
File ID: 2026-00993

7/21/2026

[Contract Award] On-Call Construction Services for Signing and Striping Installation

File ID: 2026-00993

Location: Citywide

Recommendation: Pass a **Motion:** 1) awarding a contract for On-Call Contractor Services for Signing and Striping Installation in an amount not-to-exceed \$900,000, for one year with up to four one-year options to renew, with Sierra Traffic Markings Inc.; 2) authorizing the City Manager or designee to execute the contract for On-Call Contractor Services for Signing and Striping Installation in an amount not-to-exceed \$900,000 with Sierra Traffic Markings, Inc.; 3) awarding a contract for On-Call Contractor Services for Signing and Striping Installation in an amount not-to-exceed \$900,000, for one year with up to four, one-year options to renew, with Central Striping Service, Inc.; and 4) authorizing the City Manager or designee to execute the contract for On-Call Contractor Service for Signing and Striping Installation in an amount not-to-exceed \$900,000 with Central Striping Service, Inc.

Contact: Phil Vulliet, Supervising Engineer, (916) 808-5092, pvulliet@cityofsacramento.org; Megan Carter, Transportation Manager, (916) 808-2522, mcarter@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

1-Description/Analysis

2-Contract - On-Call Signing and Striping Services - Central Striping Service, Inc.

3-Contract - On-Call Signing and Striping Services - Sierra Traffic Markings, Inc.

Description/Analysis

Issue Detail: On March 25, 2025, City Council adopted Resolution No. 2025-0079 to support the Citywide Transportation Safety Initiative. The Resolution established a new Transportation Safety Team in the Department of Public Works, amended the FY24/25 Capital Improvement Program to create an expenditure budget for the new Quick Build Safety Program (T15255300), suspended competitive bidding for construction-related agreements to support the Quick Build Safety Program, and allowed for on-call contracting methods. In addition, the FY25/26 Transportation Division budget included an expenditure budget for the Traffic Safety Response Program (S15265800).

In follow-up to that Council action, staff released a Request for Qualifications (RFQ) for Signing and Striping Services to solicit proposals from licensed contractors to perform signing and striping services in support of the City's Quick Build Safety Program. The RFQ was advertised on March 16, 2026, and two proposals were received on April 10, 2026, from Sierra Traffic Markings and Central Striping Service. To ensure the Quick Build Safety Program and Traffic Safety Response Program have the available resources to provide rapid implementation of safety improvements throughout the City without separate competitive bidding on a project-by-project basis, staff recommends the award of a master services agreement in an amount not to exceed \$900,000 to both Central Striping Service and Sierra Traffic Markings for an initial one-year term, with four potential additional one-year extensions allowed for a total of five years.

The implementation of on-call signing and striping capability is designed to enhance and supplement the existing City staff's resources, directly supporting the City's Vision Zero goals. As safety interventions have been prioritized, crews with the City's Traffic Signs & Markings team have experienced an influx of approved safety enhancements throughout the City. This has resulted in a backlog of work orders and ongoing maintenance needs that require timely attention.

The on-call contracts allow the City to undertake more significant modifications to its roadways. At present, City crews do not have the equipment required to install long line applications in thermoplastic according to City standard specifications. This work is also seasonal and cannot be completed during winter months due to temperature requirements. The on-call contracts enable the City to increase the delivery of enhancements during warmer months, without the need to maintain additional full-time staff throughout the winter season. These contracts were subject to union review, consistent with the requirements of Assembly Bill 339, prior to advancing to award and no objections were received.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56 requiring City Council for approval for agreements of \$250,000 or more.

The actions requested herein are consistent with the City's goals of improving and expanding public safety and enhancing livability. These actions are consistent with the following goals as identified in the General Plan:

M-4.3 Vision Zero: The City shall utilize a data driven, "vision zero" approach to eliminate all traffic fatalities and severe injuries by 2027, while increasing safety, health, and equitable mobility for all.

M-1.9 Equitable Processes and Outcomes: The City shall ensure that the transportation system is planned and implemented with an equitable process to achieve equitable outcomes and investments so that all neighborhoods one day will have similar levels of transportation infrastructure such as sidewalks, marked low stress crossings, and bikeways.

M-4.1 Application of Safety: The City shall design, plan, and operate streets using complete streets principles to ensure the safety and mobility of all users.

Economic Impacts: None - No specific construction task is contemplated with this action.

Environmental Considerations:

California Environmental Quality Act (CEQA): The action concerns continuing administrative activities that do not constitute a “project” as defined by California Environmental Quality Act (CEQA) Guidelines Sections 15378(b)(2) and are not subject to CEQA (CEQA Guidelines Section 15060(c) (3)). However, any project for which a task order is assigned will be subject to CEQA and will be reviewed individually.

Sustainability: Contemplated future projects would be consistent with sustainability goals of optimizing the transportation system and developing a universally accessible, safe, convenient, integrated, and well-connected pedestrian system. Transportation is also responsible for 57% of Sacramento’s local greenhouse gas emissions, the single largest sector. Providing safe and bikeable transportation alternatives helps to reduce single-occupant vehicle use and will contribute towards Sacramento’s climate change goals.

Commission/Committee Action: None.

Rationale for Recommendation: On March 16, 2026, Engineering Services issued a Request for Qualifications (RFQ) for On-Call Contractor Services for Signing and Striping Installation. The RFQ was advertised on the City’s Planetbids website. Proposals were received on April 10, 2026. A total of two responses were received. A panel of three City employees from the Department of Public Works’ Engineering Services Division, Transportation Division, and Mobility & Sustainability Division, reviewed and rated the proposals.

The panel determined that both contractors were qualified for the desired services, have demonstrable experience performing such work in a Public Works context, and the City has a need for more than one on-call contractor for this work. Consequently, the panel recommended entering into a master services agreement with both contractors to maximize the City’s capabilities to deliver needed safety improvements.

Financial Considerations: Each contract will be for a total amount not to exceed amount of \$900,000. Each contract requires task orders. Each contractor must provide a quote/proposal which the City may accept or reject. Purchase orders encumbering funds under these agreements will not be created until a task order has been issued. Funding for each task order will be derived from local, state and/or departmental operating budgets as each project is identified. It is anticipated that the primary funding source for the individual task orders will be the Traffic Safety Response Program (S15265800), and sufficient funding exists within the program to execute the task orders resulting

from these contracts.

Contractors may have multiple assignments each year; however, the aggregate amount for the initial term and any options to renew shall not exceed the contract amount of \$900,000 as identified in the agreement. It is anticipated that each individual project will be awarded through a task order that shall not exceed \$250,000.

Local Business Enterprise (LBE): Neither firm is an LBE, however both have committed to using an LBE for traffic control services required for individual task orders to meet the 5% participation requirement of the City's LBE program.

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification July 21, 202 6, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Central Striping, Inc., 3489 Luyung Drive, Rancho Cordova, CA 95742 ("Contractor"). The

City and Contractor 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:

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Local Business Enterprise (LBE) Requirements, updated June 22, 2015*
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance*
- The Procedures for Considering Criminal Conviction Information in the Employment Application Process Ordinance ("Ban the Box" requirements)*
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract

The above documents followed by an asterisk (*) can be viewed at
<http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

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 AND TERM OF CONTRACT

- A. 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:

On-Call Services for Signing & Striping Installation & Maintenance

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. **Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract. The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.**
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$900,000.00.

6. PROGRESS PAYMENTS

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

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement (in the format required by City) showing the amount of labor and materials

incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

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

City of Sacramento, Department of Public Works

ATTN: Phil Vulliet, pvulliet@cityofsacramento.org

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance any 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, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.
- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$1,000.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

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

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

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

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

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

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

volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

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

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; 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 specified in a job/task order (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

- A. 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):
 - (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer,

then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Surety(ies) 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, either direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
- B. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

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: 6/26/26

BY 

Geri Lesniewski

Print Name

Executive Vice President/CFO

Title

BY 

Jenifer Lesniewski

Print Name

Vice President

Title

Federal ID#

94-2604920

State ID#

112215

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

Type of Business Entity (**check one**):

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation (Two Signatures Required)

☐ Limited Liability Company

☐ Other (**please specify:** _____)

CITY OF SACRAMENTO

A municipal corporation

DATE: 06/29/2026

BY Will be signed via eCaps

N/A

Print Name

N/A

Title

For Howard Chan, City Manager

Original Approved As To Form:

Attest:

Michael Voss

City Attorney

N/A

City Clerk

II. BACKGROUND

As a part of the City of Sacramento's effort to maintain its streets, the Department of Public Works has a need for On-Call Contractor Services for Signage and Striping installation, Repair and Modification Work.

The City of Sacramento (City) requires that signage and striping function properly and are maintained in good condition to provide traffic operations and safety for the public. The existing facilities represent a considerable public investment. To maintain these assets, the City desires to retain multiple on-call contracting firms that can provide timely services during times of peak work load, when operation of striping and markings have been interrupted and require immediate repair, as well as providing maintenance to avoid such disruptions. Therefore, the City is seeking contractors who are qualified and experienced to promptly respond when needed.

In addition to maintenance of existing signing and striping features, this procurement will serve as a valuable tool for City initiated "quick-build" safety improvements throughout the City. Expedited implementation of striping, signage, tough curbs, delineators and other elements are expected to be delivered using this On-Call.

All improvements contemplated with this contract shall adhere to the City of Sacramento Standard Specifications issued November 2020 and all published addenda.

III. SCOPE OF SERVICES

The City is requesting qualifications from contractors to provide on-call contractor services for traffic signing and striping maintenance and installation. The Contractor shall have past experience, ability, and qualifications to perform all aspects of the typical re-striping, marking, and sign replacement tasks, as well as the ability to install new signing and striping infrastructure. The Contractor must be familiar with preparing and implementing traffic control plans for traffic safety and to maintain access to businesses and have experience or demonstrate the knowledge of the process to obtain City encroachment permits which involve notification of all potentially impacted stakeholder. All installation work and replacement products must meet City of Sacramento's Standard Specifications, Special Provisions as set forth in each Task Order, and meet CAMUTCD requirements.

The types of signs and striping that may need to be installed, repaired or replaced will vary. Each task order will address whether the City or Contractor will supply the materials required.

Task Orders

The City will prepare all engineering drawings or sketches for each task order issued to the contractor and prepare record drawings, based on contractor as-built markups, after the work is performed. The contractor will, after reviewing the plans, scope of work, schedule and material list (e.g., City furnished, or Contractor procure), prepare a cost proposal and delivery timeline for the task order and send it to the designated project manager. The Contractor shall provide all necessary incidentals to complete each task order work and shall arrange for all necessary USA markings and obtain any necessary encroachment permits.

If the cost proposal and timeline is accepted, a task order will be issued. The work shall not start until the project manager has issued a Notice to Proceed (NTP).

All task orders in this contract shall occur within existing City right of way. Some locations may be adjacent to Union Pacific or Sacramento Regional Transit which may require maintenance consent letters, flagging, and safety certifications to perform work adjacent to tracks.

Selected Contractors shall be capable of providing services as needed to conduct maintenance, replacement and quick-build installations of City traffic signing and striping. The Contractor shall have/have the ability to:

- Provide traffic control plans and obtain encroachment permits as needed to complete each task order.
- Experience with engineering drawings, engineering documents, standards and special provisions.
- Work at night or on weekends as necessary if required by the approved traffic control plan or as stated in the provided scope of work for the task order.
- Provide the necessary tools and equipment to complete task orders.

The Contractor shall provide all incidentals to complete work in each task order. Incidentals such as stencils, brackets, cones, adhesives, et cetera, supplied by the Contractor shall be provided as a single line item in the quote provided to the City. Other various traffic signing and striping items such as delineators, bollards, signs, etcetera, needed to complete the task order, may be provided by the contractor, as directed in the scope of work.

The contractor will be allowed a maximum markup of 10% over their vendor equipment prices on non-incidental items. The Contractor must be able to provide copies of their vendors prices as part of their quote provided for the task order if requested. The quote shall include a detailed itemized list of costs for the City to review. Once the quote is approved, the quoted price cannot change without a written task order modification. Any invoices for a task order submitted to the City must exactly match the approved quoted price plus any City approved task order modification.

Work and commodities provided under this contract and not covered by the City of Sacramento Standards, Specifications and Special Provisions shall have a one (1) year warranty from the date the invoice for the task order is paid for by the City.

Contractor can only begin working on a task order once the notice to proceed (NTP) has been provided to the contractor by the city designated project manager. Once the NTP is given, the Contractor shall submit to city encroachments all documents such as a traffic control plans to obtain the required permits. The cost of the traffic control plans shall be a single line item in the quote provided to the city.

At no time will the contractor leave the traffic signs and markings infrastructure in an unsafe condition. If the Contractor cannot complete the scope of work and needs to pull off, the contractor shall coordinate with the City's Traffic Signs & Markings Shop and Traffic Engineering staff to ensure the work site is safe.

The type of work that the Contractor needs to perform to accomplish a task order under this contract vary widely. Appendix F includes examples of typical tasks that could be scoped for a

City of Sacramento – RFQ Bid #

task order as part of this contract.

**Subcontractor and Local Business Enterprise Participation Form
LIST ANY SUB-CONTRACTORS TO BE USED FOR EACH TASK ORDER**

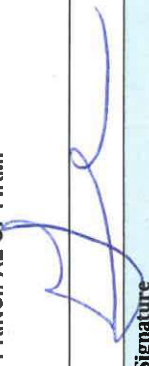
The bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name		Central Striping Service, Inc.		Date	06/02/2026
Prime Contractor Address		3489 Luyung Drive, Rancho Cordova, CA 95742		Bid Amount	\$TBD
(REQUIRED) Prime Contractor DIR Registration #		1000006499		Is Prime LBE?	Yes No
Business Name	Capitol Barricade	Subcontractor DIR Registration # (subject to verification)		Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number	847170				
Address	6001 Elvas Ave.				
City, State, Zip	Sacramento, CA 95819	LBE?	Yes No	Traffic Control	\$TBD
Contact Person	Matt Donovan				
Phone	916-451-5176				
Business Name		Subcontractor DIR Registration # (subject to verification)		Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number					
Address					
City, State, Zip		LBE?	Yes No		\$TBD
Contact Person					
Phone					

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

PRINCIPAL OF FIRM:



Signature	Title CFO	Date 6/10/2026
------------------	------------------	-----------------------

Examples of Typical Task Order Scope

The following are examples of typical tasks that could be scoped for a task order as part of this contract. Task orders, however shall not be limited to this list.

I. Striping maintenance existing intersection.

Remove and replace existing pavement striping and markings at an intersection.

1. Submit for an encroachment permit for traffic control.
2. Mobilize crew and equipment to site.
3. Remove existing striping and markings and slurry seal if needed to avoid “ghosting”.
4. Layout new striping and markings.
5. Install all necessary striping and markings.
6. Replace lane lines and edge lines where necessary.
7. Install retroreflective pavement markers where necessary.
8. Confirm striping and markings are to plan.

Additional work that could occur when doing striping maintenance could include replacement or relocation of striping.

II. Bikeway Path/Lane Striping.

1. Submit for an encroachment permit for traffic control.
2. Remove any existing striping and slurry seal as necessary.
3. Layout bike lanes per approved plan.
4. Install bikeway striping per City standard plan.
5. Install retroreflective pavement markers where necessary.
6. Install vertical delineators if indicated in task order plans.
7. Confirm striping and markings are to plan.

III. Signage Replacement.

1. Submit for an encroachment permit for traffic control.
2. Remove any existing signs as directed.
3. Furnish and install new traffic signs per City standard specifications.
4. Verify sign location and orientation per MUTCD and City guidelines.
5. Disposal of removed signage.



**PUBLIC WORKS, TRANSPORTATION DIVISION ON
CALL SIGNING AND STRIPING TASK ORDER**

TASK ORDER NUMBER		PURCHASE ORDER NUMBER	
CONTRACTOR NAME		CONTRACT NUMBER	
PROJECT NAME			
PROJECT DESCRIPTION			
Number of Working Days		See Attached Scope of Work Dated:	
The total not to exceed estimated cost of performing services under this task order is:			
Initial Amount:	\$		
Increased Amount by:	\$		
Total Amount*	\$		
Performance and Payment Bonds Required? (Over \$25,000)	Yes No	Received?	Yes No
City to furnish materials?	Yes No	If so, state materials below:	

City PM (Print Name)		Contractor PM (Print Name)	
Phone Number		Phone Number	
City PM Signature		Contractor Signature	

PROJECT APPROVED BY:		
	Project Manager DATE	Megan Carter, City Traffic Engineer, or designee DATE (Prevailing wage lock-in date)

NOTICE TO PROCEED		
	DATE	Contract Manager or Designee

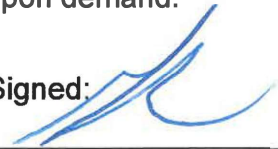
NOTICE OF COMPLETION		
	DATE	Contract Manager or Designee

GUARANTEE

We hereby guarantee the On-Call Signing & Striping Project PN: 15001951 for 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: 6/4/2026

Signed: 

Geri Lesniewski, CFO

Printed Name

Central Striping Service, Inc

Company

3489 Luyung Drive

Address

Rancho Cordova, CA 95742

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:

Central Striping Service, Inc

BY:



Signature Geri Lesniewski

CFO

Title

Date: 6/2/2026

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.

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

Central Striping Service, Inc.

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

94-2604920

Address (apt./ste./room)

3489 Luyung Drive

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

Rancho Cordova

State ZIP code

CA 95742

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 Geri Lesniewski, CFOTelephone (916) 635-5175Payee's signature ▶ Date 06/02/2026

WORKER'S COMPENSATION CERTIFICATION
On-Call Signing & Striping

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: 6/2/2026

Contractor Central Striping Service, Inc.

By 
Signature Geri Lesniewski, CFO

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Central Striping Service, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 3489 Luyung Dr	Requester's name and address (optional)
6 City, state, and ZIP code Rancho Cordova CA 95742	
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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
9	4		-	2	6	0	4	9
							2	0

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 ►

Date ►

6/2/26

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **CENTRAL STRIPING SERVICE, INC.**
Business Address **3489 LUYUNG DR**
Owner **CENTRAL STRIPING SERVICE, INC.**
Type of Business **Contractors - General**
Tax Classification **Gross Receipts**
Expires **03/31/2027**
Mailing Address **CENTRAL STRIPING SERVICE, INC.**
3489 LUYUNG DR
RANCHO CORDOVA, CA 95742-6861

1122125



1122125

TOTAL PAID:
\$70.00

MUST BE POSTED IN CONSPICUOUS PLACE

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2026

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 HUB International Insurance Services Inc. PO Box 255387 Sacramento CA 95864	CONTACT NAME: Debbie Williams PHONE (A/C, No, Ext): 916-480-4124 FAX (A/C, No): 916-993-7224 E-MAIL ADDRESS: debbie.williams@hubinternational.com														
License#: 0757776 CENTSTR-06	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Executive Risk Indemnity</td><td>35181</td></tr><tr><td>INSURER B : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C : Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER D : Endurance American Specialty Insurance Company</td><td>41718</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Executive Risk Indemnity	35181	INSURER B : Federal Insurance Company	20281	INSURER C : Illinois Union Insurance Company	27960	INSURER D : Endurance American Specialty Insurance Company	41718	INSURER E :		INSURER F :	
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INSURED Central Striping Service, Inc. 3489 Luyung Drive Rancho Cordova CA 95742															

COVERAGES**CERTIFICATE NUMBER:** 1017492174**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded. \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	54310263-05	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	5431-02-61	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		9365-27-30	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	WCF (25) 5431-02-64	6/30/2025	6/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		CPY G46630452008	6/30/2024	6/30/2026	Limit/Aggregate \$2,000,000
D	Secondary Umbrella		ELD30001895005	6/30/2025	6/30/2026	Each Occurrence \$5,000,000 Aggregate \$5,000,000

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

RE: CSS Job #26073, On-Call Contractor Services for Signing & Striping Installation and Maintenance.

Additional Insured: The City of Sacramento, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors where required by written contract. The City of Sacramento, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability where required by written contract. Insurance is primary and non-contributory. Policies provide for 30 Days Notice of Cancellation, except 10 Days for Non-payment of Premium.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Sacramento
c/o EBIX RCS
PO Box 257
Portland MI 48875-0257

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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ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services Inc.		NAMED INSURED Central Striping Service, Inc. 3489 Luyung Drive Rancho Cordova CA 95742
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Forms: 10-02-2461 0715, 16-02-0292 1116, CG2010 1219, CG2037 1219, WC90375 0518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:
WHERE REQUIRED BY WRITTEN CONTRACT.

Location Of Covered Operations:
ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

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

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

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

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

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

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

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

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

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket where required by written contract.	Blanket where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket where required by written contract.	Blanket where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Workers' Compensation and Employers' Liability Policy

Named Insured CENTRAL STRIPING SERVICE, INC. 3489 LUYUNG DR RANCHO CORDOVA CA 957426861	Endorsement Number
	Policy Number Symbol: WCF Number: (25) 5431-02-64
Policy Period 06/30/2025 TO 06/30/2026	Effective Date 06-30-2025
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0



Authorized Representative



LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the labor compliance meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. For any questions regarding these requirements, please contact Raquel Gonzalez at RAGonzalez@cityofsacramento.org.

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

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

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. 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.



**LABOR COMPLIANCE
HANDBOOK
2023**



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
DEPT OF PUBLIC WORKS
ENGINEERING SERVICES
LABOR COMPLIANCE STAFF***

Raquel González,
Program Analyst

RAGonzalez@cityofsacramento.org

Contractor Compliance and Monitoring, Inc.

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San Mateo, CA 94404

info@ccmilcp.com



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](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 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 hour for 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 by 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.



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	Parking and Highway Improvement
(Striper) Boilermaker-Blacksmith	Painter
Bricklayer, Stonemason	Plasterer
Carpenter – All Related Trades	Plaster Tender
Carpet, Linoleum and Resilient Floor Layer	Roofer
Cement Mason	Landscape/Irrigation Fitter
Drywall Installer/Lather (Carpenter)	Sprinkler Fitter (Fire Protection/Fire Control
Drywall Finisher (Painter)	Pile Driver Operating Engineer
Electrician, Inside Wireman	Pile Driver (Carpenter)
Electrical Utility Lineman	Parking and Highway Improvements Painter
Elevator Constructor	Plumber/Steamfitter
Field Surveyor Chainman/Rodman	Pipefitter
Chief of Party	Underground/Utility Pipefitter
Glazer	Metal Roofing System Installer
Electrician (Comm & System Installer)	Sheet Metal
Worker Electrician (Comm & System Tech, Cable Splicer)	Stator Re-winder
Iron Worker	Terrazzo Finisher
Laborer	Terrazzo Worker
Marble Finisher/ Marble Mason/ Marble Setter	Tile Setter
Millwright	Tile Finisher
Operating Engineer	Steel Erector & Fabricator
Operating Engineer (Dredger)	Tunnel/Underground (Operating Engineer)
Building Construction Inspector	Tunnel Worker (Laborer)
Operating Engineer (Landscape Construction)	Parking & Highway Improvement (Striper-
Laborer) Pointer, Caulker and Cleaner	Brick tender
Acoustical Installer (Carpenter)	Scaffolding and Shoring Erector (Carpenter)
Hardwood Floor Layer (Carpenter)	Shingler (Carpenter)
Insulation Installer (Carpenter)	Communications & System Installer
Field Surveyor Instrument man	Taper
Roofer	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



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

DEPARTMENT ADDRESS

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**



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.gov/h/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 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



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

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 | ☐ Carpet/Linoleum |
| ☐ Electricians | ☐ Laborers |
| ☐ Pile Drivers | ☐ Sheet Metal |
| ☐ Boilermaker | ☐ Cement Mason |
| ☐ Elevator Mechanic | ☐ Millwrights |
| ☐ Pipe Trades | ☐ Sound/Communication |
| ☐ Bricklayers | ☐ Drywall Finisher |
| ☐ Glaziers | ☐ Operating Engineer |
| ☐ Plasterer | ☐ Surveyor |
| ☐ Carpenter | ☐ Drywall/Lather |
| ☐ Iron Workers | ☐ Painters |
| ☐ Roofers | ☐ Teamster |
| ☐ Tile Workers | ☐ 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		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			

PW-300 Form

SUPPLIERS LIST

Add additional pages if necessary.

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 their 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; 1777.7 and 1813*.

☐ **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)

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 _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/ PER HOUR		
CONTRIBUTIONS	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐	

PENSION

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/ PER HOUR		
CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐	

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/ PER HOUR		
CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐	

TRAINING

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/ PER HOUR		
CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
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 \times 12 \text{ months}) \text{ divided by } 2,080 \text{ 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 \times \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 AWARDED 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**

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)			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 _____

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

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 Hours Within		STRAIGHT TIME 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.

CALIFORNIA APPRENTICE QUESTIONNAIRE

(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.

☐ **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 or 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: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax 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)

-



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:	Comments
* City:		(MM/DD/YYYY)	



* Name of the submitting party:	* Submitter's Title:	* Submitter's Email:	* Submitter's Phone:
			e.g., (999) 999-9999

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up/Down ARROW keys to select a list item

* County of Work	* Classification	* Hours (min.: 0.5; max: 9 999.99)	* Rate (min.: 0.01; max: \$9.99)	Amount
1) Select a county	Select an occupation			\$ 0.00
2) Select a county	Select an occupation			\$ 0.00
3) Select a county	Select an occupation			\$ 0.00
4) Select a county	Select an occupation			\$ 0.00
5) Select a county	Select an occupation			\$ 0.00
6) Select a county	Select an occupation			\$ 0.00
7) Select a county	Select an occupation			\$ 0.00
8) Select a county	Select an occupation			\$ 0.00
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			\$ 0.00
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			\$ 0.00
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			\$ 0.00
18) Select a county	Select an occupation			\$ 0.00
19) Select a county	Select an occupation			\$ 0.00
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](#)

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



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 **VERIFICATION 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 AWARDDING 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

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



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



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.



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/> (Journeyman)
 - <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 Forms Due 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.



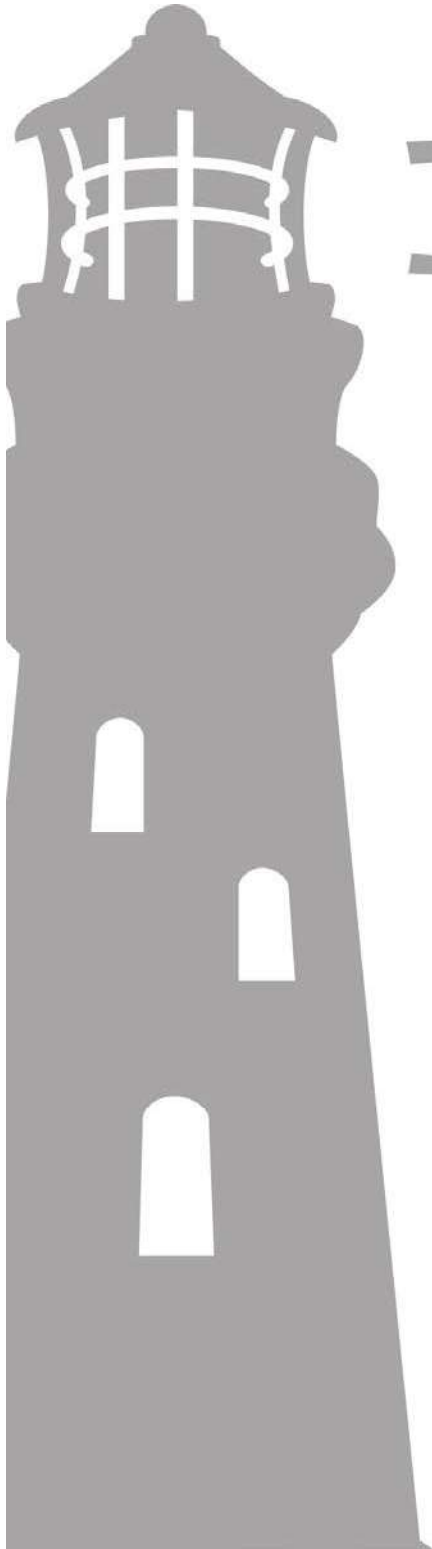
Double Asterisks():**

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.



Contractor Quick-Start Guide



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 as 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.



LG-LCPTRACKER DEMO DATABASE [Change Account](#)





ADD/EDIT EMPLOYEE

To add an employee into system or edit someone already in system, click on **Set Up** and then **Add/Edit Employee**.

The screenshot shows the 'Setup Main Menu' with a navigation bar at the top containing: Projects, 1. Payroll Records, 2. Notices, 3. Certification, Reports, eDocuments, Set Up, Daily Reporter, and LCPcertified. Below the navigation bar is the 'Setup Main Menu' section with a grid of buttons:

Add/Edit Employee	Company Information	Add/Edit Craft Name
Fringe Benefits Maintenance	Copy Employees	Add/Edit Work Order
Subcontractor Setup	Add/Remove County Match	Add/Edit Additional Users
Edit Login Password	Add/Remove Craft Match	
Edit/Reset eSignature	Add/Remove Project Match	

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.)

The screenshot shows the 'Default Hourly Paid Fringes (As paid to Fund on behalf of employee)' section. It contains five input fields with labels above them:

Vac / Hol / Dues	Health & Welfare	Pension	All Other	Training



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.



Accounting Systems

Click below your accounting system to learn how to access the upload file.

1. [California Payroll](#)
2. [Construction Partner](#)
3. [Foundation Software](#)
4. [Pay-Net Software](#)
5. [Paychex Software](#)
6. [Paylocity Software](#)
7. [Quantum Software](#)
8. [Quickbooks Software](#)
9. [Viewpoint Software](#)
10. [Dexter + Chaney](#)

If your accounting system is not listed click [here](#) to request an interface be created.

Accounting Systems Upload Help Download spreadsheet template

Click on the Accounting Systems button to access information regarding accounting / payroll system interfaces.

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.

Upload Records

Select week end date:

Select a project:

Select a location:

☐ Calculate fringes automatically ☒ Use "NOT AVAILABLE" if crafts is unmatched

Please note that the Excel Upload Template will now be limited to 200 payroll records per upload. If your file contains more than 200 payroll records, please break up the file into multiple uploads.

Select the file to upload:

Choose File No file chosen

Accounting Systems Upload Help **Download spreadsheet template**

Click on the Accounting Systems button to access information regarding accounting / payroll system interfaces.



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.

The screenshot shows the LCPtracker interface with the 'Payroll Records' section selected. The 'Direct Payroll Subscription' button is circled in red.

Projects	1. Payroll Records	2. Notices	3. Certification	Reports	eDocuments
Payroll Records					
Enter Records		Direct Payroll Subscription			
Copy Previous Payroll		Recovery Act Additional Data Entry			
Edit Uncertified Payroll Records		FHWA 1391 Additional Data Entry			
Upload Records		HUD Additional Data Entry			

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.

The screenshot shows the LCPtracker interface with the 'Payroll Records' section selected. The 'Enter Records' button is circled in red.

Projects	1. Payroll Records	2. Notices	3. Certification	Reports	eDocuments
Payroll Records					
Enter Records		Direct Payroll Subscription			
Copy Previous Payroll		Recovery Act Additional Data Entry			
Edit Uncertified Payroll Records		FHWA 1391 Additional Data Entry			
Upload Records		HUD Additional Data Entry			



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.

Payroll record entry form (2 of 2)

Week End Date:	6/3/2018	Contractor:	Darren's Demo						
Project:	M59 Realignment	Sub To:							
Employee:	DUCK, DONALD	Contract ID:	5						
☐ Is Foreman ☐ Is Owner/Operator									
Gross Employee Pay This Project (Usually No Fringes)	Wages Paid in Lieu of Fringes (Total Cash Fringes)	These fields are Hourly rate fields (Usually No Fringes)	Rate in Lieu of Fringes (Cash Fringes)						
		<table><tr><td>Base Hourly</td><td>Overtime Hourly</td><td>Doubletime Hourly</td></tr><tr><td>50.000</td><td>0.000</td><td>0.000</td></tr></table>	Base Hourly	Overtime Hourly	Doubletime Hourly	50.000	0.000	0.000	
Base Hourly	Overtime Hourly	Doubletime Hourly							
50.000	0.000	0.000							
0.000	0.000		0.000						

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.)

▼ Classifications					
Jurisdiction	Location	Craft	Classification	Construction Type	
Federal Wages	Huron County, MI	Carpenter	Carpenter - Pending USDOL 02/01/2017	Highway	Edit

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.

▼ Hours Worked Each Day for This Project Only								
	Monday 5/28/2018	Tuesday 5/29/2018	Wednesday 5/30/2018	Thursday 5/31/2018	Friday 6/1/2018	Saturday 6/2/2018	Sunday 6/3/2018	Total Hours
Regular Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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.



▼ Fringes / Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked)

Vac / Hol / Dues 0.000 More ...
Health & Welf. 0.000
Pension 0.000 More ...
All Other 0.000
Training 0.000

Voluntary Contributions
for all Projects

Pension 0
Medical 0

- ☐ Vac/Hol/Dues Included in Gross Emp. Pay
☐ Some or All Fringes Paid to Employee
☐ Voluntary Contributions Included in Gross Emp. Pay

Calculate Fringes

PAYCHECK – DEDUCTIONS, PAYMENTS AND NOTES (values entered in this section apply to all hours worked on all projects during the week.)

▼ Paycheck - Deductions, Payments and Notes (For All Projects Worked This Week)

☒ Single Paycheck ☐ Multiple Paychecks

Deductions

Fed Tax 0.000 + Social Security 0.000 + Medicare 0.000 + State Tax 0.000 + Local Taxes/SDI 0.000 + Other 0.000 + Vac/Dues 0.000 + Savings 0.000 = Total Deductions 0.000

Payments (If included in paycheck)

Trav/Subs 0.000 Gross Pay All Projects 0.000 Paycheck Amount 0.000 Check Number * Payment Date

Notes

Other Deduction Notes

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 utilized 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.

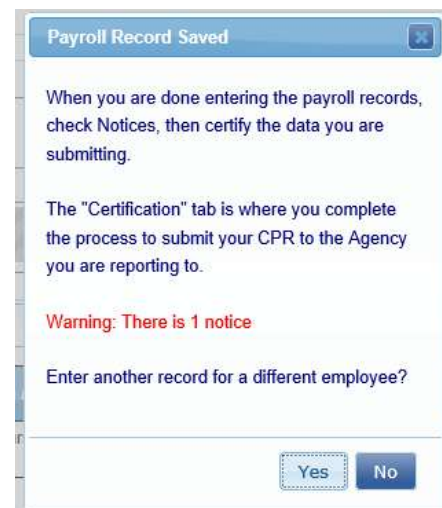
SAVE WITH NO NOTICES

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.

The screenshot shows the 'Contractor Notices' interface. At the top, there's a 'Project' dropdown menu set to 'All Projects'. Below it are 'From Date' and 'To Date' fields with calendar icons, followed by an unchecked checkbox for 'Include Closed Admin Notices'. To the right are 'Load Data' and 'Help' buttons. Below these are three tabs: 'Payroll Notices (0)', 'Daily Log Notices (0)', and 'Administrator Notices (6)'. The 'Payroll Notices (0)' tab is selected, and below it, the text 'No payroll notices' is displayed in green.

If you have an employee who shows up in this screen, you will need to clear that notice.

This screenshot shows the 'Contractor Notices' interface with a table of notices. The 'Payroll Notices (7)' tab is selected. The table has columns: Employee, Project, Sub To, Contract ID, Week End Date, Jurisdiction, Craft, Classification, and an Edit button. One notice is visible for employee CHARTEL ALEXANDER on the Herbert Hoover Dam project, with a week end date of 6/3/2018, in Florida, as a Laborer, with the classification 'Laborer: Pipelayer'.

Employee	Project	Sub To	Contract ID	Week End Date	Jurisdiction	Craft	Classification	
CHARTEL ALEXANDER	Herbert Hoover Dam			6/3/2018	Florida	Laborer	Laborer: Pipelayer	Edit

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 1 of 2

Project Last CPR Info: Date 1/28/2018 | Payroll Number 54

M59 Realignment | 5

Work performed this week?

☒ Work activity to be reported for this week

☐ No work activity to be reported for this week

☐ No work activity to be reported for multiple consecutive weeks

Week End Date

06/03/2018

Payroll Number

1

Name of Person Certifying

Mickey Mouse

Title

Payroll Manager

Cancel Next Help

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.

eSignature Password:

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.)

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

Payroll Certifications			
Week End Date	Performing	Accept Status	
03/16/2018	YES	Submitted	Edit Report DIR XML Details
03/02/2018	YES	UPDATED	Edit Report DIR XML Details

Page 1

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

Payroll Certifications			
Week End Date	Performing	Accept Status	
07/06/2019	YES	Submitted	Edit Report WA L&I XML Details

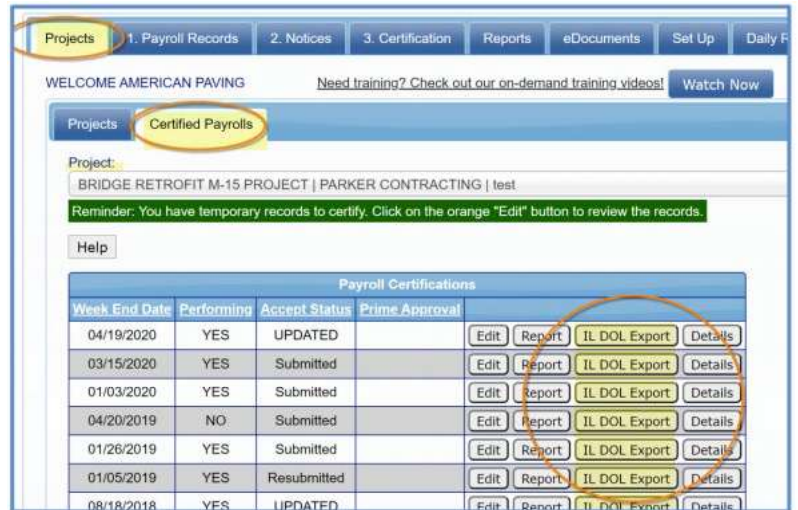


ILLINOIS DOL EXPORT UPLOAD

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

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification July 21, 202 6, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Sierra Traffic Markings, Inc., 9725 Del Road, Suite B, Roseville, CA 95747 ("Contractor").

The City and Contractor 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:

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Local Business Enterprise (LBE) Requirements, updated June 22, 2015*
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance*
- The Procedures for Considering Criminal Conviction Information in the Employment Application Process Ordinance ("Ban the Box" requirements)*
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract

The above documents followed by an asterisk (*) can be viewed at
<http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

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 AND TERM OF CONTRACT

- A. 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:

On-Call Services for Signing & Striping Installation & Maintenance

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. **Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract.** The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$900,000.00.

6. PROGRESS PAYMENTS

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

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement (in the format required by City) showing the amount of labor and materials

incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

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

City of Sacramento, Department of Public Works

ATTN: Phil Vulliet, pvulliet@cityofsacramento.org

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance any 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, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.
- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$1,000.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

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

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

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

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

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

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

volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

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

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; 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 specified in a job/task order (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

- A. 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):
 - (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer,

then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Surety(ies) 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, either direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
- B. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

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: 6/26/2026

BY [Signature]
Print Name Ron Johnson
Title PRESIDENT / CEO.

BY [Signature]
Print Name Ron Johnson
Title CEO.
Federal ID# 27-1699985
State ID# 1000002783

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

Type of Business Entity (**check one**):

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

CITY OF SACRAMENTO

A municipal corporation

DATE: 06/29/2026

BY Will be signed via eCaps

N/A

Print Name

N/A

Title

For Howard Chan, City Manager

Original Approved As To Form:

Attest:

Michael Voss

City Attorney

N/A

City Clerk

II. BACKGROUND

As a part of the City of Sacramento's effort to maintain its streets, the Department of Public Works has a need for On-Call Contractor Services for Signage and Striping installation, Repair and Modification Work.

The City of Sacramento (City) requires that signage and striping function properly and are maintained in good condition to provide traffic operations and safety for the public. The existing facilities represent a considerable public investment. To maintain these assets, the City desires to retain multiple on-call contracting firms that can provide timely services during times of peak work load, when operation of striping and markings have been interrupted and require immediate repair, as well as providing maintenance to avoid such disruptions. Therefore, the City is seeking contractors who are qualified and experienced to promptly respond when needed.

In addition to maintenance of existing signing and striping features, this procurement will serve as a valuable tool for City initiated "quick-build" safety improvements throughout the City. Expedited implementation of striping, signage, tough curbs, delineators and other elements are expected to be delivered using this On-Call.

All improvements contemplated with this contract shall adhere to the City of Sacramento Standard Specifications issued November 2020 and all published addenda.

III. SCOPE OF SERVICES

The City is requesting qualifications from contractors to provide on-call contractor services for traffic signing and striping maintenance and installation. The Contractor shall have past experience, ability, and qualifications to perform all aspects of the typical re-striping, marking, and sign replacement tasks, as well as the ability to install new signing and striping infrastructure. The Contractor must be familiar with preparing and implementing traffic control plans for traffic safety and to maintain access to businesses and have experience or demonstrate the knowledge of the process to obtain City encroachment permits which involve notification of all potentially impacted stakeholder. All installation work and replacement products must meet City of Sacramento's Standard Specifications, Special Provisions as set forth in each Task Order, and meet CAMUTCD requirements.

The types of signs and striping that may need to be installed, repaired or replaced will vary. Each task order will address whether the City or Contractor will supply the materials required.

Task Orders

The City will prepare all engineering drawings or sketches for each task order issued to the contractor and prepare record drawings, based on contractor as-built markups, after the work is performed. The contractor will, after reviewing the plans, scope of work, schedule and material list (e.g., City furnished, or Contractor procure), prepare a cost proposal and delivery timeline for the task order and send it to the designated project manager. The Contractor shall provide all necessary incidentals to complete each task order work and shall arrange for all necessary USA markings and obtain any necessary encroachment permits.

If the cost proposal and timeline is accepted, a task order will be issued. The work shall not start until the project manager has issued a Notice to Proceed (NTP).

All task orders in this contract shall occur within existing City right of way. Some locations may be adjacent to Union Pacific or Sacramento Regional Transit which may require maintenance consent letters, flagging, and safety certifications to perform work adjacent to tracks.

Selected Contractors shall be capable of providing services as needed to conduct maintenance, replacement and quick-build installations of City traffic signing and striping. The Contractor shall have/have the ability to:

- Provide traffic control plans and obtain encroachment permits as needed to complete each task order.
- Experience with engineering drawings, engineering documents, standards and special provisions.
- Work at night or on weekends as necessary if required by the approved traffic control plan or as stated in the provided scope of work for the task order.
- Provide the necessary tools and equipment to complete task orders.

The Contractor shall provide all incidentals to complete work in each task order. Incidentals such as stencils, brackets, cones, adhesives, et cetera, supplied by the Contractor shall be provided as a single line item in the quote provided to the City. Other various traffic signing and striping items such as delineators, bollards, signs, etcetera, needed to complete the task order, may be provided by the contractor, as directed in the scope of work.

The contractor will be allowed a maximum markup of 10% over their vendor equipment prices on non-incidental items. The Contractor must be able to provide copies of their vendors prices as part of their quote provided for the task order if requested. The quote shall include a detailed itemized list of costs for the City to review. Once the quote is approved, the quoted price cannot change without a written task order modification. Any invoices for a task order submitted to the City must exactly match the approved quoted price plus any City approved task order modification.

Work and commodities provided under this contract and not covered by the City of Sacramento Standards, Specifications and Special Provisions shall have a one (1) year warranty from the date the invoice for the task order is paid for by the City.

Contractor can only begin working on a task order once the notice to proceed (NTP) has been provided to the contractor by the city designated project manager. Once the NTP is given, the Contractor shall submit to city encroachments all documents such as a traffic control plans to obtain the required permits. The cost of the traffic control plans shall be a single line item in the quote provided to the city.

At no time will the contractor leave the traffic signs and markings infrastructure in an unsafe condition. If the Contractor cannot complete the scope of work and needs to pull off, the contractor shall coordinate with the City's Traffic Signs & Markings Shop and Traffic Engineering staff to ensure the work site is safe.

The type of work that the Contractor needs to perform to accomplish a task order under this contract vary widely. Appendix F includes examples of typical tasks that could be scoped for a

City of Sacramento – RFQ Bid #

task order as part of this contract.

Examples of Typical Task Order Scope

The following are examples of typical tasks that could be scoped for a task order as part of this contract. Task orders, however shall not be limited to this list.

I. Striping maintenance existing intersection.

Remove and replace existing pavement striping and markings at an intersection.

1. Submit for an encroachment permit for traffic control.
2. Mobilize crew and equipment to site.
3. Remove existing striping and markings and slurry seal if needed to avoid “ghosting”.
4. Layout new striping and markings.
5. Install all necessary striping and markings.
6. Replace lane lines and edge lines where necessary.
7. Install retroreflective pavement markers where necessary.
8. Confirm striping and markings are to plan.

Additional work that could occur when doing striping maintenance could include replacement or relocation of striping.

II. Bikeway Path/Lane Striping.

1. Submit for an encroachment permit for traffic control.
2. Remove any existing striping and slurry seal as necessary.
3. Layout bike lanes per approved plan.
4. Install bikeway striping per City standard plan.
5. Install retroreflective pavement markers where necessary.
6. Install vertical delineators if indicated in task order plans.
7. Confirm striping and markings are to plan.

III. Signage Replacement.

1. Submit for an encroachment permit for traffic control.
2. Remove any existing signs as directed.
3. Furnish and install new traffic signs per City standard specifications.
4. Verify sign location and orientation per MUTCD and City guidelines.
5. Disposal of removed signage.



**PUBLIC WORKS, TRANSPORTATION DIVISION ON
CALL SIGNING AND STRIPING TASK ORDER**

TASK ORDER NUMBER		PURCHASE ORDER NUMBER	
CONTRACTOR NAME		CONTRACT NUMBER	
PROJECT NAME			
PROJECT DESCRIPTION			
Number of Working Days		See Attached Scope of Work Dated:	
The total not to exceed estimated cost of performing services under this task order is:			
Initial Amount:	\$		
Increased Amount by:	\$		
Total Amount*	\$		
Performance and Payment Bonds Required? (Over \$25,000)	Yes No	Received?	Yes No
City to furnish materials?	Yes No	If so, state materials below:	

City PM (Print Name)		Contractor PM (Print Name)	
Phone Number		Phone Number	
City PM Signature		Contractor Signature	

PROJECT APPROVED BY:		
	Project Manager DATE	Megan Carter, City Traffic Engineer, or designee DATE (Prevailing wage lock-in date)

NOTICE TO PROCEED		
	DATE	Contract Manager or Designee

NOTICE OF COMPLETION		
	DATE	Contract Manager or Designee

**Subcontractor and Local Business Enterprise Participation Form
LIST ANY SUB-CONTRACTORS TO BE USED FOR EACH TASK ORDER**

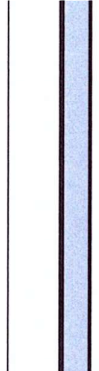
The bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name		Sierra Traffic Markings, Inc.		Date	
Prime Contractor Address		9725 Del Road, Suite B, Roseville, CA 95747		Bid Amount	\$TBD
(REQUIRED) Prime Contractor DIR Registration #		1000002783		Is Prime LBE?	Yes No
Business Name	Capitol Barricade	Subcontractor DIR Registration # (subject to verification)		Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number	847170	LBE?	☒ Yes ☐ No		
Address	10001 Elvas Ave				
City, State, Zip	Sacramento CA 95819				\$TBD
Contact Person	Todd Woolford				
Phone	916-451-5176				
Business Name		Subcontractor DIR Registration # (subject to verification)		Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number					
Address					
City, State, Zip		LBE?	☐ Yes ☐ No		
Contact Person					
Phone					\$TBD

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

PRINCIPAL OF FIRM:

	Signature	Ron Johnson - President/CEO	Title
		Date	6/2/2026

GUARANTEE

We hereby guarantee the **On-Call Contractor Services for Signing & Striping Installation and Maintenance** project (PN: 15001951) for 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: 6/8/2026

Signed: [Signature]

Ron Johnson, President/CEO
Printed Name

Sierra Traffic Markings, Inc.
Company

9725 Del Road, Suite B
Address

Roseville, CA 95747

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: Sierra Traffic Markings, Inc.

BY:


Signature

Ron Johnson - President/CEO
Title

Date:

6/2/2026

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.

WORKER'S COMPENSATION CERTIFICATION
On-Call Signing & Striping

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: 6/2/2026

Contractor Sierra Traffic Markings, Inc.

By


Signature
Ron Johnson - President/CEO

SACRAMENTO

Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **SIERRA TRAFFIC MARKINGS INC.**
Business Address **9725 DEL RD B**
Owner **SIERRA TRAFFIC MARKINGS INC., RON JOHNSON**
Type of Business **Contractors - Construction**
Tax Classification **Gross Receipts**
Expires **06/30/2026**
Mailing Address **KELLI CORNELISON**
SIERRA TRAFFIC MARKINGS INC.
9725 DEL RD B
ROSEVILLE, CA 95747-9759

1012437



1012437

TOTAL PAID:
\$230.00

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

MUST BE POSTED IN CONSPICUOUS PLACE

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

**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.) Sierra Traffic Markings, 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. 9725 Del Road, Suite B	Requester's name and address (optional)
	6 City, state, and ZIP code Roseville, CA 95747	
	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								
2	7	-	1	6	9	9	8	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person 

Date June 2, 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



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **755317**

Entity **CORP**

Business Name **SIERRA TRAFFIC MARKINGS INC**

Classification(s) **C32**

Expiration Date **03/31/2028**

www.cslb.ca.gov





SIERTRA-02

JMANN3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2026

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 Alliant Insurance Services, Inc. 12150 Tributary Point #200 Gold River, CA 95670	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(916) 984-3000	FAX (A/C, No): (916) 643-2750
INSURED Sierra Traffic Markings, Inc. 9725 Del Rd, Suite B Roseville, CA 95747-9759	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins Co of Pittsburgh, Pa.		19445
	INSURER B : Aspen Specialty Insurance Company		10717
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	7137290	4/1/2026	6/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6635956	4/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	ERM-00001125-00	4/1/2026	6/1/2027	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	17169616	4/1/2026	6/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

RE: 26-1274G

Project - On-Call Signing and Striping

Coverage applies per attached endorsements. Umbrella is follow form.

30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Sacramento
c/o Ebix RCS
PO Box 257
Portland, MI 48875

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization required per contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured Sierra Traffic Markings, Inc.

Effective Policy No. 17169616

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization required per contract

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

□ □ □ □ □ r □ □ □ □ □ r □ □ □ □ □ □ □ □ □ □ r □ □ □ □ □ d □ □ □ □ □ r □ □ □ □ □ □ □ □ □ □

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026 forms a part of
Policy No. 6635956 issued to Sierra Traffic Markings, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. **04/01/2026** forms a part of policy No. **6635956**

issued by **National Union Fire Insurance Company of Pittsburgh, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE IS PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other insurance, c., is amended by the addition of the following sentence

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged

ENDORSEMENT

This endorsement, effective 12:01 A.M. **04/01/2026**

forms a part of

Policy No. **6635956**

Issue by **National Union Fire Insurance Company of Pittsburgh, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Additional insured shall include any organization either shown on a Certificate of Insurance issued pursuant to this policy or to whom the Named Insured is obligated by a written contract or agreement to provide insurance.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the labor compliance meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. For any questions regarding these requirements, please contact Raquel Gonzalez at RAGonzalez@cityofsacramento.org.

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

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

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. 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.



**LABOR COMPLIANCE
HANDBOOK
2023**



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
DEPT OF PUBLIC WORKS
ENGINEERING SERVICES
LABOR COMPLIANCE STAFF***

Raquel González,
Program Analyst

RAGonzalez@cityofsacramento.org

Contractor Compliance and Monitoring, Inc.

635 Mariners Island Blvd #200

San Mateo, CA 94404

info@ccmilcp.com



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](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 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 hour for 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 by 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.



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	Parking and Highway Improvement
(Striper) Boilermaker-Blacksmith	Painter
Bricklayer, Stonemason	Plasterer
Carpenter – All Related Trades	Plaster Tender
Carpet, Linoleum and Resilient Floor Layer	Roofer
Cement Mason	Landscape/Irrigation Fitter
Drywall Installer/Lather (Carpenter)	Sprinkler Fitter (Fire Protection/Fire Control
Drywall Finisher (Painter)	Pile Driver Operating Engineer
Electrician, Inside Wireman	Pile Driver (Carpenter)
Electrical Utility Lineman	Parking and Highway Improvements Painter
Elevator Constructor	Plumber/Steamfitter
Field Surveyor Chainman/Rodman	Pipefitter
Chief of Party	Underground/Utility Pipefitter
Glazer	Metal Roofing System Installer
Electrician (Comm & System Installer)	Sheet Metal
Worker Electrician (Comm & System Tech, Cable Splicer)	Stator Re-winder
Iron Worker	Terrazzo Finisher
Laborer	Terrazzo Worker
Marble Finisher/ Marble Mason/ Marble Setter	Tile Setter
Millwright	Tile Finisher
Operating Engineer	Steel Erector & Fabricator
Operating Engineer (Dredger)	Tunnel/Underground (Operating Engineer)
Building Construction Inspector	Tunnel Worker (Laborer)
Operating Engineer (Landscape Construction)	Parking & Highway Improvement (Striper-
Laborer) Pointer, Caulker and Cleaner	Brick tender
Acoustical Installer (Carpenter)	Scaffolding and Shoring Erector (Carpenter)
Hardwood Floor Layer (Carpenter)	Shingler (Carpenter)
Insulation Installer (Carpenter)	Communications & System Installer
Field Surveyor Instrument man	Taper
Roofer	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



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

DEPARTMENT ADDRESS

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**



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.gov/h/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



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

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 | ☐ Carpet/Linoleum |
| ☐ Electricians | ☐ Laborers |
| ☐ Pile Drivers | ☐ Sheet Metal |
| ☐ Boilermaker | ☐ Cement Mason |
| ☐ Elevator Mechanic | ☐ Millwrights |
| ☐ Pipe Trades | ☐ Sound/Communication |
| ☐ Bricklayers | ☐ Drywall Finisher |
| ☐ Glaziers | ☐ Operating Engineer |
| ☐ Plasterer | ☐ Surveyor |
| ☐ Carpenter | ☐ Drywall/Lather |
| ☐ Iron Workers | ☐ Painters |
| ☐ Roofers | ☐ Teamster |
| ☐ Tile Workers | ☐ 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 LCPTTracker.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		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			

PW-300 Form

SUPPLIERS LIST

Add additional pages if necessary.

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 their 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; 1777.7 and 1813*.

☐ **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)

**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 _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/ PER HOUR	
CONTRIBUTIONS	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

PENSION

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/ PER HOUR	
CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/ PER HOUR	
CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

TRAINING

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/ PER HOUR	
CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
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 \times 12 \text{ months}) \text{ divided by } 2,080 \text{ 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 \times \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 AWARDED 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**

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)			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 _____

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

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 Hours Within Years		STRAIGHT TIME 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.

CALIFORNIA APPRENTICE QUESTIONNAIRE

(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.

☐ **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 or 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: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax 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)

-



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:	Comments
* City:		(MM/DD/YYYY)	



* Name of the submitting party:	* Submitter's Title:	* Submitter's Email:	* Submitter's Phone:
			e.g., (999) 999-9999

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up/Down ARROW keys to select a list item

* County of Work	* Classification	* Hours (min.: 0.5; max: 9 999.99)	* Rate (min.: 0.01; max: \$9.99)	Amount
1) Select a county	Select an occupation			\$ 0.00
2) Select a county	Select an occupation			\$ 0.00
3) Select a county	Select an occupation			\$ 0.00
4) Select a county	Select an occupation			\$ 0.00
5) Select a county	Select an occupation			\$ 0.00
6) Select a county	Select an occupation			\$ 0.00
7) Select a county	Select an occupation			\$ 0.00
8) Select a county	Select an occupation			\$ 0.00
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			\$ 0.00
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			\$ 0.00
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			\$ 0.00
18) Select a county	Select an occupation			\$ 0.00
19) Select a county	Select an occupation			\$ 0.00
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](#)

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



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 **VERIFICATION 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 AWARDDING 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

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



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



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.



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/> (Journeyman)
 - <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 Forms Due 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.



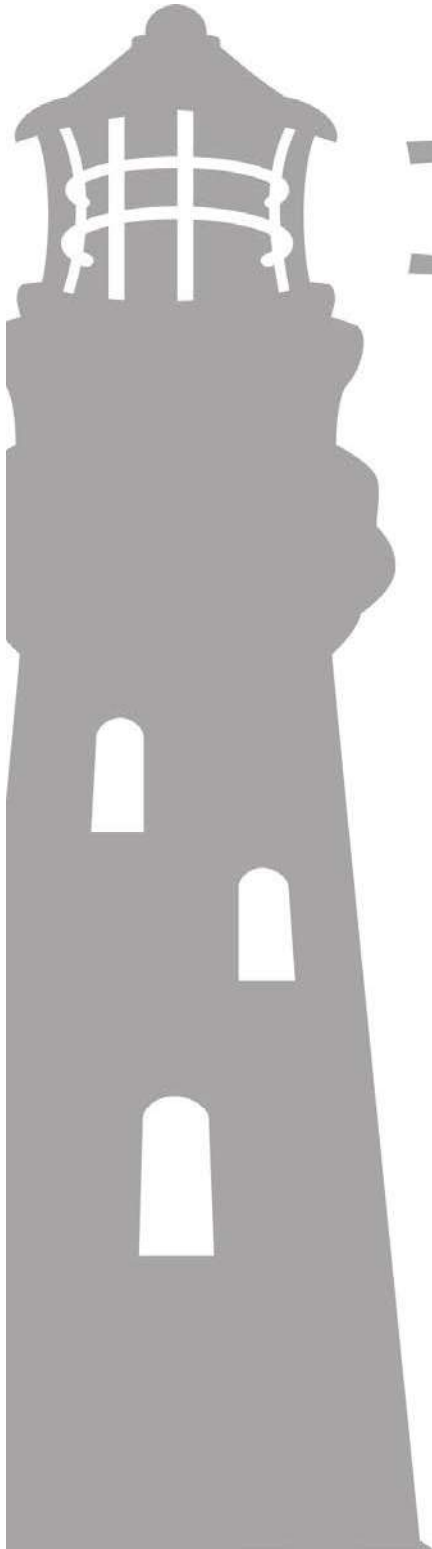
Double Asterisks():**

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.



Contractor Quick-Start Guide



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 as 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.



LG-LCPTRACKER DEMO DATABASE [Change Account](#)





ADD/EDIT EMPLOYEE

To add an employee into system or edit someone already in system, click on **Set Up** and then **Add/Edit Employee**.

The screenshot shows the 'Setup Main Menu' with a navigation bar at the top containing: Projects, 1. Payroll Records, 2. Notices, 3. Certification, Reports, eDocuments, Set Up, Daily Reporter, and LCPcertified. Below the navigation bar is the 'Setup Main Menu' section with a grid of buttons:

Add/Edit Employee	Company Information	Add/Edit Craft Name
Fringe Benefits Maintenance	Copy Employees	Add/Edit Work Order
Subcontractor Setup	Add/Remove County Match	Add/Edit Additional Users
Edit Login Password	Add/Remove Craft Match	
Edit/Reset eSignature	Add/Remove Project Match	

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.)

The screenshot shows the 'Default Hourly Paid Fringes (As paid to Fund on behalf of employee)' section. It contains five input fields with labels above them:

Vac / Hol / Dues	Health & Welfare	Pension	All Other	Training



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.



Accounting Systems

Click below your accounting system to learn how to access the upload file.

1. [California Payroll](#)
2. [Construction Partner](#)
3. [Foundation Software](#)
4. [Pay-Net Software](#)
5. [Paychex Software](#)
6. [Paylocity Software](#)
7. [Quantum Software](#)
8. [Quickbooks Software](#)
9. [Viewpoint Software](#)
10. [Dexter + Chaney](#)

If your accounting system is not listed click [here](#) to request an interface be created.

Accounting Systems Upload Help Download spreadsheet template

Click on the Accounting Systems button to access information regarding accounting / payroll system interfaces.

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.

Upload Records

Select week end date:

Select a project:

Select a location:

☐ Calculate fringes automatically ☒ Use "NOT AVAILABLE" if crafts is unmatched

Please note that the Excel Upload Template will now be limited to 200 payroll records per upload. If your file contains more than 200 payroll records, please break up the file into multiple uploads.

Select the file to upload:

Choose File No file chosen

Accounting Systems Upload Help **Download spreadsheet template**

Click on the Accounting Systems button to access information regarding accounting / payroll system interfaces.



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.

The screenshot shows the LCPtracker interface with the 'Payroll Records' section selected. The 'Direct Payroll Subscription' button is circled in red.

Projects	1. Payroll Records	2. Notices	3. Certification	Reports	eDocuments
Payroll Records					
Enter Records		Direct Payroll Subscription			
Copy Previous Payroll		Recovery Act Additional Data Entry			
Edit Uncertified Payroll Records		FHWA 1391 Additional Data Entry			
Upload Records		HUD Additional Data Entry			

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.

The screenshot shows the LCPtracker interface with the 'Payroll Records' section selected. The 'Enter Records' button is circled in red.

Projects	1. Payroll Records	2. Notices	3. Certification	Reports	eDocuments
Payroll Records					
Enter Records		Direct Payroll Subscription			
Copy Previous Payroll		Recovery Act Additional Data Entry			
Edit Uncertified Payroll Records		FHWA 1391 Additional Data Entry			
Upload Records		HUD Additional Data Entry			



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.

Payroll record entry form (2 of 2)

Week End Date:	6/3/2018	Contractor:	Darren's Demo						
Project:	M59 Realignment	Sub To:							
Employee:	DUCK, DONALD	Contract ID:	5						
☐ Is Foreman ☐ Is Owner/Operator									
Gross Employee Pay This Project (Usually No Fringes)	Wages Paid in Lieu of Fringes (Total Cash Fringes)	These fields are Hourly rate fields (Usually No Fringes)	Rate in Lieu of Fringes (Cash Fringes)						
		<table><tr><td>Base Hourly</td><td>Overtime Hourly</td><td>Doubletime Hourly</td></tr><tr><td>50.000</td><td>0.000</td><td>0.000</td></tr></table>	Base Hourly	Overtime Hourly	Doubletime Hourly	50.000	0.000	0.000	
Base Hourly	Overtime Hourly	Doubletime Hourly							
50.000	0.000	0.000							
0.000	0.000		0.000						

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.)

▼ Classifications					
Jurisdiction	Location	Craft	Classification	Construction Type	
Federal Wages	Huron County, MI	Carpenter	Carpenter - Pending USDOL 02/01/2017	Highway	Edit

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.

▼ Hours Worked Each Day for This Project Only								
	Monday 5/28/2018	Tuesday 5/29/2018	Wednesday 5/30/2018	Thursday 5/31/2018	Friday 6/1/2018	Saturday 6/2/2018	Sunday 6/3/2018	Total Hours
Regular Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Overtime at 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Double-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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.



▼ Fringes / Contributions paid to others (not employee) for This Project Only (Rate Times the # of Hours Worked)

Vac / Hol / Dues 0.000 More ...
Health & Welf. 0.000
Pension 0.000 More ...
All Other 0.000
Training 0.000

Voluntary Contributions
for all Projects

Pension 0
Medical 0

- ☐ Vac/Hol/Dues Included in Gross Emp. Pay
☐ Some or All Fringes Paid to Employee
☐ Voluntary Contributions Included in Gross Emp. Pay

Calculate Fringes

PAYCHECK – DEDUCTIONS, PAYMENTS AND NOTES (values entered in this section apply to all hours worked on all projects during the week.)

▼ Paycheck - Deductions, Payments and Notes (For All Projects Worked This Week)

☒ Single Paycheck ☐ Multiple Paychecks

Deductions

Fed Tax 0.000 + Social Security 0.000 + Medicare 0.000 + State Tax 0.000 + Local Taxes/SDI 0.000 + Other 0.000 + Vac/Dues 0.000 + Savings 0.000 = Total Deductions 0.000

Payments (If included in paycheck)

Trav/Subs 0.000 Gross Pay All Projects 0.000 Paycheck Amount 0.000 Check Number * Payment Date

Notes

Other Deduction Notes

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 utilized 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.

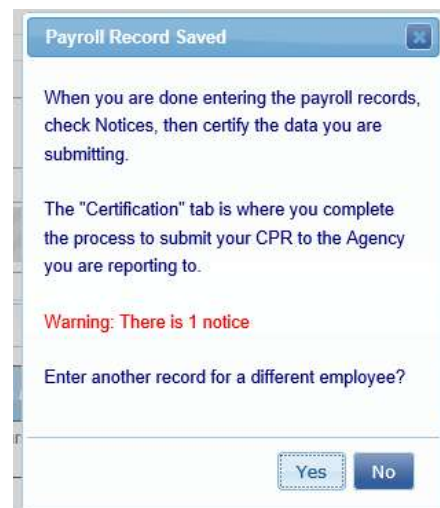
SAVE WITH NO NOTICES

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.

The screenshot shows the 'Contractor Notices' interface. At the top is a blue header with the title. Below it is a 'Project' dropdown menu set to 'All Projects'. Underneath are 'From Date' and 'To Date' fields with calendar icons, followed by an unchecked checkbox for 'Include Closed Admin Notices', and 'Load Data' and 'Help' buttons. A row of three tabs is visible: 'Payroll Notices (0)' (selected), 'Daily Log Notices (0)', and 'Administrator Notices (6)'. Below the tabs, the text 'No payroll notices' is displayed in green.

If you have an employee who shows up in this screen, you will need to clear that notice.

This screenshot shows the 'Contractor Notices' screen with the 'Payroll Notices (7)' tab selected. Below the tabs is a table with the following data:

Employee	Project	Sub To	Contract ID	Week End Date	Jurisdiction	Craft	Classification	
CHARNTEL ALEXANDER	Herbert Hoover Dam			6/3/2018	Florida	Laborer	Laborer: Pipelayer	Edit

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 1 of 2

Project Last CPR Info: Date 1/28/2018 | Payroll Number 54

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Work performed this week?

☒ Work activity to be reported for this week

☐ No work activity to be reported for this week

☐ No work activity to be reported for multiple consecutive weeks

Week End Date

06/03/2018

Payroll Number

1

Name of Person Certifying

Mickey Mouse

Title

Payroll Manager

Cancel Next Help

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 if you are recertifying a CPR.

You may also click on a checkbox to note if your CPR is a final.

eSignature Password:

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 eSignature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)

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

Week End Date	Performing	Accept Status	Edit	Report	DIR XML	Details
03/16/2018	YES	Submitted	Edit	Report	DIR XML	Details
03/02/2018	YES	UPDATED	Edit	Report	DIR XML	Details

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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

Week End Date	Performing	Accept Status	Edit	Report	WA L&I XML	Details
07/06/2019	YES	Submitted	Edit	Report	WA L&I XML	Details

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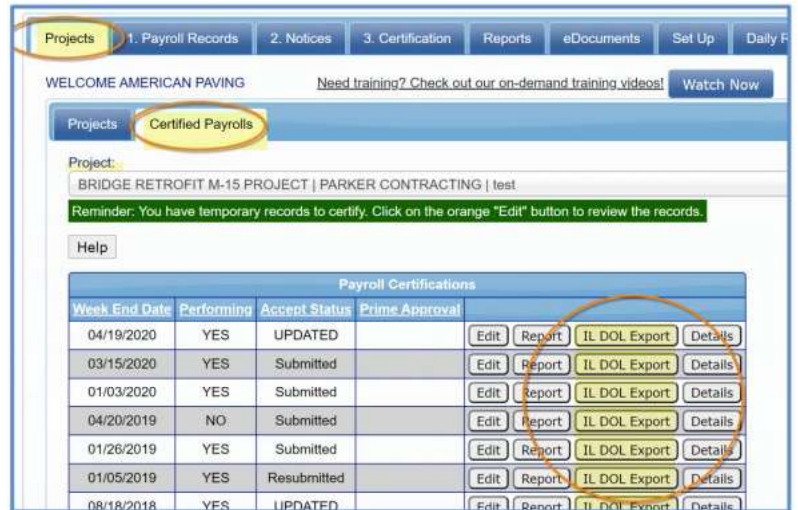


ILLINOIS DOL EXPORT UPLOAD

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