer defects shall be determined by the city.
2. The Contractor guarantees all cabinet and all materials and devices of whatsoever nature incorporated in, or attached to the cabinets, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance of the project. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge or any nature whatsoever to the City.
3. In the event that the Contractor should fail to comply with the conditions of the foregoing guarantee within (10) days time, after being notified of the defect in writing, the City shall have the right, but shall not be obligated to repair, or obtain the repair of the defect and the Contractor shall pay to the City on demand all reasonable costs and expense of such repair. In the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, the City shall have the right to immediately repair, or cause to be repaired, such defect, and the Contractor shall pay to the City on demand all reasonable costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of the City.

E. **Equipment Drawing**

The vendor shall provide equipment drawings for each cabinet. Equipment drawings shall comply with Section 86-1.04 of the State Specifications and these specifications. The cabinet print shall be laid out on two (2) "D" size sheets. Sheet one (1) shall have the remaining panels, load bay, cables, fans and lights, power supply, maintenance malfunction unit (MMU), controller, connector wiring Power Panel, Outlet Strip, and door Maintenance Panel with police panel. The detector field inputs panels, detector racks, and detector programming panels shall be on sheet two (2). The operation manual for each component shall be provided. Three (3) prints of the cabinet-wiring diagram shall be supplied with each controller cabinet in addition to an electronic copy. One copy

of the cabinet print shall be enclosed in the document drawer under the controller shelf. Entire cabinet schematic wiring diagram shall also be submitted in the form of an AutoCAD Drawing (.pdf will not be accepted), either on a disk or by email to jmatoba@cityofsacramento.org John Matoba, City of Sacramento, 916-808-7891.

11.12 TRAFFIC SIGNALS AND FITTINGS

Traffic Signal Standards and Lighting Standards shall be in accordance with the latest California Department of Transportation Standard Plans, unless otherwise specified in these Specifications or Plans.

A. Forms and Concrete and Debris

Remove concrete forms on traffic signal standards and service pedestals upon project completion. Remove all plywood, forms, excess and leftover concrete, and other debris as a result from construction upon project completion.

B. Vehicle Signals

Metal backplates shall have a 2-inch yellow retroreflective boarder for the 12" signal heads. The retroflective tape shall be manufactured by 3M for vertical mounting. Model: 3M 3990 Series Diamond Grade VIP Reflective Sheeting. Metal Backplate shall be louvered and painted black.

C. Mounting Hardware

All slip fitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.

D. Traffic Signal Framework

All mounting hardware to be furnished by the Contractor shall be galvanized and painted black.

E. Traffic Signal Standards

All mounting hardware to be furnished by the Contractor shall be galvanized.

F. Communication Equipment

Network Switch shall be manufactured by Cisco, Model IE-3100-8T2C-E.

All Cisco hardware, software, licensing, and SmartNet must be new and procured through a Cisco Gold authorized reseller and validated by the Cisco Account Manager for the City of Sacramento. Jason Kaiser is our local representative and can be reached at jakaiser@cisco.com or (408) 895-2841. All purchases must be registered with Cisco under the City of Sacramento Traffic Engineering name and contracts associated with City of Sacramento Traffic Engineering department's CCO ID's upon 30 days of procurement.

CCO ID = City of Sacramento-DOT (35036) 1019538262
Address = 915 I Street, Room 2117, Sacramento, CA 95814

The network switch shall have the following:

- Model IE-3100-8T2C-E
- Power Supply shall be Cisco, PWR-IE50W-AC-IEC.
- Small Form Factor Pluggable Modules: GLC-BX40-U-I (qty 1) and GLC-BX40-D-I (qty 1).

- 19" DIN Rail mount kit STK-RACK-DINRAIL

Network Switch shall meet the following requirements:

- Industrial grade
- DIN rail mountable
- Ethernet connectivity
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- Eight (8) 10/100 Base-T Ethernet ports and 2 Small Form Factor Pluggable (SFP) ports
- Two (2) gigabit combo ports: SFP
- Swappable SD flash card and mini-USB connector
- LAN base (OS) Software license
- Switch shall have MAC address security function for each port
- Switch shall have Vlan function for each port
- 5-year warranty

Power Supply for Network Switch shall meet the following requirements:

- Compatible with Cisco IE 3100 8T2C-E Series industrial grade switch
- DIN rail mountable
- Input: 100-120 VAC or 200-240 VAC, manually selected AC, 50-60 Hz
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- 5-year warranty
- Power Supply for Network Switch shall be installed in cabinet.

Small Form Factor Pluggable Module Cisco 100Base – X small Form Factor Pluggable Module - Two (2) GLC-LX-SM-RGD – Cisco device hot-swappable I/O device that plugs into Fast Ethernet ports, dual-rate Fast/Gigabit Ethernet ports, or Gigabit Ethernet ports of Cisco Switch linking the port with the fiber cabling network or approved equal

For Type R cabinet, power supply for network switch shall be mounted on a DIN rail attached to aluminum stock for support. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails. The Contractor is responsible for making all connections and shall be made per manufacturer's recommendations to ensure that the switch is powered. See Plans for further details.

Functional Test

The Fiber Network Switch shall be power up and ready to be programed. City will program switch to connect to city traffic network. Switch Functional test is passed once city as preformed network test to prove network operability.

Surge Suppressor Power Strip
Surge Suppressors shall meet the following requirements:

For Type R Cabinet, Surge Suppressors shall be manufactured by Tripp-Lite Power Protection, Model ISOBAR6ULTRA or approved equal.

- 120 VAC, 60 Hz. 3,300 joule surge protection, 135,000 Max surge Amps, 6 ft cord. 6 outlet.

Surge Suppressors are to be installed in Type R and Type 332 cabinets at locations where a network fiber or DSL switch are being installed as noted on the Plans. For Type R cabinet, the Surge Suppressor shall be mounted to the cabinet channel rail, and must be wired to the load side of the 15-amp main breaker in the cabinet. For the Type 332 cabinet, the Surge Suppressor shall be mounted on 2" aluminum stock on the back side of the cabinet near the top using the 19" rack. The Surge Suppressor must be plugged into the equipment receptacle on the back of the power assembly of the 332 cabinet. See Plans for further details.

G. Category 6 Ethernet Communication Cable

All Ethernet communication cable placed in pole and conduits shall be Belden Part 7927A DataTuff Cat 6, 4 pair, 23awg Solid BC, PO Ins, PVC Jkt, Oil- and Sun-Res CMR. The cable shall have 23 AWG Bonded-Pair solid bare copper conductors, polyolefin insulation, E-Spline center member, industrial grade sunlight- and oil-resistant PVC jacket, rip cord. Sequential marking at two foot intervals. Connection for the cable it shall use Cat6 approved connectors. Cable shall meet NEC Specifications CMR, UL444, TIA 568.C.2 and NEMA WC-63.1, Category 6.

H. Fiber Patch Panel
The traffic signal cabinet shall also include a new fiber patch panel. See table below.

Type R cabinets			
Description	Part Number	Manufacturer	Description
Fiber Panel in R Cabinet	SPH-01P with 12 strand adapter LC panel and SMFO pigtail SPH-CS12-A9-P00RE	Corning	Fiber Panel for 12 count in SPH panel.

11.13 TRAFFIC SIGNAL CONTROLLER, MCCAIN ATC EX2 (NEMA) TS2 TYPE 2

A. McCain ATC EX2 - Traffic Signal Controller TS2 Type 2 NEMA
The Contractor shall supply McCain ATC EX2 NEMA controller – traffic signal controller TS 2 Type 2 NEMA with D4 software preloaded. Controller shall have SDLC ports (2) including SP3

routed to NEMA TS 2 Port 1, serial (asynchronous) on front panel (3), ENET 1:100 Base-T Ethernet switch, 1 uplink and 3 additional ports, ENET 2:100 Base-T Ethernet port dedicated for local communication, USB ports (2), display with 16 lines x 40 characters, keyboard with 7x4 keypad (28 key), shelf mount configuration and meet the following:

- NEMA TS 2-2003 v2.06
- ATC 5.2b
- NTCIP base standards (where applicable)
- The D plug shall be designed for type 90 Traconex design. See D plug section of these special provisions

B. Manuals

All controllers and software provided under this specification shall be provided with product/operational manuals, which document the operation and maintenance of the equipment in compliance with TEES. The Contractor shall submit operating manuals, technical data sheets, product cut sheets, and any associated documentation for the controller unit delivered as part of this specification. Manuals shall be printed on 8.5" x11" paper. Schematic, layouts, parts list, and plan details may be on 11"x17" sheets. The manuals shall be bound in durable covers, and shall not suffer degradation when subjected to normal cabinet temperature testing. All manuals with printed copies shall be also be submitted electronically.

C. **Warranty.**

The traffic signal NEMA controller TS2 Type 2 and components/modules shall have a full warranty for manufacturer defects and workmanship, including parts and labor for a minimum of five (5) years from the date of purchase. Identification of manufacturer defects shall be determined by the city.

11.14 TRAFFIC SIGNAL CONTROLLER SOFTWARE

The Contractor shall install Fourth Dimension (D4) Traffic Signal Controller software on each controller assembly. The most current version of D4 Traffic Signal controller software, at the time of controller delivery, shall be fully configured in the controller.

The Contractor shall provide a D4 license to the City for each controller assembly. The license shall include technical support and user manual of this software.

The contact for the traffic signal controller software is as follows:

Fourth Dimension Traffic

Eric J. Nelson,
3505 Safe Road, Suite 2309,
Houston, TX 77056-7182,
Phone 832-405-8577.

Email: eric@advtraffic.com

General Controller Software Features

1. 16 phases
   a. Three maximum times per phase with dynamic max operation
   b. Minimum, maximum, soft recall modes
   c. Early and delayed "Walk" timing
   d. Conditional service during free and coordination with conditional service minimum green time
   e. Manual control operation with selectable call, omit, and protected pedestrian clearance phases
   f. Per phase preempt timing

2. 4 rings (Single intersection or two independent intersections)

3. 16 timed overlaps
   a. Vehicle and pedestrian movement for each overlap
   b. Actuated pedestrian movements
   c. Early and delayed "Walk" timing
   d. Pedestrian overlap rest-in-walk across multiple phases
   e. Per overlap preempt timing

4. 8 transit phases
   a. Two and three section signal head controls for light rail vehicles
   b. Advanced warning sign control per transit phase
   c. Recall or actuated operation
   d. Normal or priority service

Detector Features

1. 64 vehicle detectors
   a. Programmable call and extend phases
   b. Extend and delay timing
   c. Stop bar disconnect mode with carryover (extend) timer
   d. Detector cross-switching
   e. No presence and max fail detector diagnostics (disabled by TOD)

2. 16 queue detectors
   a. Detects traffic backups
   b. Capable of selecting alternate coordination patterns, selecting alternate maximum green times, or calling a preempt
   c. Advanced green to clear vehicle movements prior to transit vehicle arrival

3. 16 pedestrian detectors
   a. Programmable calls for pedestrian and vehicle phases
   b. Pedestrian cascade mode (sequential calling of two pedestrian movements)

4. 8 transit detectors
    a. Programmable calls for transit and vehicle phases
    b. Extend and delay timing
    c. Travel time delay
    d. Alternate travel times by TOD
    e. Adaptive arrival time adjustment

5. 32 remote transit detectors
    a. Calls received by transit detectors at other intersections (on peer-to-peer Ethernet network)
    b. Travel time delay
    c. Alternate travel times by TOD
    d. Adaptive arrival time adjustment

Coordination Features

1. 32 coordination patterns
    a. Cycle time and three offsets per pattern
    b. Flexible per phase split expansion and shrinking during transition
    c. Fixed or floating force-offs (per phase)
    d. Automatic permissive calculations

2. Single-band or multi-band permissive modes with permissive limit timer

3. Three pedestrian permissive modes
    a. Programmable recalls and omits active during each pattern
    b. Actuated coordinated phases can gap-out early and distribute unused time to movements with greater demand
    c. Selectable reservice phases (a.k.a. "fully actuated coordination")

4. Multiple interconnect modes
    a. Time based scheduler
    b. Central system command (over twisted pair or Ethernet connection)
    c. 120 volt interconnect cable

5. Master controller mode
    a. Controller can operate as a twisted pair, Ethernet, or 120 volt cable master in the absence of a central management system

Preemption Features

1. 10 prioritized preempts
    a. Two track clearance states, dwell state, and exit state per preempt
    b. Permit or allow any phase and overlap individually for each preempt state
    c. Presence preempt input with optional fail-safe interlock input
    d. "Check-in / Check-out" preempt detection option with check-out override timer

2. 4 soft preempts

a. "Step-by-step" preempt (special preempt sequence)
b. 8 states per soft preempt sequence (timed or actuated)
c. Each state allows programmable calls, omits, holds, and force-offs for each phase and overlap

Transit Priority Features

a. Programmable transit priority options for each transit phase
b. Operates based on estimated arrival times using local intersection detection and remote ("peer-to-peer") detection from upstream intersections
c. Separate options for free or coordinated operation
d. Extend only (no phase abbreviation) or Early/Extend operation
e. Minimum phase green times
f. Maximum extend limit
g. Optional vehicle/pedestrian phase omits
h. Ability to switch to alternate sequence to better serve early arriving transit vehicle
i. Adaptive arrival times to automatically compensate for fluctuating station dwell times

Status / Diagnostic Features

1. Detailed controller status displays through the 2070 LCD display
   a. Phase, ring, and overlap status
   b. Transit phase/priority status
   c. Coordination status
   d. Preemption status
   e. Vehicle and pedestrian detector status
   f. Cabinet / Field I/O status
   g. System communication status

2. 6000 controller event log
   a. Multiple classes of events can be individually enabled for logging
   b. Retrieved and reset from central connection (serial or Ethernet)

3. 62.5 day detector VOS log
   a. Log VOS for 16 system detectors each 15 minutes

4. 600 MMU event log
   a. Detailed MMU events, including reason for failure and state of field outputs

5. The traffic controller software shall collect High Resolution Controller Data recorded 10 times per second and with event codes as defined by Purdue University.

Cabinet Support

1. NEMA TS1, TS2-Type 1 and Type 2, Caltrans 332/336, and ITS cabinet support
2. All controller input and output functions can be mapped to any physical cabinet input and output

3. "Peer-to-Peer" interconnect over Ethernet (select outputs or inputs from the source intersection to activate a function at the local intersection)
4. Cabinet logic channels to accomplish custom controller I/O operation

Protocol Support

1. Communications over serial port, twisted pair, or Ethernet (fiber-optics)
2. Caltrans AB3418E with extended messages for extended status and D4 specific functionality
3. Future NTCIP compliance

11.15 TRAFFIC SIGNAL CABINET, TS2 TYPE 1, TYPE 'R'

The approved traffic signal cabinet is McCain M92150 - R-44 CAB, TS2-1, CITY OF SACRAMENTO (2021), NATURAL

The traffic signal controller cabinet shall be a TS2 Type 1 R44 cabinet. It shall have 16 phases of outputs, capable of 32 input loop detection cards, 8 pedestrian input, 6 preemption inputs. Cabinet shall use SDLC communication and conform to the following:

A. State of California Specifications

Unless otherwise noted, the enclosure specification shall meet or exceed the State of California, Department of Transportation, Standard Specifications, dated 2010, Section 86-3.04A and Standard Plans, section ES-3.

B. NEMA Specifications

Unless otherwise noted, the cabinet shall adhere to the latest NEMA TS 2 Type 1 specifications.

C. City of Sacramento Specifications

The City of Sacramento traffic signal cabinet specification shall supersede any applicable parts of the State of California, Department of Transportation Standard Specifications and Standard Plans.

D. TS2 TYPE R CABINET

1. Shell and Door Construction

a) It shall be 77 inches high x 44.5 inches wide x 26 inches deep. For the bolt pattern, refer to Caltrans 2006 Standard Plans ES-3A.

b) Controller cabinets shall be constructed from type 5052-H32 bare aluminum with a dull finish and a minimum thickness of 0.125 inches and be 3R weather rated.

c) All cabinets shall come with a ten (10) year warranty on the enclosure and cabinet wiring.

d) Each cabinet shall be provided with two (2) lifting eyes for placing the cabinet on its foundation in the down position. Each eye opening shall have a minimum diameter of 0.75 in. Each eye shall be able to support a weight load of 1000 pounds. All exterior bolt heads shall be tamperproof type.

e) Machine screws used for mounting equipment on doors or walls of the cabinet shall have inside nuts.

f) The door latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75 in minimum diameter cast aluminum or zinc-, cadmium-plated steel, or stainless steel with a minimum 0.5 in shank. The padlocking attachment shall be placed at 4.0 in from the handle shank center to clear the lock and key. An additional 4.0 in minimum gripping length shall be provided.

g) Louvers shall be located in the lower one-half of the door. All cabinets shall be supplied with pleated dirt filters (ECO/AIR E-35-S) or equivalent, capable of filtering peat dirt. The filters shall be 12" x 16" x 1".

h) All labels shall be silkscreen or phenolic screw on type. No adhesive or sticker labels will be accepted. Font shall be Times New Roman. Font size is determined by location.

2. General Requirements

a) All assemblies that are connected in this cabinet shall be connected via hard wire, no quick disconnect or plug and play is accepted.

b) The field terminal blocks for the signal indications on the load bay, the detector terminal blocks on the field input panel, and the power terminal block on the power panel shall be barrier type with marker strips and shall be provided with 10-32 by 5/16-inch minimum nickel or cadmium plated brass binder head screw and square metal threaded inserts. Round knurled inserts will not be accepted.

c) No other equipment within the controller cabinet shall use a socket that will accept a flasher or a flash transfer relay.

d) If relays are required other than the flash transfer relay, they shall be octal relays.

e) With MMU device disconnected or controller power off, the intersections shall go into flashing operation and remain in flashing operation until controller power is turned on. (THE CITY WILL NOT ACCEPT THE CABINET IF THE INTERSECTION GOES DARK INSTEAD OF FLASH.)

f) All cable shall not be able to touch AC field wiring terminals on load bay or power panel when not connected to device such as MMU, power supply, BIU, and controller. Cable lengths shall be secured to prevent cable reaching AC field wiring. When possible, cable length should be minimized.

g) The cabinet shall be capable of sixty-four (64) BIU input detection channels, thirty two (32) vehicle detector cards, forty eight (48) output channels for eight (8) vehicle phases, four (4) pedestrian phases and four (4) overlaps.

h) All power connectors for controller, MMU, and power supply shall be "MIL-SPEC" with no exceptions.

i) All cables for the power supply, MMU, communication and fiber optics shall feed up from the front of the shelf.

3. Cabinet Fan and Light

a) The controller cabinet shall have a light and fan panel mounted in the top of the cabinet. Each panel shall be equipped with two (2) electric fans with ball or roller bearings and a capacity of at least 100 cubic feet per minute each. Each fan shall be separately fused and thermostatically controlled to the requirements of Section 86 of the State Specifications. There shall be two (2) LED cabinet illumination panels, Relume Technologies #796-5000 or approved equal. One mounts in the fan housing towards the front of the cabinet and the other under the document drawer. The power supply for the panels shall be mounted in the top of the cabinet and shall be 24VDC, 4 Amp. The light shall be rated 100,000 hours per LM 70. Light engine shall be fully recyclable. There shall be a door switch to turn on power to the light panels when the door is open. When the door is closed, the switch shall remove all power to the light panels.

4. Door Alarm

a) The cabinet shall have a door actuated switch that is able to set Alarm 1 in the controller when the cabinet door is open and turns the alarm off when the door is closed. Switches shall be labeled.

5. Police Panel

a) A police panel shall be located in the upper center outside of the door. The police panel shall contain only two switches, a SIGNAL ON/OFF switch, and an AUTO/FLASH switch. Switches shall be clearly and permanently labeled. The SIGNAL ON/OFF switch shall disconnect flasher and load switch outputs to the field. The AUTO/FLASH switch shall operate in accordance with NEMA TS2-2016.

6. Maintenance Input Panel

a) A maintenance door panel shall be mounted on the inside of the cabinet door on the back side of the police panel. The panel shall have twelve (12) 3-position detector

switches for each of eight (8) vehicle and four (4) pedestrian phases. The switches shall operate as fixed, normal, and momentary, top to bottom. They shall be labeled for each phase. Six (6) pushbuttons shall be provided to test the preempt inputs and labeled RR 1, (blank), EVP 1 (3), EVP 2 (4), EVP 3 (5), EVP 4 (6). There shall be a Controller On/Off switch and an Auto/Flash switch. There shall be a three (3) position Stop Time switch; Flash Stop Time On/Off/Manual Stop Time On. There shall be A GFI duplex outlet provided. All Maintenance switches shall be labeled.

b) The vehicle maintenance switches shall be wired to the maintenance switch assignment panel on the left side of the cabinet.

7. Left Cabinet Wall

a) Middle Panel - Field Input Panel A:

The Field Input Panel A shall contain 4 terminal blocks. All wiring termination shall use spade connector to screw down terminals. Block 1 shall be wired to the maintenance switches and the terminal facility inputs. Wiring from terminal facility to the maintenance switch programming panel shall be long enough to allow any wire to terminate at any other maintenance switch terminal. Block 2 shall be wired for input termination of Opticom 700 series detector and Opticom detectors in the detector rack. Block 3 shall contain all necessary terminals to meet power requirements for the detection rack, BIUs, detector cards and Opticom cards. Block 4 shall contain terminals for eight (8) pedestrian push buttons and two (2) pedestrian common (return) wires and shall be wired to pedestrian input terminal facilities on the load bay. All terminal positions shall be labeled.

b) Bottom Panel - Field Input Panel B:

The Field Input Panel B shall be wired for loop detector rack one (1) for BIU 8 and 9. The field input panel shall be capable of sixty-four (64) Terminals (32 channels). Each detector rack slot shall have an individual terminal block. All terminal positions shall be labeled.

c) SDLC Hub:

All cabinets shall come with an SDLC hub with a minimum of ten (10) connectors. All connectors shall be mounted on a PC board. All SDLC cables shall be Belden 9506 or approved equal. The backshell/cable clamp shall be metal, and the cable appropriately strain relieved.

8. Right Cabinet Wall

a) Power Panel:

The Signal controller, TS2 power supply, any other auxiliary power supplies, detector power, etc. shall be protected by the surge protector. The protection

device shall be an Edco ACP340, SHP300-10 or approved equal. The surge protection device shall come with a seven (7) year warranty. The mercury contactor shall be replaced with a normally open, solid state relay and shall be CST Crydom CWA4850, MDI HPR48A50, Omega SSRL 240AC50, or approved equal. There shall be three (3) circuit breakers, a twenty (20) Amp, for the signal circuit, a fifteen
(15) Amp for the auxiliary circuit, and a fifteen (15) Amp for accessory power outlet. A fifteen (15) position earth ground bus bar and a fifteen (15) position neutral bus bar shall be provided. It may be a screw type copper bar as specified in the CalTrans spec or a compression type with holes that will accept 14-8 AWG wire. The service AC- and bond wire will terminate on the bus bars. A place will be provided for the service AC+ on a terminal strip with a field lug and it shall be an ILSCO #SLUH-35 or approved equal. A 3-position block of type Marathon CAT: 1423570, 1423307, or equal will NOT be accepted.

b) Generator Connection: (Future Specification)

c) Accessory Power Outlet:

Two NEMA 5-15R non-GFI 15amp receptacles shall be installed and wired to CB-3. One outlet shall be placed on the right side and one on the top left side of the cabinet. Outlets shall be easily accessible. The outlet surge suppressor strip shall plug into the outlet on the right side of cabinet. The outlet shall be installed in nonmetallic enclosure with cover plate.

d) Outlet strip:

A Tripp-Lite outlet surge suppressor strip model ISOBAR6ULTRA or approved equal and shall be installed and connected to accessory power outlet. Outlet strip shall be mounted on aluminum stock.

e) DIN Rails:

There shall be 2 DIN rails mounted on aluminum stock for DIN rail devices.

9. Center of Cabinet

a) Shelves:
Each controller cabinet shall be provided with three (3) shelves to house the rack mounted detectors, controller, and any other equipment supplied, mentioned in the
specifications and/or shown on the plans. The bottom shelf shall allow clearance for the load bay to tilt forward. Spacing between the bottom shelf and the middle shelf shall be 12" and spacing between middle Shelf to the top shelf shall be 17". The top shelf shall be placed to provide easy access to detector rack. The top shelf shall contain all of the detector amplifiers, and any preemption detector cards. The middle shelf shall contain controller, MMU and power supply. The bottom

shelf shall be reserved for future use. The shelves shall be perforated to allow air flow.

See attached Cabinet Layout drawing for mounting heights of shelves.

b) Pull-out laptop computer:

A pull-out laptop computer shelf shall be incorporated below and attached to the bottom shelf. This pull-out shelf shall be 22" wide x 12.5 deep and provide an opening under the bottom shelf lip of 2.5" to be used as a document drawer.

c) BBS LED:

Battery On LED shall be mounted on the underside of the top shelf and shall be readily visible when the door is opened. The LED is part of the BBS relay circuitry located in the load bay. A battery backup relay shall be mounted on the load bay. When the Battery LED is active, Alarm 2 shall also be triggered.

10. Load Bay:

a) Clearances:
The load bay shall have a minimum height of 16" from the bottom of the cabinet and have a minimum clearance of 3.5" off the side walls. When load bay is tilted forward it should easily clear the cabinet door opening.

b) Access:
The load bay shall be designed to fold down from the top to gain access to the back side. No part of the load bay shall stick out past the load switches.

c) The load resistors for load switches 9 – 12 yellows shall be mounted on the back of the load bay.

d) Field lugs:
Field lugs shall be supplied on all colors for each vehicle and pedestrian phase and each pedestrian pushbutton and pushbutton return. The field lugs shall be ILSCO #SLUH-35 or approved equal.

e) TS2 Output Channel Assignments:
   a. Channels 1 - 8 shall be assigned to Vehicle Phases 1 - 8.
   b. Channels 9 - 12 shall be assigned to Pedestrian Phases 2, 4, 6, and 8.
   c. Channels 13-16 shall be assigned to Overlap Phases A, B, C, and D.

f) BIU:
Load bay shall accommodate two (2) Bus Interface Units (BIU) and connectors in the load bay shall be mounted on PC boards.

g) BBS Flash Relay:

BBS Flash Relay shall activate when the traffic signal is running on battery and BBS system has provided an input. The relay shall active the battery on LED and Alarm 2 input. When the BBS system provides a low battery input the relay shall place the traffic signal into flash.

h) Labeling:
Load bay shall be silk screened on front, showing all positions, e.g. Ø1, Ø2. All TS2 functions and maintenance switch terminals shall be labeled on terminal facility panel.

11. Detection Rack

a) The cabinet shall have one rack capable of TS2 loop detector cards and Opticom discriminators.
b) The Rack shall accommodate two BIU's, be capable of thirty-two (32) detection channels with eight (8) - four (4) channel half width (1.0") detector cards or eight (8) - two channel half width (1.0") detector cards.
c) Two and Four channel cards shall be able to be mixed in the same rack.
d) The Rack shall accommodate two (2) two channel or one (1) four channel Opticom discriminator cards for up to four EVP channels.
e) The detector, Opticom, and BIU wiring in rack may be hard wired or PC board.
f) The racks shall be no more than 18 ¾" wide and 5 ¾" high unless approved by engineer.
g) Detector rack shall be labeled

12. Controller Power

a) There shall be two (2) controller power cables.
b) One shall be a NEMA TS1 "A" and feed from the front of the middle shelf.
c) The other shall be a NEMA TS2-1 power connector for the traffic signal controller interface board and feed up from the back of the middle shelf with enough slack so that the controller can be turned sideways to access the cable connectors.

13. SDLC Cabling

Nine (9) SDLC cables shall be provided. All SDLC cables shall be connected to the SDLC hub. All SDLC cables shall meet the requirements in NEMA TS 2 Type 1 specifications. Cables SDLC 10, SDLC 11, SDLC 12 shall be of sufficient length to connect devices mounted on the far side of the shelf by modifying cable ties. SDLC 10, SDLC 11, SDLC 12 cabinet and cable ties shall be easily accessible.

E. Auxiliary Devices

1. General Auxiliary Devices Requirements
    a. All auxiliary devices shall conform to the Requirements of the NEMA TS2 Type 1 Standards.
    b. All components, not list as auxiliary shall be consider part of the cabinet and individual components.

c. The cabinet shall be equipped with all necessary auxiliary devices to operate a traffic signal with eight (8) vehicle phases, four (4) pedestrian phases and four (4) overlaps. The main auxiliary devices are listed below.

2. Load Switches
    a. The Load Switches shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 6.2.
    b. Load switches shall have a heavy duty aluminum heat sink chassis to allow triac device to operate with the full load current. 10Amp RMS Maximum Load Current over NEMA temperature range. Operating voltage range of 60 to 135VAC.
    c. Unit shall contain three electrical independent circuits. The front of the load switch shall be provided with three indicators to show the input signal from the controller to the load switch. Maximum load current output in de-energized condition is less than 10 mA peak.
    d. Sixteen (16) Load Switches shall be supplied (8 vehicle, 4 peds, 4 overlaps). EDI Model 510 Load Switch or equal for use in NEMA TS2 Type 1 cabinet.
3. Solid State Flashers
    a. Solid State Flashers shall be in accordance with NEMA TS2 Standards, Section 6.3.
    b. Flasher shall have a heavy duty aluminum heat sink chassis to allow triac device to operate with the full load current.
    c. 15Amp RMS Maximum Operating Load Current over full NEMA temperature range.
    d. Operating voltage range of 60 to 135VAC.
    e. A minimum of 56 flashes/minute.
    f. EDI Model 810, Reno Model Fl-200 or equal.

4. Malfunction Management Units (MMU)
    a. MMU shall be designed for use in traffic controller cabinets in accordance with NEMA TS2 Standards, Section 4.
    b. The MMU shall be a Type 16.
    c. One (1) conflict monitor shall be supplied. EDI Model MMU-16LE(IP), Econolite MMU-16, or Reno MMU-1600G.

5. Bus Interface Units (BIU)
    a. The BIU shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 8.
    b. All BIUs shall provide three separate front panel indicators for Power, Transmit, and Valid Data.
    c. Four (4) BIU's shall be supplied. Two BIU's shall be placed in the Load Bay. Two BIU's shall be placed in the Detector Rack. EDI Model 700 or Econolite BIU-64.

6. Cabinet Power Supply
    a. The cabinet power supply shall meet all TS2 Section 5 requirements.

b. The power supply shall regulate DC power, unregulated AC power, and a line frequency reference for the Detector Rack, BIU's, load switches and auxiliary equipment.
c. Power Supply shall have LED indicators showing output status and fuse integrity for three supply outputs.
d. One (1) Power Supply shall be supplied. Econolite PS200 TS2, EDI Model PS200 TS2, or Reno TS-2 Power Supply.

7. Flasher Transfer Relays
   a. All Flash Transfer Relays shall be solid state and conform to the requirements of NEMA TS2 Section 6.
   b. A full complement of relays shall be supplied with cabinet to allow for maximum phase utilization.

8. Inductive Loop Detectors
   a. Four Channel Rack Mount Detector for TS2 Type 1 traffic signal cabinet.
   b. Meets NEMA TS 2 specifications.
   c. Single width (1.12" or 1.14" wide).
   d. Eight (8) inductive loop detectors shall be supplied unless otherwise specified on plans or special provisions. RENO A&E Y/2-200 four channel rack mount detector or approved equal.

F. Equipment Drawing

Equipment drawings shall comply with Section 86-1.04 of the State Specifications and these specifications, with the following changes:

The cabinet print shall be laid out on two (2) "D" size sheets.

Sheet one (1) shall have the remaining panels, load bay, cables, fans and lights, SDLC Hub Panel, power supply, maintenance malfunction unit (MMU), controller, connector wiring Power Panel, Outlet Strip, and door Maintenance Panel with police panel.

The detector field inputs panels, detector racks, and detector programming panels shall be on sheet two (2).

The operation manual for each component shall be provided.

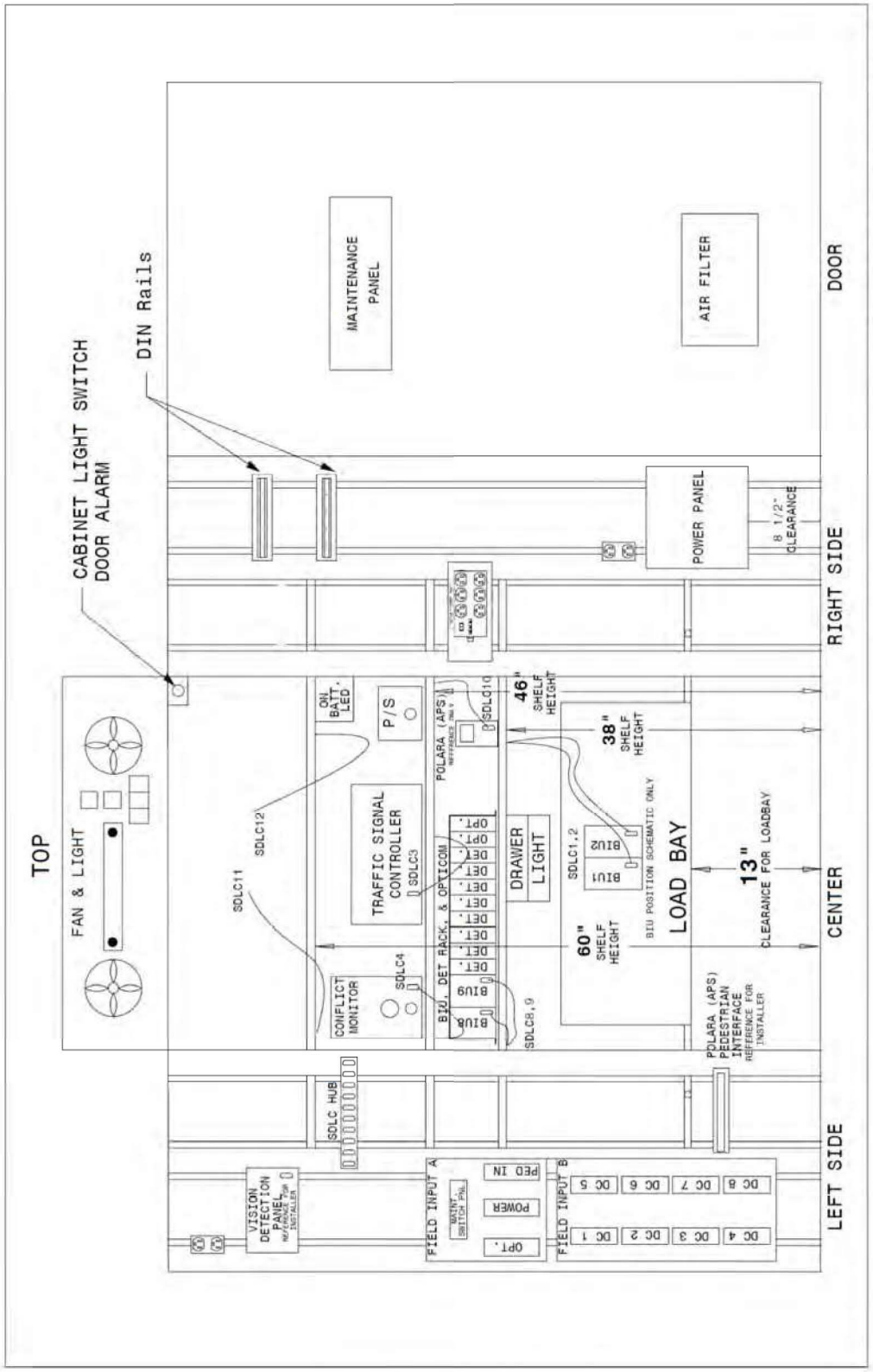
Three (3) prints of the cabinet-wiring diagram shall be supplied with each controller cabinet in addition to an electronic copy. One copy of the cabinet print shall be enclosed in the document drawer under the controller shelf.

Entire cabinet schematic wiring diagram shall also be submitted in the form of an AutoCAD Drawing (.pdf will not be accepted), either on a disk or by email to jmatoba@cityofsacramento.org John Matoba, City of Sacramento, 916-808-7891.

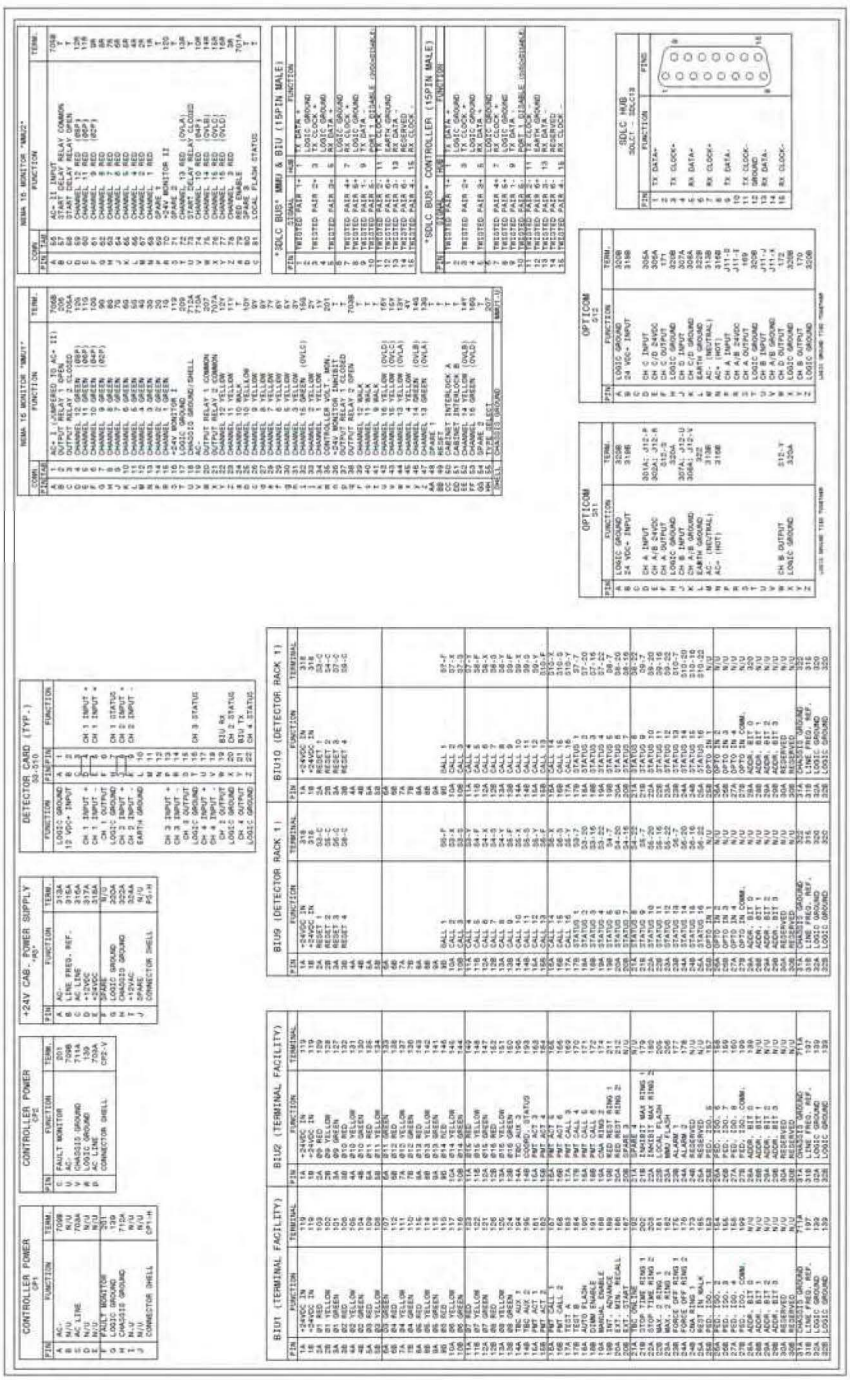
G. Guarantee

The Contractor guarantees the cabinet, materials and devices of whatsoever nature incorporated in, or attached to the cabinet, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance by the City of Sacramento. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge or any nature whatsoever to the City.

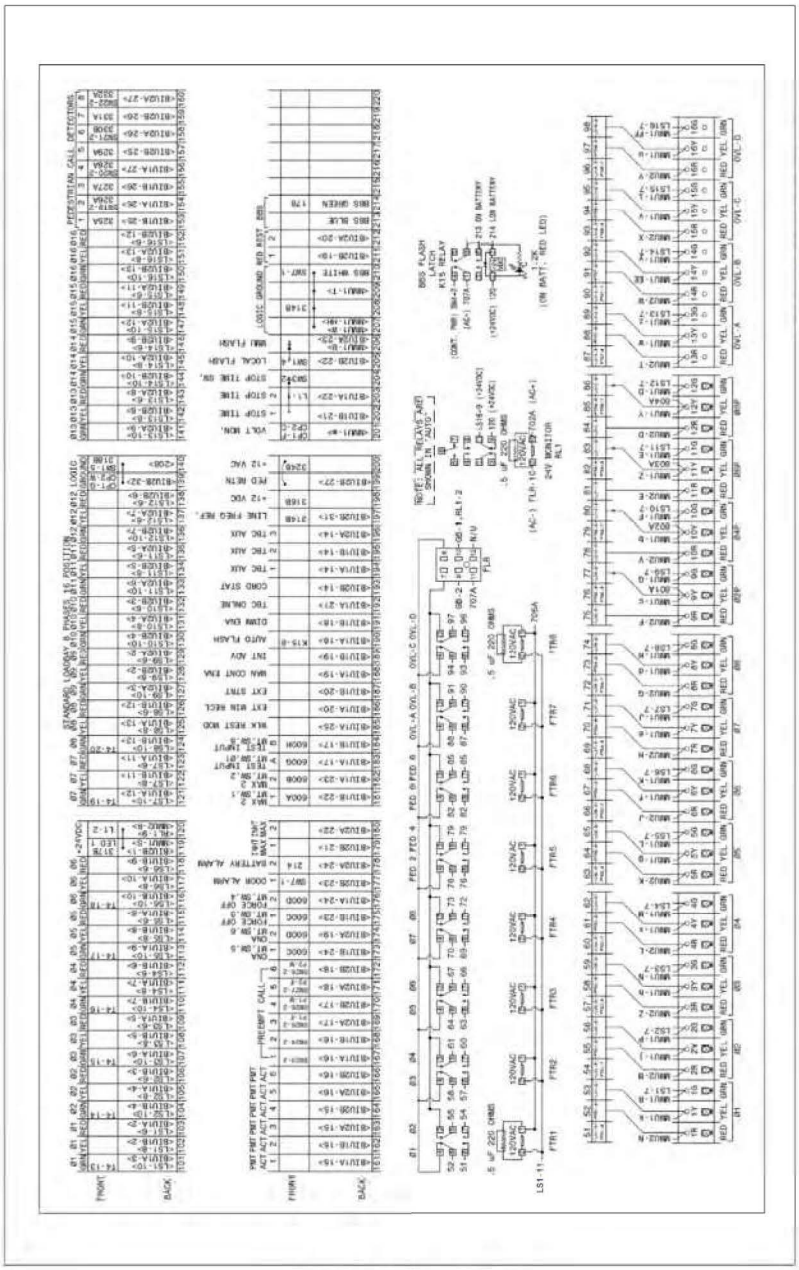
In the event that the Contractor should fail to comply with the conditions of the foregoing guarantee within (10) days time, after being notified of the defect in writing, the City shall have the right, but shall not be obligated to repair, or obtain the repair of the defect and the Contractor shall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



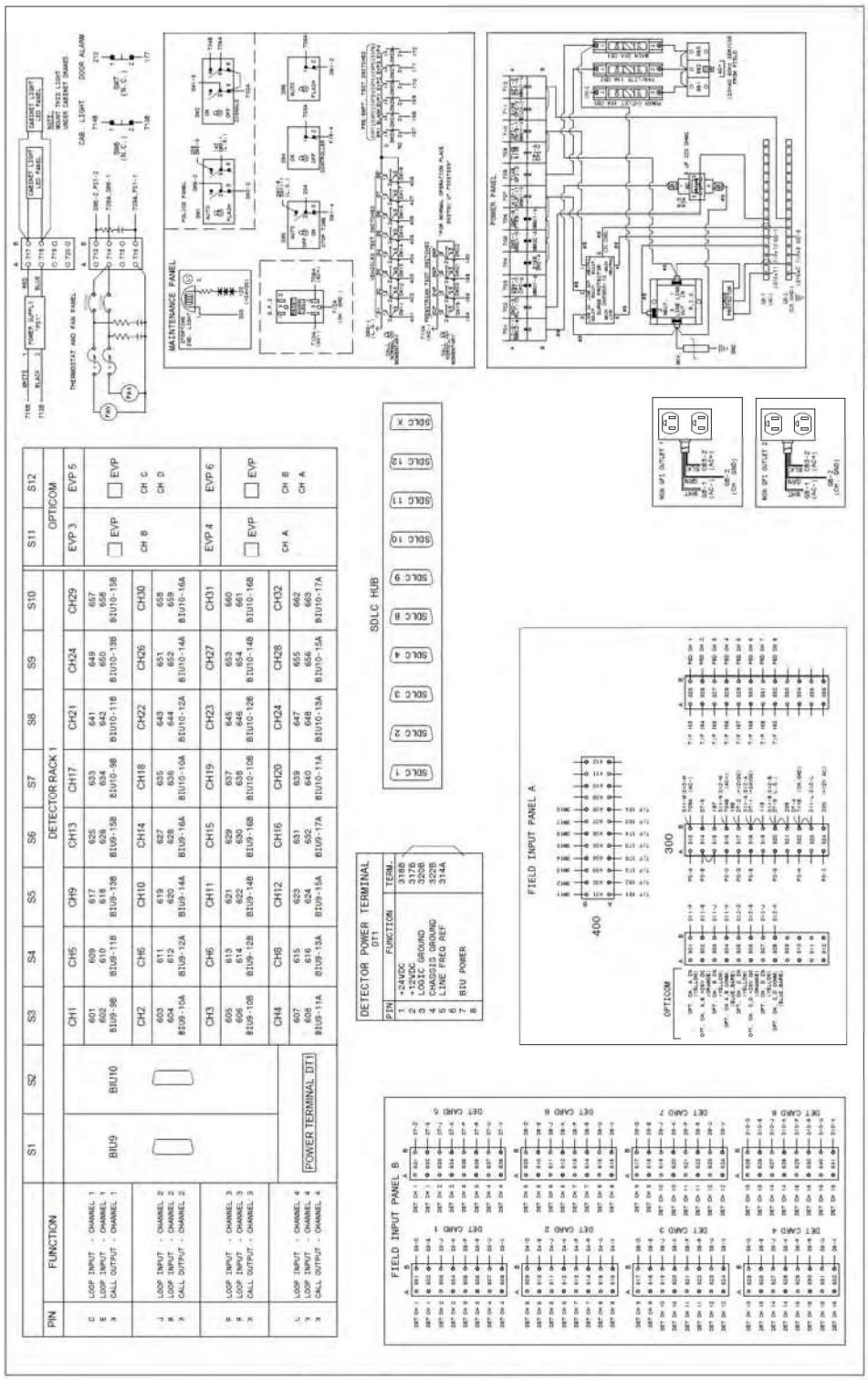
TS 2 – Type 1, Type 'R'
Cabinet Layout



Controller Cabinet Schedule



Load Bay Wiring



Controller Cabinet Wiring

11.16 VIDEO DETECTION SYSTEM – ECONOLITE VISION

In general, the video detection system shall provide real time detection of vehicles, bicycles and motorcycles entering the camera's field of view with an accuracy of 99% minimum, when compared to conventional inductive loops. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion conditions. The video detection system consists of video sensors, a communication interface panel, mounting brackets and cabling hardware. For 33X cabinet with Model 2070 controller, the video detection system will include an input/output card mounted in the input file.

Video Detection System Hardware

The video detection system shall be an Econolite Autoscope Vision.

Video Sensor

The video detection system shall include a video sensor that integrates a high-definition (HD) camera with an embedded processor for analyzing the video and performing detection.

Camera and Processor

The camera shall be a color CMOS imaging array.

The camera shall have HD resolution of 720p minimum (1280x720 pixels).

The camera shall include a minimum 10X optical zoom to enable stop-line and advance detections. The optical zoom shall be remotely controllable from the TMC for temporary traffic surveillance as well as for maintenance purposes.

The camera shall have direct, real-time iris and shutter speed control by the integrated processor.

The processor shall support H.264 video compression for streaming output.

Video Sensor Enclosure Assembly

The camera and processor shall be housed in a sealed IP-67 enclosure.

The faceplate of the enclosure shall be glass and shall have hydrophilic coating on the exterior surface to reduce debris accumulation and maintenance.

The faceplate shall have a thermostatically-controlled indium tin oxide (ITO) heater applied directly on the interior surface to keep the faceplate clear of condensation, snow, ice and frost.

An adjustable aluminum visor shall shield the faceplate from the sun and extraneous light sources. The visor shall not interfere with the full 360° field of view.

An integral aiming sight shall assist in aiming the camera for the detection objectives.

A removable rear cap and cable strain relief shall seal the power connection.

The rear cap shall be tethered to the enclosure to avoid dropping the cap during installation.

The rear cap shall be fastened to the body of the video sensor with a single, captive bolt.

The rear cap and enclosure shall include Gore breathers to equalize internal and external pressure.

The sensor shall be self-supporting on manufacturer's mounting brackets for ease of installation.

Power and Communications

Power and communications for the video sensor shall be carried over a single three-conductor cable of 18 AWG minimum and with a polyethylene jacket. The cable shall be of sufficient length and slag.

Termination of the three-conductor cable shall be inside the rear cap of the enclosure on a three-position, removable Phoenix terminal block. Each conductor shall be attached to the Phoenix plug via a screw connection.

The video sensor shall operate over an input voltage range of 89 to 265 VAC at 50 or 60 Hz.

Power consumption shall be no more than 16 watts maximum including heater.

No supplemental surge suppression shall be required outside the cabinet.

All communications to the video sensor shall be broadband-over-power via the same three-conductor cable that powers the unit. Coaxial cable shall not be required.

Communications Interface Panel

The video detection system shall include an interface panel in the traffic cabinet that manages communications between the video sensors, the traffic management center, a maintenance technician, and the traffic cabinet itself.

Video Sensor Connection

The communications interface panel shall provide connection points for four video sensors.

Each sensor connection shall be a 3-pole terminal block, which supplies power and broadband-over-power communications to the sensor.

The broadband-over-power communications shall provide a throughput of 70 to 90 Mbps.

The broadband-over-power connection shall support at least 1,000 feet of cabling to the video sensor.

Each video sensor connection shall include a power switch.

There shall be an LED for each video sensor to indicate the state of the power to the sensor and an LED for each video sensor to indicate the status of communications.

Each video sensor connection shall contain a resettable fuse.

Each video sensor connection shall provide high-energy transient protection.

Traffic Operation Center (TOC) Communications

An Ethernet port shall be provided to connect to a TOC.

The TOC connection shall support 10/100/1000 Mbps Ethernet communication.

The communications interface panel shall proxy all network requests that arrive on the TOC connection to avoid unwanted network traffic from reaching the broadband-over-power network between the communications interface panel and the video sensors.

All communications to the video detection system through the TOC connection shall be to a single IP address.

Local User Communications

A wired Ethernet port shall be provided to connect the user at the cabinet to the video detection system for setup and maintenance purposes.

The maintenance port shall support 10/100/1000 Mbps Ethernet communication.

All communications to the video detection system through the maintenance port shall be to a single IP address.

The maintenance port shall support DHCP to automatically assign an IP address to the user's computer, if desired.

An 802.11g Wi-Fi access point shall allow wireless connection to the video detection system at the cabinet for setup and maintenance purposes.

All communications to the video detection system through the Wi-Fi access point shall be to a single IP Address.

The Wi-Fi access point shall support DHCP to automatically assign an IP Address to the user's computer.

The Wi-Fi access point shall include a dipole, omnidirectional antenna.

A momentary pushbutton shall allow the user to turn the Wi-Fi access point on or off.

The Wi-Fi access point shall turn itself off automatically after a period of inactivity from connected devices.

An LED shall indicate when the Wi-Fi access point is enabled.

The Wi-Fi access point shall operate simultaneously with the wired maintenance port and with the TMC connection.

Traffic Controller Connection

The communications interface panel shall provide one connection to communicate to the traffic controller through the cabinet.

The traffic controller connection shall support a TS2 Type 1 compatible SDLC interface.

The traffic controller connector shall be a 15-pin female metal shell D sub-miniature type connector to support a standard NEMA TS2 or TEES SDLC cable.

The traffic controller connection shall support a protocol interface to SDLC-capable traffic controllers (NEMA or TEES).

The traffic controller connection shall support the NEMA TS2 SDLC protocol to include up to 64 detector outputs and 32 inputs.

The traffic controller connection shall be able to connect to a wired input/output card, which supports wired I/O in cabinets without a SDLC-capable controller.

The wired I/O data communications link shall support at least 24 outputs and 16 inputs.

SDLC communications and the input/output card communication shall be able to operate simultaneously.

USB Ports

The communications interface panel shall include two USB 2.0 ports to allow system and application software installation via portable media without removing the communication interface panel from the cabinet.

Power

The communications interface panel shall accept input voltage in the range of 89-265 VAC, 50/60 Hz power from the transient-protected side of the cabinet.

The communications interface panel shall be protected by two slow-blow fuses. Two spares shall be attached to the panel.

Input/Output Card

The video detection system shall support an input/output card that communicates with the communications interface panel for real-time detection states and other I/O to the traffic controller. The card may reside in a standard detector rack or shelf-mount enclosure with power module.

The input/output card shall comply with the form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack or Caltrans TEES Input File.

The card shall occupy two slots of the detector rack.

The card shall provide four detector outputs on its rear-edge connector.

A front connector shall provide communication to the communications interface panel.

A front connector shall allow 16 inputs and 24 contact-closure detector outputs for wiring into the cabinet.

A front panel LED for each of the 16 inputs and 24 outputs shall indicate the state of the input or output.

The wired input/output card shall support optional expansion cards in other slots. Each expansion card shall support 4 outputs to the back edge of the card.

The input/output card shall support optional harnesses for connection to Input Files or C1, C4, C11, and C12 ports to support Type 170 or Type 2070 controllers.

System Software

The video detection system shall include management software for configuration, monitoring and data collection purposes.

Management Software

Management software shall be a Windows-based application.

The software shall be compatible with Windows 7 and Windows 10 operating systems or their later versions.

The software shall communicate with the video detection system via Ethernet.

The management software shall automatically determine all video sensors and communications interface panels available on the local network and populate a list of all devices.

The management software shall provide the user a means to name individual video sensors and communications interface panels.

The management software shall provide a means for the user to zoom the camera optics while viewing a live video stream.

The management software shall provide a means for the user to calibrate distances in the field of view.

The management software shall provide the user a means to create 4-sided detection zones in the field of view using either a still snapshot or live video.

The management software will overlay an outline of each detection zone over the background image.

The management software shall enable the user to:

- place detection zones anywhere in the field of view for stop line detection and/or advance detection.
- set the desired color of both the on and off states of the detection zone overlay.
- alter the size and shape of any previously created zone.
- overlap zones, either partially or fully.
- name each zone uniquely.
- assign each zone to detect vehicles, to detect bicycles, or to detect both, and to specify different outputs for each type.
- assign the same output to multiple zones such that the output will be on if any of the zones are detecting a vehicle or bicycle.
- assign a single zone to more than one output such that if a vehicle or bicycle is detected, all the assigned outputs shall be turned on.
- create at least 99 detection zones per video sensor.
- retrieve all configuration parameters from video sensors or communications interface panels.
- save all the settings for a video sensor or a communications interface panel to a laptop file.
- read or import all the settings from a previously saved configuration file for a video sensor or a communications interface panel.
- download a new version of the application software into a communications interface panel and its attached video sensors.
- monitor operation of a video sensor.
- The monitoring screen shall include a live video stream from the video sensor with at least HD 1280x720 pixel resolution.
- The monitoring screen shall show indications of detection in real time by changing the color of the detection zone.
- configure different indications for vehicle detections vs. bicycle detections when both are configured for the same zone.
- size and position the following objects anywhere on the screen and to change the color and size of text.
- An indication of when an output is on or off, along with a user-configurable name for that indicator.

- The current time in the video sensor.
- A user-configurable title or name.
- The version number of the video sensor software.
- turn the overlay graphics on or off with a single setting.

The management software shall provide a screen to monitor operation of the intersection with a quad-view video stream from the communications interface panel. The quad-view video stream shall have a resolution of at least HD 1280x720 pixels, where each of the sensor videos comprising the quad-view shall be at least 640x360 pixels.

The user shall be able to configure the order that the sensor videos appear in the quad-view.

The real-time quad-view video stream shall be capable of displaying the overlay graphics for all four sensors simultaneously.

While monitoring the video of a single video sensor or of the quad-view, the user shall be able to request a "snapshot" or single-frame image to save to a named file on a laptop.

While monitoring the video of a single video sensor or of the quad-view, the user shall be able to record a period of the video to save to a named file on a laptop.

System Functionality

Detection Performance

The video detection system shall detect the presence of vehicles in defined zones and turn on the assigned output when the vehicle is present in the zone.

Stop Line Detection

Stop-line detection accuracy shall be 99% minimum.

False-positive stop-line detection shall be 3% maximum.

Advance Detection

Advance detection zone shall be a minimum of 600' from the video sensor. The video sensor's field of view shall extend a minimum of 30' beyond the advance detection zone.

Accuracy data shall be collected over 24-hour time intervals to avoid a single lighting condition, and a minimum of one hundred (100) vehicles per lane. The calculations of detection performance will not include turning movements where vehicles do not pass through the detectors, vehicle lane-change anomalies, or where they stop short or stop beyond the combined detection zones.

Failsafe Mode

The video detection system shall provide a failsafe mode for each video sensor. If the failsafe mode is enabled, all programmed presence detection outputs for the video sensor shall be turned on, thus placing constant calls to the controller. When failsafe mode is disabled, all outputs revert to normal on/off operations.

The video sensor shall continuously monitor the overall contrast in the video. If the overall contrast falls below a preset level (such as caused by dirty faceplate, severe glare, extreme fog,

or temporary ice/snow on the faceplate), the sensor shall enable the failsafe mode. When sufficient contrast is restored in the video, the sensor will disable the failsafe mode.

The communications interface panel shall continuously monitor the connectivity status of the attached video sensors. If any video sensor goes offline due to either electrical failure or internal software failure, the communications interface panel shall enable the failsafe mode for that video sensor. If the video sensor comes back online, failsafe mode shall be disabled.

Data Collection

The video detection system shall automatically collect and store traffic flow data in non-volatile memory for later retrieval and analysis. No additional hardware or software shall be necessary. The data shall include:

Vehicle counts.

Vehicle average speeds.

The management software shall be able to retrieve collected data for a specified period of time or for all currently stored data and save into a standard CSV file.

Operations Log

The communications interface panel and each video sensor shall maintain a time-stamped operations log of routine and special events in non-volatile memory for later retrieval and analysis.

Time Synchronization

The video detection system and management software shall provide three methods to synchronize the time of day clocks in the communication interface panel and the video sensors, as follows:

Manual time synchronization operation by the user, which sets the time to the current time on the laptop where the management software is running.

A configuration setting to allow the communications interface panel to automatically obtain time from the NEMA TS2 protocol on the SDLC channel and broadcast it to the video sensors.

A configuration setting to allow the communications interface panel to automatically obtain time from up to five Network Time Protocol (NTP) sources and broadcast it to the video sensors.

Video Streaming

In addition to the ability to view video streams in the management software, the user shall be able to view video from individual sensors or to view the quad-view from the communications interface panel using a third-party video player application on a tablet, smartphone or laptop computer.

Video Detection System Hardware

Equipment shall be an Econolite Autoscope Vision, or City Traffic Engineer approved equivalent prior to submitting bid.

	Qty	Hardware
Per Leg	1	Autoscope Vision (AVISION) white
	1	Mounting Brackets (34238G24) – 28"
	FT	Econolite 3-wire only cable, 18 AWG, Polyethylene jacket Model 1175-010 for 500 feet. Model 1175-011 for 1000 feet.
Per Intersection	1	Autoscope Vision Comm Manager (AVCM)
	1	SDLC cable **Model 33550G5** for McCain ATC EX2 NEMA (for majority of City of Sacramento configurations). Model 33550G3 for TS2 Cabinet with SDLC Hub 15 pin to 15 pin Model 33550G8 for TS1 Cabinet with 2070 Model 33274G2 for TS2 Cabinet without an SDLC Hub
	1	Ethernet Cable RJ-45 connectors. (200-1020-501)
		Three (3) years System warranty from of date of acceptance

For cabinets without SDLC hub or connections, a Vision I/O 24 Module shall be installed.

For Type R cabinet, the Autoscope Vision Comm Manager (AVCM) shall be mounted on a DIN rail attached to aluminum stock for support on the right side of the cabinet. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails. The Contractor is responsible for making all connections per manufacturer recommendations.

Installation

Camera shall be placed to minimize occlusions of left turn lanes. Occlusions can be minimized by installing the camera on the signal mast arm, in line with the lane striping between the left turn lane and the through lanes. Cameras installed on signal mast arm shall use Econolite 28" extended camera mount. At intersections where the left and through movements go together as standard operation and lefts are not intended to turn separately, the camera can be mounted on a luminaire arm with standard camera mounting bracket.

Camera shall be aimed so that the area of detection is in the top half of the video image. The farthest edge of the detector shall be at the top of the image, and at least four (4) cars shall be visible behind the stop bar, in the top half of the video image. No horizon shall be allowed in the video image.

Video detection system installed in traffic signal cabinets with network switches installed or scheduled to be installed shall use NEMA TS2 connections to controller. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to ensure that all channels are programmed and detection calls are being received by the controller.

Video detection system installed in traffic signal cabinets without network switches installed shall use NEMA TS1 and logic level connections to controller. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to ensure that all channels are programmed and detection calls are being inputted into the controller.

All penetration through signal poles or mastarms shall use Hayco Liquid \Tight Cordgrips or approved equal. Penetration HAYHm of the mast arm.

Software and Programming

An Econolite Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The system shall be programmed to provide stop bar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to ensure the detection calls are being inputted into the controller.

General Aiming and Programming Notes for Video Detection

1. No horizon shall be allowed in video.
2. Camera shall be aimed such that the farthest edge of the detector is at the top of the image. Four to Five cars shall be visible between the stop bar and the top of the video image.
3. The Camera shall be rotated so the stop bar is horizontal in the video image.
4. Detection Zone shall be approximately 65' long or 2 cars.
5. Maximum detectable width is 6 lanes and bike lane.
6. Detector labels shall include assigned phase number and assigned channel number.
7. The phase status shall be displayed.

Technical Support & Warranty

1. All hardware associated with the video detection system shall be warranted for a minimum of three years.
2. The vendor shall provide all firmware and software upgrades to the City of Sacramento free of charge during the warranty period of the product.
3. Technical support shall be free of charge during the warranty period of the product.
4. Vendor shall provide 24/7 technical support.
5. Vendor shall provide training in the operation, setup, and maintenance of the video detection system, at no additional cost to the city.

SECTION NO. 12 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

Required Contract Provisions Federal-Aid Construction Contracts (FHWA 1273)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SECTION NO. 13 - BID PROPOSAL FORMS

Bid Proposal Form
Bid Proposal Guarantee
Drug Free Workplace Policy and Affidavit
Bidder's List of Subcontractor (DBE and Non-DBE) (Exhibit 12-B)
Non-Discrimination in Employee Benefits Ordinance Certification
Minimum Qualifications Questionnaire
Equal Employment Opportunity Certification
Public Contract Code Section 10285.1 Statement
Public Contract Code Section 10162 Questionnaire
Public Contract Code Section 10232 Statement
Non Collusion Affidavit
Debarment and Suspension Certification
Nonlobbying Certification for Federal-Aid Contracts
Disclosure of Lobbying Activities Form and Instructions
Excerpts from the California Labor Code Relating to Apprentices on Public Works

BID PROPOSAL CHECKLIST

The following items are <u>required</u> to be submitted as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.

Included Please (√)		Pages
☐	Bid Proposal Form	
☐	Bid Proposal Guarantee	
☐	Drug Free Work Place Certification	
☐	List of Subcontractors	
☐	Non-Discrimination in Employee Benefits Ordinance Certification	
☐	Minimum Qualifications Questionnaire	
☐	Equal Employment Opportunity Certification	
☐	Public Contract Code Section 10285.1 Statement and Public Contract Code Section 10162 Questionnaire	
☐	Public Contract Code Section 10232 Statement	
☐	Non Collusion Affidavit	
☐	Debarment and Suspension Certification	
☐	Non-lobbying Certification for Federal-Aid Contracts	
☐	Disclosure of Lobbying Activities Form and Instructions	
☐	Cost Breakdown for Lump Sum Electrical Items*	

*** This bidder generated information is due by no later than 4:00PM, four (4) working days from bid opening. Please E-mail to: jledesma@cityofsacramento.org, 916-808-8195.**

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

LAMPASAS AVE – RIO LINDA BLVD INTERSECTION IMPROVEMENTS (T15205500)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Preconstruction Photographs	1	LS	1,200.-	1,200.-
2.	Mobilization (10%)	1	LS	169,000.-	169,000.-
3.	Construction Staking	1	LS	15,000.-	15,000.-
4.	Traffic Control System	1	LS	77,000.-	77,000.-
5.	Clearing and Grubbing	1	LS	7,200.-	7,200.-
6.	Roadway Excavation and Grading (F)	400	CY	230.-	92,000.-
7.	Roadway Imported Fill	85	CY	350.-	29,750.-
8.	Remove Palm Tree	2	EA	1,800.-	3,600.-
9.	Truncated Domes on New Ramps	220	SF	47.-	10,340.-
10.	Cold Plane (3" Depth)	5,650	SY	5.70	32,205.-
11.	Asphalt Concrete (1/2") Pavement to Place	1,200	TON	200.-	240,000.-
12.	Aggregate Base Class 2 to Place	185	CY	550.-	101,750.-
13.	4" PCC Sidewalk to Construct	3,965	SQFT	15.50	61,457.50
14.	4" PCC Stamped Median Concrete to Construct	420	SQFT	30.-	12,600.-
15.	Curb and Gutter Type 1 to Construct	55	LF	48.-	2,640.-

16.	Curb and Gutter Type 2 to Construct	655	LF	56.-	36,680.-
17.	Curb Type 3 to Construct	145	LF	54.-	7,830.-
18.	Curb Type 4 to Construct	165	LF	65.-	10,725.-
19.	Curb Type 14 to Construct	31	LF	116.-	3,596.-
20.	Retaining Curb to Construct	125	LF	135.-	16,875.-
21.	Concrete Pedestrian Passageway to Construct	95	SQFT	25.-	2,375.-
22.	Commercial Driveway to Construct	1,935	SQFT	15.-	29,025.-
23.	Decomposed Granite (Stabilized)	775	SQFT	15.-	11,625.-
24.	Adjust Sanitary Sewer Cleanout to Grade	1	EA	1,900.-	1,900.-
25.	12" RCP Storm Drain Pipe to Install	10	LF	265.-	2,650.-
26.	Drain Inlet to Remove	1	EA	1,700.-	1,700.-
27.	Type B Drain Inlet to Construct	2	EA	5,500.-	11,000.-
28.	Adjust City Streetlight Vault	1	EA	300.-	300.-
29.	Remove Water Valve (Asbestos Concrete Pipe)	4	EA	2,800.-	11,200.-
30.	Storm Drain Manhole to Construct	1	EA	19,500.-	19,500.-
31.	Adjust Gas Valve Lid to Grade	2	EA	1,900.-	3,800.-
32.	Adjust Water Valve Lid to Grade	2	EA	1,900.-	3,800.-
33.	Reconstruct Existing Inlet Grate and Frame	1	EA	3,600.-	3,600.-
34.	Adjust Water Meter Lid to Grade	1	EA	110.-	110.-
35.	6" Water Valve to Install	3	EA	4,000.-	12,000.-
36.	Adjust Storm Drain Manhole to Grade	1	EA	2,600.-	2,600.-
37.	Adjust Sanitary Sewer Manhole to Grade	5	EA	2,600.-	13,000.-
38.	12"x6" Reducing DI Tee to Install	2	EA	19,000.-	38,000.-
39.	Cut and Cap 4" AC Water Line	1	EA	4,000.-	4,000.-

40.	6" PVC Water Line to Install	120	LF	600.-	72,000.-
41.	Thermoplastic Traffic Striping Detail and Pavement Markings to Remove	1	LS	5,500.-	5,500.-
42.	Thermoplastic Traffic Striping Detail and Pavement Markings to Place	1	LS	38,525.-	38,525.-
43.	New Sign Post to Install	22	EA	250.-	5,500.-
44.	Existing Traffic Sign to Relocate	3	EA	300.-	900.-
45.	New Traffic Sign to Place	61	EA	350.-	21,350.-
46.	Street Lighting System	1	LS	40,000.-	40,000.-
47.	Pedestrian Crossing System (RRFB)	1	LS	165,000.-	165,000.-
48.	Traffic Signal Detection Modifications (Del Paso Blvd/Lampasas Ave)	1	LS	153,000.-	153,000.-
49.	Slurry Seal (Type II)	345	SY	62.-	21,390.-
50.	Base Failure Repair	1,200	SY	60.-	72,000.-

CONTRACTOR NAME: Ghilotti Bros., Inc. TOTAL $1,698,798.50

It is understood that this Bid Proposal is based upon completion of the Work within a period of **NINETY-FIVE (95) WORKING DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Work under these Special Provisions shall be performed by qualified personnel experienced in work described herein. The Contractor and/or its subcontractor shall possess current and active licenses issued by the California Contractors State License Board for Class A – General Engineering Contractor and Class C10 – Electrical at the time of the bid submittal and throughout the construction period. Any cited violations or pending violation investigations by the California Contractors State Licensing Board within three years prior to the date of the bid submittal shall be fully disclosed in the bid.

Class A License Number: 132128
Name and Address of Licensee: Ghilotti Bros., Inc., 525 Jacoby Street, San Rafael, CA 94901
Issue Date: 07/21/1952
Expiration Date: 12/31/27
License Status: Active

Class C10 License Number: 1003811
Name and Address of Licensee: ST Francis Electric, P.O. Box 2057, S
Issue Date: 05/19/2015
Expiration Date: 05/31/2027
License Status: Current / Active

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

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

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

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

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

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

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

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

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

Add. #	1 (One)	DATE	July 21, 2026
Add. #	2 (Two)	DATE	July 31, 2026
Add. #	3 (Three)	DATE	August 7, 2026

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

Corporation

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

Ghilotti Bros., Inc. a California corporation
Michael M. Ghilotti, President
Gino G. Ghilotti, Secretary

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

($10% of Bid Amount) not less than ten percent (10%) of amount Bid Proposal

_____ CERTIFIED CHECK
_____ CASHIER'S CHECK
X BID BOND
_____ MONEY ORDER
_____ OTHER SECURITY

CONTRACTOR:

By _____
(Signature)

David Cantor
(Print or Type)

Title Chief Estimator
Address 525 Jacoby Street,
San Rafael, CA 94901
Telephone No. 415-454-7011

Fax No. 415-454-8376

email address davec@gbi1914.com

Date 08/12/2026

FOR CITY USE ONLY

Bid Bond Security
☐ Properly Signed ☐ *Improperly Signed*
☐ *Not Included* ☐ Not Required

Type of Deposit
☐ Bid Bond ☐ Cashier/Certified Check
☐ Other_____ Initial:_____

Contractor's License No. 132128 Type A, C8, C12, C21, C31, C32, C42, HAZ

Expiration Date 12/31/27

Tax I.D. Nos.- Fed. 94-1199284 State CA

City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing.)

General Engineering Contractors – Excavating, Paving, Grading, Concrete, Underground
525 JACOBY STREET • SAN RAFAEL, CA 94901 • TELEPHONE (415) 454-7011 • Fax (415) 454-8376
STATE CONTRACTORS LICENSE# 132128

CORPORATE RESOLUTION

I, Michael M. Ghilotti, C.E.O. of Ghilotti Bros., Inc., a corporation organized under the laws of the State of California, do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and by-laws of said corporation on the 26th day of June 2023.

RESOLVED, that David Cantor, Chief Estimator, is hereby authorized to sign all bid, subcontract, and contract documents for Ghilotti Bros., Inc.

IN WITNESS WHEREOF, we the Board of Directors set forth our names and affix the seal of said corporation, this 26th day of June 2023.

Michael M. Ghilotti, Chief Executive Officer

Gino G. Ghilotti, Secretary

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL 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 Agreement 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 Agreement, 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 Agreement 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 was within three 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 AGREEMENT, 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: Ghilotti Bros., Inc.

BY: _____ David Cantor, Chief Estimator **Date:** 08/12/2026
Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: HSIPL 5002(212)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME: Pavement Coatings Co. City, State: Jurupa Valley, CA	Slurry Seal #49	$24,385	#49: 100%	303609 / 1000003382	-	—	< $1 million; < $5 million; < $10 million; X < $15 million; Age of Firm in years
NAME: Farwest Safety City, State: Lodi, CA	Signs #43-45	$27,750	100%	523187 / 1000001371	-	—	< $1 million; < $5 million; X < $10 million; < $15 million; Age of Firm in years
NAME: Specialized Pavement Markings City, State: Anderson, CA	Striping #2, 41, 42	$58,525	#2: 8.53% #41-42 100%	854894 / 1000886659	-	—	< $1 million; < $5 million; X < $10 million; < $15 million; Age of Firm in years
NAME: ST Francis Electric City, State: San Leandro, CA	Electrical #46-48	$352,000	#46-48 100%	1003811 / 1000022208	-	—	< $1 million; < $5 million; X < $10 million; < $15 million; Age of Firm in years
NAME: City, State:							< $1 million; < $5 million; < $10 million; < $15 million; Age of Firm in years
NAME: City, State:							< $1 million; < $5 million; < $10 million; < $15 million; Age of Firm in years
NAME: City, State:							< $1 million; < $5 million; < $10 million; < $15 million; Age of Firm in years
NAME: City, State:							< $1 million; < $5 million; < $10 million; < $15 million; Age of Firm in years
NAME: City, State:							< $1 million; < $5 million; < $10 million; < $15 million; Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:
HSIPL 5002(212)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
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NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER NOTICE REQUIREMENTS

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

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

Attachment A

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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:

   CSLB 132128 EXP 12/31/27 ISS: 07/21/1952
   Class: A, C8, C12, C21, C31, C32, C42, HAZ

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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) x 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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

NOTE: 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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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 San Rafael, CA (Location), on 08/12/2026 (Date).

Signature: _____

Print name: David Cantor

Title: Chief Estimator

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Ghilotti Bros., Inc., proposed subcontractor ALL, hereby certifies that he has X, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of Sacramento
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: David Cantor

Title: Chief Estimator

Telephone No.: 415-454-7011 Date: 08/12/2026

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

City of SACRAMENTO

BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address)	Type of Organization ("X" one)
Ghilotti Bros., Inc. 525 Jacoby Street, San Rafael, CA 94901	☐ Individual ☐ Partnership ☒ Corporation ☐ Limited Liability Co. ☐ Other: _____ State of Organization formation: California

SURETY (Name and business address,)	(agent name and phone number)
Hartford Fire Insurance Company One Pointe Drive, 6th Floor Brea, CA 92821	Gallagher Brokerage & Insurance Solutions, Inc. Ph #415-878-2467

a corporation duly organized under the laws of the State of Connecticut and duly licensed to issue this bond as authorized by the State of California. California License No. 0085-1

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: Lampasas Ave at Rio Linda Blvd Intersection Safety Improvements Project
Project Number: (PN: T15205500)
Bid Transaction Number: FEDERAL AID PROJECT NO.: HSIPL 5002(212), CITY CONTRACT NO.: T15205500

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: Ghilotti Bros., Inc.

By: _____
Name: David Cantor
Title: Chief Estimator

(Seal)

Surety: Hartford Fire Insurance Company

By: _____
Name: Kelly Holtemann
Title: Attorney-In-Fact

(Seal)

Revised: 2020

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Marin)

On July 29, 2024 before me, Nathalia P. Sholl , Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Kelly Holtemann
Name(s) of Signer(s)

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

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: GALLAGHER BRKRG & INS SOLTN INC
Agency Code: 57-554795

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Nerissa S. Bartolome, Patrick R Diebel, Lucy M. Dunham, Valerie Garcia, Andrew S. Holloway, Kelly Holtemann, Christopher M. Howell, Keith Lovitt, Mark M. Munekawa, Jacquelin Muro Silva, Zachary V. Overbay, Christina Parsons, Rossio Polio, Karen Rhodes, Yvonne Roncagliolo, Charles R. Shoemaker, Nathalia P. Sholl, Kathleen West of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 30th day of March, 2026, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 644184
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 29th, 2026

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

TITLE VI

Title VI Language

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations:

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination:

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports:

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance:

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (***Recipient***) shall impose such contract sanctions as it or the (***Name of Appropriate Administration***) may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions:

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (***Recipient***) or the (***Name of Appropriate Administration***) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (***Recipient***) to enter into such litigation to protect the interests of the (***Recipient***), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION NO. 14 - CONTRACT FORMS

Agreement
Performance Bond
Payment Bond
Worker's Compensation Certification
Construction & Demolition Debris Recycling Requirements
Guarantee

C&D Debris Waste Management Plan

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

Form submitted by:	
	Please attach a business card, or put your name with a phone number and/or an email address.

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min $40, max $800); security deposit, if applicable, is 1% of bid amount (max $10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: _____ Engineering Estimate: _____
Contractor: _____ Phone: _____
Address: _____ Email: _____

B. Briefly describe the project:

_____

_____

_____

_____

_____

C. Materials Required to be Recycled

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

50%
of all debris must be recycled

D. Material Management.

1. **How will C&D debris will be stored on the project site**: ____ Mixed C&D ____ Source-Separated
2. **Company to haul away debris**: _____
3. **Facilities to receive debris**: _____

C&D Debris Waste Management Plan

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

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at http://www.cityofsacramento.org/utilities/.

1. **Self-haul or self-hauling**: This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler**: Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation**: This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris**: This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility**: See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL** Clean Wood Waste (unpainted, untreated lumber, plywood and OSB), Inert Materials (concrete, asphalt paving, brick, block, and dirt), Wooden Pallets, Scrap Metal, and Corrugated Cardboard must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

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.

C&D Debris Waste Log

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

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

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

SECTION NO. 15 - SCHEDULE OF WAGES DATED MAY 18, 2026

SECTION NO. 16 - LABOR COMPLIANCE REQUIREMENTS

City of SACRAMENTO

LABOR COMPLIANCE REQUIREMENTS

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

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

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software. If the 'comma delimited file' option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPtracker, meeting the required deadlines for those documents.

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

City of
SACRAMENTO

LABOR COMPLIANCE HANDBOOK 2023

Revised 10/16 /2018

City of SACRAMENTO

Introduction

Contractors who are awarded contracts on City of Sacramento public works projects are subject to State and Federal Laws and regulations governing the payment and reporting of wages, the use of apprentices, and other applicable labor standards provisions. The City of Sacramento monitors prime contractors' and subcontractors' compliance with labor standards by collecting certified payroll records; conducting on-site interviews of works at the construction sites; when appropriate, audits of contractors' records; and engaging in other activities, as necessary, to ensure labor compliance. Labor Compliance officers make preconstruction presentations to inform contractors of their obligations to comply with labor standards provisions.

Electronic web submittals of labor compliance documents are effective as of May 1, 2007. Each contractor and every lower tier sub-contractor are required to submit labor compliance documents electronically at the discretion of the City of Sacramento utilizing LCPtracker.net.

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

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City of
SACRAMENTO

Labor Compliance Requirements

(Prevailing Wage, SB 854, AB219, Etc.)

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

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

SB 854 – Important Information for Contractors

- **No contractor or subcontractor** may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- The prime contractor must post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit.)

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $400. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
- Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the

registrant to bid on and perform public works.

- Additionally, **all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner** (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at http://www.dir.ca.gov/Public- Works/SB854.html *(also for all SB854 related information)*.

Concrete Delivery Legislation (AB 219) Fact Sheet

Assembly Bill 219 (Daly, Chapter 739, Statutes of 2015) adds Section 1720.9 to the Labor Code. This bill expands the definition of public works under the California Prevailing Wage Law to include:

> …the hauling and delivery of ready-mixed concrete to carry out a public works, contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

Section 1720.9 defines the term ready-mixed concrete and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the Department of Industrial Relations. The statute also requires a written agreement between the party hauling or delivering ready-mixed concrete and the party that engaged its services. The agreement must specify compliance with the Prevailing Wage Law.

Finally, section 1720.0 requires that the hauling or delivery company provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

The amendments do not apply to public works contracts that were advertised for bid or awarded prior to July 1, 2016.

Registration with the Department of Industrial Relations

Ready-mix haulers and companies that deliver ready-mixed concrete for public works projects are considered subcontractors under Labor Code section 1722.1 and must register with the Department of Industrial Relations as specified in Labor Code section 1725.5. A Contractors State License Board license is not required to register with DIR or to work on a public works project (contractors working in a trade that is subject to licensing by the CSLB will still be subject to CSLB licensing requirements).

Suppliers and other trucking companies will need to provide a Public Utilities Commission license number, U.S. Department of Transportation license number, and any other state or federal license, if one is required for your business. If none of these apply, the supplier can register with DIR by selecting other in the license type menu and entering N/A for not applicable in the license number field.

Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)

Every contract for any construction project, as defined in Section 1782 of the California Labor Code, to be performed within the state at the expense of the city, or paid out of city moneys, whether such work be done directly under contract award, or indirectly by or under subcontract, sub partnership, day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in addition to other provisions required by law, that any person performing labor in the state in execution of such contracts, subcontract, sub partnership, day labor, station labor, piece work or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the city; provided, however, that the foregoing provisions as to payment of the general prevailing rate of wages shall not apply to: (a) contracts for any construction project originally awarded or executed in an amount of twenty-five thousand dollars (**$25,000.00**) **or less**; (b) contracts for any **alteration, demolition, repair, or maintenance work** originally awarded or executed in an amount of fifteen thousand dollars (**$15,000**) **or less**; (c) materials for which no manufacturing plant exists in the city; or (d) standard materials or commodities carried in stock by dealers or manufacturers generally.

The general prevailing rate of wages shall be the general prevailing rate of wages for the area in which the city is located as determined by the director of the Department of Industrial Relations pursuant to Labor Code Section 1773. Every contract for which the payment of the general prevailing rate of wages is required shall provide that the determination of the director of the Department of Industrial Relations in force at the time the notice to bidders is published with respect to the general prevailing rate of wages in private employment in the city for similar work shall be binding upon the parties any contract awarded as a result of such notice.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at http://www.dir.ca.gov/. Frequently asked questions can be found on the following link at: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.
Please refer to http://www.dir.ca.gov/ *for general requirements by DIR (Department of Industrial Relations in the State of California).* ***For additional information about public works requirements, please visit the public works section at*** http://www.dir.ca.gov/Public-Works/PublicWorks.html***.***

California Wage Determinations

Website
The State Wage Determination can be found on-line by accessing the following web site:
http://www.dir.ca.gov/OPRL/pwd/

For additional information you may contact: **Division of Labor Statistics and Research (DLSR) (415) 703-4774.**

The State Wage Determinations list the basic crafts, (operating engineers, carpenters, laborers, etc.) by location; most sub trades (electricians, plumbers, etc.) are by county *(In the event of multiple funding sources, a comparison of the state and federal determination must be made, and the higher wage rate must be applied.)*

Issue Date:
The State Wage Determinations are published twice a year; approximately **February 22** and **August 22**, to reflect updated wage increases incurred. Please be cognizant that increase dates do vary.

Single Asterisk * (Good for life of project)
Example: Expiration Date of Determination: June 27, 2008*

*Effective until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Double Asterisks ** (Indicates expiration date & a wage or fringe benefit increase)
Example: Expiration Date of Determination: June 30, 2009**

** The rate to be paid for work performed after this date has been determined. **If work will extend past this expiration date, the new rate must be paid** and should be incorporated in contracts entered into now. Contact Division of Labor Statistics and Research (415) 703-4774.

On-Site Posting Required
All contractors must post a copy of the applicable State Wage Determinations and Labor Compliance Contacts sheet provided at the preconstruction meeting.

Federal Wage Determinations

Web Site
The Federal Wage Determinations can be found on-line by accessing the following web site: http://www.wdol.gov. **Applicable Federal Wage Determinations are included in your contract.**

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the US Department of Labor) to all workers employed in the execution of the contract on federally funded construction projects. In the event of multiple funding sources, a comparison of the state and federal determination must be made, and the higher wage rate must be applied.
https://www.dol.gov/compliance/guide/dbra.htm

Publication Date
There is no set date that the Federal Wage Determination is published; it is modified as needed.

Good for the Life of the Project
The applicable Federal Wage Determination is good for the life of the project.

On-Site Posting Required
All contractors must post a copy of the applicable Federal Wage Determination and the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster that is provided at the preconstruction meeting.
https://www.dol.gov/compliance/guide/dbra.htm

Sole Proprietors

Are sole proprietor contractors required by law to pay prevailing wages and submit eCPRs for work done on public works projects?
Sole proprietorship and general partnership companies without employees are required to pay themselves prevailing wages, in accordance with Labor Code section 1774 that states that all workers must be paid prevailing wages. If the worker is also the employer and sole proprietor for whom no payroll exists, the owner should submit eCPRs and must show that that the rate of pay is at or above the required prevailing wage. (The courts have ruled that sole owner companies cannot pay less than the prevailing wages. As such, any contract that is entered into that undercuts the labor component is unlawful.)

What if the company hasn't hired any workers yet, so the owner does all the work? What if the company has employees, but the owner/partner/corporate officer does some work as well?
In the first situation, treat the business as if it were a sole proprietorship and do as explained in the following question. In the second situation, you must first determine if the work done by the owner/partner/officer falls into the category of prevailing wage work. If the work was prevailing wage work, then do as listed below assuming the worker is the owner. In the situations that the worker is the corporate officer who receive a fixed salary, you should annualize the salary to calculate the hourly rate. In the events that the hourly rate is less than the prevailing wage rate, the worker should receive the additional payment to meet the required amount.

As a sole proprietor, how do I calculate my pay rate?
You should divide your profit before labor costs (i.e., the amount of contract less fixed cost and variable costs) by the total number of hours you worked on the public works site. Please note that if your labor profit goes below the prevailing wage rate, you could be subject to public works penalties for failing to pay the correct prevailing wage rate. You need to attest under penalty of perjury that you are at or above the required prevailing wage rate for the craft/classification worked.

Do I have to issue myself a paycheck?
An individual who performs skilled or unskilled labor on a public works project is entitled to be paid the applicable prevailing wage rate for the time the work is performed, regardless of whether the individual holds a particular status such as partner, owner, owner-operator, independent contractor or sole proprietor, or holds a particular title with the employer such as president, vice-president, superintendent or foreman. In accordance with Labor Code 1774, the contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

What happens if I lose money on the job?
The courts have held that sole proprietors cannot undercut labor costs in order to get a public works project. This would be out of compliance with public works laws and would give an unfair advantage to businesses that have no employees.

What if I do not have employees or a FEIN number?
You will need to use your social security number in order to report your hours in the DIR's online eCPR system.

Am I subject to payroll taxes?
No, as a sole proprietor, you are not subject to payroll taxes, but you may be subject to income taxes.

Do I have to employ apprentices?
Generally speaking, yes. However, the exemptions to employ apprentices are listed below.

- Labor Code 1777.5 does not apply to general contractors whose contract is under $30,000.
- When the craft or trade is not apprenticeable.
- When the contractor holds a sole proprietor license and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

- When the project is a federal project and the funding of the project does not contain any city, county, and/or state monies unless the project is administered by a state agency in which case the apprenticeship requirements apply.
- When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

Prevailing Wage Questions and Answers Regarding Off- Site Hauling

Q. Will the new Driver (On/Off Hauling To/From Construction Site) rates replace the Teamster (construction site) rates and the superseded six county Driver determinations as the default rate for off the site hauling as of March 4, 2009?

A. Yes. In the absence of trucking rates for other types of materials or for different types of trucks involving On/Off Hauling To/From the Construction site, the off-the-site rates apply. For covered work that was advertised for bid prior to March 4, 2009, the on-site rate will apply except for the six counties that had an off- site rate (Labor Code section 1773.6). The new On/Off Hauling rates are not applicable to projects advertised for bids prior to March 4, 2009.

The date of notice or call for bids also referred to as the bid advertisement date is defined as the date the first notice inviting bids was published in a newspaper of general circulation or promulgated in a legally sufficient manner which results in a contract being awarded with or without competitive bidding (Title 8, California Code of Regulations section 16000).

Q. Will the Driver (On/Off Hauling To/From Construction Site) rates apply to truck drivers operating trucks in addition to dump trucks and ready-mix trucks?

A. Yes. The dump truck rates at their minimums will apply to other types of trucks performing off-the-site hauling (to or from a construction site) except for ready mix trucks which have their own prevailing wage determination.

Q. Will the Driver (On/Off Hauling To/From Construction Site) rates apply to drivers when they perform hauling to or away from the job site while working for an on-site contractor?

A. Yes. The off-site hauling rate(s) is the minimum rate of pay required for this type of work. In support of the off-site rate being paid, contractors are required to maintain documentation including the hours worked for each worker regarding the craft, classification or type of work being performed.

Q. What rate (the on-site or the off-site) applies to drivers who pick up materials from a dedicated material supply source that was specified in the construction contract documents?

A. This question will require the Director to determine coverage of the work and the appropriate rate to be paid based on specific facts and circumstances such as the actual location of the dedicated facility and other relevant information. At this time, it is not possible to answer this question in a general manner.

Q. Will the Driver (On/Off Hauling To/From Construction Site) rate(s) apply to drivers who haul refuse from the construction site?

A. Yes. The Driver (On/Off Hauling To/From Construction Site) rate(s) will apply to drivers who haul refuse away from the construction site. See Labor Code section 1720.3; PW Case 2006-017, Off-hauling of Contaminated and Clean Soil - Long Beach Unified School District, Avalon School, (6/26/07), (explaining that off-haul of contaminated soil to a land fill is covered public work under Labor Code section 1720.3); Public Works Case No. 2008-027, On-Haul and Off-Haul to and from the Friendly Senior Center-Abatement and Demolition Project-City of Morgan Hill (10/31/08).

Q. What rate (on-site or off-site) applies to a driver who performs off-the-site hauling for:

- 1. Material supply company?
- 2. For-hire trucking company?
- 3. A construction company who also operates a legally separate and independent material supply company and does not interchange the drivers between the two companies?

A. The answer to all the questions above is the off-site rate but only when the work itself is covered.

Q. What rate (the on-site or the off-site) applies when a driver who works for a construction company who uses the same driver to haul material on the site of construction and also perform work off the site that is covered by prevailing wages?

A. The off-site rate will be the minimum rate of pay for workers employed by contractors and subcontractors when those workers are performing covered off-site work. The on-site activities by these workers would require the on-site rate.

Q. Do the dump truck rates apply to all trucks delivering or picking up materials to and from a construction site irrespective of their size or tonnage, or the material being hauled or the type of truck?

A. The answer is yes until rates for these other types of trucks or sizes or types of material differentials are published as prevailing. Note that mixer truck has its own prevailing wage rate.

Q. What location determines the appropriate rate of pay (job site, material supply source, off-the-site delivery point, employer's off-the-site yard or shop, etc.)?

A. The geographic location of the covered job site determines the county or area rate to be applied.

Q. Does the geographic location of the job site prevail when the driver drives through different counties with different rates?

A. Yes. The rate is determined by the location of the job site.

Q. What Prevailing Wage Rate applies when the driver picks up material from a covered job site in one county and delivers it to another covered job site that has a different county rate?

A. The employer should pay the off-site rate required by the job site where the public works construction contract requires the removal of the material (originating site) to be delivered to the second covered site.

Q. Is an employee driving for an intrastate or interstate trucking company entitled to prevailing wages when performing covered work?

A. Yes. Such drivers are subject to all the prevailing wage requirements including the overtime rates. The Prevailing Wage determinations set forth the overtime rates and requirements but only when the work itself is deemed to be covered. Wage and hour exemptions that may be otherwise applicable are not available for covered public works.

Q. May an employer pay more than the indicated health & welfare, pension, vacation & holiday rates and other such employer payments?

A. Yes, the employer may pay higher rates. The prevailing wage rates are minimums. The employer may pay lower benefit rates than indicated on the determination and transfer the difference to the basic hourly rate. In no case can the total compensation be less than the total hourly rate which includes the total of the basic hourly rate and the employer payments (Labor Code sections 1771 and 1774). There are two caveats: (1) The employer may not pay less than the specified published basic hourly rate (the wage rate). (2) The other employer payments must be legitimate meaning that they must be irrevocably paid to third person or trustee pursuant to a plan, fund or program for the benefit of the employee (Labor Code section 1773.1).

http://www.dir.ca.gov/OPRL/FAQ_Hauling.html

Apprentice Requirements for Public Work Projects

California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information (DAS140)
2. Employ registered apprentices (DAS142)
3. Make training fund contributions (CAC2)

Submit contract award information (DAS140)

If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee:
"Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade that has approved the contractor in the area of the site of the of the public works project." The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. You may use form DAS 140 for this purpose. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice. All notice of awards must be in writing and sent by first class mail, fax or email. Proof of submission is required by the City of Sacramento (certified mail receipt, fax receipt or read receipt.)

If you are not already approved to train by an Apprenticeship Committee:
Contractors not already approved to train apprentices must submit Contract Award Information (DAS 140) to **every** apprenticeship program in the geographic area of the public works project, **for each craft you intend to employ on the project.** You can determine which apprenticeship programs are approved in specific geographic locations by clicking on the following link:
http://www.dir.ca.gov/databases/das/pwaddrstart.asp

The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

Request and Employ registered apprentices (DAS142)

Ratio: A contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. Title 8 California Code of Regulations, Section 230.1. for each separate craft at the end of a project. Please check the DAS Important notices to determine if any exemptions exist for your craft or trade. http://www.dir.ca.gov/DAS/PublicWorksForms.htm

Can I mix and match crafts to reach the minimum ratio?
No. The minimum ratio requirement is per each individual craft and only includes straight time hours.

Do overtime hours count toward the minimum ratio?
No, only straight time hours count. Be careful not to confuse premium pay with overtime pay.

What is the maximum number of apprentices I can use on a Public Works Project?
It depends on which box you have checked on your DAS 140. If you checked box 1 or 2 and fall under the regulations set forth in a specific program's standards, then you are allowed to use the maximum ratio set forth in those Standards. If you have checked box 3 and agreed to be governed by the regulations set forth by the California Apprenticeship Council, then the minimum and maximum ratio is the same: 1 apprentice hourfor every 5 journeyman hours totaled at the end of the project.

I am a contractor who is approved to train by an approved program and am covered by their Standards, or I am a contractor who has agreed to be covered by a program's Standards for a single project. How do I know what the Standards allow for that program's maximum apprentice ratios? You can ask the program for a copy of their Standards or a copy of the language in Article XV which covers ratios. Or you can call the DAS office nearest the location for that program and request the same.

All contractors must request dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required. A DAS 142 form is provided for this purpose. All requests for dispatch must be in writing and sent by first class mail, fax or email. Proof of submission is required by the City of Sacramento (certified mail receipt, fax receipt or read receipt.)

Contractors who do not receive a sufficient number of apprentices from their initial request, must request dispatch apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project.

To determine which apprenticeship programs are approved for your craft or trade in a specific geographic location:

1. Contact the DAS District office whose assigned geographic areas of responsibility cover the county/ies in which the public works project is located.
2. Visit Apprenticeship Programs Information Guide - Public Works Search

http://www.dir.ca.gov/Databases/das/pwaddrstart.asp

Make Training Fund Contributions

Contractors who are awarded public works jobs must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices. This nominal fee contributes to the assurance that new apprentices coming into the craft will be guaranteed the highest level of training and as skilled craftsmen retire, the trade will survive.

Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council, P. O. Box 511283, Los Angeles, California 90051-7838.

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied be a completed CAC2 Form that contains the following information:

1. The name, address and telephone number of the contractor making the contribution.
2. The contractor's license number.
3. The name and address of the public agency that awarded the contract.
4. The jobsite location, including the county where the work was performed.
5. The contract or project number.
6. The time period covered by the enclosed contributions.
7. The contribution rate and total hours worked by apprenticeable occupation.
8. The name of the program(s) that provide apprentices, if any.
9. The number of apprentice hours worked, by apprenticeable occupation and by program.

Payment of Training Fund Contributions **must be sent to the California Apprenticeship Council** (address below) (CAC) if the contractor is **not signatory** to an apprenticeship committee. The CAC will then distribute the funds to the proper apprenticeship committees. However, the **CAC IS NOT AN APPRENTICESHIP COMMITTEE** and will not accept the DAS140 or DAS142 forms.

California Apprenticeship Council (CAC)
P.O. Box 511283
Los Angeles, CA 90051-7838

Questions: email daspublicworks@dir.ca.gov

Subject to change for most recent documentation please click on the following link:
http://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

Exemption

What are the instances in which a contractor on a public works project is considered exempt from the requirements of LC 1777.5?

1. Labor Code 1777.5 does not apply to general contractors whose contract is under $30,000.
2. When the craft or trade is not apprenticeable.
3. When the contractor holds a sole proprietor license and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
4. When the project is a federal project and the funding of the project does not contain any city, county, and/or state monies unless the project is administered by a state agency in which case the apprenticeship requirements apply.
5. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

What if I am exempt from the requirements of California Labor Code Section 1777.5 as my situation falls under one of the exemptions listed above? Do I still have to provide a "Notice of Contract Award" (DAS 140 form) to the applicable program?
You do not have to submit a "Notice of Contract Award". However, for purposes of letting the applicable program know of your exemption, you may, nevertheless, want to provide the form to the applicable program so they are aware of your exemption.

If I have an Individual Contractor Exemption granted by the Chief of DAS per Labor Code § 1777.5 (j), or § 1777.5(k), do I still need to send a DAS 140 to the appropriate programs?
Yes, you still need to submit a Notice of Contract Award Information (DAS 140) to the appropriate Program Committees. The Individual Contractor Exemptions and Program Committee exemptions pertain to the ratio of apprentices on a public works project and do not eliminate the DAS 140 requirement.

I am a small subcontractor and my job will take less than 40 hours. Am I exempt from hiring apprentices?
No, you must still submit a DAS 140 and 142. However, you may request apprentices in less than 8-hour increments. Important Notice: see changes in Code of Regulations section 230.1, regarding the employment of apprentices on Public Works.

Definition of a Registered Apprentice
An apprentice is someone who has signed an agreement with an employer, an approved apprenticeship program or program sponsor, and whose agreement is registered with the Division of Apprenticeship Standards (DAS).
Only an approved apprenticeship program can provide a contractor with a registered apprentice on public works projects.

Other Questions & Answers:
Do programs that provide apprentices for public works projects provide workers compensation benefits for the apprentice they send out to jobs or is the responsibility of the contractor and/or subcontractor?
This responsibility lies with the contractor and/or subcontractor.

As a contractor who has been awarded a public works contract, and has my own employees, am I still required hiring registered apprentices?
Yes. Important Notice: see changes in Code of Regulations sections 230.1, regarding the employment of apprentices on Public Works

I am a non-union contractor. Am I required to hire an apprentice?
Yes, you must request dispatch from all approved programs in the geographic area of the project.

Can I employ my friend, family, or my own employee who is still beginning to learn a particular trade, as

an apprentice?
No. The law requires that you employ only apprentices who are registered with an approved program. However, if your friend or your employee is a registered apprentice and has been dispatched to you by an approved apprenticeship program, yes you can.

What happens if I employed my friend who is not a registered apprentice and I paid him the journeyman rate?
You may employ your friend and pay him journey wages, but this does not affect the apprenticeship requirements.

What are the benefits and advantages to hiring a registered apprentice?

The benefits of hiring an apprentice registered in a state approved program are:

1. Lower pay rate than the journeyman pay rate.
2. Elimination of recruitment programs for workers who are already trained.
3. Creates a diversified and flexible workforce and larger pool of employees with specific skills.
4. Increases productivity; employees in a structured training program are motivated to achieve.

City of SACRAMENTO

Employment of Apprentices (additional information)

Bidder is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.

Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval. Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprentice-able occupations shall be with the General Contractor.

Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars ($30,000). This is the sum of the total contract amount not the individual contracts that are held between a prime contractor and their sub tiers. A contractor who willfully violates Labor Code section 1777.5 shall be denied the right to bid on or receive a public works contract for a period of up to one (1) year for the first violation, and for a period up to three (3) years for the second and subsequent violations, from the date the determination of noncompliance made by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.
Contractor shall also be subject to the payment of the civil penalty as provided in Labor Code section 1777.7. Interpretation and enforcement of said Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

This information is provided as a guide. If there are any discrepancies between the language in this handbook and the specifications in the bid package for this project, the bid package shall prevail.

For the most up to date and current apprenticeship information refer to the DIR website.

All Current and Apprenticeable Trades/Crafts Within Sacramento County

This list is subject to change.

Asbestos Worker, Heat and Frost Insulator
(Striper) Boilermaker-Blacksmith
Bricklayer, Stonemason
Carpenter – All Related Trades
Carpet, Linoleum and Resilient Floor Layer
Cement Mason
Drywall Installer/Lather (Carpenter)
Drywall Finisher (Painter)
Electrician, Inside Wireman
Electrical Utility Lineman
Elevator Constructor
Field Surveyor Chainman/Rodman
Chief of Party
Glazer
Electrician (Comm & System Installer)
Worker Electrician (Comm & System Tech, Cable Splicer)
Iron Worker
Laborer
Marble Finisher/ Marble Mason/ Marble Setter
Millwright
Operating Engineer
Operating Engineer (Dredger)
Building Construction Inspector
Operating Engineer (Landscape Construction)
Laborer) Pointer, Caulker and Cleaner
Acoustical Installer (Carpenter)
Hardwood Floor Layer (Carpenter
Insulation Installer (Carpenter)
Field Surveyor Instrument man
Roofer
Parking and Highway Improvement
Painter
Plasterer
Plaster Tender
Roofer
Landscape/Irrigation Fitter
Sprinkler Fitter (Fire Protection/Fire Control
Pile Driver Operating Engineer
Pile Driver (Carpenter)
Parking and Highway Improvements Painter
Plumber/Steamfitter
Pipefitter
Underground/Utility Pipefitter
Metal Roofing System Installer
Sheet Metal
Stator Re-winder
Terrazzo Finisher
Terrazzo Worker
Tile Setter
Tile Finisher
Steel Erector & Fabricator
Tunnel/Underground (Operating Engineer)
Tunnel Worker (Laborer)
Parking & Highway Improvement (Striper-
Brick tender
Scaffolding and Shoring Erector (Carpenter)
Shingler (Carpenter)
Communications & System Installer
Taper
Metal Deck and Siding

If using any of the listed crafts, you will be required to request an apprentice and pay into the apprentice-able craft training program that is applicable.

The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp

PRE-CONSTRUCTION DOCUMENTS

City of SACRAMENTO

NOTICE TO PROCEED
Project # PROJECT NUMBER
PROJECT NAME

DATE

PRIME NAME
PRIME
ADDRESS
PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on DATE. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS) working days from the date of this notice. Forty-eight hours prior to starting work, please notify the Project Manager, PM NAME at (916) 808-EXT or PM EMAIL@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENTADDRESS
DEPARTMENT CITY, STATE
ZIP Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

CONTRACT & COMP NAME

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NA

City of SACRAMENTO

Labor Compliance Requirements

DATE:
PROJECT:
PROJECT #:

Labor Compliance Officer:
Project Manager:
Consultant/Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1777.5).
Current Prevailing Wage Rates can be accessed at http://www.dir.ca.govh/dlsr/pwd.
NOTE: ***The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination.*** *Superseded prevailing wage determinations can be obtained at http://www.dir.ca.gov/oprl/main.htm.*

Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.

Prevailing Wage Requirements

- All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. Please reference the general prevailing wage determination that that is applicable for further guidance. *References: Labor Code 1810-1815*
- Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- When required shift differential rates must be paid for classifications which include a shift determination.

State Prevailing Wage Determinations

- Single asterisk indicates that this wage determination can be used for the life of the contract.
  - ** Double asterisk indicates that this wage determination includes predetermined increases.
- Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.

- The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: **http://www.dir.ca.gov/dlsr/PWD/index.htm** *Reference: Labor Code 1773.1*

- Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *References: Labor Code 1775 and 1742.1*

Apprentices

- All requirements of the State Labor Code, Section 1777.5 apply including the following:
  - ⇨ Submit Division of Industrial Relations form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. This form with proof of service is to be uploaded into LCPtracker. The form may be downloaded at: *http://www.dir.ca.gov/DAS/PublicWorksForms.htm*

    Submit Division of Industrial Relations form DAS-142- Request for Dispatch of Apprentices (Prime and Sub-Contractors.) This form with proof of service is to be uploaded into LCPtracker.

    If applicable Submit Division of Industrial Relations form DAS 7- Agreement to Train Apprentices signed and accepted by the Division of Apprenticeship Standards. (This form applies if the contractor or sub contractor has checked box 1 on the DAS 140.)
  - ⇨ Training funds MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. If you are submitting the Training Funds to the California Apprenticeship Council this **must** be done electronically. The form can be found at the following link: *https://www.dir.ca.gov/das/tf/cac2.asp*. **CAC-2 Form and are due monthly by the 15th.**

    Training Fund Contribution Letter -are **due monthly by Prime and Sub-Contractors**. (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPtracker.net)
  - ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. *References: Labor Code 1777.5; Contract Provision*

- Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

Certified Payroll Records

- **Certified Payroll Reports *(CPR) are to be Input into LCPTracker.net. All Contractors and subcontractors, on all public works projects, are required to submit certified payroll records (CPRs) to the Labor Commissioners through the eCPR system.* Due within ten (10) days of pay period end date.** CPR's shall contain the same information for compliance with ***LC § 1776.*** Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.

- **Fringe Benefit Statement: Form 420 (Located on LCPtracker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change**. Please breakdown all fringes paid to employee and to what program they are being paid to. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.

- **Other Deductions** –Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. These need to be reference on the submitted CPR's and documentation uploaded into LCPtracker. There is a form available for download under the e-Documents tab.

Listing of Subcontractors

Contractors and subcontractors are required to list all suppliers and tier subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution.
  - *References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work*
- *Subcontracting Request*, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- The prime contractor is responsible for work performed and compliance met by subcontractors and owner- operators.
- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. *Reference: Public Contract Code 4110-4111*

List of Subcontractors & Suppliers: Form 300 (Located on LCPtracker.net under edocs) Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product (s). **Form is due within ten (10) days of pre-construction meeting.**

Pay Requests/Invoices

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is required. You must submit a **current schedule of values** with each pay request and **you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full compliance.** Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review.

Pursuant to Labor Code Section 1776, the City of Sacramento will impose penalties of
$100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given), even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.

Completion of Project

- **Contractor Notification of Completion:** ***Form 264*** must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPtracker.net under the eDocuments tab.

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

Contractor Signature	Title	Date

City of SACRAMENTO

Start-Up Documents Due Prior to Start of Construction:

1. **Certification Statement of Contractor:**
   If there is any contractor working as an "Independent Contractor", "Owner- Operator", "Sole Proprietor" or "Leased Worker" the certification form must be filled out.
   a. The original is to be submitted prior to, or concurrent with, the first payroll in which the Independent Contractor, Owner-Operator, Sole Proprietor or Leased Worker commences work.

2. **Authorization Letter for Signing Certified Payroll**
   a. To be signed by **company officer** or **owner** and uploaded into LCPtracker prior to the first Certified Payroll Report.
   b. This document lets the Labor Compliance Department know whom is authorized to sign certify payroll reports and other documents on behalf of the Contractor.

3. **FORM 300 List of all Subcontractors and Suppliers:**
   a. To be filled out and uploaded within 10 days of the preconstruction meeting and prior to the first Certified Payroll Report.
   b. This document lets the Labor Compliance Department know who will be working on this project. This is checked against initial form that was submitted with bid documents. If there are any changes during the life of the construction projected this form is to be updated and the Labor Compliance Officer is to be made aware of changes.
   c. This form is to be filled out by all Subcontractors and their lower level subs and uploaded into LCPtracker.

4. **Checklist of Labor Law Requirements:**
   a. To be filled out and signed by the contractor and all sub tier contractors **prior** to start of their work on the construction project. Please check all boxes that apply.

5. **Fringe Benefit Statement:**
   a. Asterisk or note any form of benefits that are included in the payroll reports should be listed out as an "hourly" rate of pay for each trade used.
   b. If fringe payments are made directly to the employee in lieu of fringes, please note "paid in cash" under the applicable fringe payment and breakdown the hourly rate that is paid to the employee in cash.
   c. Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.

6. **DAS-140- Public Works Contract Award Information Form:**
    a. Contract award information must be sent to your Apprenticeship Committee if you are approved to train apprentices. If you are NOT approved to train apprentices, you must send the information to ALL applicable Apprenticeship Committees in your craft or trade in the area of the Public Works Project.
    b. After you have completed the DAS-140 Form mail the original(s) to the appropriate Joint Apprentice Training Committee(s) within (10) days of the date of the execution of the prime contractor's subcontract, but in no even later than the first day in which the contractor has workers employed upon the public work (CA Labor Code 1777.5 (e)).
    c. Upload a copy of the form or all forms submitted with proof of deliver to the LCPtracker.net program under the e-Documents Tab. The form of proof can be certified mail or fax confirmation.
    d. All Applicable Joint Apprentice Training Committee (s) may be found at: http://www.dir.ca.gov/Databases/das/pwaddrstart.asp/
    e. Templates available for download can be found at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm or on LCPtracker.net under the e-Documents tab.

7. **DAS-7- Agreement to Train Apprentices Form:**
    a. **IF Applicable: (Checked box 1 on the DAS 140)**
        i. Submit your DAS-7 or equivalent certification and upload into LCPtracker.net under the e-Documents tabs and inform the labor compliance person monitoring your project. This form can be submitted with your DAS-140 form.

8. **DAS-142 Request for Dispatch of an Apprentice Form:**
    a. Send to the Joint Apprentice Training Committees (JATC) in your craft or trade in the geographic area of the Public Works Project to request the dispatch of an apprentice before starting work at the site and as needed throughout the project.
    b. Employment of Apprentices on Public Works project- (a) Contractor(s) shall employ registered apprentice(s), as defined by Chapter 4 (commencing with Section 3070) of Division 3, during the performance of a Public Work Project in accordance with the required (1) hour of work performed by an apprentice for every (5) hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in the Labor Code Section 1777.5 or this subchapter.
    c. Provide a copy of your apprenticeship program's standards if they operate under a different ration then the California Labor Codes & Regulations.
    d. Template available for download can be found at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

Forms Required Prior to Construction

City of SACRAMENTO

Classification Worksheet

A separate form must be filled out for each contractor/subcontractor performing on the project.

Project Name	
Project Number	
Contractor Name	
Contact Name	
Contact Phone	
Contact Email	
CSLB/Certificate #	

Classification(s) being Utilized (check all that apply)

- ☐ Asbestos
- ☐ Electricians
- ☐ Pile Drivers
- ☐ Boilermaker
- ☐ Elevator Mechanic
- ☐ Pipe Trades
- ☐ Bricklayers
- ☐ Glaziers
- ☐ Plasterer
- ☐ Carpenter
- ☐ Iron Workers
- ☐ Roofers
- ☐ Tile Workers
- ☐ Carpet/Linoleum
- ☐ Laborers
- ☐ Sheet Metal
- ☐ Cement Mason
- ☐ Millwrights
- ☐ Sound/Communication
- ☐ DrywallFinisher
- ☐ Operating Engineer
- ☐ Surveyor
- ☐ Drywall/Lather
- ☐ Painters
- ☐ Teamster
- ☐ Other(specify) _____

Letter of Authorization
PLACE ON COMPANY LETTERHEAD

Date:

To whom it may concern:

I, the undersigned, hereby authorize ..... to sign on our behalf in all manners relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by ..... on our behalf shall have the same effect as acts
of our own.

This affirm that the signatories identified above have the authority under penalty of perjury to affirm that required forms and certified payroll records are originals or are full, true and correct copies of the original and correctly depict the Trades, Crafts and Classifications of work performed; hours and days worked; and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to public works contract.

This authorization is valid until further written notice from (COMPANY NAME).

Sincerely,

(Company counsel or company officer's signature)
(Name Address and Title)

City of Sacramento

PW-300 Form

Instructions: The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractors information in the Prime Contractor box and list yourself as the Subcontractor. Fill out the information that is known. If you are a Subcontractor with lower tier subs, please put your company name under the Prime Contractor field and all subs under the Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier, then a revision to the PW-300 Form is required. DIR REGISTRATION # MANDATORY

PRIME CONTRACTOR			
Date		**Project #**	
Name		**Project Name**	
Address:		**Contract #**	
City, State, Zip		**Total Contract Amount**	
Contact Name/Phone #		**Estimated Start Date**	
Email		**Estimated Completion Date**	
DIR Registration #		**Federal Tax ID #**	
Contractor Lic. #		**State Tax ID #**	
SUBCONTRACTORS LIST			
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
SUBCONTRACTOR			
Name		**Contact Name/Phone #**	
Address:		**Email**	
City, State, Zip		**Description of services**	
Contractor Lic. #		**Estimated Start Date:**	
DIR Registration #		**Estimated Completion Date**	
Contract $ Value		**LBE/EBE/DBE**	
Add additional pages if necessary.			

City of Sacramento

PW-300 Form

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	

Add additional pages if necessary.

SUPPLIERS LIST			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	

Add additional pages if necessary.

I have completed the documentation accurately and to the best of my knowledge.

Signature: _____

Date: _____

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that heir sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the Prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (print)_____ Date _____

Company_____ Phone _____

Address_____ Fax _____

City_____ State_____ Zip Code _____

Project Manager_____ Superintendent/Foreman _____

Certified Payroll_____ Phone/Ext. _____

Contractor License NO._____ Exp. Date_____ Specialty License NO. _____

Self-insured Certificate NO._____ Workers Comp policy NO. _____

Project NAME_____ Project #/Bid Package# _____

Awarding Body_____ Advertisement Date _____

If Subcontracting, List your prime/general Contractor _____

Contract Award Amount_____

The Federal AND State Labor LAW requirements Applicable to the Contract Are Composed OF, But Not Limited to, the Following:

☐ **Payment of Prevailing Wage Rates**

The contractor to whom the contract is awarded, and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, *www.dir.ca.gov/dlsr/statistics_research.html.*

☐ **Apprentices**

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ **Penalties**

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7and1813.*

☐ **Certified Payroll Reports**

under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. *(California Code of Regulations, Section 16401).*

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

Given week, the certified payroll report shall be annotated: "No work" for that week or a Non-performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776.*

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6,* The *Government Code,* the *Public Contracts Code,* and *Title VII of the Civil Rights Act of 1964.*

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778.*

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780.*

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104.*

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208.*

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

Certification

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(Company Name)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____ _____
(Signature) (Date)

Awarding Agency /Labor Compliance program _____ _____
(Signature) (Date)

City of SACRAMENTO

Statement of Employer Payments
"Fringe Benefit Statement"

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the below contract, the hourly rates for fringe benefits, payment made for employees on the various classes of work are tabulated below. If you use other plans not listed above, you may use the next page to provide this additional information. **If the contributions are paid to the employee in cash,** please list the hourly amount in the corresponding category. Training Fund Contributions can never be paid to the employee directly.

Date _____ In Reply, Refer to Case No.: _

Prime: _____

Subcontractor: _____

PROJECTNAME: _____

PROJECT CONTRACT NO.: _____ County/location: _____

HEALTH AND WELFARE

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S)USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/ PER HOUR

CONTRIBUTIONS	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

PENSION

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/ PER HOUR

CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR

CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

TRAINING

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/ PER HOUR

CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR

CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐

Types of Benefits Which Do Not Constitute Employer Payments:

The types of benefits for which an employer may not take a credit against its prevailing wage obligations include benefits such as the use of a cell phone or company vehicle, gas reimbursement, or a Christmas bonus.

"Employer Payments" Defined:
Labor Code §1773.1 defines Employer Payments to include all of the following

(1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.
(2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected
(3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.

It is not necessary that the Employer Payment satisfy all of these three conditions in order for the credit to be valid. It is sufficient that the Employer Payment satisfies any one of the specified conditions in order to be considered an Employer Payment for which a contractor is entitled to take a credit against its prevailing wage obligation.

Irrevocably Made to a Trustee or Third Person Pursuant to a Plan, Fund, or Program
Examples of these types of Employer Payments include contributions by a union signatory contractor to a labor- management affiliated pension, health & welfare, training, and vacation programs, contractor payments for health insurance premiums, contractor payments irrevocably made to a trustee or third party for pension benefits, and similar types of payments.

Employer Payments made to these types of plans must be made regularly
For enforcement purposes, the Division requires that payment be made no less than quarterly, which is consistent with the requirement under the Davis-Bacon Act and its implementing regulations. (29 C.F.R. § 5.5(a)(1)(i).)

Employer Payments Must Be Determined Separately for Each Worker
Credit against the prevailing wage obligation may be taken only toward the prevailing wage requirement for each applicable worker. Employers may not take credit for an individual worker based upon an average payment or contribution made on behalf of a group of workers. For a specific example demonstrating DLSE's method of converting a contractor's monthly or annual contributions to a typical benefit plan into an hourly wage equivalent to calculate the amount of credit available against the prevailing wages due to an individual worker, please refer to Section 4.2.6.4.1 of this Manual.

Vesting Does Not Normally Affect Right to Credit
Many pension plans, particularly union-affiliated pension plans, contain "vesting" requirements which, under the plan, require that the worker complete a certain length of service before the worker has a no forfeitable right to benefits under the plan. The existence of such vesting requirements does not affect the amount of credit an employer may take for such contributions, provided that the pension plan is a bona fide plan that meets the applicable requirements under ERISA, including the minimum vesting requirements. Under no circumstances, however, may the forfeited contributions revert to the employer.

Employer Payments That Are Reasonably Anticipated to Benefit Workers
Employer Payments that are not irrevocably made to a trustee or third person pursuant to a plan, fund, or program may still be valid as a credit against the prevailing wage obligation, provided that they meet all of the conditions set forth in Labor Code § 1773.1(b)(2). Such rate of actual costs for such plan or programs can be credited against the prevailing wage only if the plan or program:

(1) Can be reasonably anticipated to provide benefits to workers;
(2) Is pursuant to an enforceable commitment;
(3) Is carried out under a financially responsible plan or program; and
(4) Has been communicated to the worker affected

Example
The type of Employer Payments contemplated under § 1773.1(b)(2) may include certain vacation and holiday plans for which the employee accrues the benefit during the time worked on a public works project. Such payments must meet all the conditions set forth above. In addition, the credit may be taken only as to amounts

which are "actual payments." (8 CCR § 16200(a)(3)(I).)

Payments to the California Apprenticeship Council

Employer Payments for which a contractor may take a credit against its prevailing wage obligations also include payments made to the CAC pursuant to Labor Code § 1777.5(m)(1). The amount of contribution is listed on the general prevailing wage determination for those crafts which are recognized by the Director of the DIR as an apprenticeable craft. Such amounts are typically listed in the general prevailing wage determination under the heading Training or similar type heading.

A contractor may take as a credit for payments to the CAC any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public work project. (Labor Code § 1777.5(m)(1).)

Although such payments constitute part of the Total Hourly Rate required to be paid by the employer, such payments are not paid to the worker. Rather, such payments are made to either the CAC or the applicable approved apprenticeship program. The contractor may add the amount of the contributions in computing his or her bid for the public works contract. (Labor Code § 1777.5(m)(1).)

Exception - Non-Apprenticeable Crafts

For non-apprenticeable crafts, any training contributions should be paid to the worker as wages and not paid to the CAC. Some crafts are not identified on the Director's wage determinations with a symbol (#) which indicates an apprenticeable craft. If that is the case, any training contribution listed in the general prevailing wage determination should be paid to the worker, or to the applicable training program, if the contractor is contractually obligated to make such payments under its collective bargaining agreement.

Annualization

Annualization is a principle adopted by the federal Department of Labor in enforcing the Davis-Bacon Act for crediting contributions made to fringe benefit plans based on effective rate of contributions for all hours worked during a year by an employee on both public (Davis-Bacon) and private (non-Davis-Bacon) projects. (Miree Construction v. Dole (11th Cir. 1991) 930 F.2d 1536, 1539.) California law requires that the credit for employer payments must be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer. (Labor Code § 1773.1(d).)

Exceptions:

Annualization is required except where one or more of the following occur:

(1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.
(2) The higher rate of payments is required by a project labor agreement.
(3) The payments are made to the CAC pursuant to Section 1777.5.
(4) The director determines that annualization would not serve the purposes of this chapter.

The annualization principle requires that when converting an employer's contribution to a pension or medical plan into an hourly amount, the amount of payments must be divided by the total number of hours worked in a year on all projects, public and private, not just the number of hours worked during that year on public projects. This method of calculation, the "annualization" principle, provides a means to permit an employer to take credit only for employer contributions paid to workers while employed on covered public works projects.

DLSE Annualization Calculation

For enforcement purposes, the DLSE follows the federal enforcement guidelines. See Department of Labor Field Enforcement Handbook – 6/29/90, Section 15f11. (See http://www.dol.gov/whd/FOH/index.htm to review the handbook.) Under the federal enforcement guidelines, where a contractor makes annual payments in advance to cover the coming year and actual hours will not be determinable until the close of that year, the total hours worked by the workers performing work covered by California's prevailing wage laws, if any, for the preceding calendar year (or plan year) will be considered as representative of a normal work year for purposes of annualization.

Similarly, where the contractor pays monthly health insurance premiums in advance on a lump sum basis, the total actual hours worked in the previous month, or in the same month in the previous year, may be used to determine (i.e. estimate) the hourly equivalent credit per employee during the current month. It is not considered a violation if the contractor uses the full year equivalent of 2,080 (40 hours' x 52 weeks) hours in determining the applicable credit unless, of course, the affected employee worked more than 2,080 hours in that applicable year.

Representative Period.
Any representative period may be utilized in such cases, provided the period selected is reasonable. Employers using other methods to calculate the allowable credit have the burden of establishing that their method satisfies the annualization requirements set forth in Labor Code 1773.1(d).

Example:

An employee works as a carpenter where the basic hourly rate set forth in the wage determination for Carpenter is $30 and the total employee benefit (Employer Payment) package is $15, excluding the training contribution. Accordingly, the total hourly rate required to be paid under California's prevailing wage laws is $45.

Where the employer provides the carpenter with medical insurance in the amount of $4,800 per year, the employer would divide the total annual cost of the benefit by the total hours worked by the employee for the preceding year. The employer may also use 2,080 hours, which is the equivalent of full year employment to arrive at the allowable Employer Payment credit.

For instance, where the employer uses the equivalent of full year employment, or 2,080 hours, the applicable credit is as follows:

($400 x 12 months) divided by 2,080 hours = $2.31 per hour.

If the worker in this example receives no other employee benefits which are recognized as bona fide Employer Payments under California law, then for each hour worked on a project covered by California's prevailing wage laws, the employer is entitled to take a credit of no more than $2.31 against its obligation to pay the worker $45 per hour, up to a maximum credit of $4,800, which is the total amount paid for medical insurance. The difference between the $15.00 per hour employer payment required under the applicable wage determination and the credit allowed for the provision of medical insurance must be paid to the worker as part of his or her hourly wage for work performed on the public works project.

If the worker works the entire year only on projects covered by California's prevailing wage laws, or under circumstances otherwise exempt under the exceptions set forth above in Labor Code § 1773.1(d)(1)-(4), the employer would be entitled to take the full credit of $2.31 up to a maximum of $4,800.

Conversely, if the worker worked only 1,500 hours of the year on projects covered by California's prevailing wage laws and 580 hours of the year on other jobs which are not covered by California's prevailing wage laws or are otherwise not exempted under Labor Code § 1773.1(d)(1)-(4), the employer would be entitled to take a credit of only $2.31 per hour towards meeting the employer's obligation to pay the prevailing wage on the California public works projects. Therefore, although an employer may have paid $4,800 in insurance premiums for that year, the employer is entitled to take a total annual credit of only $3,465.00 (1,500 x $2.31) against its prevailing wage obligation because the employer may take the credit only for those hours worked on a public works project.

Payments to The California Apprenticeship Council Pursuant to Section 1777.5. As specified in Labor Code § 1771.3(d)(3), payments made to the CAC, or to an applicable approved apprenticeship program pursuant to Labor Code § 1777.5(m)(1), do not need to be annualized. For enforcement purposes, the Division takes the position that the exemption from the annualization requirements under section 1771.3(d)(3) is limited to the training contribution amounts set forth in the applicable general prevailing wage determination. Any amounts paid in excess of the amount set forth in the applicable general prevailing wage determination must be annualized unless otherwise exempt under section 1771.3(d).

Credit for Employer Payments

California prevailing wage law requires the payment of per diem wages, which includes two components. The first component is the Basic Hourly Rate. The second component is the Employer Payments. Taken together, these two components make up the Total Hourly Rate which must be paid to each worker for any work performed on a public works project.

Employer Payments Are a Credit Against the Obligation to Pay the General Prevailing Wage Rate of Per Diem Wages

Contractors obligated to pay prevailing wages may take credit for amounts up to the aggregate total of all benefits, such as pension, health & welfare, etc., listed as prevailing in the applicable wage determination. Contractors are not limited to the individual amounts specifically listed under the various categories of benefits specified in a wage determination in taking credit for providing Employer Payments. Rather, the contractor may take a credit for the aggregate total of permissible Employer Payments made on behalf of the affected worker. For example, the Director's current prevailing wage Determination (SC-3-5-1-2013-1) in Los Angeles County for the Craft of Asbestos Worker, Heat and Frost Insulator, in the Classification of Mechanic, reflects a Basic Hourly Rate $32.79, with permissible Employer Payments of $7.54 per hour (Health and Welfare), $7.68 per hour (Pension), $7.47 per hour (Vacation/Holiday), and one mandatory employer payment of $0.64 per hour (Training), which must be paid to the California Apprenticeship Council ("CAC") or an approved apprenticeship program. The Sum of all these components ($51.30) is the Total Hourly Rate listed on the Determination. The aggregate total of permissible Employer Payments is $22.87. The permissible Employer Payment amounts listed here typically reflect the particular hourly benefit rates found in a collective bargaining agreement which the Director determined had established the prevailing rate for this craft and classification of work in this geographic area. Absent contractual obligations which may apply to a particular contractor, the total of $22.87 per hour may be paid by an employer in full or in part to any category of permissible Employer Payments, and the employer will be entitled to credit against the total prevailing wage obligation. Thus, an employer may choose to contribute $20 of the aggregate total to a private medical insurance plan or a pension plan for its workers and pay the remainder of $2.87 directly to the workers. Full credit will be to that employer for the medical insurance payments, and all of the payments added together ($35.66 to workers + $20.00 to medical plan + $0.64 to CAC = $51.30) would reflect compliance by this employer with the prevailing wage rate obligation. (WSB Electric, Inc. v. Curry (9th Cir. 1996) 88 F.3d 788.) This credit may be taken only as to amounts which are actual payments. (8 Cal. Code of Regs. § 16200(a)(3)(I).) No credit may be taken for benefits required to be provided by other state or federal law. (Labor Code § 1773.1(c).) For instance, a contractor may not take a credit against its prevailing wage obligations for benefits such as workers' compensation, unemployment benefits, and social security and Medicare contributions.

No Reduction of the Basic Hourly Rate

California law prohibits the use of credits for Employer Payments to reduce the obligation to pay the hourly straight time or overtime wages specified as the Basic Hourly Rate in the general prevailing wage determination. (Labor Code § 1773.1(c) and 8 Cal. Code of Regs. § 16200(a)(3)(I).) Two legislatively created exceptions to this general rule are now found at Labor Code section 1773.1(c) and section 1773.8. Both exceptions are extremely limited in scope and are only applicable to increases in employer payment contributions made pursuant to criteria set forth in a collective bargaining agreement ("CBA"), and only if the specific statutory conditions listed in the Labor Code have been met. DLSE investigators will typically require a contractor claiming an exception under these sections to submit satisfactory evidence that the exception applies, including, but not limited to, a certified copy of the CBA upon which the exception is based, and to certify that the CBA's terms applied to the workers identified on the contractor's certified payroll records.

Example:

Basic Hourly Rate	$ 25.00
Employer Payments	$ 15.00
Total Hourly Rate	$ 40.00

The contractor can comply with California prevailing wage laws by paying:

1. $40.00 per hour in wages;
2. $25.00 per hour in wages plus $15.00 in Employer Payments.

3. Any combination of the wages and Employer Payments so long as the Basic Hourly Rate is not less than $25.00 per hour and the Total Hourly Rate meets or exceeds $40.00 per hour.

Different for Purely Federal Projects Under Davis-Bacon Act

The California law restricting the reduction of the Basic Hourly Rate is distinct from the federal prevailing wage laws under the Davis-Bacon Act. The Davis-Bacon Act does not prohibit the crediting of employer payments or benefit contributions towards fulfilling the hourly wage rate listed in the contract wage determination on federally funded projects. Contractors performing work on projects which are governed by both the federal Davis-Bacon Act and the California prevailing wage requirements must, however, continue to comply with state requirements in order to be in compliance with California law. DLSE investigators may encounter this issue when dealing with contractors on public works projects which have mixed funding (both federal and state) or federally funded projects which are controlled or carried out by California awarding bodies of any sort. In both of these situations, the application of state prevailing wage rates when higher is required. (See 8 CCR § 16001(b).)

Application to All Hours Worked

Employer Payments must be paid for all hours worked, including overtime hours, unless expressly provided otherwise in the general prevailing wage determination. The general prevailing wage determinations specify the applicable daily, Saturday, Sunday, and Holiday overtime payment. Although the applicable overtime rates set forth in the determination include the Employer Payments, the overtime rate (for example, time and one half) is based upon the Basic Hourly Rate only. The Employer Payment is therefore excluded from calculating the applicable overtime premium due as overtime compensation.

Example:

An employee worked 12 hours in the workday as an Iron $22.00 in Employer Payments. The overtime rate for the first 2 daily overtime hours is $48.00 (one and one half (1½) times the Basic Hourly Rate of $32.00, or $32.00 + $16.00). The wages due for each overtime hour is $70.00 (the overtime rate plus Employer Payments, or $48.00 + $22.00). The wages due per hour for all other overtime is $86.00 (two (2) times the Basic Hourly Rate plus Employer Payments, or $64.00 + $22.00).

The worker would be due.

8 Hours at	$54.00 ($32.00 + $22.00)	$432.00
2 Hours at	$70.00	$140.00
2 Hours at	$86.00	$172.00
Total Wages Due		$744.00*

* This example is for illustration purposes. The general prevailing wage determinations specify the applicable Total Hourly Rates that must be paid to workers for straight time, overtime, Saturday and Sunday work, and there is no need for contractors to independently determine the hourly amount to be paid.

Types of Employer Payments for Which an Employer May Take a Credit Against Its Prevailing Wage Obligations.

The types of employee benefits recognized as Employer Payments under Labor Code § 1773.1 include payments for:

(1) Health and welfare.
(2) Pension.
(3) Vacation.
(4) Travel.
(5) Subsistence.
(6) Apprenticeship or other training programs authorized by Section 3093, so long as the cost of training is reasonably related to the amount of the contributions.
(7) Worker protection and assistance programs or committees established under the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.
(8) Industry advancement and collective bargaining agreements administrative fees, provided that these payments are required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue.
(9) Other purposes similar to those specified in paragraphs (1) to (8), inclusive.

How to Fill out the DAS 140 Correctly:

If the total dollar value of a project exceeds $30,000, apprentice must be requested. The DAS-140 form is to be forwarded directly to an apprenticeship committee of the contractor's choice, and a copy with verification of proof of submission uploaded into SDCRAA Labor Compliance Departments electronic system; LCP Tracker.

Submit the contract award information in writing to **each** of the apprenticeship program sponsors ***in the locality*** of your public works project within **10 days** of the prime execution of the contract or subcontract, but in no event later than the first day in which the contractor has workers employed on the project.

The DAS140 is simply a "notification of award" and is not automatically a request for dispatch of a registered apprentice.

State regulations state a contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. ***Please follow up with the selected apprenticeship committee to confirm 'Apprentice' to 'Journeyman' ratio, as ratios do vary from trade to trade.***

All contractors must request 'dispatch of an apprentice' from an apprenticeship program (for each apprentice- able craft or trade) by giving the program notice of a minimum of 72 hours (business days only) before the date on which apprentices are required. Contractors who are not already participating in an approved program and who did not receive a sufficient number of apprentices from their initial request, must dispatch apprentices from all other apprenticeship committees within the locality, if more than one exists in the area of the public works project.

What are the differences between box 1, 2, and 3 at the bottom of the DAS 140?

- **Box 1** is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- **Box 2** indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- **Box 3** means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally, this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

SELECTING BOXES:

1. Contractor has a signed "**Agreement to Train Apprentice**" with an affiliated (state certified) apprenticeship committee, the contractor has apprentices ***on staff*** and has the ability to train apprentices.
    a. **Must provide a copy of the DAS7 agreement for verification OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.**

2. Contractor is not currently affiliated with a state approved program, is selecting a committee, and requesting apprentice; will be abiding by **committee's** standards.

3. Contractor will contact a committee and request an apprentice but is not obligating to maintain affiliation w/any-one committee; additionally, contractor will not commit to selected program committee standards but will follow **state standards** (most commonly used for out-of-state contractors).

    a. Per the DAS, this is not the preferred selection; however, the State **is not requiring** a contractor to join a program, just ensuring that apprentices are utilized on Public Work Projects.

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/das/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date* _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

AGREEMENT TO TRAIN APPRENTICE

District No. .....

DAS File No. .....

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above-named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] **By** .....

Printedname .....

Title ..... **Date** .....

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] **By** .....

Printedname .....

Title **Date** .....

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effectiveuntil:

☐ **Revoked**

☐ **End of Project** (Enter project name and address in Area Covered above)

☐ **Date** .....
Date

☐ **Other** .....
Specify

EFFECTIVE DATE

[SIGNED] **By** ..... **Date** .....
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				(Next Copy)
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

- ☐ Revoked
- ☐ End of Project (Enter project name and address in Area Covered above)
- ☐ Date _____ (Date)
- ☐ Other _____ (Specify)

EFFECTIVE DATE

[SIGNED] By _____ Date _____
Apprenticeship Consultant

REMARKS:

MUST be signed by both Committee and DAS prior to submission

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/09)

D. O.	FILE NUMBER

A	B	C	D	E	Official Use
Gender	Ethnic	Dependents	Education	Yrs Employ	STATUS

State of California -- Department of Industrial Relations --DIVISION OF APPRENTICESHIP STANDARDS

APPRENTICE AGREEMENT

APPRENTICE LAST NAME,	FIRST NAME	MIDDLE	SOCIAL SECURITY NUMBER

APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE & **ZIP**)	BIRTHDATE (mm/dd/yyyy)	F - VETERAN Yes: ☐ No: ☐
		COUNTY OF RESIDENCE

OCCUPATION	O*Net code

TERM OF APPRENTICESHIP	STRAIGHT TIME
Hours Within Years	Hours per day: 8 Hours per week: 40

This agreement is between the above-named apprentice employed by the below named employer, and

PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having_____months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about_____, 20___, upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this_____day of_____, 20____by _____
DAY MONTH YEAR SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

SIGNATURE OF PARENT OR GUARDIAN (IF APPRENTICE IS 16 OR 17)

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE TITLE

NAME OF EMPLOYER

ADDRESS

SIGNATURE -- SECRETARY / CHAIR / COORDINATOR DATE

ACCEPTED BY DAS

SIGNATURE -- APPRENTICESHIP CONSULTANT DATE

for unilateral programs only]
This agreement is approved by _____ for the Administrator of Apprenticeship

TO THE APPRENTICE: California Civil Code Sec. 1798.17 requires State agencies which collect personal information to indicate the authority under which the data are requested. If personal information not specifically authorized by law is requested, individuals must be informed that supplying the information is voluntary. It also provides that state agencies may change or modify records at the request of the individual.

Questions C and E below are voluntary. All others are authorized by law, as indicated by the reference in each section. If the authorized questions are not answered, the apprentice agreement cannot be accepted.

The Division hopes, through collection of this data, to improve the apprenticeship program both for those presently enrolled and for future apprentices. Thank you.

CALIFORNIAAPPRENTICEQUESTIONNAIRE

(USE INK OR BALLPOINT PEN)

A. Gender

☐ Male ☐ Female

(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215

B. Ethnic or Race Derivation **(Check only one)**

1 ☐ WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.

2 ☐ BLACK (Not of Hispanic Origin) -- A person having origins in any of the Black racial groups of Africa.

ASIAN OR PACIFIC ISLANDER -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea and Samoa.

A	☐	Asian	Asian Indian
B	☐	Asian	Bangladeshi
C	☐	Asian	Chinese
D	☐	Asian	Cambodian
6	☐	Asian	Filipino
E	☐	Asian	Hmong
I	☐	Asian	Indonesian
J	☐	Asian	Japanese
K	☐	Asian	Korean
L	☐	Asian	Laotian
M	☐	Asian	Malaysian
P	☐	Asian	Pakistani
R	☐	Asian	Sri Lankan
T	☐	Asian	Taiwanese
U	☐	Asian	Thai
V	☐	Asian	Vietnamese
F	☐	Native Hawaiian	Fijian
G	☐	Native Hawaiian	Guamanian
H	☐	Native Hawaiian	Hawaiian
S	☐	Native Hawaiian	Samoan
W	☐	Native Hawaiian	Tongan

4 ☐ AMERICAN INDIAN OR ALASKAN NATIVE -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

7 ☐ HISPANIC -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless

C. Number of Dependents (Do not count yourself)

0	☐ None	4	☐ Four
1	☐ One	5	☐ Five
2	☐ Two	6	☐ Six of More
3	☐ Three		

D. Highest Year of Education Completed

1	☐ 8th Grade or less	6	☐ 1 Year of College
2	☐ 9th Grade	7	☐ 2 Years of College
3	☐ 10th Grade	8	☐ 3 Years of College
4	☐ 11th Grade	9	☐ 4 or more Years of College
5	☐ 12th Grade (or GED Certificate)		

(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)

E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)

0	☐	None
1	☐	Less Than 1 Year
2	☐	1 But Less Than 2 Years
3	☐	2 But Less Than 3 Years
4	☐	3 But Less Than 4 Years
5	☐	4 But Less Than 5 Years
6	☐	5 Years or More

F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?

☐ Yes ☐ No

If yes, Please Enter:

Month and Year Entered _

Month and Year Separated _

Total Months served on Active Duty _____

Apprentice's Signature _____

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date:

To Applicable Apprenticeship Committee:

Name: _____

Address: _____

_____

Tel. No. _____ **Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License No. _____

Tel. No. _____ **Fax No.** _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ **(72 hrs. notice required) Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm*

DAS 142 (Revised 04/14)


DIR
CALIFORNIA
DEPARTMENT OF
INDUSTRIAL
RELATIONS

City of SACRAMENTO

Documents Required During the Life of the Construction Project

1. **CAC-2- Training Fund Contribution Form:**
   a) All Contractors must submit a CAC-2 Form monthly for the prior month's hours.
   b) This form is now available to be filled out on the DIR website. The previous CAC- 2 form is to be disregarded. CAC-2 forms **must** be done electronically. The link is as follow: https://www.dir.ca.gov/das/tf/cac2.asp. You must enter all requested information in order to ensure successful submission and processing of your payment. You will need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session that you will upload in to LCPtracker.net and send with your payment when mailed. The address is as follows:

      State of California
      Department of Industrial Relations California
      Apprenticeship Council
      P.O. Box 511283
      Los Angeles, CA 90051-7838

   c) If applicable and fringes are paid directly to an approved JATC or Union Shop, please state so and fill out on the Training Fund Contribution Union Contractor form that is provided and available to be downloaded on LCPtracker. Filled out forms are uploaded into LCPtracker.net under the e- Documents tab.

2. **Training Fund Contribution Letter Form:**
   a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month's hours.
   b) If applicable and fringes are paid directly to an approved Union Shop, please submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
   c) If you can't provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a **cancelled** check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html. This may also be submitted in lieu of the Training Fund Contribution Letter.

3. **Certified Payroll Reports CPR's and/or Non-Performance Reports:**
   a) To be submitted by all Contractors working on the project to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
   b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at www.lcptracker.net. If you don't already have a user name and password for this website, please contact your labor compliance officer with the City of Sacramento to be set up.
   c) The Electronic Certified Payroll Records for Contractors can be found at the following link: https://apps.dir.ca.gov/ecpr/DAS/AltLogin
   d) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite "craft" labor. This may mean you have weeks in between work on a particular job. NPR's will need to be submitted for that timeframe.

4. **Apprenticeship Certification and/or Apprentice Agreement:**
   a) The first time an apprentice is listed on a certified payroll report an "Apprenticeship Certification" or Apprentice Agreement (DAS-1 form) must be submitted for each apprentice utilized.
   b) Please upload the Apprenticeship Certification or DAS-1 form in the e- Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. **Miscellaneous Documents:**
   a) Authorization for Deductions:
      i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
   b) Receipt for Payment of Back Wages:
      i. For use when wage errors require supplemental wage payment (s).

0 CAC - Training Fund Contributions

You must enter all requested information in order to ensure successful submission and processing of your payment.
Training Fund Contributions are due on the 15th of each month.

All fields with * are required

If there is no work for a particular month you do not need to submit a CAC2 form with zero amount for that month.

You must use the **BUTTON** on the bottom of the page to submit for an invoice coupon
TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY. USE THE TAB KEY INSTEAD

You need to have a working printer currently connected to your computer in order to **print** the complete paper form in the end of this session so that you can mail it with your payment

Training Fund Contributions Form CAC2

Date: S/17/2016

CLEAR FORM

Contractor/Sub Contractor making contributions	**Contractor**	**Period covered by contribution** (from-to)	**Jobsite Location** (including County)
* **Name:**	* License Number	* Period Start	If applicable, give name of school, hospital, building, etc
* Address:	* Contract/Project Number	* Period End (MM/DD/YYYY)	Comments
* City:			

Stat6

* Name of the submitting party:	* Submitter's Title:	* **Submitter's Email:**	* **Submitter's Phone:** (e.g., (909) 555-5555)

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up /\ | Down V ARROW keys to select a list item

	* County of Work	* Classification[1]	Hours (min.: 0.5; max: 9 999.99)	* Rate (min.: 0.01; max: 99.99)	Amount
*1)	Select a county	Select an occupation			$ 0.00
2)	Select a county	Select an occupation *		$	$ 000
3)	Select a county	Select an occupation *		$	$ 000
4)	Select a county	Select an occupation *		$	$ 0.00
5)	Select a county	Select an occupation *		$	$ 000
6)	Select a county	Select an occupation *		$	$ 000
7)	Select a county	Select an occupation *		$	$ 0.00
8)	Select a county	Select an occupation *		$	$ 000
9)	Select a county	Select an occupation *		$	$ 0.00
10)	Select a county	Select an occupation *		$	$ 0.00
11)	Select a county	Select an occupation *		$	$ 000
12)	Select a county	Select an occupation *		$	$ 0.00
13)	Select a county	Select an occupation *		$	$ 0.00
14)	Select a county	Select an occupation *		$	$ 000
15)	Select a county	Select an occupation *		$	$ 0.00
16)	Select a county	Select an occupation *		$	$ 0.00
17)	Select a county	Select an occupation *		$	$ 000
18)	Select a county	Select an occupation *		$	$ 0.00
19)	Select a county	Select an occupation *		$	$ 000
20)	Select a county	Select an occupation *		$	$ 0.00

Footnote 1 - If you are unable to locate the occupation in the pull down menu, please click on this link: http://Www.d1r.ca.gov/databases/das/pwaddrstart.asp for specific information assistance.

TOTAL AMOUNT: $ 0.00

When done with some or all the entries above, please carefully review and then enter the green code you see below:

33376

Calculate Total Amount

August 2014

The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCPtracker. This form can be retrieved at: https://www.dir.ca.gov/das/tf/cac2.asp. You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Department of Industrial Relations, California Apprenticeship Council, and P.O. Box 511283, Los Angeles, CA 90051-7838

City of SACRAMENTO

Please use a separate form for each jobsite, listing the occupations for the jobsite and dollar amount paid for each classification. Once checks have been sent to the appropriate JATC please upload this form to LCPtracker under the e-Documents tab. A letter from the specific JATC or Union specifying that the required Training fund contributions and Fringe Benefits were paid will be accepted as proof of payment.

TRAINING FUND CONTRIBUTIONS

VERFICATION FORM UNION CONTRACTORS

****Training Fund Contributions are due on the 15th of each month****

PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION	CONTRACTOR'S LICENSE NUMBER
	CONTRACT OR PROJECT NUMBER
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.
	PERIOD COVERED BY CONTRIBUTION (FROM - TO)

CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC).	COUNTY WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT
			TOTAL	

IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED	
TYPE OR PRINT YOUR NAME AND TITLE	DATE
EMAIL	AREA CODE & TELEPHONE NUMBER

City of SACRAMENTO

AUTHORIZATION FOR PAYROLL DEDUCTION

Project Name:
Project Number:
Employee Name:

1) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

2) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

3) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

4) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

5) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

6) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

Use additional copies of this form if necessary.

I authorize (Employer):
to process the deductions from my payroll as noted above.

Employee Signature:_____ Date Signed: _____

Instructions:

1) Submit into LCPtracker
2) Keep signed originals

City of SACRAMENTO

Contractors Certificate of Completion – Form 264

To be completed by the Prime Contractor at time of completion.

Project Name & Number	
Contractor Name	

I,_____(Name),_____(Title) of _____ _____(Company Name), declare under penalty of perjury that:

I know of my personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the City, shall operate as a bar to claim against the Contractor under the terms of the guarantee provision of the contract documents.

Executed this_____day of_____20____, at_____, California.

Signature	**Title**	**Date**

City of SACRAMENTO

Checklist of Documents Required for Labor Compliance on LCPtracker.net

- ✓ **PW300** - This is due and needs to be uploaded prior to start of work. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report and must be signed.
- ✓ **Checklist of Labor Law Requirements** - prime due this on or before starting the start of work on the jobsite, subs need to have this finished prior to starting work on the job. All boxes must be checked, and it must be signed.
- ✓ **Fringe Benefit Statement** - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.
- ✓ **DAS140** - due prior to commencing work on a project (one for each determination)
- ✓ **DAS142** - due 72 hours prior to the report date on a project (one for each determination)
- ✓ **CAC2** - due monthly- one for each determination (due on the 15th day of the month for work performed during the preceding month) If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.
- ✓ **Training Fund Contribution Confirmation Letter** – this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.
- ✓ **CPR's**- Certified payroll is due within 10 days of pay period end date

LCPtracker.net phone support is available via live chat through their website, by phone at (714) 669-0052 Option 4 (if they do not pick up please leave a message and they will get back to you. All calls are logged in with a date and time, but if you don't leave a message you will not get a phone call back) and by **E-mail at** support@lcptracker.com**.** To assist those at support please include your User ID, a direct call back number, contact name and a brief description of the issue you are facing.

All forms are available under the e-Documents tab on LCPtracker. It is best practice to use the forms that have been provided to you under that e-docs tab to increase efficiency in processing pay request and remain compliant.

City of SACRAMENTO

Helpful Links and Contact Information

- **Department of Industrial Relations (DIR):**
  - Web-Link: http://www.dir.ca.gov/
  - Contact DIR: http://www.dir.ca.gov/Contactus.html

- **Division of Labor Standards Enforcement (DLSE):**
  - Web-Link: http://www.dir.ca.gov/dlse/dlsepublicworks.html

- **Division of Apprenticeship Standards (DAS):**
  - Web-Link: http://www.dir.ca.gov/das/das.html

- Apprentice Certification:
  - Web-Link: http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp

- CAC Public Works Training Fund Contributions:
  - Web-Link: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html

- **California General Prevailing Wage Determination:**
  - Web-Link: http://www.dir.ca.gov/OPRL/pwd/ (Journeymen)
  - http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp (Apprentice)

- **Davis Bacon Wage Determination Rates:**
  - Web-Link: http://www.wdol.gov/dba.aspx

- **Public Works Information- Frequently Asked Questions:**
  - Web-Link: http://www.dir.ca.gov/das/publicworksfaq.html

- **LCPtracker.net**
  - Web-link: https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx
  - Support Phone Number: 714-669-0052
    Option 4 E-mail: support@lcptracker.com

THINGS TO REMEMBER:

Labor Compliance Forms due Prior to Work Beginning (Prime and all Sub Tier Contractors)

1) **Authorized Letter for Signing Certified Payroll** (Original signature required)
2) **List of Trades and/or Crafts**
3) **PW-300- List of all sub-contractors and suppliers.** (This **must be** updated if changes occur and **all contractors** listed must have a **DIR registration number** prior to commencing work on the project.
4) **Checklist of Labor Law Requirements-** (All boxes checked and signed)
5) **Public Works Contract Award Information (DAS 140)** (With verified proof of service)
6) **Request for Dispatch of an Apprentice (DAS 142)** (With verified proof of service)
7) **Fringe Benefit Statement Form-**(For Each Determination) (Due before first Certified Payroll and then only when a change occurs)
8) **Authorization for Payroll Deduction** (Original signature required) (Deductions other than standard deductions must be authorized by the employee)

Labor Compliance FormsDue Weekly:

- **Certified Payroll Form** (LCP Tracker Electronic Payroll and upload of payroll to DIR website)
- **Statement of Compliance** (LCP Tracker Electronic Payroll)
- **Statement of Non-Performance** (Due when work is not performed once on job- site)

✓ Work over 8 hours in a day or 40 hours in a week must be paid at the overtime rate. Refer to wage determination that is provided by the DIR for the applicable rate.

✓ Certified payroll records must be numbered **consecutively,** starting with the first week work is physically performed on site

✓ Last certified payroll must be marked **"FINAL".**

Training Fund Contribution forms are due **monthly** beginning immediately after work has been performed on site.

Single Asterisk (*):

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Double Asterisks(**):

The rate to be paid for work performed after this date has been determined. If work will extend past this date the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703- 4774.

Employee Interviews on job site:

Interviews are done to obtain information to verify correct wages are being recorded on the certified payrolls for the given craft/classification and to ensure contract compliance.

LCPtracker



Contractor Quick-Start Guide

Phone: 714-669-0052 **Email:** info@lcptracker.com **Web:** lcptracker.com **Address:** 117 E. Chapman Ave. Orange, CA 92866

Revised 09/15/2020

CONTRACTOR QUICK START GUIDE

Here at LCPtracker (Labor Compliance Program Tracker), we are aware that using a Prevailing wage software may be a new undertaking for many Contractors. We have designed this guide to explain what LCPtracker is used for and how to start using the software.

LCPtracker has been in business since 2001, and we are constantly changing to better suit your labor compliance needs. LCPtracker is used by over 200 Government Agencies and 55,000 Contractors.

LCPtracker is an online, cloud-based software company that provides users with the proper tools to easily ensure that each contractor is meeting prevailing wage guidelines as well as to easily create the detailed reports that can be required by agencies like the United States Army Corp of Engineers or the FHWA.

Whether it's Davis-Bacon laws that are set by the United States Department of Labor (USDOL), California prevailing wages set by the Department of Industrial Relations (DIR), or any other labor laws set by a specific state or local government agency, LCPtracker makes it easy to guarantee that every Contractor is compliant.



HOW DOES IT WORK?

The LCPtracker service is a paperless, online system of entering Certified Payroll Reports (CPRs). Payroll data may be entered directly into the system, or uploaded from major construction accounting systems or payroll programs. This service eliminates the need for Contractors to submit paper documents and forms while providing an online database that stores all CPRs.

All contract-specific wage rates, fringe rates and worker crafts/classifications are online within the system, and Contractors may then select craft/classifications from a drop-down menu. Potential errors in wage rates or work classification entries are flagged to Contractors preemptively, allowing them to correct data prior to submittal. (This is contingent on how the Agency sets up their project validations.)

A few of the **immediate benefits** experienced by using LCPtracker are:

- All Contractor reports are available instantly to Contractors in hardcopy and electronic format.
- No need to mail in paperwork! Payrolls will be submitted electronically.

There is no cost to Contractors for this service or for online training and we have a dedicated Support staff available Monday through Friday from 5:00am until 5:30pm PST.

CONTACTING LCPTRACKER SUPPORT

Contractors may access the various options for training after receiving a User ID and password, which will be sent by a "no reply" email address from LCPtracker (i.e., NOREPLY@LCPtracker.com.) This email, with login instructions, will be sent to Contractors once they're assigned to an account in LCPtracker by your Agency or Prime Contractor. Every Contractor account is created by the Agency or their Prime Contractor. Complete and full support is offered directly to Contractors by LCPtracker for any technical questions on the use of the software.

Contact LCPtracker Support



- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

If you send the Support Team an email or prefer to leave a voice message, LCPtracker asks that you include the information listed below. (Because of the high number of users stored within LCPtracker, we cannot look up your account with only your company name or project you are working on.)

- Your Company Name
- Your User ID
- Your Name and Phone Number
- What the Issue is – please be a specific as possible so we can re-create the issue

LCPTRACKER TRAINING OPTIONS

Contractors may access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPtracker. Every Contractor account is created by the Agency or their Prime Contractor.



ADD/EDIT EMPLOYEE

To add an employee into system or edit someone already in system, click on ***Set Up*** and then ***Add/Edit Employee***.



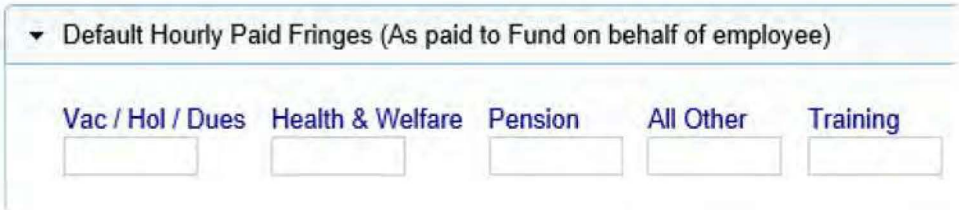
Add / Edit Employee Information

This section is used to enter Contractor employees and their personal information. Enter the appropriate employee information in the data fields. Tab key or mouse click to move between fields. Any **RED** asterisk field is required by the Agency, and the system will not save unless the information is entered in the required fields.

Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

This section is known as a "time saver". You may wish to fill in the hourly fringe rates in this section. This will allow for ease of use when entering payroll records manually, as you will be able to click the "calculate fringes" button on the Payroll Entry screen, and the system will perform the mathematical calculation of the hourly fringes multiplied by the hours worked. (Keep in mind that if you have any predetermined increases, or your Union updates once a year, you will need to come back to this section and update your fringes accordingly.)

If you have multiple projects with different fringe rates, built in increases, or everyone has the same fringes and you only want to enter those dollar values once, you may wish to skip this section and use the Fringe Benefit Maintenance table to enter your hourly fringe rates into system. (Note that any fringe amount entered in this section will supersede the fringe amount entered in that time saver section of the employee setup.)



Default Other Deductions Notes

Any deduction that is permissible according to the USDOL or your Agency (such as IRS garnishments, child support, a company loan, etc.) would fall under this "other" deduction section. Any amount listed in "other" will then dictate that "other deduction notes" is required. You can always come back and add/edit the employee and enter value in this section to save yourself time.

1. PAYROLL RECORDS

There are five methods of payroll entry available to all Contractors:

1. Copy Payroll feature in LCPtracker
2. Upload from a payroll system export file
3. Upload from the Excel spreadsheet
4. Direct Payroll Subscription / Interface (DPI)
5. Manual entry

We will be discussing manual entry in detail below, but here is some information regarding the other four:

1. COPY PAYROLL

This option is only available if you have already completed a week of payroll. Once you're in the Payroll Records tab, simply click on the "Copy Previous Payroll" button, select your project, then select the CPR you'd like to copy.



2. UPLOAD FROM A PAYROLL SYSTEM EXPORT FILE

From the Payroll Record tab, click on the "Upload Records" button. Further click on the "Accounting Systems" button, and you will see a partial list of the payroll companies that we have partnered with to create a payroll interface, or export file. To see a complete list of payroll interfaces available, please visit www.lcptracker.com, and click on Partners>Payroll Interfaces. If you do not find your payroll company, and would like to see if there is an opportunity to partner, please fill out the informational form listed under the "Upload Records" section and someone from LCPtracker will contact you.



Payroll Accounting System

ADP Workforce Now
Benepay Technologies
California Payroll
COINS
ComputerEase
Computer Guidance
Construction Partner
Foundation
JobPower Software
Paychex
Paycom
Payday Workforce Solutions
Paylocity
Pay-Net
Payroll People Inc - PPI
Payroll Systems -
Quantum Systems
Sage 100 & 300 – via Event 1 Software
Sunburst
Timberline – via Event 1 Software
Ultimate Software - UltiPro
Viewpoint – ProContractor
Viewpoint – Spectrum (Formerly Dexter-Chaney)
Viewpoint – Vista

You can click on the name of your payroll company, and you will either find a list of directions on how to obtain your export file, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

Once you have it, you can use it to upload your CPR from that "Upload Records" button. For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

3. UPLOAD FROM THE EXCEL SPREADSHEET

LCPtracker has an Excel spreadsheet template available for you to download in the same "Upload Records" section mentioned above. There is a legend as well as instructions available on the Excel template.

You can manually enter info into this Excel spreadsheet, or you can confer with your IT department to see if they can utilize this spreadsheet to create a report out of your existing payroll system.



4. DIRECT PAYROLL SUBSCRIPTION / INTERFACE (DPI)

This is another option available to Contractors who would prefer to not enter their CPRs manually, do not want to use the Excel spreadsheet, and do not use a payroll company that LCPtracker partners with. You can choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that "Upload Records" button.

For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.



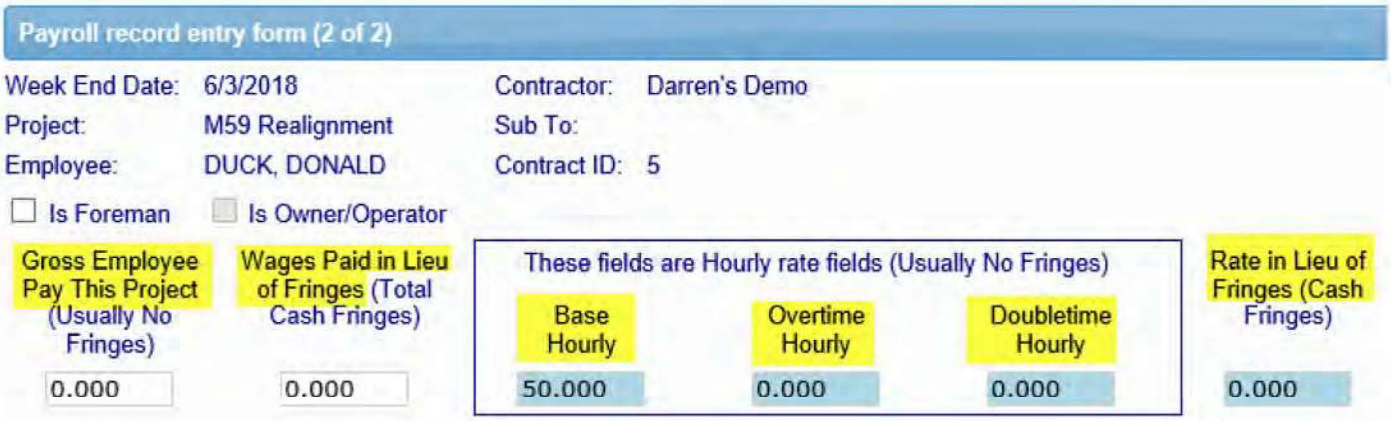
5. MANUAL ENTRY

You will enter a record each week for every employee that performs work covered by prevailing wages on their project. If your employee works in more than one classification (i.e., they've worked 20 hours as a Carpenter and 20 hours as a Power Equipment Operator) please enter two separate pay records to show that they are being paid according to the work performed.



AMOUNTS PAID (top section of the Payroll Record Entry Form)

Enter the appropriate amounts in the appropriate sections. Keep in mind this is just a transfer of historical data from your already existing payroll records.



Gross Employee Pay This Project – The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).

Wages Paid-in-Lieu of Fringes – The amount paid to the employee instead of fringe benefits paid to a plan, fund or program. This amount is sometimes included in the Gross Employee Pay this Project depending on the accounting system and the agency reporting requirements. (Whether you are a Union Shop or Open Shop typically determines whether you pay these required fringes to an approved plan, fund or program, or pay them directly to the employee in cash.) This amount would be the rate-in-lieu of Fringes multiplied by the number of hours worked.

Rate-in-lieu of fringes – The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund or program, please list the hourly rate paid here.

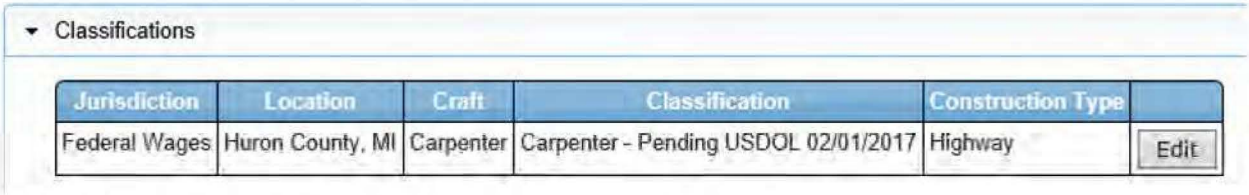
Base Hourly – The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.

Overtime Hourly – The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

Doubletime Hourly – The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

CLASSIFICATIONS

This section lists the craft and classification that your employee worked on your project and will be paid for. If you mistakenly choose the wrong classification on the original entry page, you may change it here by clicking on the Edit button. (Please remember that if your employee worked in more than one classification within this work week, you will need to enter a separate payroll record for that classification.)



HOURS WORKED EACH DAY FOR THIS PROJECT ONLY

Enter the hours worked each day. The first row is for regular time worked, the second row is for overtime worked and the third row for is for double time worked. You ONLY enter hours worked on this prevailing wage job for this week. The system will total each type of hours worked, the days worked and the week under the totals hours column.



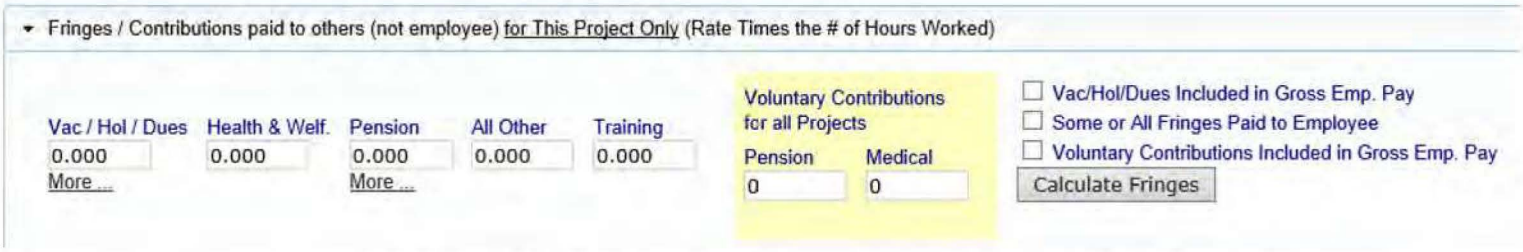
FRINGES/CONTRIBUTIONS PAID TO OTHER (NOT EMPLOYEE) FOR THIS PROJECT ONLY

You may utilize this section in two different ways:

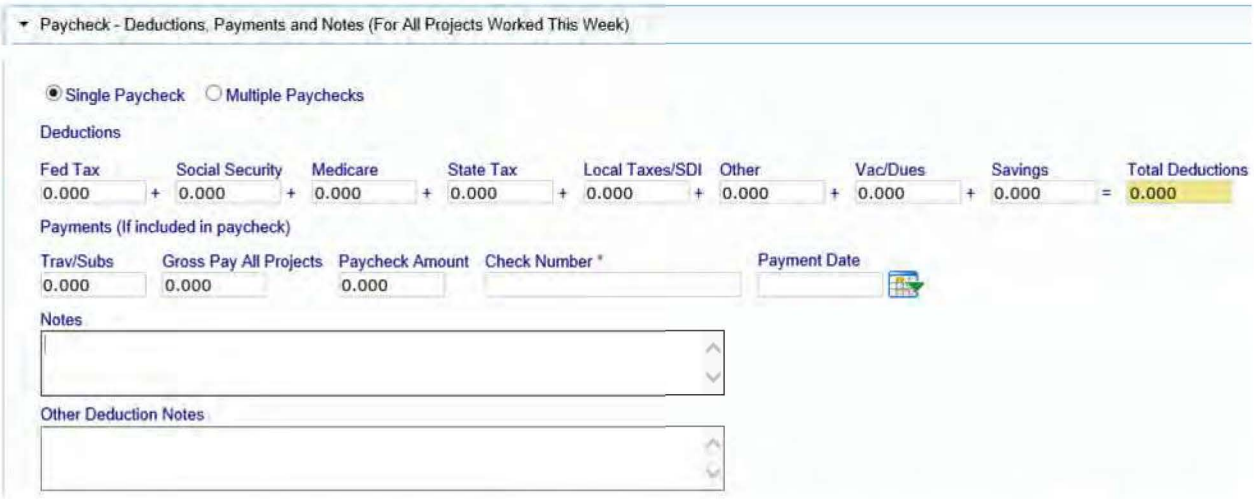
1. Auto calculate
2. Manual entry

The first is by simply clicking the Calculate Fringes button so that the system automatically calculates the fringe benefit rates paid. This only works if you filled out the hourly fringe benefit rates in the Add/Edit Employee screen (or the Fringe Benefit Maintenance section, also available in the Set Up tab). This function multiplies the hours worked times the fringe benefit rate to get the values.

The second way is to manually enter the total amounts paid per section (Vac/Hol/Dues, Health & Welfare, Pension, etc.) from your payroll register or paystubs. Mark the appropriate check boxes as required. If they are checked in the Add/Edit Employee setup then that value carries over.



PAYCHECK – DEDUCTIONS, PAYMENTS AND NOTES (values entered in this section apply to all hours worked on all projects during the week.)



Deductions - the Total Deductions box will add as you enter values in the taxes, other deductions, Vac/Dues and Savings fields.

Other Deduction - this field is for permissible deductions that do not fall into the other available fields. If you put an amount in the Other deductions field, an Other Deduction Note will become required.

Trav/Subs - this field is for travel or subsistence paid to your employee. This amount does figure into the mathematical calculation that the system to ensure that Gross and Net pays are correct.

Gross Pay All Projects – the gross amount on the paycheck for the week including all projects worked.

Paycheck Amount – this is also referred to as Net pay. This is the actual amount of pay the employee received.

Check Number – you have the option of putting different information in this field. If you hand out actual checks to your employees, please enter the check number in this field. If you utilize direct deposit and no check numbers exists, enter "DD".

Payment Date – this is the actual date of the paycheck. Not all Agencies require this field.

Notes – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.

Other Deduction Notes – if you entered a permissible deduction in the above-mentioned field, then you will be required to leave a note describing that deduction. Please remember to be transparent in your notes entered. We recommend that you list what the actual deduction is, and not write "other deduction" or "N/A".

WHEN YOU HAVE COMPLETED ALL THE ABOVE-MENTIONED FIELDS, CLICK SAVE.

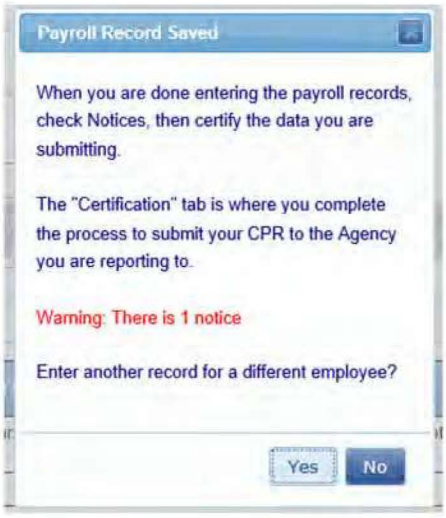
SAVE WITH NO NOTICES

With a successful save you will get this message:



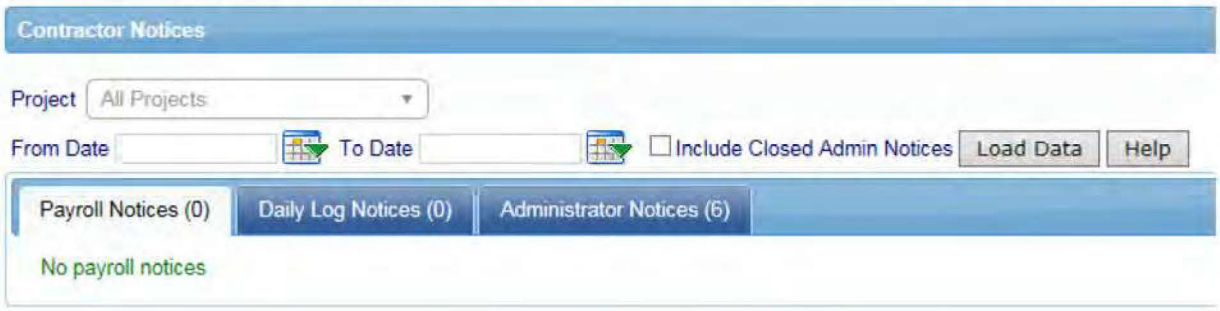
SAVE WITH NOTICES

If you do not get this message, look for the **RED** message on the screen. You may have to scroll up or down on the payroll record to see what you have missed that may be a required field.



2. NOTICES

Once you have entered all payroll records for the week, you should go into the Notices tab to check and see if you have any payroll Notices. Your records have been saved: perhaps there are issues ranging from forgetting to add an employee ID or phone number to forgetting to enter the Gross Employee Pay This Project field at the top of the Payroll Record Entry screen.



If you have an employee who shows up in this screen, you will need to clear that notice.



To clear your notice, click on the Edit button to the right of the employee name. From there, you will be taken back into the Payroll Record Entry screen. Scroll down the bottom and you will see detailed notes on exactly what your notice is.

If you do not understand the notice, you have options on how to get help. You can click on the Video Assistance "Play Now" button and you will see a video that explains what the notice is and how to address it, or you can contact our Support department and they will assist you.

You must clear all notices to certify your payroll.

CERTIFICATION

You are almost finished, and now it's time to certify your payroll. You will do this for each week beginning when you first start work on your project until the last week on the project.

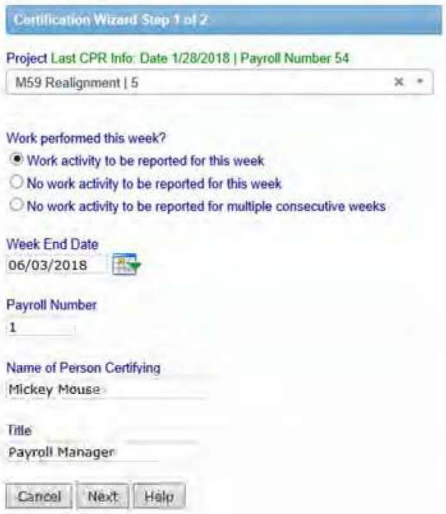
You have three options available to you when you certify your payroll:

- Certify a payroll for a week during which work was performed
- Certify a payroll for a week during which no work was performed (non-work week payroll)
- Certify a payroll for multiple consecutive weeks during which no work was performed

CERTIFICATION WIZARD, STEP 1 OF 2

To certify your payroll:

- Choose your project
- Choose the type of payroll you are certifying
- Choose your week ending date (if you choose multiple consecutive weeks, you will enter the start date and the last date)
- Enter your name as the person certifying your payroll
- Enter your title
- Click next



CERTIFICATION WIZARD, STEP 2 OF 2

You are now seeing your Statement of Compliance (SOC) portion of your certified payroll report. You are just a few clicks away from certifying your payroll.

You now need to denote how you pay your fringe benefits (if you do both, you may choose both):

- 4a – paid into an approved plan, fund or program
- 4b – paid in cash to the employee
- 4c – section to note any exceptions you might have, per craft/classification.

If you have any final remarks that you'd like to leave for your Agency, there is a section available to you to do so. Note: this field is mandatory is you are recertifying a CPR.

You may also click on a checkbox to note if your CPR is a final.



Lastly, you will put in your eSignature and click Save. This completes your CPR, and it will pop up in another window so long as you have your pop-up blocker turned off. (If you forget your e-Signature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)

Congratulations You have now completed certifying your payroll.

Your CPRs are electronically sent to your Administrator, and unless otherwise specified, there is no need to send or print out a hardcopy unless you would like to do so for your own records.

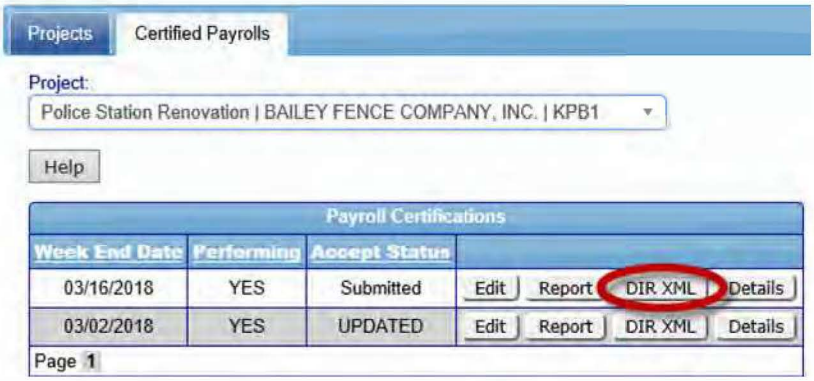
Remember that your CPR's will always be stored in your account to access at any time, so you may decide not to print out hardcopies.

CALIFORNIA DIR XML UPLOAD

If you perform work on a California Public Works project, you also need to upload your payroll to the Department of Industrial Relations (DIR) eCPR system. Once you've certified your payroll, you can download the DIR XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the DIR XML button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Upload into the DIR eCPR system

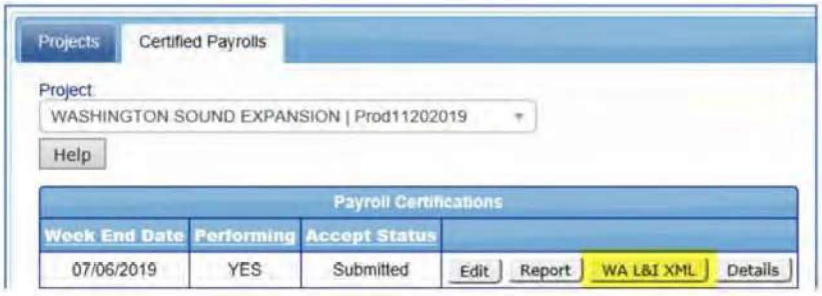


WASHINGTON L&I XML UPLOAD

Beginning in January 2020, weekly certified payroll reports are required to be filed online with Washington State Department of Labor and Industries, or WA L&I, at least once a month for all public works projects. Once you've certified your payroll, you can download the WA L&I XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the WA L&I XML button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Upload into the WA State PWIA portal

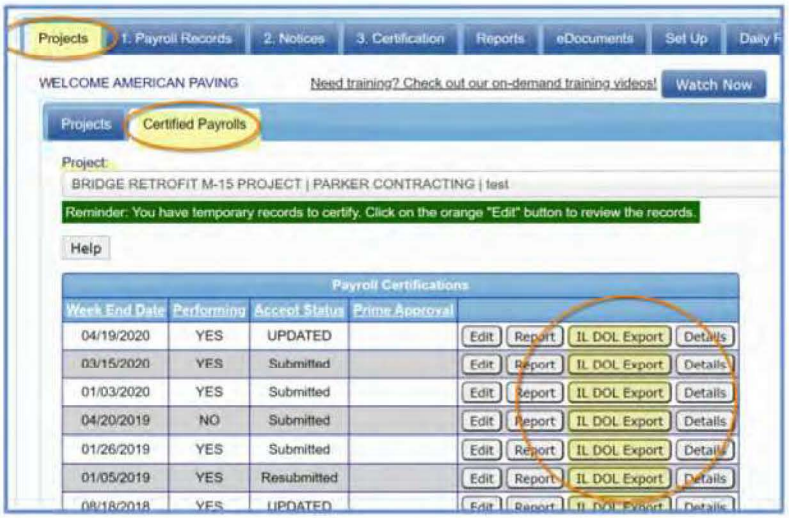


ILLINOIS DOL EXPORT UPLOAD

Beginning in September 2020, weekly certified payroll reports are required to be filed online with the Illinois Department of Labor, or IDOL, by the 15th of each month for all state-funded public works projects. Once you've certified your payroll, you can download the IL DOL XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the IL DOL Export button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Make any manual additions/adjustments to the CSV file
- Upload into the IDOL portal



Should you find that you have any further questions, please consult either the Contractor User Manual or call our Support department.

Contact LCPtracker Support

- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

APPENDIX A: CWTA REQUIREMENTS

DocuSign Envelope ID: 399AB440-45DA-4655-ADF7-5BF4022C8126

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.

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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.

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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 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 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." Unions that are listed in the signature lines to this Agreement but do not execute the Agreement are not parties to this Agreement and are not included under the definition of "Union" or "Local Union." The failure of a Local Union listed in the signature lines to this Agreement to execute this Agreement shall not invalidate or in any way affect the enforceability of the agreement as to, and between, the signatory parties to this Agreement.

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.

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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.

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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 five (5) 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.

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2.3.10 This Agreement does not apply to the following City projects: (1) Westshore Park; and (2) Renfree Field at Del Paso Park.

2.3.11 This 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 that is put out to bid before July 1, 2026.

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.

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3.5 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.

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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.

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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 REPRESENTATION

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 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 by employees in writing 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.

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

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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 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.

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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.

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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, 95821, 95822, 95823, 95824, 95828, 95832, 95833, 95834, 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; and/or women interested in joining the trades. 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.

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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.

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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

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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.

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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 the 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

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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.

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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.

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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. Prior to the expiration of this Agreement, the City and the Trades Council agree to meet and confer regarding the status of and experience with Projects covered by the 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of _____, 2023.

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CITY OF SACRAMENTO

Date: Nov 17, 2023

Name:
Ryan Moore

Title: Assistant City Manager

Approved as to form:

Jennifer Gore

Date: Nov 17, 2023

City Attorney
Jennifer Gore

Attested to by:

K. Southward

Kamie Southward (Jan 30, 2024 13:22 PST)

Date: Jan 30, 2024

City Clerk

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SACRAMENTO-SIERRA BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

Date: 11/08/2023

Name: Kevin Ferreira

Executive Director

Title:

Date: 11/8/2023

Name:

PRESIDENT SSBTC

Title:

Date: 11-8-2023

Name:

VICE-PRESIDENT SSBCTC

Title:

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UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

Bricklayers Local #3

Laborers Local #185

Boilermakers Local #549

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

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

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

District Council #16 International Union of Painters & Allied Trades

Plumbers & Pipefitters Local #447

Elevator Constructors Local #8

Roofers Local #81

International Brotherhood of Electricians Local #340

Sheet Metal Workers Local #104

Sprinkler Fitters Local #669

Teamsters Local #150

Asbestos, Lead and Mold Laborers Local #67

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Laborers Local #185

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On Behalf of BM Robbertzopper
Sprinkler Fitters Local #669

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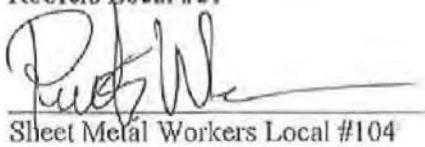
Operating Engineers Local #3

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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

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Addendum A

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CITY OF SACRAMENTO

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Name of Contractor

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(Name of Contractor Representative)

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(Authorized Officer & Title)

_____
CSLB # or Motor Carrier Permit