
File ID: 2026-01206

7/21/2026

[Contract Award] Approve Plans and Specifications, Budgetary Adjustments, and Award Construction Contract: Northgate Boulevard Fence Replacement Phase 1 Project (T15046100)
[Published for 10-Day Review 07/10/2026]

File ID: 2026-01206

Location: Northgate Boulevard from West El Camino Avenue to Winterhaven Avenue, District 3

Recommendation: Adopt a **Resolution:** 1) approving the Plans and Specifications for the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100); 2) authorizing the City Manager or designee to transfer \$213,733 from the expenditure budget of the American Rescue Plan Act of 2021 Northgate Boulevard Project (I02612080, Fund1003) to the expenditure budget of Northgate Boulevard Fence Replacement Phase 1 Project (T15046100); 3) awarding the construction contract for the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100) to McGuire and Hester for an amount not-to-exceed \$1,739,641; and 4) authorizing the City Manager or designee to execute the construction contract for the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100) with McGuire and Hester.

Contact: William Shunk, Senior Engineer, (916) 808-2986, wshunk@cityofsacramento.org; Judith Matsui-Drury, Supervising Engineer, (916) 808-7610, jmatsui-drury@cityofsacramento.org; Ofelia Avalos, Engineering Services Manager, (916) 808-5054, oavalos@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Resolution
- 3-Northgate Wall Project Plans
- 4-Northgate Wall Construction Contract

Description/Analysis

Issue Detail: On July 16, 2022, the City Council adopted Resolution No. 2022-0238 which established the Northgate Boulevard Economic Recovery Plan and allocated \$5,000,000 of American Rescue Plan Act of 2021 (ARPA) funding to the ARPA Northgate Boulevard Project (I02612080). The Northgate Boulevard Economic Recovery Plan framework identified critical investments and

economic priorities for the Northgate Boulevard corridor including:

- Traffic Safety and Physical Infrastructure Improvements
- Lighting
- Investment in the Northgate Boulevard Food Business Program
- Northgate Boulevard Small/Micro Business Grants

Physical infrastructure improvements on Northgate Boulevard are being completed as a Capital Improvement Project under the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100). The project includes replacing the existing fences on the west side of the corridor with a decorative concrete wall from West El Camino Avenue to Bowman Avenue and from Potomac Avenue to Winterhaven Avenue. This will benefit the Northgate community by improving safety and security, enhancing the streetscape aesthetic with a consistent neighborhood theme, reducing traffic noise, and increasing the durability of the existing fences. It will also allow the City to widen the existing sidewalk at the time of the wall construction. A second phase of the project will construct the same improvements on Northgate Boulevard between West El Camino Avenue and Wilson Avenue, Bridgeford Drive, and Potomac Avenue in the future. Project plans and specifications for the Phase 1 project have been completed. Project plans are included as Attachment 3 and the project specifications are incorporated in the project contract as Attachment 4.

The project was advertised for construction in March 2026 and did not receive any bids. After consultation with local contractors, the project was re-advertised in April 2026 and received one bid from McGuire and Hester. Staff recommends awarding the construction contract to McGuire and Hester and transferring excess ARPA funds from the Northgate Boulevard Project (I02612080) to the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100) to cover construction costs.

Policy Considerations: The use of ARPA Reinvestment Funds to support the recovery of the Northgate Boulevard commercial corridor is consistent with both the adopted ARPA Framework and Resolution No. 2022-0238.

The Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on July 10, 2026, in compliance with the City Code.

Economic Impacts: This new infrastructure is expected to create 6.96 total jobs (4 direct jobs and 2.96 jobs through indirect and induced activities) and create \$1,074,115.24 in total economic output (\$677,023.05 of direct output and another \$397,092.19 of output through indirect and induced activities).

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

Environmental Considerations: The City of Sacramento Environmental Planning Services Division has reviewed this project and determined that it is exempt from the provisions of CEQA under Classes 1, 2, and 3 and Section Numbers 15301, 15302, and 15303(e) which consists of the operation, repair, maintenance, or minor alteration of existing public or private structures or facilities involving negligible or no expansion of existing or former use.

Sustainability: This project will improve an aging commercial corridor and provide opportunities for enhanced usage of existing public and private spaces in a sustainable way.

Commission/Committee Action: None.

Rationale for Recommendation: City Council action is required to perform the budgetary adjustments necessary to award and complete construction of the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100).

The project was advertised for construction with an engineer's estimate of \$1,487,000 and local business enterprise (LBE) goal of 5%. One bid was received on May 20, 2026:

Contractor	Bid	LBE Requirement (5%)
McGuire and Hester	\$1,739,641	62%

McGuire and Hester met the required bid conditions and was deemed responsive to the procurement. Staff recommends the construction contract be awarded to McGuire and Hester. Construction is anticipated to begin in August 2026 and be completed by December 2026.

Financial Considerations: The estimated total project cost to complete design, right-of-way, and construction activities for the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100) is approximately \$2,645,000. With approval of the transfer of \$213,733 (ARPA Reinvestment, Fund 1003) from the expenditure budget of the American Rescue Plan Act of 2021 Northgate Boulevard Project (I02612080) to the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100), there will be sufficient funding to award the construction contract to McGuire and Hester for an amount not-to-exceed \$1,739,641 and complete the project.

Local Business Enterprise (LBE): The City's LBE requirement for this project is 5%. McGuire and

Hester has pledged 62% LBE participation for this project.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVE PLANS AND SPECIFICATIONS, BUDGETARY ADJUSTMENTS, AND AWARD CONSTRUCTION CONTRACT FOR THE NORTHGATE BOULEVARD FENCE REPLACEMENT PHASE 1 PROJECT (T15046100)

BACKGROUND

- A. On July 16, 2022, the City Council adopted Resolution No 2022-0238 which established the Northgate Boulevard Economic Recovery Plan and allocated \$5,000,000 of American Rescue Plan Act of 2021 (ARPA) funding to the ARPA Northgate Boulevard Project (I02612080). The Northgate Boulevard Economic Recovery Plan framework identified critical investments and economic priorities for the Northgate Boulevard corridor including traffic safety and physical infrastructure improvements.
- B. Physical infrastructure improvements on Northgate Boulevard are being completed as a Capital Improvement Project under the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100). The project includes replacing the existing fences on the west side of the corridor with a decorative concrete wall from West El Camino Avenue to Bowman Avenue and from Potomac Avenue to Winterhaven Avenue.
- C. The project plans and specifications for the project have been completed.
- D. The project was advertised in April 2026 and received one bid from McGuire and Hester. Staff recommends awarding the construction contract to McGuire and Hester and transferring excess ARPA funds from the Northgate Boulevard Project (I02612080) to the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100) to cover construction costs.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Plans and Specifications for the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100) are approved.
- Section 2. The City Manager or designee is authorized to transfer \$213,733 from the expenditure budget of the American Rescue Plan Act of 2021 Northgate Boulevard Project (I02612080, Fund 1003) to the expenditure budget of the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100)
- Section 3. The construction contract for the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100) is awarded to McGuire and Hester for an amount not-to-exceed \$1,739,641
- Section 4. The City Manager or designee is authorized to execute the construction

contract for the Northgate Boulevard Fence Replacement Phase 1 Project (T15046100) with McGuire and Hester.

PLOT STAMP: Wednesday, February 25, 2026 10:33:06 AM

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GENERAL NOTES

1.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY OF SACRAMENTO DESIGN & PROCEDURES MANUAL, DATED SEPTEMBER 2018, CITY STANDARD SPECIFICATIONS, DATED NOVEMBER 2020 WITH APPLICABLE ADDENDA, CALTRANS STANDARD PLANS, 2025 EDITION, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), CURRENT EDITION.
2.

THREE WORKING DAYS PRIOR TO REQUIRING PROJECT STAKING, THE CONTRACTOR SHALL SUBMIT TO THE RESIDENT ENGINEER OR INSPECTOR A COMPLETED CONSTRUCTION STAKING REQUEST FORM.
3.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND FOR PROVIDING PROPER AND SAFE ROUTING OF THE VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF THE CALIFORNIA MUTCD.
4.

LOCATION OF THE EXISTING UTILITIES SHOWN ON PLANS IS APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE POSITIVE LOCATION OF ALL EXISTING UTILITIES AND PROTECTING AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO COMMENCING WORK.
5.

THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA.
6.

THE RESIDENT ENGINEER SHALL DETERMINE THE EXACT LIMITS OF PAVEMENT REMOVAL IN THE FIELD. EXISTING ASPHALT AND CONCRETE SHALL BE SAWCUT IN A NEAT STRAIGHT LINE A MINIMUM OF 2-1/2" DEEP. THE EXPOSED VERTICAL EDGES SHALL BE TACKED WITH EMULSION PRIOR TO ASPHALT CONCRETE PAVING.
7.

DEMOLITION OF EXISTING FEATURES SHALL BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY THEIR OPERATIONS, AT THEIR EXPENSE.
8.

THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PROTECTING EXISTING TREES NOT SCHEDULED TO BE REMOVED BY THIS CONTRACT. ANY TREE DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER, AT THEIR EXPENSE.
9.

THE CONTRACTOR SHALL HAVE A CURRENT AND ACTIVE CLASS A – GENERAL ENGINEERING CONTRACTOR LICENSE ISSUED BY THE CCSLB AT THE TIME OF THE BID SUBMITTAL AND THROUGHOUT THE CONSTRUCTION PERIOD.
10.

ALL CURB, GUTTER AND SIDEWALK SHOWN TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO EXISTING CURB, GUTTER, AND SIDEWALK WHICH IS SHOWN ON THE PLANS TO REMAIN, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11.

THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 ARDEN WAY SUITE 165, SACRAMENTO, CA PHONE 263-2800) PRIOR TO ANY TRENCING EXCAVATION 5 FEET OR MORE IN DEPTH. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
12.

THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND SHALL HAVE A LICENSED LAND SURVEYOR RESET MONUMENTS, PROVIDE PERMANENT WITNESS MONUMENTS, AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO THE BUSINESS AND PROFESSIONS CODE.
13.

THE CONTRACTOR, SUBCONTRACTOR OR SURVEYOR SHALL NOT CUT PERMANENT CROSSES INTO EXISTING CONCRETE CURBS, GUTTERS OR SIDEWALKS.
14.

ANY NEW CONCRETE SURVEY MONUMENT (PER CITY STANDARD SPECIFICATION DETAIL) SHALL BE PLACED BY A LICENSED LAND SURVEYOR.
15.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CAPPING OR RELOCATING EXISTING IRRIGATION AND SPRINKLERS DISTURBED WITHIN THE CLEARING AND GRUBBING LIMITS AS DIRECTED BY THE ENGINEER.

CITY OF SACRAMENTO
IMPROVEMENT PLANS FOR
NORTHGATE BLVD FENCE REPLACEMENT

PHASE 1

PN: T15046102

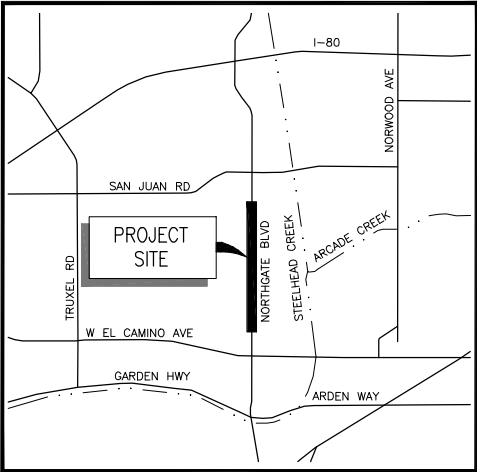
APPROVED BY:

JUDITH MATSUI-DRURY, R.C.E. 59096
SUPERVISING ENGINEER
DEPARTMENT OF PUBLIC WORKS

Feb 26, 2026

DATE

LOCATION MAP



INDEX OF SHEETS

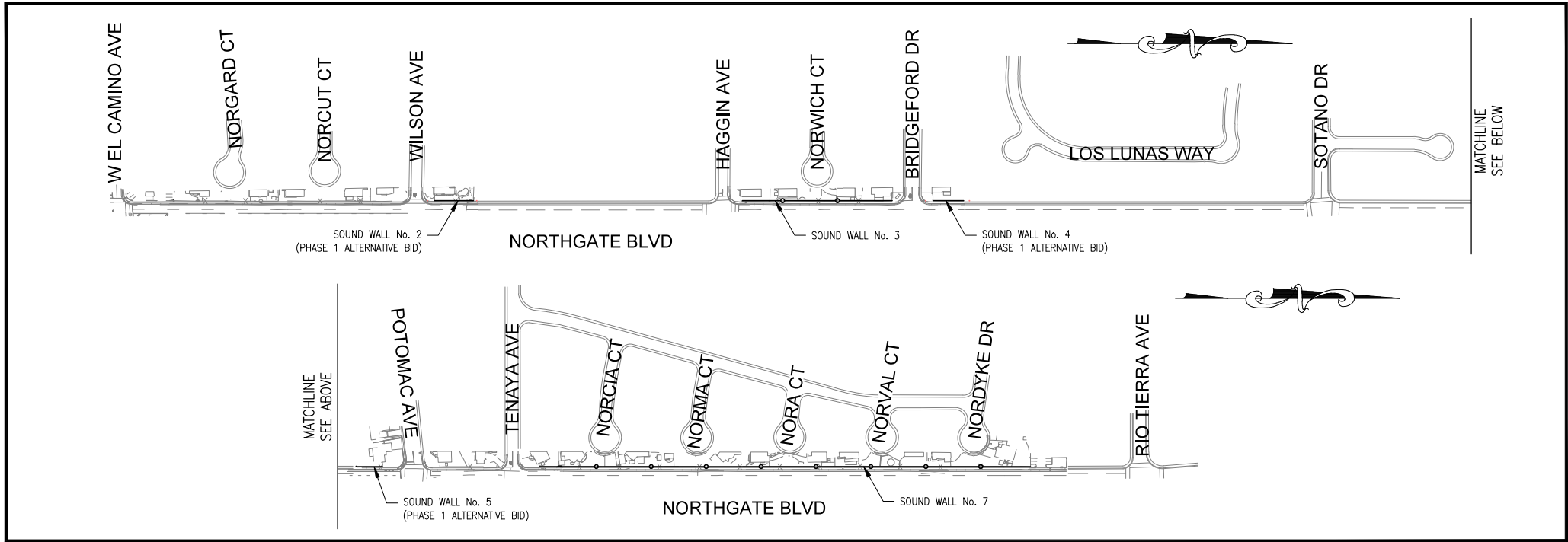
- C-1COVER SHEET
- C-2PLAN AND ELEVATION – SOUND WALL NO. 2 – 20+00 TO 21+35
- C-3PLAN AND ELEVATION – SOUND WALL NO. 3 – 30+00 TO 34+50
- C-4PLAN AND ELEVATION – SOUND WALL NO. 4 – 40+00 TO 41+20
- C-5PLAN AND ELEVATION – SOUND WALL NO. 5 – 50+00 TO 51+20
- C-6PLAN AND ELEVATION – SOUND WALL NO. 7 – 70+00 TO 74+50
- C-7PLAN AND ELEVATION – SOUND WALL NO. 7 – 74+50 TO 79+50
- C-8PLAN AND ELEVATION – SOUND WALL NO. 7 – 79+50 TO 84+00
- C-9WALL DETAILS
- A-1ARCHITECTURAL DETAILS
- A-2ARCHITECTURAL DETAILS
- A-3ARCHITECTURAL DETAILS

ABBREVIATIONS

ASPH	— ASPHALT
BEG	— BEGIN
C-C	— CENTER TO CENTER
CDH	— CAST-IN-DRILLED-HOLE
CMU	— CONCRETE MODULAR BLOCK
EJ	— EXPANSION JOINT
FG	— FINISH GRADE
L/L	— LAYOUT LINE
OG	— ORIGINAL/EXISTING GRADE
PVRS	— PAVERS
S/W	— SOUND WALL
TPC	— TOP OF PILE CAP
VAR	— VARIES

STANDARD ABBREVIATIONS

AB	— AGGREGATE BASE	(E) or EXIST	— EXISTING	PVC	— POLY VINYL CHLORIDE
AC	— ASPHALT CONCRETE	FL	— FIRE HYDRANT	R	— RADIUS
AP	— ANGLE POINT	FM	— FORCE MAIN	RCP	— REINFORCED CONC. PIPE
AVE	— AVENUE	FOC	— FACE OF CURB	RP	— RADIUS POINT
BLDG	— BUILDING	FOW	— FACE OF WALK	RT	— RIGHT
BC	— BEGIN CURVE	G	— GAS	R/W, ROW	— RIGHT-OF-WAY
BOC	— BACK OF CURB	GB	— GRADE BREAK	S	— SLOPE
BOW	— BACK OF WALK	GD	— GUTTER DRAIN	SD	— STORM DRAIN
CAB	— CABINET	GV	— GATE VALVE	SDMH	— STORM DRAIN MH
C&G	— CURB AND GUTTER	JP	— JOINT POLE	SHT	— SHEET
CG&S	— CURB, GUTTER AND SIDEWALK	LF	— LINEAR FEET	SNS	— STREET NAME SIGN
CL or C	— CENTER LINE	LIP	— LIP OF GUTTER	SPECS	— SPECIFICATIONS
CMF	— CORRUGATED METAL PIPE	LT	— LEFT	SS	— SANITARY SEWER
C/O	— CLEANOUT	MB	— MAIL BOX	SSMH	— SANITARY SEWER MH
CONC	— CONCRETE	MFR'S	— MANUFACTURE'S	ST	— STREET
CONST	— CONSTRUCT	MH	— MAINTENANCE HOLE	STA	— STATION
CTV	— CABLE TV	MAX, MIN	— MAXIMUM, MINIMUM	STD	— STANDARD
CR	— CURB RAMP	N/A	— NOT APPLICABLE	SW	— SIDEWALK
CS	— COMBINATION SYSTEM	No., #	— NOT TO SCALE	T or TEL	— TELEPHONE
CSMH	— COMBINATION SYSTEM MH	N.T.S.	— NOT TO SCALE	TFC	— TOP FACE OF CURB
CUT	— OUTLINE	PG	— PROPOSED GRADE	TOB	— TOP OF BANK
DB	— DITCH BOX	PI	— POINT OF INTERSECTION	TOE	— TOE OF SLOPE
DI	— DROP INLET	PL	— PROPERTY LINE	T.O.P.	— TOP OF PIPE
DRWY	— DRIVEWAY	PP	— POWER POLE	TYP	— TYPICAL
DWG	— DRAWING	PCC	— PORTLAND CEMENT CONCRETE	TS	— TRAFFIC SIGNAL
E or ELECT	— ELECTRICAL	(P), PROP.	— PROPOSED	W	— WATER
EC	— END CURVE	PERF	— PERFORATED	W/	— WITH
EG	— EXISTING GRADE	PM	— PARKING METER	WKWY	— WALKWAY
EL or ELEV	— ELEVATION			WM	— WATER METER
EP, EOP	— EDGE OF PAVEMENT			WV	— WATER VALVE



SITE PLAN

NOT TO SCALE

REVISIONS				BENCH MARK	ELEV.
NO.	DESCRIPTION	DATE	BY		
				DESCRIPTION	
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				BM 277-F3A ELEV 28.62	
				BM 277-F6D ELEV 22.98	

FIELD BOOK

SCALE
HORIZ. NTS.
VERT. NTS.

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: P. HERTZFELDT
DATE 2/25/26

DESIGN BY: C. JIMENEZ
R.C.E. 97382 DATE 2/25/26

CHECKED BY: M. KORVE
R.C.E. 63248 DATE 2/25/26



IMPROVEMENT PLANS FOR
NORTHGATE BLVD FENCE REPLACEMENT
COVER SHEET

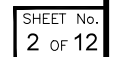
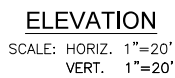
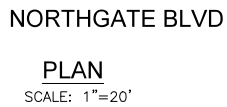
SHEET No.
1 OF 12

SHEET
C-1
OF
C-9

PN: T15046102

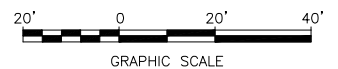
NORTHGATE BLVD FENCE REPLACEMENT (PN: T15046102)

1. CALLOUTS REFERENCE CITY OF SACRAMENTO STANDARD PLANS.
SEE THE LATEST REVISION FOR ADDITIONAL DESIGN DETAILS.
2. FOR WALL DETAILS NOT SHOWN, SEE SHEET C-9 AND
CALTRANS STANDARD PLANS B15-3, B15-4, AND B15-5.



REVISIONS				BENCH MARK		FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS				IMPROVEMENT PLANS FOR		PN: T15046102	SHEET C-2 — OF — C-9
NO.	DESCRIPTION	DATE	BY	DESCRIPTION	ELEV.	SCALE	DRAWN BY: P. HERTZFELDT DATE 2/25/26	DESIGN BY: C. JIMENEZ R.C.E. 97382 DATE 2/25/26	CHECKED BY: M. KORVE R.C.E. 63248 DATE 2/25/26		NORTHGATE BLVD FENCE REPLACEMENT PLAN AND ELEVATION - SOUND WALL NO. 2 - 20+00 TO 21+35			
				ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS: BM 277-F3A ELEV 28.62 BM 277-F6D ELEV 22.98		HORIZ. 1"=20' VERT. 1"=20'								

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SEE THE LATEST REVISION FOR ADDITIONAL DESIGN DETAILS.
2. FOR WALL DETAILS NOT SHOWN, SEE SHEET C-9 AND
CALTRANS STANDARD PLANS B15-3, B15-4, AND B15-5.
3. BACK TO BACK FENCES.
4. BOULDER LOCATIONS TO BE DETERMINED BY ENGINEER.



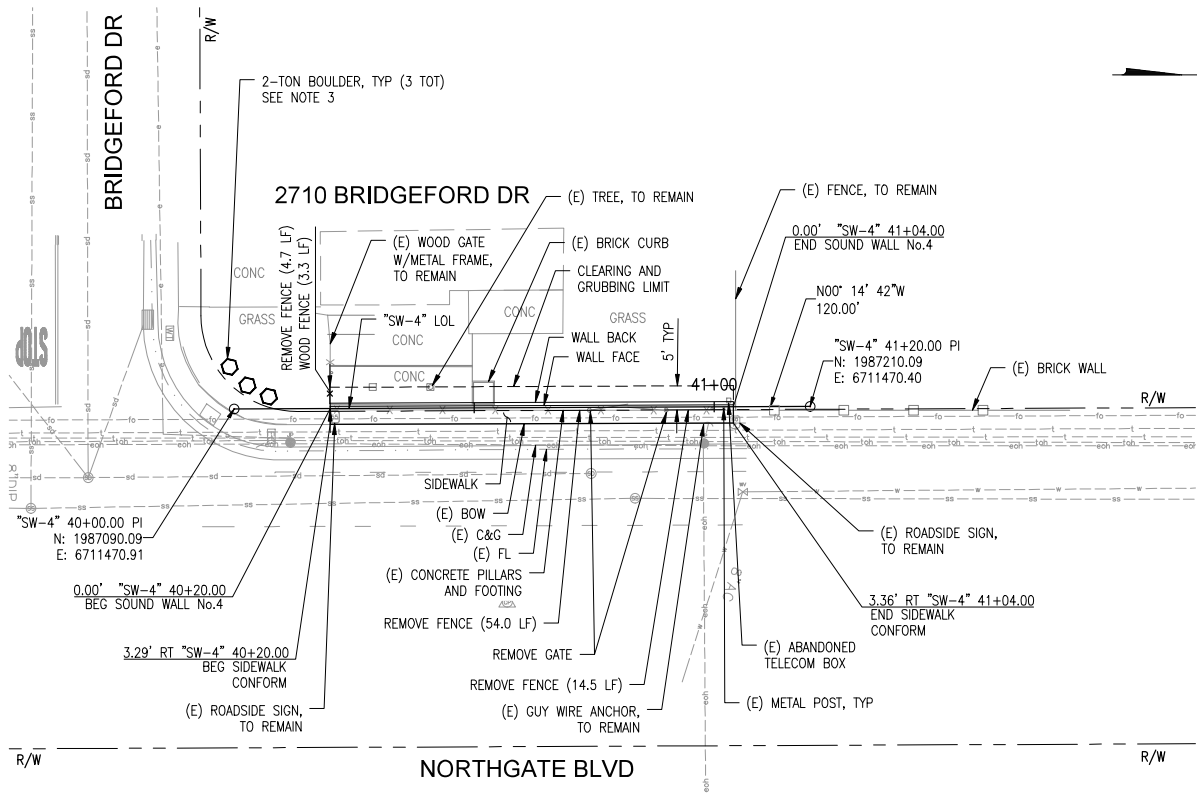
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NO.	DESCRIPTION	DATE	BY	DESCRIPTION	ELEV. _____	DEPARTMENT OF PUBLIC WORKS											
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						HORIZ. 1"=20'											
						VERT. 1"=20'											

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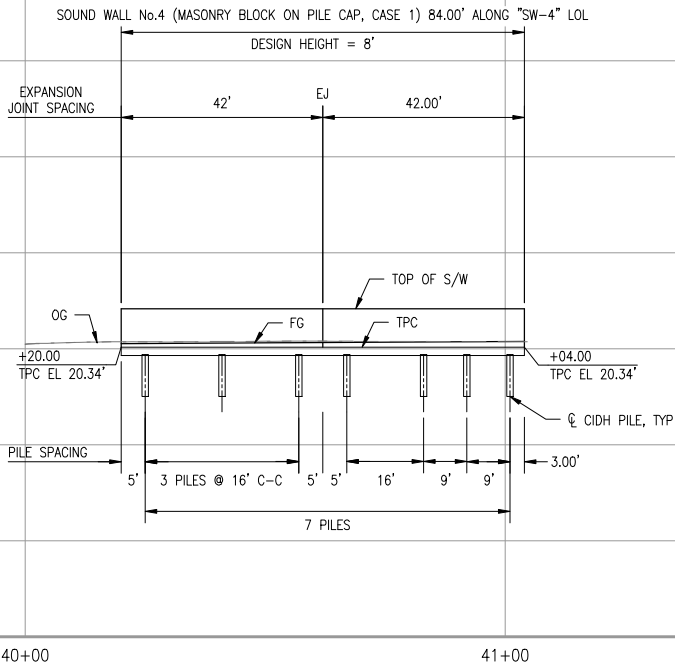
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GENERAL NOTES

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CALTRANS STANDARD PLANS B15-3, B15-4, AND B15-5.
3. BOULDER LOCATIONS TO BE DETERMINED BY ENGINEER.



PLAN
SCALE: 1"=20'



ELEVATION
SCALE: HORIZ. 1"=20'
VERT. 1"=20'



REVISIONS				BENCH MARK	ELEV.
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				DESCRIPTION ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS: BM 277-F3A ELEV 28.62 BM 277-F6D ELEV 22.98	

FIELD BOOK
SCALE
HORIZ. 1"=20'
VERT. 1"=20'

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			
DRAWN BY: P. HERTZFELDT DATE 2/25/26		DESIGN BY: C. JIMENEZ R.C.E. 97382 DATE 2/25/26	CHECKED BY: M. KORVE R.C.E. 63248 DATE 2/25/26



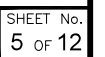
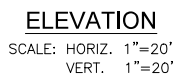
IMPROVEMENT PLANS FOR	
NORTHGATE BLVD FENCE REPLACEMENT	
PLAN AND ELEVATION - SOUND WALL NO. 4 - 40+00 TO 41+20	

SHEET No. 4 OF 12	SHEET C-4
	OF C-9

PN: T15046102

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1. CALLOUTS REFERENCE CITY OF SACRAMENTO STANDARD PLANS
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3. BOULDER LOCATIONS TO BE DETERMINED BY ENGINEER.



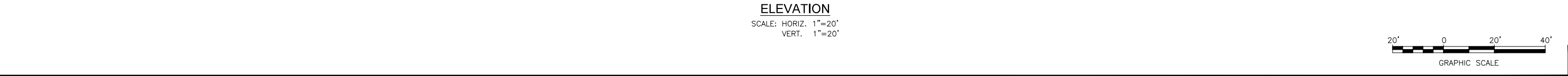
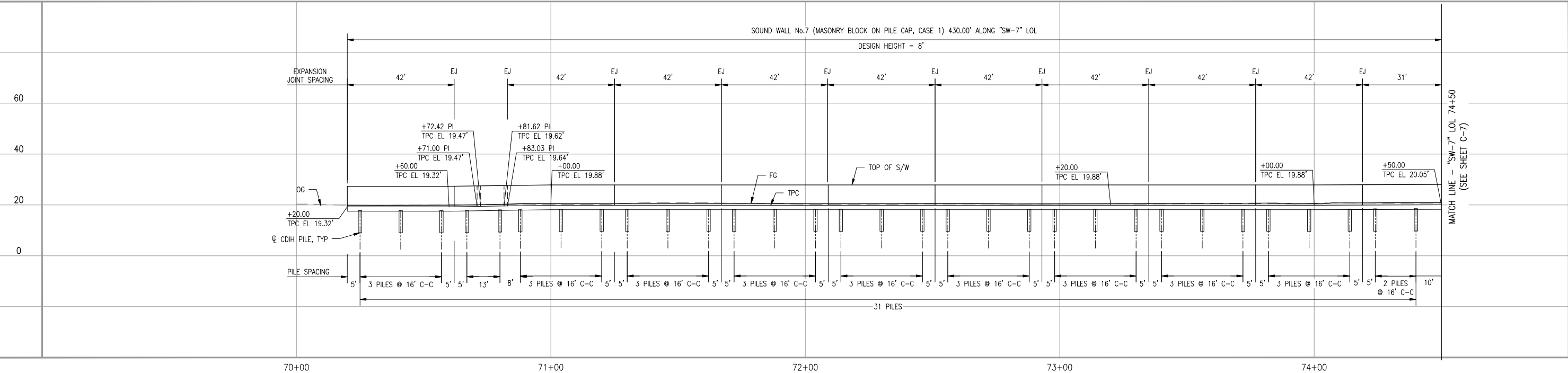
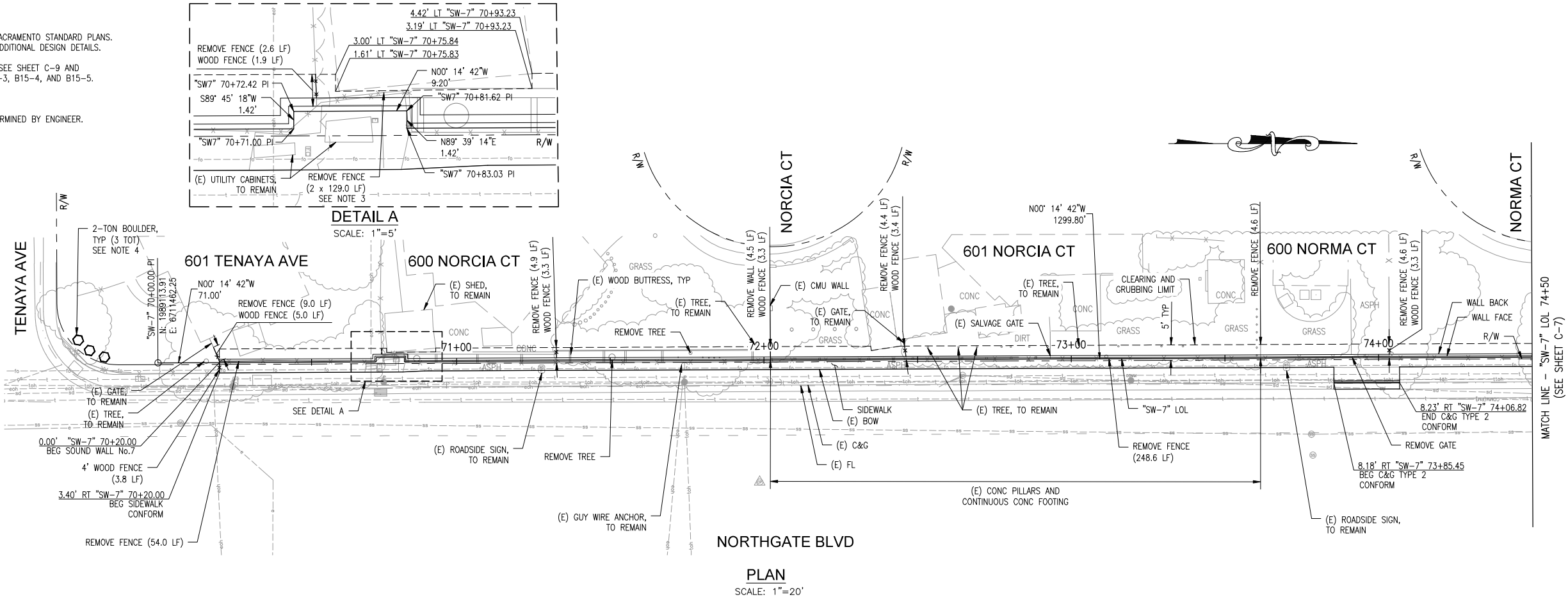
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NO.	DESCRIPTION	DATE	BY	DESCRIPTION	ELEV.		DEPARTMENT OF PUBLIC WORKS				C-5	— OF —		
				ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS:										
				BM 277-F3A ELEV 28.62		SCALE								
				BM 277-F6D ELEV 22.98		HORIZ. 1"=20'	DRAWN BY: P. HERTZFELDT				DESIGN BY: C. JIMENEZ			
						VERT. 1"=20'	DATE 2/25/26				R.C.E. 97382 DATE 2/25/26			
										CHECKED BY: M. KORVE			NORTHGATE BLVD FENCE REPLACEMENT	
										R.C.E. 63248 DATE 2/25/26			PLAN AND ELEVATION - SOUND WALL NO. 5 - 50+00 TO 51+20	
													PN: T15046102	C-9

PLOT STAMP: Wednesday, February 25, 2026 10:31:29 AM

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GENERAL NOTES

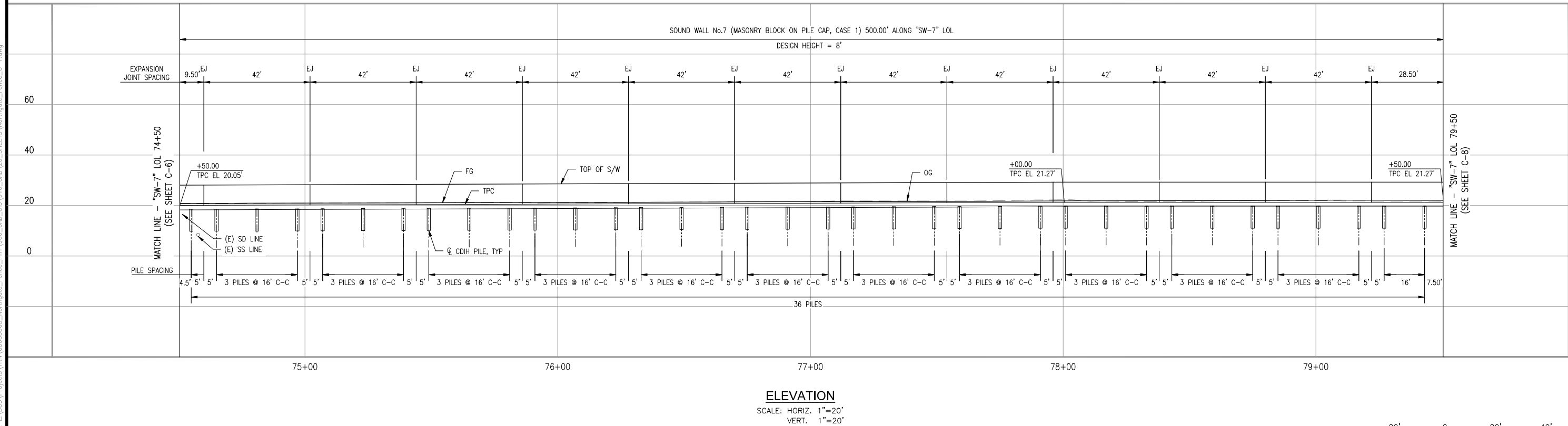
- 1. CALLOUTS REFERENCE CITY OF SACRAMENTO STANDARD PLANS. SEE THE LATEST REVISION FOR ADDITIONAL DESIGN DETAILS.
- 2. FOR WALL DETAILS NOT SHOWN, SEE SHEET C-9 AND CALTRANS STANDARD PLANS B15-3, B15-4, AND B15-5.
- 3. BACK TO BACK FENCES.
- 4. BOULDER LOCATIONS TO BE DETERMINED BY ENGINEER.



REVISIONS				BENCH MARK		FIELD BOOK		CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS				IMPROVEMENT PLANS FOR NORTHGATE BLVD FENCE REPLACEMENT PLAN AND ELEVATION - SOUND WALL NO. 7 - 70+00 TO 74+50		SHEET No. 6 OF 12	
NO.	DESCRIPTION	DATE	BY	DESCRIPTION	ELEV.										
				ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS:											
				BM 277-F3A ELEV 28.62											
				BM 277-F6D ELEV 22.98											
						SCALE		DRAWN BY: P. HERTZFELDT		DESIGN BY: C. JIMENEZ		CHECKED BY: M. KORVE		PN: T15046102	
						HORIZ. 1"=20'		DATE 2/25/26		R.C.E. 97382		DATE 2/25/26		SHEET C-6	
						VERT. 1"=20'				R.C.E. 63248		DATE 2/25/26		OF C-9	

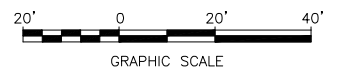
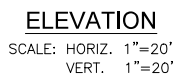
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1. CALLOUTS REFERENCE CITY OF SACRAMENTO STANDARD PLANS
SEE THE LATEST REVISION FOR ADDITIONAL DESIGN DETAILS.
2. FOR WALL DETAILS NOT SHOWN, SEE SHEET C-9 AND
CALTRANS STANDARD PLANS B15-3, B15-4, AND B15-5.



REVISIONS				BENCH MARK		FIELD BOOK	CITY OF SACRAMENTO					IMPROVEMENT PLANS FOR		PN: T15046102	SHEET
NO.	DESCRIPTION	DATE	BY	DESCRIPTION	ELEV. _____	DEPARTMENT OF PUBLIC WORKS				C-7					
				ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS:						— OF —					
				BM 277-F3A ELEV 28.62		SCALE	DRAWN BY: P. HERTZFELDT		DESIGN BY: C. JIMENEZ		CHECKED BY: M. KORVE		PLAN AND ELEVATION - SOUND WALL NO. 7 - 74+50 TO 79+50	C-9	
				BM 277-F6D ELEV 22.98		HORIZ. 1"=20'	DATE 2/25/26		R.C.E. 97382 DATE 2/25/26		R.C.E. 63248 DATE 2/25/26				
						VERT. 1"=20'									

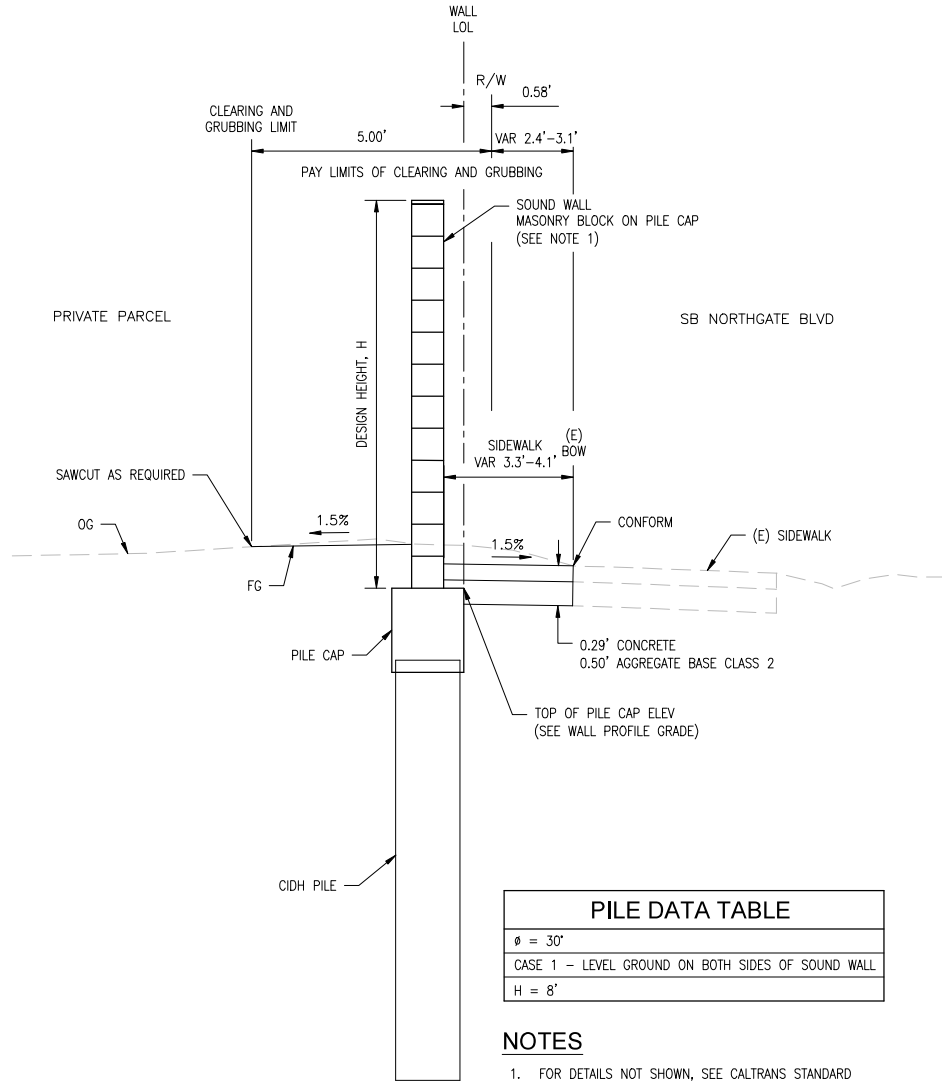
1. CALLOUTS REFERENCE CITY OF SACRAMENTO STANDARD PLANS
SEE THE LATEST REVISION FOR ADDITIONAL DESIGN DETAILS.
2. FOR WALL DETAILS NOT SHOWN, SEE SHEET C-9 AND
CALTRANS STANDARD PLANS B15-3, B15-4, AND B15-5.



REVISIONS				BENCH MARK		FIELD BOOK		CITY OF SACRAMENTO					IMPROVEMENT PLANS FOR				SHEET
NO.	DESCRIPTION	DATE	BY	DESCRIPTION	ELEV.	SCALE	DEPARTMENT OF PUBLIC WORKS		DRAWN BY: P. HERTZFELDT		DESIGN BY: C. JIMENEZ		CHECKED BY: M. KORVE		C-8		
				ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS:		HORIZ. 1"=20'			DATE 2/25/26		R.C.E. 97382 DATE 2/25/26		R.C.E. 63248 DATE 2/25/26			C-9	
				BM 277-F3A ELEV 28.62		VERT. 1"=20'											
				BM 277-F6D ELEV 22.98													

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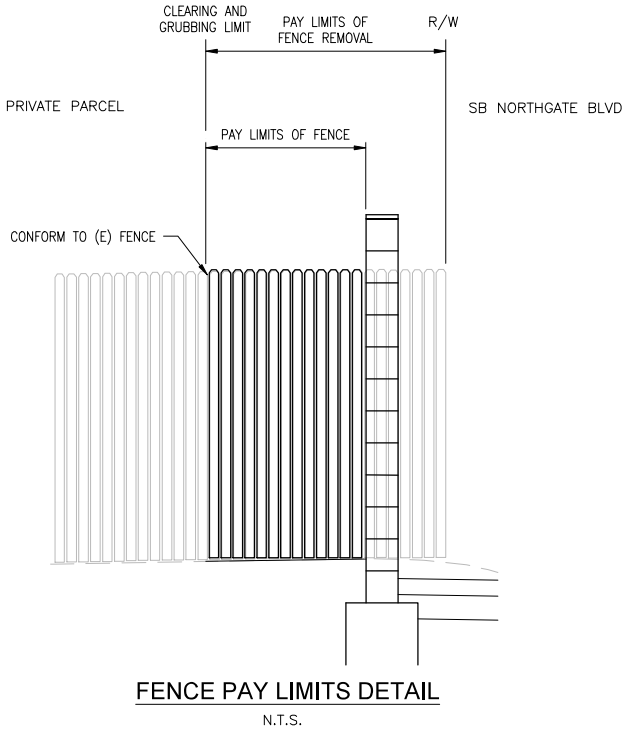
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SOUND WALL TYPICAL SECTION
N.T.S.

PILE DATA TABLE	
ø = 30"	
CASE 1 – LEVEL GROUND ON BOTH SIDES OF SOUND WALL	
H = 8'	

- NOTES
- FOR DETAILS NOT SHOWN, SEE CALTRANS STANDARD PLANS B15-3, B15-4, AND B15-5.



FENCE PAY LIMITS DETAIL
N.T.S.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.
DESCRIPTION	
ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS:	
BM 277-F3A ELEV 28.62	
BM 277-F6D ELEV 22.98	

FIELD BOOK
SCALE
HORIZ. NTS
VERT. NTS

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			
DRAWN BY: P. HERTZFELDT	DESIGN BY: C. JIMENEZ	CHECKED BY: M. KORVE	
DATE 2/25/26	R.C.E. 97382 DATE 2/25/26	R.C.E. 63248 DATE 2/25/26	

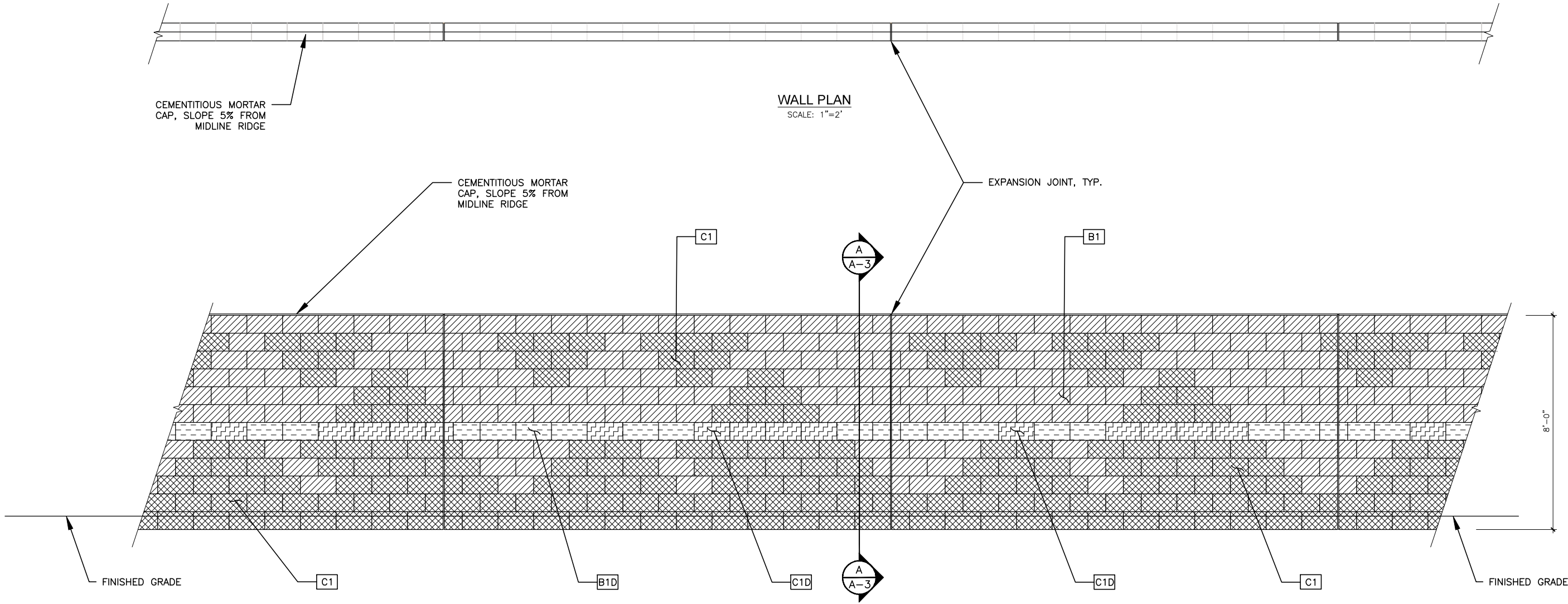


IMPROVEMENT PLANS FOR NORTHGATE BLVD FENCE REPLACEMENT WALL DETAILS	
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PN: T15046102	SHEET No. 9 OF 12
	SHEET C-9
	— OF — C-9

PLOT STAMP: Wednesday, February 25, 2026 11:24:31 AM

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CMU LEGEND		
PATTERN	NO.	DESCRIPTION
	B1	PRECISION CMU: 8"x8"x16", STANDARD, BASE COLOR - 645
	B1D	PRECISION CMU: 8"x8"x16", (D) DOUBLE OPEN END BOND BEAM, BASE COLOR - 645
	C1	SPLIT FACE CMU: 8"x8"x16", STANDARD SPLIT FACE, STANDARD COLOR - 769
	C1D	SPLIT FACE CMU: 8"x8"x16", (D) DOUBLE END BOND BEAM, SPLIT FACE, STANDARD COLOR - 769



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____
DESCRIPTION	
ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS:	
BM 277-F3A ELEV 28.62	
BM 277-F6D ELEV 22.98	

FIELD BOOK
SCALE
HORIZ. AS SHOWN
VERT. AS SHOWN

CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

DRAWN BY: J. GUZMAN

DATE 2/25/2026

DESIGN BY: G. STRNAD

R.A. C-21724 DATE 2/25/2026

CHECKED BY: M. KORVE

R.C.E. 63248 DATE 2/25/2026



IMPROVEMENT PLANS FOR

NORTHGATE BLVD FENCE REPLACEMENT

ARCHITECTURAL DETAILS

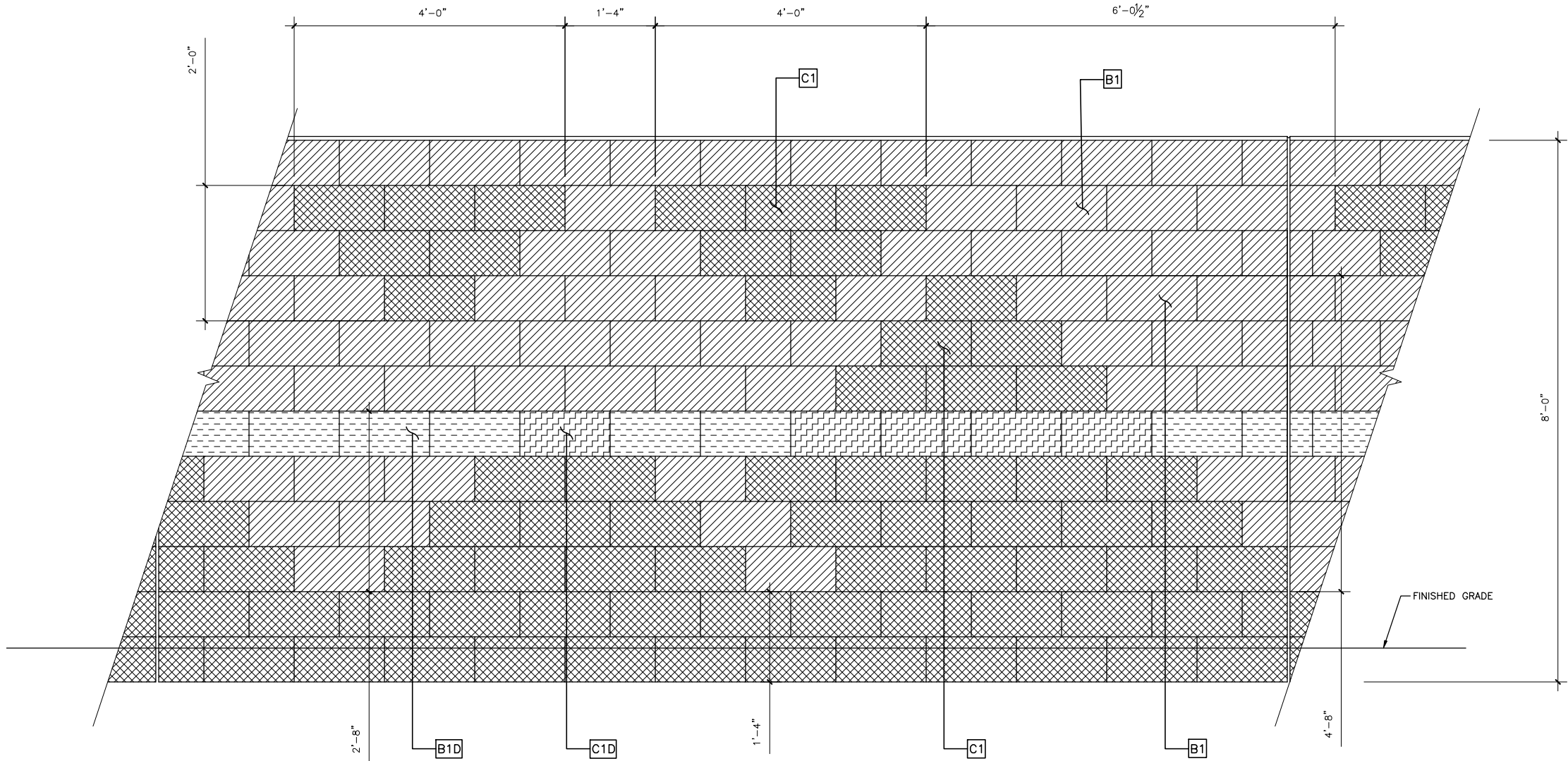
PN: T15046102

SHEET No. 10 OF 12

SHEET A-1 OF A-3

PLOT STAMP: Wednesday, February 25, 2026 11:25:49 AM

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NOTE: REPEAT BRICK LAYOUT CONTINUOUSLY ALONG THE LENGTH OF WALL

WALL DESIGN LAYOUT
SCALE: 1"=1'

CMU LEGEND		
PATTERN	NO.	DESCRIPTION
	B1	PRECISION CMU: 8"x8"x16", STANDARD, BASE COLOR - 645
	B1D	PRECISION CMU: 8"x8"x16", (D) DOUBLE OPEN END BOND BEAM, BASE COLOR - 645
	C1	SPLIT FACE CMU: 8"x8"x16", STANDARD SPLIT FACE, STANDARD COLOR - 769
	C1D	SPLIT FACE CMU: 8"x8"x16", (D) DOUBLE END BOND BEAM, SPLIT FACE, STANDARD COLOR - 769



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. _____
DESCRIPTION	
ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS:	
BM 277-F3A	ELEV 28.62
BM 277-F6D	ELEV 22.98

FIELD BOOK	
SCALE	
HORIZ. AS SHOWN	
VERT. AS SHOWN	

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			
DRAWN BY: J. GUZMAN		DESIGN BY: G. STRNAD	
DATE: 2/25/2026		CHECKED BY: M. KORVE	
R.A. C-21724		R.C.E. 63248	
DATE: 2/25/2026		DATE: 2/25/2026	

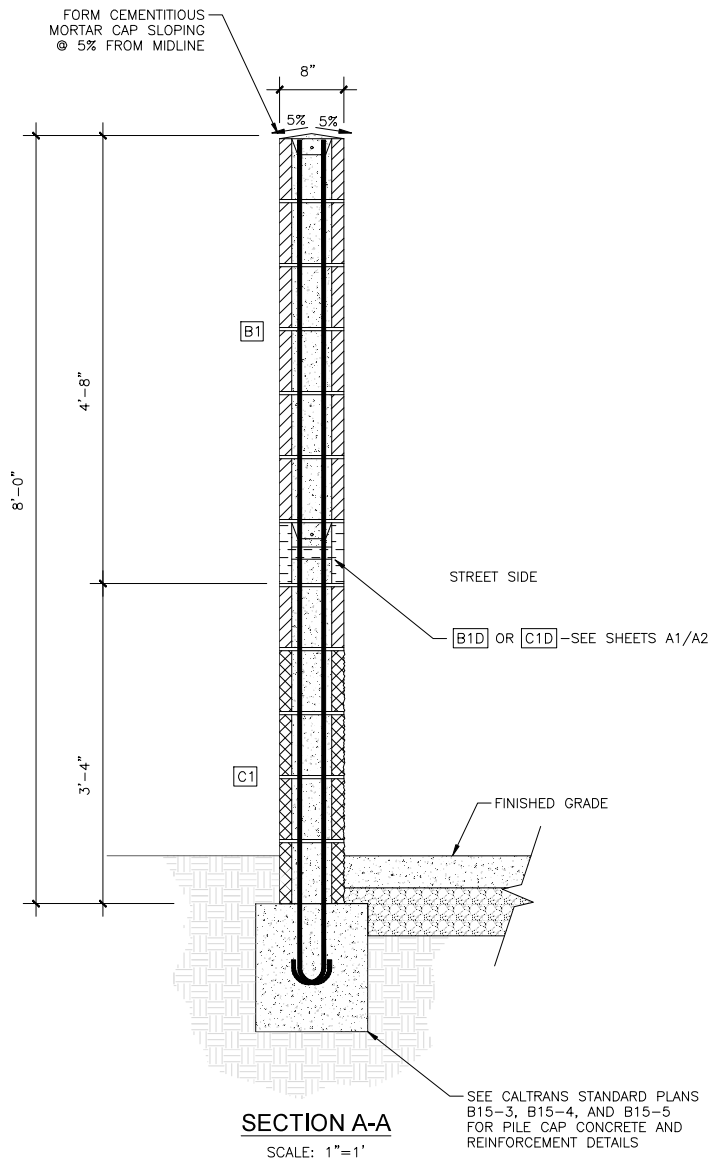


IMPROVEMENT PLANS FOR	
NORTHGATE BLVD FENCE REPLACEMENT	
ARCHITECTURAL DETAILS	

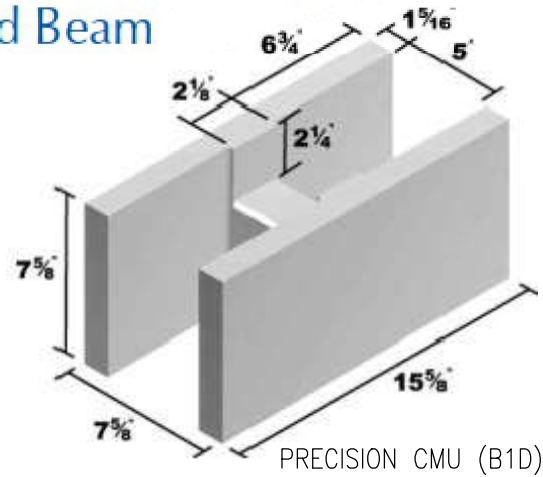
PN: T15046102	SHEET No.
	11 OF 12
	SHEET A-2 OF A-3

PLOT STAMP: Wednesday, February 25, 2026 11:26:10 AM

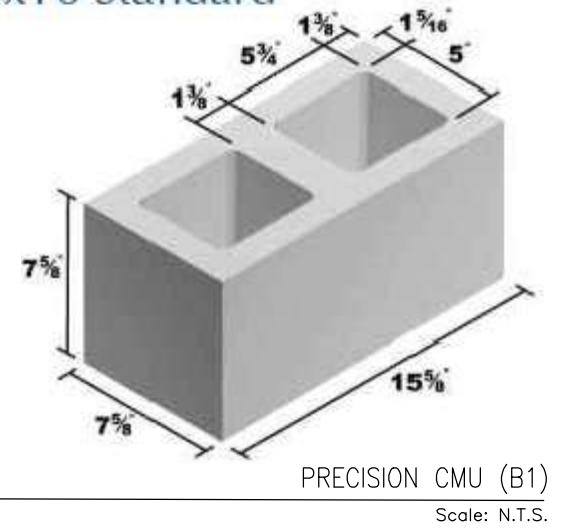
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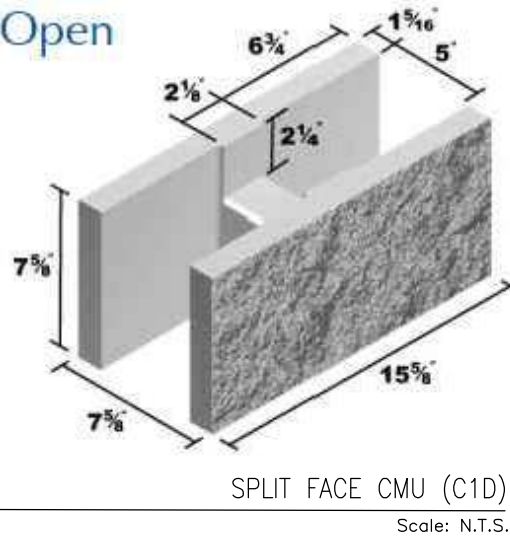
8x8x16 Double Open End Bond Beam



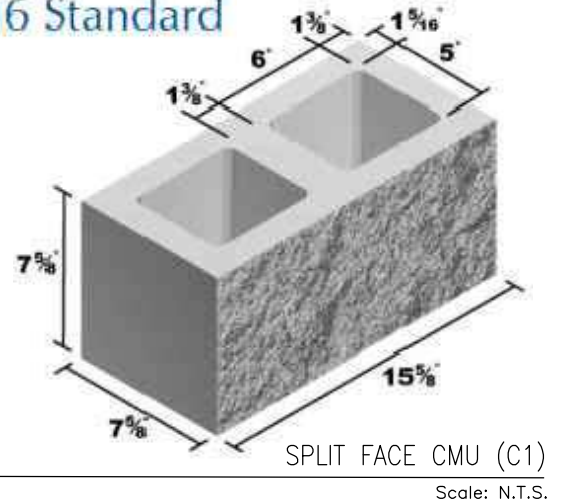
8x8x16 Standard



8x8x16 Double Open End Bond Beam



8x8x16 Standard



CMU LEGEND		
PATTERN	NO.	DESCRIPTION
	B1	PRECISION CMU: 8"x8"x16", STANDARD, BASE COLOR - 645
	B1D	PRECISION CMU: 8"x8"x16", (D) DOUBLE OPEN END BOND BEAM, BASE COLOR - 645
	C1	SPLIT FACE CMU: 8"x8"x16", STANDARD SPLIT FACE, STANDARD COLOR - 769
	C1D	SPLIT FACE CMU: 8"x8"x16", (D) DOUBLE END BOND BEAM, SPLIT FACE, STANDARD COLOR - 769



REVISIONS				BENCH MARK ELEV. _____ DESCRIPTION ELEVATIONS SHOWN ARE NAVD88, BASED ON THE FOLLOWING BENCHMARKS: BM 277-F3A ELEV 28.62 BM 277-F6D ELEV 22.98	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS				IMPROVEMENT PLANS FOR NORTHGATE BLVD FENCE REPLACEMENT ARCHITECTURAL DETAILS		SHEET No. 12 OF 12 SHEET A-3 OF A-3 PN: T15046102
NO.	DESCRIPTION	DATE	BY			DRAWN BY: J. GUZMAN DATE 2/25/2026	DESIGN BY: G. STRNAD R.A. C-21724 DATE 2/25/2026	CHECKED BY: M. KORVE R.C.E. 63248 DATE 2/25/2026				

CONTRACT #:
CONTRACT NAME: Northgate Blvd. Fence Replacement Phase 1
AGREEMENT TERM: 80 Working Days
AUTHORIZED RENEWALS: NA
DEPARTMENT/DIVISION: Public Works, Engineering Services

PROJECT: T15046102
NOT-TO-EXCEED AMOUNT: \$1,739,641.00
SOLICITATION: B26151111019
LBE (Y/N): Y
COUNCIL FILE ID:

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification July 21, 2026, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and McGuire & Hester, 9009 Railroad Avenue, Oakland, CA 94603 ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

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

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on November 10, 2020 (Resolution No. 2020-0354),

and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

Northgate Blvd. Fence Replacement Phase 1 (PN:T15046102)

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

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

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed \$1,739,641 , as set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

- A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

- B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

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

- A. On or about the first of the month, the Engineer, as defined in section 1-25 of the Standard Specifications ("Engineer"), shall present to the Contractor a statement, which may be in the form of a Project Progress Payment Application, showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve and execute the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for payment of ninety-five (95) percent of the amount in the statement it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. Contractor's written approval and execution of the statement shall contain a signed certification under penalty of perjury under the Laws of the State of California that all items, units, prices, and quantities listed in the monthly estimate are correct, and that all Work has been performed, and materials supplied in full accordance with the conditions of applicable laws, rules, and regulations, and the Contract Documents.
- C. No inaccuracy or error in said monthly statements or estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any statement, certificate, or estimate for payment.
- D. Contractor shall not be paid for any defective or improper Work.
- E. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and

processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

- F. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- G. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. PUBLIC WORKS REQUIREMENTS

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

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

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for

Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

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

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

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

8. PERFORMANCE AND PAYMENT BONDS

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

9. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

10. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

11. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 80 working days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

12. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

13. ACCEPTANCE NOT RELEASE

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

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

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

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

15. NO WAIVER OF REMEDIES

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

16. WARRANTY

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

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

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

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 16, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

17. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision;

increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$4,200.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

18. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 18, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 18 shall survive any expiration or termination of the Contract.

19. CONTRACTOR SHALL ASSUME RISKS

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

20. GENERAL LIABILITY OF CONTRACTOR

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

21. INSURANCE

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage

for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

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

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

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

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

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

- X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.
- ___ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.
- ___ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:
- "Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

B. Other Insurance Provisions

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

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

C. Waiver of Subrogation.

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

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 21 must be declared to and approved by the City in writing prior to execution of this Contract.

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Copies of policies shall be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

(2) Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

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

(3) Certificate Holder must be listed as:

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

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

F. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Section 21.

22. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section 22.

23. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling

Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

24. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

25. EXTENSION OF TIME

If the Contractor complies with Section 24, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The

granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

26. NO PAYMENT FOR DELAYS

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

27. CHANGES IN THE WORK

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

28. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the

completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

29. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 16 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

30. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or

conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 28 and 29 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

31. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 30 above.

32. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 30 or Section 31 above:

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

33. ACCOUNTING RECORDS OF CONTRACTOR

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

34. REPRESENTATIVES OF THE PARTIES.

A. City Engineer.

- (1) The Engineer for this Contract is:

William Shunk, wshunk@cityofsacramento.org

- (2) All Contractor questions and correspondence pertaining to this Contract must be addressed to the Engineer. In the event the City hires a third-party consultant to assist with construction management, the Engineer may direct Contractor to copy such consultant on questions and correspondence, but such a request does not constitute a delegation of authority to the third-party consultant to serve as the Engineer (i.e., any alterations, deviations, additions to, or deletions from the Work or any of the Contract Documents, must be authorized by the Engineer, not a third-party consultant, pursuant to a properly executed change order).

B. Contractor Representative.

- (1) The Contractor Representative for this Contract is:

McGuire & Hester

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

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

35. USE TAX REQUIREMENTS

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

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

36. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code

Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

37. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies. Contractor agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

38. DEBARMENT CERTIFICATION

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

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
- (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

- B. Contractor further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.
- C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The Contractor shall provide immediate written notice to the City if, at any time prior to execution, the Contractor learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

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

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

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

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

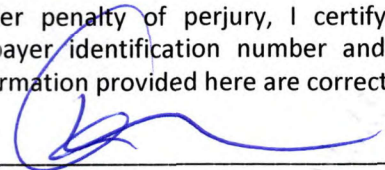
Failure to sign and submit Addendum A shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A. Failure to satisfy the requirements of the CWTA and demonstrate a good faith effort to meet any Local Hire and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

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

CONTRACTOR

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

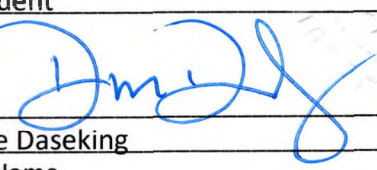
DATE 06/04/2026

BY 
Brock Grunt

Print Name

President

Title

BY 
Bruce Daseking

Print Name

Vice President, Business Development

Title

1000000033

DIR Registration #

94-1074934

Federal ID#

95879

State ID#

127456

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

Type of Business Entity (*check one*):

☐ Individual/Sole Proprietor

☐ Partnership

☒ Corporation

☐ Limited Liability Company

☐ Other (*please specify*: _____)

CITY OF SACRAMENTO

a municipal corporation

DATE 06/10/2026

BY To Be Signed in eCaps

For: **Maraskeshia Smith**, City Manager

Original Approved As To Form:


Michael Fry (Jun 10, 2026 12:22:34 PDT)

City Attorney

Attest:

Not applicable
City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

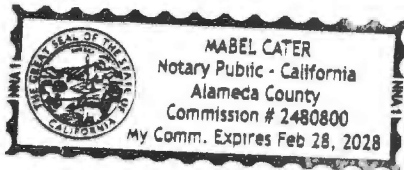
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Alameda)
 On June 4, 2026 before me, Mabel Cater, Notary Public
Date Here Insert Name and Title of the Officer
 Personally appeared Brock N. Grunt and Bruce W. Daseking
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mabel Cater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Contract Document Date 6/4/2026
 Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Brock N. Grunt
☒ Corporate Officer—Title(s) President
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer's Name Bruce W. Daseking
☒ Corporate Officer—Title(s) Vice President
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing McGuire and Hester Signer Is Representing McGuire and Hester

CITY OF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: 30271337
Premium: Included in Perf.
Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: McGuire & Hester, 9009 Railroad Avenue, Oakland, CA 94603 as principal, hereinafter called Contractor, a contract for construction of:

Northgate Blvd. Fence Replacement Phase (Phase 1)
PN: T15046102

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

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

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

Western Surety Company, 2121 N. California Blvd., Suite 760 Walnut Creek, CA 94596,

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **ONE MILLION SEVEN HUNDRED THIRTY NINE THOUSAND SIX HUNDRED FORTY ONE DOLLARS (\$1,739,641.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on June 4, 2026.

McGuire and Hester
(Contractor) (Seal)
By _____
Title President

ORIGINAL APPROVED AS TO FORM:

Michael Fry
Michael Fry (Jun 10, 2026 12:22:34 PDT)

City Attorney

Western Surety Company
(Surety) (Seal)
By: _____
Title: Attorney-in-Fact, Yvonne Roncagliolo
Agent name and Address: Gallagher Brokerage & Insurance Solutions, Inc.
50 California St., Floor 12, San Francisco, CA 94111
Agent Phone #: 415-391-2141
Surety Phone #: 415-932-7175
California License # Agent: 0329598

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

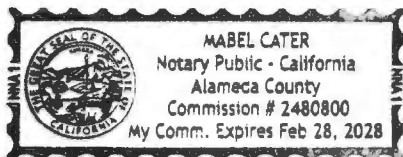
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Alameda)
 On June 5, 2026 before me, Mabel Cater, Notary Public
Date Here Insert Name and Title of the Officer
 Personally appeared Brock N. Grunt
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mabel Cater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Payment Bond Document Date 6/4/2026
 Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Brock N. Grunt
☒ Corporate Officer—Title(s) President
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

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

Signer Is Representing McGuire and Hester

Signer Is Representing _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Contra Costa }

On 6-4, 2026 before me, Christina Parsons, Notary Public
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Muneawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.



WESTERN SURETY COMPANY

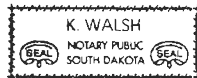
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of June, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Executed in Duplicate

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works

Page 1 of 1

Bond No.: 30271337

Premium: \$6,649.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: McGuire & Hester, 9009 Railroad Avenue, Oakland, CA 94603 as principal, hereinafter called Contractor, a contract for construction of:

**Northgate Blvd. Fence Replacement Phase (Phase 1)
PN: T15046102**

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

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

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

Western Surety Company, 2121 N. California Blvd., Suite 760 Walnut Creek, CA 94596

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: **ONE MILLION SEVEN HUNDRED THIRTY NINE THOUSAND SIX HUNDRED FORTY ONE DOLLARS (\$1,739,641.00)**, or the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on June 4, 2026.

McGuire and Hester

By [Signature] (Contractor) (Seal)

Title President

ORIGINAL APPROVED AS TO FORM:

[Signature]
Michael Fry (Jun 10, 2026 12:22:34 PDT)

City Attorney

Western Surety Company

By [Signature] (Surety) (Seal)

Title Attorney-in-Fact, Yvonne Roncagliolo

Agent Name and Address Gallagher Brokerage & Insurance Solutions, Inc.
50 California St., Floor 12, San Francisco, CA 94111

Agent Phone # 415-391-2141

Surety Phone # 415-932-7175

California License # Agent: 0329598

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Alameda)

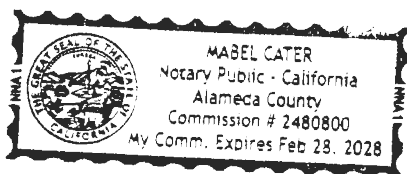
On June 5, 2026 before me, Mabel Cater, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Brock N. Grunt
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mabel Cater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Performance Bond Document Date 6/4/2026

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

Capacity(ies) Claimed by Signer(s)

Signer's Name Brock N. Grunt
☒ Corporate Officer—Title(s) President
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

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

Signer Is Representing McGuire and Hester

Signer Is Representing _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Contra Costa

On 6-4-2026
Date

before me, Christina Parsons, Notary Public
Here Insert Name and Title of the Officer

personally appeared Yvonne Roncagliolo

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

CParsons

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yvonne Roncagliolo

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.



WESTERN SURETY COMPANY

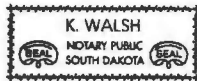
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of June, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

WORKER'S COMPENSATION CERTIFICATION

Northgate Blvd. Fence Replacement Phase (Phase 1)
PN: T15046102

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: 06/05/2026

Contractor McGuire and Hester

By _____
Signature

2025 Withholding Exemption Certificate**590**

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

Withholding Agent Information

Name

CITY OF SACRAMENTO**Payee Information**

Name

McGuire and Hester☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.94-1074934

Address (apt./ste., room)

9009 Railroad Avenue

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

Oakland

State ZIP code

CA 94603**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.

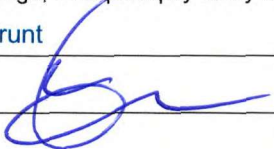
☐ **Nonmilitary Spouse of a Military Servicemember:**

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 Brock GruntTelephone (510) 632-7676Payee's signature ▶ Date 06/04/2026

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) McGuire and Hester		
	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. 9009 Railroad Avenue	Requester's name and address (optional)	
6 City, state, and ZIP code Oakland, CA 94603			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
9	4	-	1	0	7	4	9	3	4

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 <i>Claudia Jeronimo</i>
------------------	---

Date 03/17/2026

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

Addendum A

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

AGREEMENT TO BE BOUND

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

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

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

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

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

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

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

Date: 6/2/2026

McGuire and Hester

Name of Contractor
Brock Grunt

(Name of Contractor Representative)
President

(Authorized Officer & Title)
95879

CSLB # or Motor Carrier Permit

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **MCGUIRE & HESTER**
Business Address **9009 RAILROAD AVE**
Owner **BROCK GRUNT**
Type of Business **Architects & Engineers**
Tax Classification **Gross Receipts**
Expires **12/31/2026**
Mailing Address **CLAUDIA ORTEGA**
MCGUIRE & HESTER
9009 RAILROAD AVE
OAKLAND, CA 94603-1245

127456



127456

TOTAL PAID:
\$258.82

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/>

RECEIVED

NOV 25 2025

MCGUIRE AND HESTER

GUARANTEE

We hereby guarantee the Northgate Blvd. Fence Replacement Phase (Phase 1) PN: T15046102 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: 6/2/2026

Signed:



Brock Grunt

Printed Name

McGuire and Hester

Company

9009 Railroad Avenue

Address

Oakland, CA 94603



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 R. C. Fischer & Co. P. O. Box 8101 Walnut Creek CA 94596	CONTACT NAME: Amy Gregory PHONE (A/C, No, Ext): 925-627-5471 E-MAIL ADDRESS: agregory@rcfischer.com FAX (A/C, No): 925-932-0962
INSURED McGuire and Hester 9009 Railroad Ave Oakland CA 94603	INSURER(S) AFFORDING COVERAGE INSURER A: Executive Risk Indemnity Inc. INSURER B: Federal Insurance Company INSURER C: Ace American Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 760406416**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 ☒ Contract Liab ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: GL Ded \$10K	Y		54303064	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		54303063	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y		93652735	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	54303065	7/1/2025	7/1/2026	☒ 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

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

RE: M&H Job 5313- City of Sacramento - Northgate Blvd Fence Replacement PH1

City of Sacramento, its officials, employees, and volunteers are named as additional insured per CG20101219, 070209090505 & 160202921116. Insurance is primary per 100224610715. Per Project Aggregate applies per CG25030509. Separation of Insureds applies per 100218000917. Waiver of subrogation applies per WC99003750518.

CERTIFICATE HOLDER**CANCELLATION**City of Sacramento
c/o EXIGIS LLC
PO Box 947
Murrieta CA 92564

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

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Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverage; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When This Excess Follow-Form Insurance Applies; Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the named **insured** shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverage/Excess Follow-Form

Subject to all of the terms and conditions applicable to this insurance, we will pay, on behalf of the **insured**, that part of **loss**, to which this insurance applies, which exceeds the applicable **underlying limits**.

This insurance applies only if the triggering event that must happen during the policy period of the applicable **controlling underlying insurance** happens during the policy period of this insurance.

This insurance will follow the terms and conditions of **controlling underlying insurance**, unless a term or condition contained in this insurance:

- differs from any term or condition contained in the applicable **controlling underlying insurance**; or
- is not contained in the applicable **controlling underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this insurance will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **controlling underlying insurance**.

This insurance does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this insurance.

Investigation, Defense And Settlements

We have no duty to defend any person or organization against any claim or suit.

We may at our discretion participate in the defense, investigation and settlement of any occurrence, offense, claim or suit.

If we choose to participate in the defense of any claim or suit, we will not be obligated to participate in the defense of any person or organization when we have used up the applicable Limits Of Insurance.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, with respect to a claim or suit we investigate or settle, we will pay:

- expenses incurred directly by us and at our sole discretion;
- prejudgment interest awarded against the insured on that part of a judgment we pay. If we make an offer to pay the applicable Limits Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- interest on that part of a judgment, to which this insurance applies, that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limits Of Insurance.

Supplementary Payments does not include any fine or other penalty.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Coverage Territory

This insurance applies anywhere that the applicable **controlling underlying insurance** applies.

Who Is An Insured

The following persons or organizations qualify as **insureds**:

- the named **insured** shown in the Declarations; and
- other persons or organizations qualifying as an **insured** in **controlling underlying insurance**, but not beyond the extent of any limitations imposed under any contract or agreement.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or suits brought;
- persons or organizations making claims or bringing suits;
- vehicles involved; or
- coverages provided in this contract.

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits in all **underlying insurance** apply in such manner. If the aggregate limits in any **underlying insurance** do not so apply, then the applicable aggregate limits of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Other Aggregate Limit

Subject to the Each Occurrence Limit, the Other Aggregate Limit is the most we will pay for the sum of amounts described as reducing Limits Of Insurance of this insurance (see Payments That Reduce The Limits Of Insurance section), except amounts included in the products-completed operations hazard.

Limits Of Insurance

Other Aggregate Limit (continued)

However, the Other Aggregate Limit of this policy will:

- not apply when all **underlying insurance** does not apply an aggregate limit; or
- apply in the same manner as the aggregate limit in controlling underlying insurance applies, provided all other **underlying insurance** also applies an aggregate limit in the same manner as **controlling underlying insurance**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of amounts described as reducing Limits Of Insurance of this insurance (see Payments That Reduce The Limits Of Insurance section) included in the products-completed operations hazard as defined in **controlling underlying insurance**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of amounts described as reducing Limits Of Insurance of this insurance (see Payments That Reduce The Limits Of Insurance section) arising out of any one occurrence, even if such loss is or otherwise would be covered in whole or in part under more than one **underlying insurance** policy.

Any such amounts we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, then the remaining amount of such aggregate limit is the most that will be available for any other payment.

Payments That Reduce The Limits Of Insurance

Any amounts we pay for **loss** will reduce the Limits Of Insurance of this insurance.

Payments that we make under the Supplementary Payments and Investigation, Defense And Settlement sections of this insurance will not reduce the Limits Of Insurance, unless payments for investigation, defense and settlement and supplementary payments reduce the limits of insurance of any applicable **underlying insurance**.

If costs or expenses for supplementary payments and investigation, defense and settlement reduce the limits of insurance of any applicable **underlying insurance**, then any such cost or expenses including supplementary payments to which this insurance applies will reduce the applicable Limits Of Insurance of this insurance.

When This Excess Follow-Form Insurance Applies

Subject to all of the terms and conditions of this insurance, if the applicable **underlying limits** are:

- reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits) for triggering events that happen during the policy period of this insurance and provided all **underlying limits** also applies to **loss** and also drops down, then this insurance will drop down to apply in excess of the remaining amount of the applicable **underlying limits**.
- exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits) for triggering events that happen during the policy period of this insurance, then this insurance will apply in the same manner as the applicable **controlling underlying insurance** would have applied but for such exhaustion.

Exclusions	The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage under this contract.
Asbestos	A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos. B. This insurance does not apply to any damages, loss, cost or expense arising out of any: - request, demand, order or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos; or - claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos.
Controlling Underlying Insurance	This insurance does not apply to any damages, loss, cost or expense to which the terms and conditions of controlling underlying insurance do not apply.
Coverages/ Laws, Various	This insurance does not apply to any damages, loss, cost or expense or obligation of any insured under any: - medical expenses or payments coverage or law; - no-fault coverage or law; - personal injury protection coverage or law; - underinsured or uninsured financial responsibility coverage or law; - workers' compensation, disability benefits or unemployment compensation coverage or law; or - similar coverage or law.
Employee Retirement Income Security Laws	This insurance does not apply to any damages, loss, cost or expense or obligation of any insured under the United States of America Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 or any similar law, as now constituted or hereafter amended.
Employment-Related Practices	A. This insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained at any time by any: - person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time. - brother, child, parent, sister or spouse of any person at whom any act, omission, policy, practice or representation is directed, as described in subparagraph A.1. above. B. As used in this exclusion, such acts, omissions, policies, practices or representations described above include any: - arrest, detention or imprisonment; - breach of any express or implied covenant; - coercion, criticism, humiliation, prosecution or retaliation; - defamation or disparagement;

Exclusions

Employment-Related Practices
(continued)

5. demotion, discipline, evaluation or reassignment;
 6. discrimination, harassment or segregation;
 7.
 - a. eviction; or
 - b. invasion or other violation of any right of occupancy;
 8. failure or refusal to advance, compensate, employ or promote;
 9. invasion or other violation of any right of privacy or publicity;
 10. termination of employment; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- C. This exclusion applies:
1. regardless of the capacity in which the **insured** may be liable; and
 2. to any obligation to share any damages, loss, cost or expense with or repay someone else who must pay any damages, loss, cost or expense because of any of the foregoing.

Nuclear Energy

- A. This insurance does not apply to any damages, loss, cost or expense:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
 2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
 - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
 - b. has been discharged or dispersed there from; or
 - c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or

Exclusions

Nuclear Energy (continued)

2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Obligations Of Underlying Insurance

This insurance does not apply to any damages, loss, cost or expense for which the liability or obligation under **underlying insurance** is by law unlimited.

Pollution

- A. 1. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, other than as described in paragraph B. below.
2. Subparagraph A.1. above does not apply to:
 - a. bodily injury or property damage included in the products-completed operations hazard;
 - b. bodily injury or property damage:
 - i. caused by the escape of operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts;
 - ii. if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - iii. resulting from your other ongoing contracting operations;
 - c. bodily injury if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building;
 - d. bodily injury or property damage caused by heat, smoke or fumes from a **hostile fire**; or
 - e. bodily injury or property damage resulting from the ownership, maintenance or use of an auto.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 1. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible.
 2. at or from any premises, site or location:
 - a. which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste; or
 - b. on which any insured or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Exclusions

Pollution
(continued)

- C. This insurance does not apply to any damages, loss, cost or expense arising out of any:
1. request, demand, order, or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 2. claim or proceeding by or on behalf of any governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
 3. Subparagraphs C.1. and C.2. above do not apply to the liability for damages, for property damage, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

With respect to this insurance, the following conditions apply.

Conditions

Appeals

We may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.

If we initiate or participate in an appeal, we will pay our costs of the appeal. But in no case will the amount we pay for **loss** exceed the Limits Of Insurance.

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.

Cancellation

The first named **insured** may cancel this policy at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy at any time by sending to the first named **insured** a notice sixty (60) days, twenty (20) days in the event of non-payment of premium, in advance of the cancellation date. Our notice of cancellation will be mailed to the first named **insured's** last known address and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved **insured** have fully complied with all of the terms and conditions of the policy.

Conditions

(continued)

Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State or jurisdiction in which this policy is issued are amended to conform to such statutes.

Disclosures And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an employee of the **insured** to disclose a hazard or other material information will not violate this condition, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such hazard or other material information.

Duties In The Event Of Occurrence, Offense, Claim Or Suit

A. You must see to it that we and any insurers of **underlying insurance** are notified as soon as practicable of any occurrence or offense that may result in a claim, if the claim may involve us or other insurers. To the extent possible, notice should include:

1. how, when and where the occurrence or offense happened;
2. the names and addresses of any injured persons and witnesses; and
3. the nature and location of any injury or damage arising out of the occurrence or offense.

Notice of an occurrence or offense is not notice of a claim.

B. If a claim is made or suit is brought against any **insured**, you must:

1. immediately record the specifics of the claim or suit and the date received;
2. notify us and any other insurers as soon as practicable; and
3. see to it that we receive written notice of the claim or suit as soon as practicable.

C. You and any other involved **insured** must:

1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
2. authorize us to obtain records and other information;
3. cooperate with us and any other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the suit; and
4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of loss to which this insurance may also apply.

D. No **insured** will, except at the **insured's** own cost, make any payment, assume any obligation or incur any expense without our consent.

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- E. Notice given by or on behalf of:
 1. the **insured**;
 2. the injured person; or
 3. any other claimant;

to a licensed agent of ours with particulars sufficient to identify the insured shall be deemed notice to us.
- F. Knowledge of an occurrence or offense by an agent or employee of the insured will not constitute knowledge by the **insured**, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such occurrence or offense.
- G. Failure of an agent or employee of the **insured**, other than an officer (whether or not an employee) of any **insured** or an officer's designee, to notify us of an occurrence or offense which such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve either this insurance or any **underlying insurance**, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named **insured** will act on behalf of all other named **insureds** for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

Inspections And Surveys

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations for us.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a suit seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

Conditions

Legal Action Against Us (continued)

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for any damages, loss, cost or expense that are not payable under the terms and conditions of this insurance, or that are in excess of the applicable Limits Of Insurance.

Maintenance Of Underlying Insurance And Underlying Limits

We have issued this insurance in reliance upon representations made by you about **underlying insurance** and **underlying limits**. You must see to it that:

- **underlying insurance** is and remains valid and in full force and effect.
- **underlying insurance** will not be cancelled, non-renewed or rescinded without replacement by coverage to which we agree.
- the terms and conditions of **underlying insurance** will not materially change, unless we agree otherwise.
- the terms and conditions of renewals or replacements of **underlying insurance** will be materially the same as the prior coverage, unless we agree otherwise.
- **underlying limits** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization.
- the **underlying limits** will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits).

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **underlying insurance** is no longer valid or in full force or effect.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss that we would otherwise cover under this insurance, our obligations are limited as follows.

- A. This insurance is excess over any insurance affording coverage that this insurance would also afford, whether primary, excess, contingent or on any other basis.
- B. We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total of:
 - 1. amounts that all other insurance would pay for loss in the absence of this insurance; and
 - 2. all self insured retentions, self insurance, deductible or other mechanisms (including contractual obligations of any person or organization to the **insured**) arranged for the funding of loss.

The insurance or other mechanisms described in subparagraphs A. or B. above does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

Conditions

(continued)

<i>Titles Of Paragraphs</i>	The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.
<i>Transfer Of Rights And Duties</i>	Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.
<i>Transfer Or Waiver Of Rights Of Recovery Against Others</i>	We will waive the right of recovery we would otherwise have had 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 in a contract or agreement that is executed before loss. To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. Any amount recovered will be apportioned as follows: • first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have incurred, including costs or expenses of such recovery proceedings. • then, you are entitled to claim for any further amount recovered.
<i>When Loss Is Payable</i>	Our obligation to make payment of loss, which is covered under the terms and conditions of this insurance, does not apply unless and until there has been payment of the full amounts of underlying limits and other insurance.
<i>When We Do Not Renew</i>	If we decide not to renew this policy, we will mail or deliver to the first named insured stated in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

Definitions	WITH RESPECT TO THIS INSURANCE, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.
<i>Agreed Settlement</i>	Agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.
<i>Asbestos</i>	Asbestos means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.
<i>Controlling Underlying Insurance</i>	Controlling underlying insurance means the policy or policies of insurance shown as Controlling Underlying Insurance(s) in the Declarations.
<i>Hostile Fire</i>	Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
<i>Insured</i>	Insured means a person or an organization qualifying as an insured in the Who Is An Insured section of this contract.
<i>Loss</i>	Loss means damages that the insured becomes legally obligated to pay because of injury or damage.
<i>Nuclear Facility</i>	Nuclear facility means any: A. nuclear reactor; B. equipment or device designed or used for: 1. separating the isotopes of plutonium or uranium; 2. processing or utilizing nuclear spent fuel; or 3. handling, processing or packaging nuclear waste; C. equipment or device used for the processing, fabricating or alloying of nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than: 1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or 2. two-hundred-fifty (250) grams of uranium 235; or D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of nuclear waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
<i>Nuclear Hazardous Properties</i>	Nuclear hazardous properties include radioactive, toxic or explosive properties.

Definitions*(continued)*

WITH RESPECT TO THIS INSURANCE, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

Nuclear Material

Nuclear material means **by-product material**, **source material** or **special nuclear material**.

By-product material, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Nuclear Waste

Nuclear waste means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Underlying Insurance

Underlying insurance means the coverages described in:

- **controlling underlying insurance**; and
- the Underlying Limits Of Insurance shown in the Declarations.

Underlying Limits

Underlying limits means the sum of amounts:

- A. shown in the Underlying Limits Of Insurance section of the Declarations, consisting of amounts:
 1. available under applicable **underlying insurance**; and
 2. any **insured** must pay because **underlying insurance**, as represented by you, is not available, regardless of the reason;
- B. available under any applicable antecedent, renewal or replacement of **underlying insurance**;
- C. of any allocation, deductible, participation, retention or other self-insurance applicable to the insurance described in subparagraphs A. and B. above; and

Definitions

WITH RESPECT TO THIS INSURANCE, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

Underlying Limits
(continued)

D. of any reinstatement of limits or supplemental or other limits available under the insurance described in subparagraphs A. and B. above.

If amounts available under the applicable **underlying insurance**, shown in the Underlying Limits Of Insurance section of the Declarations, are greater or less than the amount shown in the Declarations, then the greater of such amounts shall apply in the computation of **underlying limits**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL OF YOUR DESIGNATED CONSTRUCTION PROJECTS.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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:

Location Of Covered Operations:

Where required by written contract.

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.

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had 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 in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
- 2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
- b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

- 3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

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.

Workers' Compensation and Employers' Liability Policy

Named Insured McGuire and Hester	Endorsement Number
	Policy Number Symbol: WLR Number: 54303065
Policy Period 7/01/2025 TO 7/01/2026	Effective Date of Endorsement 07/01/2025
Issued By (Name of Insurance Company) Ace American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

Schedule

1. () Specific Waiver
Name of person or organization:

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
ALL
3. Premium:
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0

Amy Gregory

Authorized Representative



**SPECIAL PROVISIONS
NOTICE TO BIDDERS
PROPOSAL AND CONTRACT
FOR
NORTHGATE BLVD FENCE REPLACEMENT - PHASE I PROJECT
IN CITY OF SACRAMENTO
CITY PROJECT NO: T15046102**

Bid # B26151111019

For use with City of Sacramento Standard Specifications for Public Construction Dated November 2020, State of California Standard Specifications 2022, State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.

Project Manager:

William Shunk, Assistant Engineer
wshunk@cityofsacramento.org

Bids to be received before:

2:00 P.M., Wednesday, May 20, 2026
1st Floor, New City Hall (Security Desk)
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:

No meeting for this project.

Engineer's Construction Estimate: **\$1,487,000** Construction Time: 80 Working Days



MCGUIRE & HESTER

Unique Entity ID L414QNYHF5H5	CAGE / NCAGE 3LFR6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 4, 2026	
Physical Address 9009 Railroad AVE Oakland, California 94603-1245 United States	Mailing Address 9009 Railroad AVE Oakland, California 94603-1245 United States	

Business Information

Doing Business as MCGUIRE & HESTER	Division Name (blank)	Division Number (blank)
Congressional District California 12	State / Country of Incorporation California / United States	URL https://www.mcguireandhester.com

Registration Dates

Activation Date Aug 6, 2025	Submission Date Aug 4, 2025	Initial Registration Date Nov 6, 2003
---------------------------------------	---------------------------------------	---

Entity Dates

Entity Start Date Jan 1, 1926	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
3LFR6

Points of Contact**Electronic Business**

JAKE AREVALO

**9009 Railroad Avenue
Oakland, California 94603
United States**

LOUIS ROESSLER

9009 Railroad Avenue
Oakland, California 94603
United States

Government Business

BROCK N GRUNT

**9009 Railroad Avenue
Oakland, California 94603
United States**

BROCK N GRUNT

9009 Railroad Avenue
Oakland, California 94603
United States

Service Classifications**NAICS Codes**

Primary

NAICS Codes

NAICS Title

Yes

237310

Highway, Street, And Bridge Construction

237110

Water And Sewer Line And Related Structures Construction

237120

Oil And Gas Pipeline And Related Structures Construction

237990

Other Heavy And Civil Engineering Construction

561730

Landscaping Services

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$425,000,000.00
Construction Per Contract	\$150,000,000.00

States

California

Counties

(blank)

Metropolitan Statistical Areas

(blank)



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1000000033 - MCGUIRE AND HESTER

1000000033 - MCGUIRE AND HESTER

Customer Account Lookup

PWCR

1000000033

Contractor Status

DIR Approved

CSLB

95879

Business Phone

5109244199

Ext

Registration Start Date

2025-07-01

Legal Entity Name

MCGUIRE AND HESTER

Doing Business As (DBA)

MCGUIRE AND HESTER

Business Structure

Corporation - S corp

President

Brock N Grunt

Email

mrizwan@mcguireandhester.com

Registration End Date

2028-06-30

Crafts

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

Laborer and Related Classifications (Building Construction)

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

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

Operating Engineer (Heavy and Highway Work) Cement Mason

Laborer and Related Classifications Carpenter and Related Trades Carpenter

Teamster (Work on a construction site) Pile Driver (Carpenter)

Address

Mailing Address

2810 HARBOR BAY PARKWAYSUITE B

Mailing Address - City

ALAMEDA

Mailing Address - State

CA

Mailing Address - Zip

94502

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

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CONTRACTORS STATE LICENSE BOARD

▼ Contractor's License Detail for License # 95879

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

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

Data current as of 5/26/2026 11:02:08 AM

Business Information

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

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

License Status

This license is current and active.

All information below should be reviewed.

Classifications

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

Certifications

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

Bonding Information

Contractor's Bond

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

Bond Number: 9029302

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **100681634** for BROCK N GRUNT in the amount of **\$25,000** with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#) .

Effective Date: 01/01/2023

[BQI's Bond History](#)

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

Policy Number:54303065

Effective Date: 07/01/2025

Expire Date: 07/01/2026

[Workers' Compensation History](#)

Workers' compensation classification code(s):

22667 - Description Unavailable

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

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

Other

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

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REQUIREMENTS FOR THE LOCAL BUSINESS ENTERPRISE PROGRAM (LBE Program)

INTRODUCTION

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

APPLICATION

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

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

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

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

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

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

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

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

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

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

Exceptions

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

LBE PREFERENCE

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

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

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

LBE PARTICIPATION REQUIREMENT

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

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

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

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

PARTICIPATION LEVEL REQUIREMENTS

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

Participation Credit: To receive credit for LBE participation:

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

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

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

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

LBE REQUIREMENTS FOR CONTRACTOR

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

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

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

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

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

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

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

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

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

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

Ban-the-Box Requirements

BAN-THE-BOX REQUIREMENTS

INTRODUCTION

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

APPLICATION

“City Contract”

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

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

“Covered Employer”

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

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

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

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

Exceptions

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

COMPLIANCE

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

VIOLATIONS AND MONITORING

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

DECLARATION OF COMPLIANCE

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

ADDITIONAL INFORMATION

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

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

BID PROPOSAL CHECKLIST

<u>Included: Please (√)</u>	<u>Pages</u>
☒ Bid Proposal Form	1 - 3
☒ LBE Participation Program Prime Contractor Form Subcontractor	1 only
☒ and LBE Participation Form	1 only
☒ Bid Proposal Guarantee	1 only
☒ Drug Free Work Place Certification	1 only
☒ Minimum Qualifications Questionnaire	1 - 6
☒ Non-Discrimination in Employee Benefits Ordinance Certification	1 - 9

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

**NORTHGATE BOULEVARD FENCE REPLACEMENT PHASE 1
(T15046102)**

in the City and County of Sacramento, California.

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

Item No.	Item	Final Pay	Estimated Quantity	Unit	Unit Price	Total
1A	PRECONSTRUCTION PHOTOGRAPHS		LS	LS	\$ 1,650	\$ 1,650
2A	CLEARING AND GRUBBING		LS	LS	\$ 180,000	\$ 180,000
3A	POTHOLING BY HYDRAULIC EXCAVATION		4	EA	\$ 2,300	\$ 2,300 ^{Tot} 9,200
4A	ROADWAY EXCAVATION AND GRADING	(F)	800	CY	\$ 300	\$ 240,000
5A	AGGREGATE BASE CLASS 2 TO PLACE		120	CY	\$ 615	\$ 73,800
6A	3 1/2" PCC SIDEWALK TO CONSTRUCT		6,320	SQFT	\$ 15	\$ 94,800
7A	CURB AND GUTTER TYPE 2 TO CONSTRUCT		22	LF	\$ 133	\$ 2,926
8A	SHED TO REMOVE		1	EA	\$ 4,400	\$ 4,400
9A	TREE TO REMOVE		10	EA	\$ 2,200	\$ 22,000
10A	WALL TO REMOVE		10	LF	\$ 1,300	\$ 13,000
11A	GATE TO REMOVE		1	EA	\$ 2,250	\$ 2,250
12A	FENCE TO REMOVE		2,080	LF	\$ 28.50	\$ 59,280
13A	WOOD FENCE TO CONSTRUCT		90	LF	\$ 125	\$ 11,250
14A	4-FT WOOD FENCE TO CONSTRUCT		11	LF	\$ 125	\$ 1,375

15A	CHAIN LINK FENCE TO CONSTRUCT		8	LF	\$ 125	\$ 1,000
16A	4-FT CHAIN LINK FENCE TO CONSTRUCT		0	LF	\$ 0	\$ 0
17A	FENCE TO RESET		4	LF	\$ 125	\$ 500
18A	GATE TO SALVAGE		2	EA	\$ 1,000	\$ 2,000
19A	FENCE TO SALVAGE		7	LF	\$ 100	\$ 700
20A	2-TON BOULDER TO PLACE		9	EA	\$ 1,450	\$ 13,050
21A	16" CAST-IN-DRILLED-HOLE CONCRETE PILING (SOUND WALL)	(F)	1,112	LF	\$ 230	\$ 255,760
22A	STRUCTURAL CONCRETE, SOUND WALL	(F)	171	CY	\$ 790	\$ 135,090
23A	BAR REINFORCING STEEL (SOUND WALL)	(F)	24,793	LB	\$ 5-	\$ 123,965
24A	SOUND WALL (MASONRY BLOCK)	(F)	14,047	SQFT	\$ 35	\$ 491,645

CONTRACTOR NAME: McGuire and Hester

TOTAL BID PROPOSAL \$ 1,739,641

The Bid Proposal amount will be used to evaluate Bidder proposal.

**NORTHGATE BOULEVARD FENCE REPLACEMENT PHASE 1
ALTERNATIVE BID
(T15046102)**

in the City and County of Sacramento, California.

The Work listed as Alternative Bid is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item	Final Pay	Estimated Quantity	Unit	Unit Price	Total
1B	PRECONSTRUCTION PHOTOGRAPHS		LS	LS	\$ 1,200	\$ 1,200
2B	CLEARING AND GRUBBING		LS	LS	\$ 40,000	\$ 40,000
3B	POTHOLING BY HYDRAULIC EXCAVATION		3	EA	\$ 2,300	\$ 6,900
4B	ROADWAY EXCAVATION AND GRADING	(F)	121	CY	\$ 500	\$ 60,500
5B	AGGREGATE BASE CLASS 2 TO PLACE		20	CY	\$ 785	\$ 15,700
6B	3 1/2" PCC SIDEWALK TO CONSTRUCT		980	SQFT	\$ 18.50	\$ 18,130
7B	CURB AND GUTTER TYPE 2 TO CONSTRUCT		0	LF	\$ 0	\$ 0
8B	SHED TO REMOVE		0	EA	\$ 0	\$ 0
9B	TREE TO REMOVE		0	EA	\$ 0	\$ 0
10B	WALL TO REMOVE		0	LF	\$ 0	\$ 0
11B	GATE TO REMOVE		1	EA	\$ 1,850	\$ 1,850
12B	FENCE TO REMOVE		270	LF	\$ 30	\$ 8,100
13B	WOOD FENCE TO CONSTRUCT		20	LF	\$ 125	\$ 2,500
14B	4-FT WOOD FENCE TO CONSTRUCT		0	LF	\$ 0	\$ 0
15B	CHAIN LINK FENCE TO CONSTRUCT		0	LF	\$ 0	\$ 0
16B	4-FT CHAIN LINK FENCE TO CONSTRUCT		4	LF	\$ 105.95	\$ 423.80
					TOTAL	TOTAL

17B	FENCE TO RESET		0	LF	\$ 0	\$ 0
18B	GATE TO SALVAGE		0	EA	\$ 0	\$ 0
19B	FENCE TO SALVAGE		0	LF	\$ 0	\$ 0
20B	2-TON BOULDER TO PLACE		6	EA	\$ 1,550	\$ 9,300
21B	16" CAST-IN-DRILLED-HOLE CONCRETE PILING (SOUND WALL)	(F)	184	LF	\$ 230	\$ 42,320
22B	STRUCTURAL CONCRETE, SOUND WALL	(F)	26	CY	\$ 1,030	\$ 26,780
23B	BAR REINFORCING STEEL (SOUND WALL)	(F)	3,702	LB	\$ 5.70	\$ 21,101.40
24B	SOUND WALL (MASONRY BLOCK)	(F)	2,087	SQFT	\$ 38	\$ 79,306

CONTRACTOR NAME: McGuire and Hester TOTAL ALTERNATIVE BID \$ 334,287.40

The Alternative Bid amount will not be used to evaluate Bidder proposal. The Alternative Bid Work may be added to the contract with the awarded Bidder at the City's discretion.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **EIGHTY (80) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contract work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Work under these Special Provisions shall be performed by qualified personnel experienced in work described herein. The Contractor and/or its subcontractor shall possess current and active licenses issued by the California Contractors State License Board for Class A – General Engineering Contractor at the time of the bid submittal and throughout the construction period. Any cited violations or pending violation investigations by the California Contractors State Licensing Board within three years prior to the date of the bid submittal shall be fully disclosed in the bid.

Class A License Number: 95879
Name and Address of Licensee: McGuire and Hester
Issue Date: 7/10/1947 9009 Railroad Avenue, Oakland, CA 94603
Expiration Date: 11/30/2027
License Status: Active

In determining the amount bid by each bidder, the City may disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

MC GUIRE AND HESTER

The City Council may reject any and all bids and waive any informalities or minor irregularities in the bids.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item, and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete, and the Proposal shall be disregarded.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the Bid Proposal amount.

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

Add. #	_____	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

NOTE: State whether your company is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

Corporation

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ 10%) not less than ten percent (10%) of the Bid Proposal amount

_____	CERTIFIED CHECK
_____	CASHIER'S CHECK
<u>X</u>	BID BOND
_____	MONEY ORDER
_____	OTHER SECURITY

CONTRACTOR: McGuire and Hester

By

[Signature]
(Signature)

Travis O'Connor

(Print or Type)

Title VP/Chief Estimator

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

Telephone No. 916 372-8910

Fax No. 510 296-8351

email address sacestimating@mcguireandhester.com

FOR CITY USE ONLY

Bid Bond Security

☐ Properly Signed	☐ Improperly Signed
☐ Not Included	☐ Not Required

Type of Deposit

☒ Bid Bond	☐ Cashier/Certified Check
☐ Other	Initial: _____

Contractor's License No. 95879

Expiration Date 11/30/2027

Tax I.D. Nos.- Fed. 94-1074934

City of Sacramento Business Operation Tax Certificate No.

(City will not award contract if Certificate Number is missing.)

Type A, B, C21, C27, C31, HAZ

State California

127456

MCGUIRE AND HESTER

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

127456/GNB32015-01640

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

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

McGuire and Hester

1016 North Market Blvd., Suite 20

Sacramento, CA 95834

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

MC GUIRE AND HESTER

SACRAMENTO

Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **MCGUIRE & HESTER**
Business Address **9009 RAILROAD AVE**
Owner **BROCK GRUNT**
Type of Business **Architects & Engineers**
Tax Classification **Gross Receipts**
Expires **12/31/2026**
Mailing Address **CLAUDIA ORTEGA**
MCGUIRE & HESTER
9009 RAILROAD AVE
OAKLAND, CA 94603-1245

127456



127456

TOTAL PAID:
\$258.82

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/>

RECEIVED

NOV 25 2025

MCGUIRE AND HESTER**MCGUIRE AND HESTER**



County of Sacramento General Business License



**MCGUIRE AND HESTER
MCGUIRE AND HESTER
2810 HARBOR BAY PKWY
ALAMEDA, CA 94502**

License Number: **GNB32015-01640** Expiration Date: **MAY 31, 2027**
Issue Date: **JUNE 01, 2015**
Owner Name: **MCGUIRE AND HESTER**
Business Name: **MCGUIRE AND HESTER**
Location: **1016 N MARKET BLVD, STE 20
SACRAMENTO, CA 95834**
Business Activities: **ADMINISTRATIVE SERVICES**

This License is approved with the following conditions. Failure to comply with the following conditions may result in revocation of this license and civil or criminal penalties.

SEE THE ENCLOSED NOTIFICATION OF POTENTIALLY APPLICABLE CODES AND ORDINANCES. LICENSEE SHALL ABIDE BY ALL APPLICABLE COUNTY REGULATIONS, STATE AND FEDERAL LAWS. SIGNAGE ONLY ALLOWED ON 50% OF ANY WINDOW PANE. OFFICE USES ONLY.

**License not transferable. Not Valid at any other location.
Post in public view in a conspicuous place.**

APPL2015-02248

**Chad Rinde
Director of Finance**

Department of Finance, Tax Collection and Licensing
700 H Street, Room 1710, Sacramento, California 95814
phone (916) 874-6644 | finance.saccounty.gov

MCGUIRE AND HESTER

Local status is applicable to the following:

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

City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	McGuire and Hester
Prime Contractor Address	1016 North Market Blvd., Suite 20, Sacramento, CA 95834
(REQUIRED) Prime Contractor DIR Registration #	10000000033

Date	5/20/2026
Bid Amount	\$ 2,073,928.40
Is Prime LBE?	☒ Yes ☐ No

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	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
FUSION Penetration Service 111 9151 3308 S. Wetzer Road Loomis, CA Rick Kaleb 916-216-7941	1001157322	☐ Yes ☒ No	Rebar	\$ 138,500.00
SDI Services 759193 1143 Blumenfeld Dr. Sacramento, CA 95815 Jon Ferla 916-638-1766	1000004496	☒ Yes ☐ No	Drilling	\$ 75,980.00
L. Johnson Construction, Inc. 446670 1560 West Bond St. Gardena, CA 90249 Larry Johnson 310-408-3819	1000010110	☐ Yes ☒ No	Sound wall masonry	\$ 446,458.20

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: McGuire and Hester

Signature	Title	Travis O'Connor, VP/Chief Estimator	Date	5/20/2026
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Form Revised
3/9/15

MC GUIRE AND HESTER

City of SACRAMENTO

**Subcontractor and Local Business Enterprise Participation Form
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	McGuire and Hester
Prime Contractor Address	1016 North Market Blvd., Suite 20, Sacramento, CA 95834
(REQUIRED) Prime Contractor DIR Registration #	10000000033

Date	5/20/2026
Bid Amount	\$
Is Prime LBE?	☒ Yes ☐ No

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	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		☐ Yes ☐ No		\$
Address				
City, State, Zip				
Contact Person				
Phone				
Business Name		☐ Yes ☐ No		\$
License Number				
Address				
City, State, Zip				
Contact Person				
Phone				
Business Name		☐ Yes ☐ No		\$
License Number				
Address				
City, State, Zip				
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 McGuire and Hester

[Signature]
Signature

Travis O'Connor, VP/Chief Estimator

Title

5/20/2026

Date

Form Revised
3/9/15

MCGUIRE AND HESTER

City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
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	Travis O'Connor, VP/Chief Estimator	5/20/2026
Signature	Title	Date

Form Revised
3/9/15

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	Travis O'Connor, VP/Chief Estimator	5/20/2026
Signature	Title	Date

Form Revised
3/9/15

McGUIRE AND HESTER

City of SACRAMENTO

**Subcontractor and Local Business Enterprise Participation Form
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PRINCIPAL OF FIRM: McGuire and Hester

	Travis O'Connor, VP/Chief Estimator	5/20/2026
Signature	Title	Date

Form Revised
3/9/15

McGUIRE AND HESTER



BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address) <u>McGuire and Hester</u> <u>1016 North Market Blvd., Suite 20, Sacramento, CA 95834</u>	Type of Organization ("X" one) ☐ Individual ☐ Partnership ☒ Corporation ☐ Limited Liability Co. ☐ Other: _____ State of Organization formation: <u>California</u>
SURETY (Name and business address,) <u>Western Surety Company</u> <u>2121 N. California Blvd., Suite 760</u> <u>Walnut Creek, CA 94596</u>	(agent name and phone number) <u>Gallagher Brokerage & Insurance</u> <u>Solutions, Inc.</u> <u>415-391-2141</u>
a corporation duly organized under the laws of the State of <u>South Dakota</u> and duly licensed to issue this bond as authorized by the State of California. California License No. <u>California Company ID #: 0761-7</u>	

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

THE CONDITION OF THIS OBLIGATION IS -

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

Project Name: NORTHGATE BLVD FENCE REPLACEMENT - PHASE I PROJECT
Project Number: T15046102
Bid Transaction Number: B26151111019

AND if the City awards the contract for the project to the Principal within the time and manner required under the invitation to bid, and the Principal (i) enters into a written contract, in the prescribed form, in accordance with the bid proposal, (ii) files two bonds with the City to guarantee faithful performance and payment for labor and materials, and (iii) files the required insurance policies with the City, all as required by the invitation to bid or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect. The Surety agrees that this obligation is not impaired by any extensions of the time for the award of the contract Principal may grant to City, and any notice to Surety of such time extension is waived. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

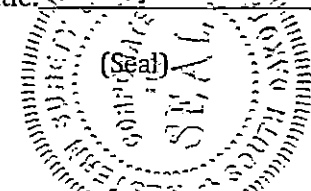
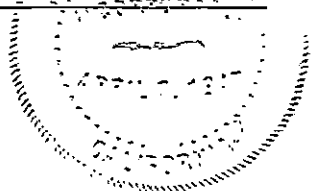
IN WITNESS WHEREOF, Surety has executed this Bid Proposal Guarantee on the day set forth in the attached notary acknowledgment. Attach Surety power of attorney form to verify signator's authority.

Principal/Contractor: McGuire and Hester

By: [Signature]
Name: Travis O'Connor
Title: VP/Chief Estimator

Surety: Western Surety Company

By: [Signature]
Name: Yvonne Roncagliolo
Title: Attorney-In-Fact



Revised: 2020

MCQUIRE AND HESTER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

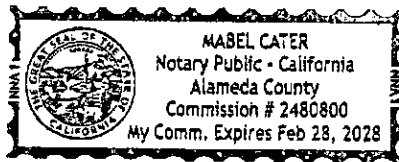
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sacramento)
 On May 13, 2026 before me, Mabel Cater, Notary Public
 Date Here Insert Name and Title of the Officer
 Personally appeared Travis O'Connor
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mabel Cater
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond Document Date 5/11/2026
 Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name <u>Travis O'Connor</u>	Signer's Name _____
☒ Corporate Officer—Title(s) <u>VP/Chief Estimator</u>	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____

Signer Is Representing McGuire and Hester Signer Is Representing _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Contra Costa

On 5-11-2020 before me, Christina Parsons, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Yvonne Roncagliolo
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Yvonne Roncagliolo

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

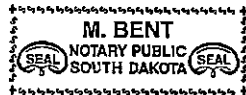
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

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

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of May, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

McGuire and Hester

Name of Contractor

1016 North Market Blvd., Suite 20, Sacramento, CA 95834

Address

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

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

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

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

the domestic partner or to the spouse.

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

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

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

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

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

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

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

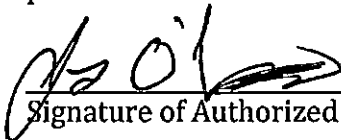
for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

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

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

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



Signature of Authorized Representative

5/20/2026

Date

McGuire and Hester

Print Name

Travis O'Connor, VP/Chief Estimator

Title



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

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

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

You May ...

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

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also ...

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

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

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

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

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**
95879 A, B, C21, C27, C31, HAZ Exp. 11/30/2027
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
☐ Yes ☒ No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
☐ Yes ☒ No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
☐ Yes ☒ No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

☐ Yes

☒ No

☐ Not applicable

OR

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

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

☐ Yes

☐ No

☒ Not applicable

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes

☐ No

N/A

OR

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

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

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)
EH = total hours worked by all employees during the calendar year
200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

☐ Yes

☒ No

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

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

☐ Yes

☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

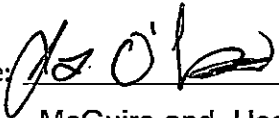
RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Sacramento, CA, on 5/20/26.
(Location) (Date)

Signature: 

Print name: McGuire and Hester

Title: Travis O'Connor, VP/Chief Estimator

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

TITLE VI

Title VI Language

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) *Compliance with Regulations:*

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) *Nondiscrimination:*

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:*

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) *Information and Reports:*

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) *Sanctions for Noncompliance:*

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) *Incorporation of Provisions:*

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the (Name of Appropriate Administration) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TITLE VI

Title VI Language

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

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In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) *Information and Reports:*

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) *Sanctions for Noncompliance:*

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (**Recipient**) shall impose such contract sanctions as it or the (**Name of Appropriate Administration**) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) *Incorporation of Provisions:*

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (**Recipient**) or the (**Name of Appropriate Administration**) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (**Recipient**) to enter into such litigation to protect the interests of the (**Recipient**), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C&D Debris Waste Management Plan

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

Form
submitted by:

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

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit, if applicable, is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: _____
Contractor: _____
Address: _____

Engineering
Estimate: _____
Phone: _____
Email: _____

B. Briefly describe the project:

C. Materials Required to be Recycled

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

50%
of all debris
must be recycled

D. Material Management

1. How will C&D debris will be stored on the project site: _____ Mixed C&D _____ Source-Separated
2. Company to haul away debris: _____
3. Facilities to receive debris: _____

C&D Debris Waste Management Plan

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

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/utilities/>.

1. **Self-haul or self-hauling:** This is when the general contractor or a subcontractor who is doing work on the project hauls their own waste materials for recycling or disposal. Note that a jobsite cleanup crew is not doing other work on the project and is not self-hauling. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation:** This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris:** This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL Clean Wood Waste** (unpainted, untreated lumber, plywood and OSB), **Inert Materials** (concrete, asphalt paving, brick, block, and dirt), **Wooden Pallets**, **Scrap Metal**, and **Corrugated Cardboard** must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

Recovery Stations & Landfills

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

More updated information can be found online at:

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

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

C&D Debris Waste Log

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

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

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

SPECIAL PROVISIONS

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(PN: T15046102)

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**SPECIAL PROVISIONS
FOR
NORTHGATE BOULEVARD FENCE REPLACEMENT PROJECT
PHASE 1
BETWEEN WILSON AVENUE AND RIO TIERRA AVENUE
(PN: T15046102)**

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

The following items of work are to be performed in these Special Provisions:

The construction of new sound walls along the west side of Northgate Boulevard at various locations between the intersections of Wilson Avenue and Rio Tierra Avenue. There are five (5) proposed sound walls within the project limits. Sound Wall Numbers 3 and 7 are to be included in the project at a minimum as the base bid. Sound Wall Numbers 2, 4, and 5 are to be bid upon separately as an alternative bid and only included within the contract if authorized by the City in writing. The base bid will be used as the basis of comparison between contractor proposals.

The work includes removal of existing private improvements including, but not limited to, fencing, sheds, concrete, and vegetation, and placing new soundwalls, fencing, decorative boulders, and sidewalks.

1.2 SPECIFICATIONS

The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the City Standard Specifications of the City of Sacramento, adopted November 2020, referred to herein as "Standard Specifications" and any amendments. Reference is also made to California Department of Transportation 2025 Standard Specifications, updated October 2025, referred to herein as "State Standard Specifications" and any amendments. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications unless otherwise specified in these Special Provisions.

1.3 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.01, "General," of the State Standard Specifications and these special provisions. Contractor shall procure all items and permits necessary for completion of the work prior to setting traffic control or beginning work.

1.4 COMPLETION TIME

The time limit for the completion of all items of work is Eighty (80) working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of Eighty (80) working days.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest setting forth in what respect the Contractor disagrees with the working day statement, otherwise the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

1.5 TIME OF AWARD

Section 3-2, "Time of Award," of the Standard Specifications is hereby amended for this project. Time of Award for this contract shall be made within Sixty (60) calendar days after opening of the proposals to the lowest responsible bidder.

1.6 PROVIDING BONDS AND SURETY

The Contractor shall provide signed agreement and surety bonds within ten (10) calendar days after receipt of notice to award by the City and prior to award by the City Council. The Contractor shall be reimbursed for all surety bond costs should the City Council not award a contract.

1.7 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to William Shunk of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-2986, or wshunk@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer immediately but at least two (2) weeks prior to the bid opening date.

1.8 BID EVALUATION PROCESS

Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Bid Proposal only. The Alternative Bid amount will not be used to

evaluate Bidder proposal and may or may not be added to the contract at the City's discretion. The City reserves the right to not award the Alternative Bid work.

Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected Bid Proposal to evaluate the bids. The City reserves the right to reject or accept bids based on discrepancies between the stated Bid Proposal price and the actual mathematical total of the Bid Proposal.

1.9 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET

The Contractor and its subcontractors must not use 28th Street south of E Street as part of any haul route to and from the Bell Marine Co., Inc./ Harbor Sand and Gravel located at 200 28th Street. Acceptable routes to and from the facility are as follows:

To enter facility:

North on 30th Street
West on E Street
North on 28th Street

To exit facility:

South on 28th Street
East on C Street
South on 29th Street

The Contractor shall be assessed an administrative penalty of \$500 for each Contractor or subcontractor dump truck that uses 28th Street South of E Street to enter or exit the Bell Marine Co., Inc./Harbor Sand and Gravel.

1.10 CERTIFICATE OF COMPLIANCE

The Contractor shall provide the Engineer with a manufacturer's "Certificate of Compliance" at the Engineer's request within two weeks. The Certificate of Compliance shall clearly show that the material, equipment and/or work is in compliance with the tests and specifications set forth in these contract documents.

1.11 GOLD SHOVEL STANDARD PROGRAM

On July 20, 2018, the City of Sacramento became the first municipality in California to become a Gold Shovel Certified Community. As such, the City of Sacramento is highly encouraging its contractors bidding on City projects to become Gold Shovel Certified. The Gold Shovel Standard Certification was developed to ensure that hired contractors adhere to the safest excavation standards. To learn more about the Gold Shovel Standard certification process, please visit the following website: www.goldshovelstandard.org.

1.12 COMMUNITY WORKFORCE TRAINING REQUIREMENTS

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

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

1.13 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.015 "Final Pay Items" of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

1.14 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment, materials, or supplies to be considered as an approved equal must be submitted to the City contact listed in PREBID INTERPRETATION OF CONTRACT DOCUMENTS, for approval no less than ten (10) calendar days prior to the bid opening date. If the City finds said equipment, materials, or supplies to be acceptable, an addendum will be issued notifying all bidders by the close of business on Friday before the bid opening date. If there is no addendum accepting an approved equal, bidders shall submit bids based on the original specified equipment, materials, or supplies.

1.15 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor shall be available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:
 - a. Chapter 6.5, Division 20, California Health and Safety Code.
 - b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.
 - c. City of Sacramento Building Code and the current edition of the Uniform Building Code.
2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.
3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

1.16 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof.

1. At a minimum the Contractor shall coordinate his operations with the following:

- Underground Service Alert
Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (5) working days prior to any excavation.
- Regional Transit (RT)
At least ten (10) working days prior to any work, the Contractor shall contact the Regional Transit (RT) Dispatcher at (916) 321-2897 and notify RT that traffic restrictions will be in effect and that bus stops may be temporarily out of service.
- Smythe Academy
Contractor shall notify Ken Dandurand, principal at Smythe Academy, at (916) 566-2740 at least 10 working days before the start of construction.
- Private Property Owners and Tenants
Contractor shall notify property owners and tenants at least ten (10) working days before commencing any work on private property. Property owner and tenant contact information will be provided to the contractor after execution of the construction contract.

The cost of coordination shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

1.17 PROJECT SCHEDULING

Project schedule shall conform to Section 8-1.02A "General" and 8-1.02C "Level 2 Critical Path Method Schedule" of the State Standard Specifications, except that the cost for preparing and maintaining the project schedule shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

1.18 PROTECTION OF EXISTING IMPROVEMENTS

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for their accuracy.

The Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 and Section 4217.

The Contractor's attention is directed to Section 4-2 and Section 6-19 of the Standard Specifications. Existing improvements, utilities, and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, grass, fences, mailboxes, walls and other improvements including existing pavements, sidewalks, street improvements, sprinkler systems and underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period.

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.

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

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

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

The cost of relocating existing overhead or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

No compensation will be paid to the Contractor for the maintenance and protection of existing utilities and public or private facilities. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.19 TRAFFIC CONTROL, PUBLIC SAFETY AND CONVENIENCE

The contractor's attention is directed to Sections 6 and 7 of the Standard Specifications.

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

The contractor shall adhere to guidelines as stated in Section 12.20.030 of Title 12 of the Sacramento City Code pertaining to Traffic Control Plan – Requirements, and shall conform to the current edition of the California MUTCD. Particular attention is directed to Chapter 6D – Pedestrian and Worker Safety and Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians.

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the material involved and no additional compensation will be allowed

therefor. No payment will be made for material placed in excess of that required for the structural section.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a relatively smooth and even surface satisfactory for use by public traffic at all times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks during construction.

The plans shall be developed with the following requirements:

1. Working hours shall be between 8:00 AM and 4:00 PM Monday through Friday, unless otherwise approved by the Engineer.
2. Weekend work from 8:00 am to 6:00 pm may be approved by the Engineer.
3. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the City.
4. The Contractor shall maintain at least one travel lane each direction at all times on **Northgate Boulevard** unless otherwise approved by the Engineer. All roadways intersecting Northgate Boulevard within the project limits must remain open to two-way traffic at all times unless otherwise approved by the Engineer.
5. The Contractor shall furnish, install temporary striping, and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular, pedestrian, and bicycle traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
6. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.
7. Residential driveways may only be closed after giving property owners 24-hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

8. Commercial driveways may only be closed after giving property owners 5-day notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.
9. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations within construction limits during non-working hours.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in traffic control, public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.20 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

The Contractor may use concrete slip form machines to construct concrete curbs, gutters, and sidewalks. The Contractor must maintain proposed lines and grades as shown on the plans. For curbs constructed on existing pavements, the contractor must construct the curb to eliminate any uneven lines and top of curb grade elevations. If in the sole discretion of the Engineer, these lines and grades are not maintained, the Contractor shall remove and replace the concrete at his/her costs.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

1.21 TRAFFIC CONTROL FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor's construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

1.22 PUBLIC NOTIFICATION

The Contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, 7 days a week.

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the

public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.23 REMOVAL OF ON-STREET PARKING

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones.

"NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require rescheduling of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and payment of all fees required to perform all work, as specified in these Special Provisions and as directed by the Engineer and shall be considered as included in the prices paid for the various contract items of work. No additional compensation will be allowed therefor.

1.24 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

Equipment list and drawings shall be in accordance with Section 34-3 of the Standard Specifications and these Special Provisions.

Unless otherwise permitted in writing by the Engineer, the Contractor shall, within twenty (20) days following notification of award of the contract submit to the Engineer for approval a listing of equipment and material which he/she proposes to furnish and install. The list shall be complete as to name of manufacturer, size and catalog number of unit, and shall be supplemented by other data, including detailed scale drawings and wiring drawings. A minimum of five (5) copies of the above data shall be submitted to the Engineer for review and approval.

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, signal heads, standards, electroliers, luminaries, service pedestal and all other electrical equipment indicating that the orders for the materials required for

this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.

All substitutions are subject to the approval of the Engineer.

1.25 PROOF OF COMPLIANCE WITH CONTRACT

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.26 RECORD DRAWINGS

Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all facilities as-built. Drawings shall be kept current weekly, with all work instructions and Change Orders, accommodations, and construction adjustments. Drawings shall be subject to the inspection by the Engineer at all times, and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to City's acceptance of the Work, Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings, accurately showing all the information required above. If the Engineer does not approve the record drawings, Contractor shall revise and resubmit the record drawings as necessary to obtain the Engineer's approval. If Contractor fails to comply with the requirements of this section, the City may deduct and retain the cost of preparing the record drawings from the Contract.

1.27 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

1.28 PAVEMENT CUTTING AND RESTORATION

Pavement cutting and restoration shall conform to the provisions of Section 13-4 of the Standard Specifications and these Special Provisions.

No pavement cutting shall precede pavement excavation by more than seven (7) calendar days unless approved by the Engineer. Prior to excavation in paved areas, pavement will be broken within the limits of expected excavation so as to prevent lifting of the pavement during excavation. Prior to restoration, the pavement shall be sawed or scored with an abrasive type pavement cutter

(maximum blade width 1/4"). The proper tools and equipment shall be used so that the pavement will be cut to a neat and straight line six inches (6") beyond the limits of actual excavation.

Where pavement cutting in a street section takes place more than five (5) calendar days before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins.

Where the limits of excavation are located within twelve (12") of the edge of existing roadway edge of pavement or lip of the curb and/or gutter, the existing pavement within this twelve inches (12") shall also be removed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for all work involved in this item shall be considered as included in the unit price bid for roadway excavation.

1.29 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, at urbanforestry@cityofsacramento.org. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

If, during construction, tree roots two inches (2") in diameter or greater are encountered from trees or vegetation shown on plans to remain, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

If construction activities will affect any of the limbs of the trees, the Contractor shall consult a certified arborist (certified by International Society of Arboriculture, Western Chapter) prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.30 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, at urbanforestry@cityofsacramento.org and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the

Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.

Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in the Clearing and Grubbing line item.

1.31 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

If artifacts or stone, bone, or shell are uncovered during construction activities, the Contractor shall stop work within 100 feet of the find and notify the City, who will consult with a qualified archaeologist for an on-the-spot evaluation. Additional mitigation of the archaeological site will be the responsibility of the City. If bone is found and it appears to be human, the City will notify the Sacramento County coroner and the Native American Heritage Commission (916-322-7791).

1.32 HEALTH AND SAFETY

The Contractor is warned that existing sewers and appurtenances have been exposed to sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

1.33 PERMITS AND STAGING AREA

If the Contractor decides he/she needs additional working easement areas, work sites or material sites to facilitate his operation, it shall be his sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and material sites.

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property.

Prior to work within the City-owned property, a right of entry must be obtained through the City of Sacramento Real Estate division. Contact Richard Sanders (916) 808-7034, RSanders@cityofsacramento.org, and submit a written application for right of entry a minimum of 2 weeks prior to required entry.

An application for the right of entry must detail the full legal name of the company, the company's main point-of-contact, the name of the person(s) responsible for signing the right of entry including his or her title, dates and durations of requested entry, activities requiring entry, proposed work hours, a description of any materials and equipment to be stockpiled and areas where stockpiles will be kept depicted on a detailed aerial exhibit, fueling or maintenance operations planned, and any other potentially hazardous materials that may be located on site, as well as any other pertinent information related to the project that should be disclosed.

All areas lying outside of the street right-of-way which are affected by the work shall be restored to the same, or better condition existing prior to the commencement of the work, to the satisfaction of the Engineer.

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

1.34 STORMWATER QUALITY, EROSION, AND SEDIMENT CONTROL

Stormwater Quality, Erosion, and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

2. ITEMS OF THE PROPOSAL

ITEMS NO. 1A AND 1B - PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall conform to Section 11 of the Standard Specifications.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in taking preconstruction photographs as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 2A AND 2B - CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 12 and 13 of the Standard Specifications and these Special Provisions. The removal of the existing facilities such as paving, concrete, asphalt, base material, native material, brick, curb, gutter, and sidewalk within clearing and grubbing limits shall be part of the "Roadway Excavation and Grading" item and shall not be paid for under this item.

Clearing and grubbing on private property shall be performed within the limits shown on the plans and include the removal of all features that interfere with the construction of the soundwall that are not included in another pay item. Salvageable materials shall be provided to the property owner upon their request. Excess material shall become the property of the Contractor and be disposed of away from the project site

Public Sprinkler/irrigation system pipes and heads which interfere with proposed improvements shall be relocated outside the work area or six (6) inches below the grading plane as part of this item. The Engineer shall be notified in writing of the relocation two (2) working days prior to its initiation. The existing sprinkler/irrigation system relocation shall be completed within three (3) working days of the initiation of work. Salvaged irrigation material shall be returned to the City along with other City facilities shown on the Plans to be removed. All other excess material shall become the property of the Contractor and be disposed of away from the project site.

Trees with branches that overhang the property line in conflict with the proposed wall that are not identified for removal shall be trimmed per the "Tree Trimming" section of these special provisions and paid for with this item.

This item shall also include the removal of vegetation, trees, and shrubs that conflict with the proposed wall within the clearing and grubbing limits as shown on the plans that and are not labeled to remain or removed under the "Tree to Remove" item.

The cost for removing garden refuse piles placed within public road right of way along the west side of Northgate Boulevard within the project limits during construction shall be included in the lump sum price bid for clearing and grubbing.

Payment shall be at the final lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in clearing and

grubbing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 3A AND 3B - POTHOLING BY HYDRAULIC EXCAVATION

Potholing shall consist of hydraulic excavation with a vacuum truck where directed by the Engineer to fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined. The exact location and final number of potholes shall be determined in the field by the Engineer after the underground facilities have been marked in the field through Underground Service Alert (USA).

The Engineer will request potholing where potential conflicts exist between existing facilities identified through USA in the field and the proposed improvements. In the event existing and proposed facilities are found to be in conflict after potholing, the Engineer reserves the right to change the alignment and grade of the proposed improvements. The Contractor shall not commence work on the proposed improvements until the Engineer has determined the need for potholing and gives the Contractor clearance to proceed with the proposed improvements.

In the event lowering, raising or realignment of the proposed improvements are necessary because of conflicts, and the realignment materially changes the character of the planned work, increases or decreases in the unit cost of the work shall be established per the provisions of Sections 4 and 8 of the Standard Specifications.

A total of ten (10) non-consecutive working days shall be planned for in the Contractor's schedule for potholing work as specified in this item. The Contractor shall schedule the work such that potholing does not affect any critical path activities. No contract working day extensions shall be granted to the Contractor for potholing work.

Backfilling of potholing excavations shall be per Sections 13-4 and 14-3 of the Standard Specifications. The cost for backfilling and street surface restoration shall be included in the unit price bid for this item and no additional compensation shall be made. Surface restoration in paved areas not planned to be reconstructed with this project shall match the existing pavement section and be a minimum of 4" AC on 6" Class 2 AB per Standard Drawing No. T-80.

The quantity of potholing contained in the bid proposal has been specified for the purpose of establishing a reasonable unit price for this item. The Engineer reserves the right to decrease the specified quantity in its entirety or increase it as necessary for the proper completion of the work. Notwithstanding the provisions of Section 4 of the Standard Specifications, no adjustment to the unit price will be made, nor will any monies be due to the Contractor for any change in the quantity specified in the bid proposal.

Potholing may be performed by saw cutting a hole in concrete or asphalt and hydraulically excavating material as to not damage utilities or another approved method may be used. The maximum depth of pothole will be determined by the depth of utility. The diameter of the pothole shall not exceed 6 inches unless approved by Engineer.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in potholing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 4A AND 4B - ROADWAY EXCAVATION AND GRADING

Excavation and grading shall conform to Section 14 of the Standard Specifications and these Special Provisions.

Excavation shall include sawcutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), brick, pavers, curbs, sidewalks, native material and soil to allow construction of improvements to the lines and grades shown on the Plans. This item shall include grading behind the proposed wall necessary to match the existing grades and improvements.

This work shall include excavation and grading necessary to construct the proposed wall, pavement section, ditch grading and ditches, median, curb, gutter, sidewalk, driveways, walkways and shall include finish grading to match the back of wall to surrounding grade using a maximum 1.50% slope per the construction plans. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans within the clearing and grubbing limits.

All existing asphalt pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans and in accordance with Section 13 of the Standard Specifications.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The Contractor shall exercise extreme care to avoid damaging private improvements, curb and gutters, sidewalks, and planting areas during excavation operations. Concrete damaged by the Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer's direction. The cost of repairs to damaged concrete shall be considered as included in this item, and no separate payment shall be made therefor.

Payment shall be made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading shall be included in the unit bid price for this item and shall not be made separately.

Payment shall be based on final pay quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with roadway excavation and grading as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 5A AND 5B - AGGREGATE BASE CLASS 2 TO PLACE

Aggregate base Class 2 shall be placed as shown on the Plans and conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

This item shall include placing aggregate base Class 2 in the pavement section, shoulder area, and under the proposed curb, gutter, sidewalk and driveways.

Payment shall be made at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing aggregate base Class 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 6A AND 6B - 3 1/2" PCC SIDEWALK TO CONSTRUCT

Portland cement concrete (PCC) sidewalk shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

At locations where curb ramps or sidewalk are being retrofitted into existing sidewalk areas, concrete shall match existing color by adding one pound of lamp black per cubic yard of concrete.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 3-1/2" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 7A AND 7B - CURB AND GUTTER TYPE 2 TO CONSTRUCT

Portland cement concrete curb and gutter type 2 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of the curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp black per cubic yard of concrete.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 8A AND 8B - SHED TO REMOVE

Removal of sheds at those locations shown on the plans shall conform to Section 12 of the Standard Specifications and these Special Provisions and as directed by the Engineer.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing sheds as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 9A AND 9B - TREE TO REMOVE

Removal of trees shall conform to Section 12 of the Standard Specifications and these Special Provisions and as directed by the Engineer.

Section 12-1 of the Standard Specifications is amended as follows:

“For the purpose of this section trees shall be considered as having a trunk diameter of twelve inches (12”) and greater measured at a height of four and a half feet (4’-6”) above the ground. For multi-stemmed trees at this height, it shall only be considered a tree if an individual trunk measures twelve inches (12”) or greater in diameter. A summation of branching trunk diameters at this height shall not be considered in the classification of a tree.”

Removal of trees with a singular diameter of twelve inches (12”) or greater measured at a height of four and a half feet (4’-6”) above the ground shall be paid for under this item. All other vegetation within the clearing and grubbing limits as shown on the plans shall be removed under the “Clearing and Grubbing” item.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing trees as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 10A AND 10B - WALL TO REMOVE

Removal of concrete masonry unit walls at those locations shown on the plans shall conform to Section 12 of the Standard Specifications and these Special Provisions and as directed by the Engineer. Contractor shall replace any intended to remain wall material that is damaged with new material of equal quality or better.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing walls as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 11A AND 11B - GATE TO REMOVE

Removal of gates at those locations shown on the plans shall conform to Section 12 of the Standard Specifications and these Special Provisions and as directed by the Engineer.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing gates as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 12A AND 12B - FENCE TO REMOVE

Removal of fences at those locations shown on the plans shall conform to Section 12 of the Standard Specifications and these Special Provisions and as directed by the Engineer. Fence removal shall include removal of posts, rails, boards, privacy screens, chain link panels, concrete pillars, concrete masonry unit columns, footings, wood buttresses, and other fencing components. Contractor shall replace any intended to remain fencing material that is damaged with new material of equal quality or better. Where fences are removed, the Contractor has the option of constructing the replacement fence or wall during the same work shift or using a temporary six-foot (6') chain link fence to protect the existing property. The property must be protected by fencing at all times during non-working hours.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing fences as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Existing fences that are constructed back-to-back and are to be removed, shall be paid for as separate lengths, as shown on Plans.

ITEMS NO 13A AND 13B - WOOD FENCE TO CONSTRUCT

Contractor shall construct six-foot (6') wood fence at those locations shown on the Plans, as directed by the Engineer, and in accordance with Section 13 and 31 of the Standard Specifications.

Payment for temporary fencing shall be included in the cost of this item.

The Engineer shall determine the amount and exact limits of fence to be constructed in the field. Measurement for payment shall be based upon the actual length of fence constructed. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing wood fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 14A AND 14B - 4-FT WOOD FENCE TO CONSTRUCT

Contractor shall construct four-foot (4') wood fence at those locations shown on the Plans, as directed by the Engineer, and in accordance with Section 13 and 31 of the Standard Specifications.

The Engineer shall determine the amount and exact limits of fence to be constructed in the field. Measurement for payment shall be based upon the actual length of fence constructed. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing 4-ft wood fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 15A AND 15B - CHAIN LINK FENCE TO CONSTRUCT

Contractor shall construct six-foot (6') chain link fence at those locations shown on the Plans, as directed by the Engineer, and in accordance with Section 13 and 31 of the Standard Specifications.

The Engineer shall determine the amount and exact limits of fence to be constructed in the field. Measurement for payment shall be based upon the actual length of fence constructed. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing chain link fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 16A AND 16B - 4-FT CHAIN LINK FENCE TO CONSTRUCT

Contractor shall construct four-foot (4') chain link fence at those locations shown on the Plans, as directed by the Engineer, and in accordance with Section 13 and 31 of the Standard Specifications.

The Engineer shall determine the amount and exact limits of fence to be constructed in the field. Measurement for payment shall be based upon the actual length of fence constructed. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing 4-ft chain link fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 17A AND 17B - FENCE TO RESET

Contractor shall remove and reset existing fence at those locations shown on the Plans, as directed by the Engineer, and in accordance with Section 13 of the Standard Specifications.

The Contractor, where possible, shall use existing fence material from the respective property in the resetting of fences. The fence may need modifications to conform to new grades. The cost for any modifications to the existing fence materials or abutting surface shall be included in this item. Contractor shall replace any fence material damaged with new material of equal quality or better.

Where fences are removed for resetting, the Contractor has the option of resetting the fence during the same work shift or using a temporary six-foot (6') chain link fence to protect the existing property. The property must be protected by fencing at all times. Payment for temporary fencing shall be included in the cost of fence removal.

The Engineer shall determine the amount and exact limits of fence to be reset in the field. Measurement for payment shall be based upon the actual length of fence reset. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in resetting fence as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 18A AND 18B - GATE TO SALVAGE

Contractor shall remove and salvage existing gate at those locations shown on the Plans, as directed by the Engineer, and in accordance with Section 13 of the Standard Specifications.

The Contractor shall coordinate with the property owner and Engineer to move the salvaged gate and related materials to a location within the subject property. Contractor shall replace any gate material damaged with new material of equal quality or better.

Where gates are removed for salvaging, the Contractor shall place a temporary gate to protect the existing property at all times. Payment for temporary gates shall be included in the cost of this item.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in salvaging gate as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 19A AND 19B - FENCE TO SALVAGE

Contractor shall remove and salvage existing fence at those locations shown on the Plans, as directed by the Engineer, and in accordance with Section 13 of the Standard Specifications.

The Contractor shall coordinate with the property owner and Engineer to move the salvaged fence and related materials to a location within the subject property. Contractor shall replace any fence material damaged with new material of equal quality or better.

Where fences are removed for salvaging, the Contractor shall place a temporary fence to protect the existing property at all times. Payment for temporary fences shall be included in the cost of this item.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in salvaging fence as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 20A AND 20B - 2-TON BOULDER TO PLACE

This item shall consist of the furnishing and placing boulders as shown on the Plans in conformance with the applicable paragraphs of Section 10 of the Standard Specifications and these Special Provisions.

Boulders shall be set such that they are stable and approximately 1/4 of the thickness of the boulder is below grade and no more than 30" remains exposed above existing grade. Existing improvements, such as but not limited to, landscaping, irrigation, and fencing, shall be avoided to the extent possible. Contractor shall replace any existing improvements damaged with new material of equal quality or better and verify functionality.

Color of boulders shall be tan to gray.

Final color, location, position, and setting of the boulders to be approved by the Engineer.

Payment shall be at the unit price bid per each and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 2-ton boulder as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 21A AND 21B - 16" CAST-IN-DRILLED-HOLE CONCRETE PILING (SOUND WALL)

This item shall consist of the constructing CIDH concrete piling as shown on the Plans in conformance with the applicable paragraphs of Section 49 of the State Standard Specifications and these Special Provisions.

Payment shall be at the final unit price bid per lineal foot and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing CIDH concrete piling as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 22A AND 22B - STRUCTURAL CONCRETE, SOUND WALL

This item shall consist of the placing structural concrete, sound wall for the pile cap as shown on the Plans in conformance with the applicable paragraphs of Section 51 of the State Standard Specifications and these Special Provisions.

Payment shall be at the final unit price bid per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in placing structural concrete, sound wall as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 23A AND 23B - BAR REINFORCING STEEL (SOUND WALL)

This item shall consist of the installation of bar reinforcing steel (sound wall) within the pile cap as shown on the Plans in conformance with the applicable paragraphs of Section 52 of the State Standard Specifications and these Special Provisions.

Payment shall be at the final unit price bid per pound and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in installing bar reinforcing steel (sound wall) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS NO 24A AND 24B - SOUND WALL (MASONRY BLOCK)

This item shall consist of the installing sound wall (masonry block) as shown on the Plans in conformance with the applicable paragraphs of Section 58 of the State Standard Specifications and these Special Provisions.

Add to section 58-2.02B of the State Standard Specifications:

The color of the concrete masonry units must match colors and finish as shown on Plans of concrete masonry units products manufactured by Basalite Concrete Products or approved equal.

Add to section 58-2.03A of the State Standard Specifications:

The angle of internal friction (ϕ) to be used with the plans for the soil within the sound wall limits is 30 degrees.

Payment shall be at the final unit price bid per square foot and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in installing sound wall (masonry block) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

APPENDIX D

Labor Compliance Requirements for This Project

By submitting a bid for this project, you are agreeing to comply with the City's Labor Compliance Program



LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Jose R. Ledesma at jledesma@cityofsacramento.org, or Raquel Rich at rrich@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.

CITY OF SACRAMENTO



LABOR COMPLIANCE HANDBOOK 2015

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE



City of Sacramento

Labor Compliance

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 workers 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.

Labor Compliance Requirements (Prevailing Wage, SB 854 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 \$300. 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).

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>.

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

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STATE WAGE DETERMINATION

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)*

Our office will be glad to send you a copy of the wage determination, direct you to the appropriate website or answer any questions you may have. You may contact any of the compliance staff member's by referring to the previous contacts page.

Issue Date:

The State Wage Determinations are published twice a year; **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*

* **E f f e c t i v e** 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.

FEDERAL WAGE DETERMINATION

Web Site

The Federal Wage Determination can be found on-line by accessing the following web site:

<http://www.wdol.gov>

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).*

Applicable Federal Wage Determinations are included in the bid package.

Our office will be glad to assist you or answer any questions you may have. You may contact any of the compliance staff member's by referring to the contact information provided.

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 State and/or Federal Wage Determination.



Apprentices on Public Work Projects

Summary of Requirements

California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information
2. Employ registered apprentices
3. Make training fund contributions

Submit contract award information:

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 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.

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.

Employ registered apprentices:

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>

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.

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 click the following link <http://www.dir.ca.gov/databases/das/pwaddrstart.asp>

Ratios:

How many apprentices must I employ on a Public Works project?

At the end of the project, your straight time apprentice hours must equal a total of 1 hour for every 5 straight time journeyman hours for each separate craft. For example, if you have a total of 100 journeyman hours at the end of the project, you would need 20 apprentice hours in that same craft.

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.

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 [training fund contribution form](#) or a letter containing 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.

Subject to change for most recent documentation please click on the following link:

<http://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

Are you exempt?

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.

What is 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.

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.

How can I find the names of the applicable approved apprenticeship programs/committees?

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 our [interactive website](#)

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

- A. 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.
1. **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.
 2. 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 APPRETICEABLE TRADES/CRAFTS WITHIN SACRAMENTO
COUNTY**

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	Bricktender
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 play into the apprentice-able craft training program that is applicable.

This list is subject to change

The website to see the latest list of apprenticeable trades is:
<http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

STATE OF CALIFORNIA DEPARTMENT INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS
DISTRICT OFFICE

2424 Arden Way, Suite 160
Sacramento, CA 95825

APPRENTICESHIP COMMITTEES FOR SACRAMENTO COUNTY

Please visit: <http://www.dir.ca.gov/databases/das/aigstart.asp> to verify the committee for your specific trade.



State of California
Department of Industrial Relations

CA.gov | Contact DIR | Press Room

Search

This Site | California

Home | Labor Law | Workplace Safety | Workers' Comp | Self Insurance | Apprenticeship | Director's Office | Boards

Division of Apprenticeship Standards (DAS)

 Apprenticeship program information - search

[Description of apprenticeship programs](#) [Definitions used](#)

Search available apprenticeship programs
by selecting a county and an occupation group

Data is current as of 03/22/2013

Disclaimer
The following listing of registered program sponsors does not necessarily signify they are taking applications for apprenticeship or employment. Program sponsors determine individually when they will take applications. Please contact program sponsors to check on open application periods.

Select a county	All counties	▼
Select an occupation	All occupations	▼
		Search

[More information](#)

Division of Apprenticeship Standards (DAS)

 Quick Links

- ▶ Become an apprentice
- ▶ Find an apprenticeship program
- ▶ Find a registered apprentice
- ▶ Train employees through apprenticeship
- ▶ Use apprentices on public works projects
- ▶ I built it!
- ▶ Apprenticeship Council meetings
- ▶ DIR Laws and Regulations

 About DAS

- ▶ About Us (Overview of DAS)
- ▶ Contact
- ▶ Locations

DAS Home

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)

CAC Training Fund Contributions

*Payment of Training Fund Contributions **must be sent to the California Apprenticeship Council** (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

Overnight payments should be sent to:

California Apprenticeship Council (CAC)
455 Golden Gate Avenue, 9th floor
San Francisco, California 94102

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)

CAC - Public works training fund contributions

Division of Apprenticeship Standards (DAS)

Training Fund Search

This search function allows awarding agencies, labor and contract compliance organizations, contractors, and other interested parties to view and print a specific contractor's Training Fund contribution paid to the California Apprenticeship Council for the previous 24 months. The payment of the training funds is regulated by California Labor Code 1777.5(m) (1)

Please enter the contractor's license number to begin search.

If you do not know the contractor's license number you may search for it at this site: www.cslb.ca.gov

[For employers without a Contractor's license you may look up the id number that was assigned](#)

If you have any comments, questions or suggestions please send them to trainingfund@dir.ca.gov

Division of Apprenticeship Standards (DAS)

Quick Links

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About DAS

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[DAS Home](#)

About DIR	Work with Us	Learn More
Who we are	Licensing, registrations, certifications & permits	Site Map
DIR Divisions, Boards & Commissions	Notification of actives	Frequently Asked Questions
Contact DIR	Public Records Act	Jobs at DIR

PRE CONSTRUCTION DOCUMENTS



CITY OF SACRAMENTO
CALIFORNIA

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,

Receipt Acknowledge,

CONTRACT & COMP NAME Date
Contracts & Compliance Specialist

Signature Date

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME



Labor Compliance Requirements

DATE:
JOB:
PROJECT

Contract Administrator:
Labor Compliance Officer:
Project Manager:
Inspector:
Prime 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 § 1771, LC §1774). 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. *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:
(This is for all contracts, work or task orders executed that are over \$30,000)
 - ⇒ 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 must be uploaded into LCPTracker with proof of service included. 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 must be uploaded into LCPTracker with proof of service included. The form may be downloaded at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm> or under the e-Documents tab in LCPTracker.net
 - ⇒ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. **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. The apprentice certificate is to be uploaded into LCPTracker prior to approval. 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)** Input into LCPTracker.net and delivered to the DIR as of April 1, 2015. **The CPR's for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California. CPR's are due within ten (10) days of pay period end date.** CPR's shall contain the same information for compliance with **LC § 1776**. 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. A form signed by the employee is uploaded into LCPtracker.net. If the employer does not have a form there is one available in the eDocuments tab on LCPtracker.net

Listing of Subcontractors

Contractors and subcontractors are required to list all suppliers and subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

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)].

- ☐ 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 that **all compliance** is met by subcontractors and owner- operators. The Contractor **shall perform with its own organization** and with the assistance of workers under its immediate superintendence, work of a value not less than **twenty percent (20%)** of the value of all work in the contract.
- ☐ 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

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 appreciated. 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:

- a) If there is any contractor working as an "Independent Contractor", "Owner-Operator", "Sole Proprietor" or "Leased Worker" the certification form must be filled out.
- b) 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 contractors 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>

**REQUIRED
FORMS 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) _____ |

PLACE ON COMPANY LETTERHEAD

Date: April 25, 2014

INSERT PROJECT OWNER Address

INSERT PRIME SUBCONTRACTOR Address

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
SUBCONTRACTOR	
Name	Contact Name/Phone #
Address:	Email
City, State, Zip	Description of services
Contractor Lic. #	Estimated Start Date:
DIR Registration #	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE
Add additional pages if necessary.	

City of Sacramento

PW-300 Form

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract \$ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract \$ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract \$ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract \$ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract \$ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract \$ Value		LBE/EBE/DBE	

City of Sacramento

PW-300 Form

Add additional pages if necessary.

SUPPLIERS LIST

Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
SUPPLIER	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
SUPPLIER	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
SUPPLIER	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
SUPPLIER	
Name	Contact
Address:	Phone
City, State, Zip	Email
Description of materials	\$ Amount
SUPPLIER	

Add additional pages if necessary.

I have completed the documentation accurately and to the best of my knowledge. Signature: _____ Date: _____

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that 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: _____

HEALTHANDWELFARE

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S)USED/EFFECTIVE DATE			CONTRIBUTIONPERCLASSIFICATION/PERHOUR	
CONTRIBUTIONS	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

PENSION

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S)USED/EFFECTIVE DATE			CONTRIBUTIONPERCLASSIFICATION/PERHOUR	
CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

VACATION/HOLIDAY

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S)USED/EFFECTIVE DATE			CONTRIBUTIONPERCLASSIFICATION/PERHOUR	
CONTRIBUTIONS:	WEEKLY ☐	MONTHLY ☐	QUARTERLY ☐	ANNUALLY ☐

TRAINING

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S)USED/EFFECTIVE DATE			CONTRIBUTIONPERCLASSIFICATION/PERHOUR	
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 ☐	

How to Fill out the DAS 140 Correctly:

Process:

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 _____

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:

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.

7 ☐ **HISPANIC** -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.

(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)

C. Number of Dependents (Do not count yourself)

0 ☐ None

4 ☐ Four

1 ☐ One

5 ☐ Five

2 ☐ Two

6 ☐ Six or More

3 ☐ Three

(Voluntary)

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

(Voluntary)

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).

FORMS REQUIRED DURING THE LIFE OF THE CONSTRUCTION PROJECT



State of California

Department of Industrial Relations

CA.gov

Contact DIR

Press Room

Go to Search

Home

Labor Law

Workplace Safety

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Electronic Certified Payroll Records - Contractors

Welcome to the new online CMU Payroll Records Application.

- First time users will need to setup their account using the "First Time User button".
- You will need your Contractor ID (CSLB# or Professional #) to create an account.

The PWC 100 is an online notification system that requires public agencies to submit detailed public works project information (Awards) to the Department of Industrial Relations (DIR). Once the Award is in the system, Contractors will need to report their Certified Payroll Records.

Contractors will be able to upload Certified Payroll Records (CPRs) and Statements of Employer Payments (PW 26) through the eCPR application using PDF format. Prime contractors will be able to add their subcontractors to an Award so that subcontractors can upload their CPRs using the eCPR application. In order to upload CPRs and other payroll documents, contractors must be associated with one or more Awards.

If you have any questions, please contact CMU at PWC100@dir.ca.gov

Sign In

Email Address:

Password:

☐ Remember me on this computer

 Sign In

 First Time User

 Forgot Password

To create an account please select the First Time User button above.

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Public Records Act

Frequently Asked Questions

Copyright © 2013 State of California

<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>

<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>[4/7/2015 3:37:26 PM]

 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.

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:

[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)	
* State:			
* ZIP:			

* 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 V ARROW keys to select a list item.

	* County of Work	* Classification	* Hours (max: 9,999.99)	* Rate (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

TOTAL AMOUNT: \$ 0.00

When done with some or all the entries above please carefully review and then enter the code you see below:



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			
	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.			
NAME AND ADDRESS OF PUBLIC AGENCY AW ARDING CONTRACT	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 within 10 days of person meeting and needs to be uploaded. 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 person meeting, subs need to have this finished within 10 days of person meeting. 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 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. **E-mail support is available 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:

1. Department Of Industrial Relations (DIR):

Web-Link: <http://www.dir.ca.gov/>

Contact DIR: <http://www.dir.ca.gov/Contactus.html>

2. Division of Labor Standards Enforcement (DLSE):

Web-Link: <http://www.dir.ca.gov/dlse/dlsepublicworks.html>

3. 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>

4. 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)

5. Davis Bacon Wage Determination Rates:

Web-Link: <http://www.wdol.gov/dba.aspx>

6. Public Works Information- Frequently Asked Questions:

Web-Link: <http://www.dir.ca.gov/das/publicworksfaq.html>

7. 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.

APPENDIX E

CWTA

Requirements

CWTA IFB Language -Estimate Over \$1M

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

The Contractor must execute Addendum A to the CWTA ("Agreement to be Bound") and provide an executed original to the City before the contract can be awarded. Each subcontractor for Work covered by the CWTA, including subcontractors not listed at the time of bid or otherwise hired after contract award, must also execute Addendum A to the CWTA. No subcontractor may perform Work prior to executing Addendum A and providing the executed original to the City.

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

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

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

The failure to submit an Addendum A or to otherwise comply with the requirements of the CWTA on this project may also result in a future determination that the Contractor and/or subcontractor is not responsible (pursuant to City Code section 3.60.020) when bidding on future projects for the City of Sacramento.

EXHIBIT D

SUMMARY OF COMMUNITY WORKFORCE AND TRAINING AGREEMENT REQUIREMENTS

(Locally-Funded Projects)

Introduction

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

Application

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

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

Requirements

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

Utilize Union Hiring Halls. Pursuant to Article VIII of the CWTA, Contractor and its subcontractors performing construction work, in filing craft job requirements, must utilize and be bound by the registration facilities and referral systems established or authorized by the local unions that are signatories to the CWTA (except that Contractors shall have the right to select and hire directly all supervisors above general foreman, without going through the local union). **Please Note:** The CWTA has been amended, and no longer requires all employees performing Covered Work to pay working dues, fees required, or union membership to the applicable local union that is a signatory to the CWTA, unless the employee **elects** to join the union.

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

The Contractor must be prepared to discuss in detail: (i) the scope of work for each Contractor; (ii) craft

assignments; (iii) estimated number of craft workers required to perform the work; (iv) transportation arrangements; (v) estimated start and completion dates of the work; (vi) planned use of pre-fabricated materials; (vii) any specialized or technical work exempted¹ from the CWTA; and (viii) plan for reaching Local Hire and Priority Apprentice Goals. The meeting shall be held at a location mutually agreeable to the parties.

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

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

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

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

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

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

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

¹ Work can only be exempted with notice and agreement of Trades Council (see Section 2.3 of CWTA, as amended).

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

COMMUNITY WORKFORCE AND TRAINING AGREEMENT

CITY OF SACRAMENTO

INTRODUCTION/FINDINGS

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

1.3 "City" means the City of Sacramento.

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

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

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

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

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

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

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

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

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

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

ARTICLE II

SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

2.3 Exclusions from Covered Work

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III **EFFECT OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

JOINT LABOR/MANAGEMENT MEETINGS AND

PRE-JOB CONFERENCES

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

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

ARTICLE VI
NO DISCRIMINATION

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

ARTICLE VII
UNION SECURITY

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

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

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

ARTICLE VIII
REFERRAL

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

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

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

ARTICLE IX
LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT

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

9.1.1 Priority 1: Residents of the City of Sacramento.

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

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

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

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

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

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

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

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

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

9.6 Apprenticeship and Workforce Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.10 Enforcement, Compliance and Reporting.

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

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

ARTICLE X

HELMETS TO HARDHATS

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

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

ARTICLE XI

WAGES AND BENEFITS

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

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

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

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

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

ARTICLE XII **COMPLIANCE**

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

ARTICLE XIII **EMPLOYEE GRIEVANCE PROCEDURE**

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

ARTICLE XIV **GENERAL GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

ARTICLE XV

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

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

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

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

ARTICLE XVI

MANAGEMENT RIGHTS

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

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

ARTICLE XVII **DRUG & ALCOHOL TESTING**

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

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

ARTICLE XVIII **SAVINGS CLAUSE**

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

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

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

ARTICLE XIX **AMENDMENT/COUNTERPARTS/AUTHORITY**

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

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

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

ARTICLE XX **TERM**

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

CITY OF SACRAMENTO

Francesca Lee Halbakken

Date: Nov. 9, 2018

Assistant City Manager Francesca Lee Halbakken for
City Manager Howard Chan

Approved as to form:

Jennifer V. Gore

Date: Nov. 9, 2018

City Attorney

Attested to by:

[Signature]

Date: 11/5/2018

City Clerk

SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO COUNCIL



Name:

Date: 11/09/2018

Executive Director

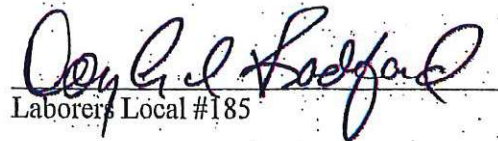
Title:

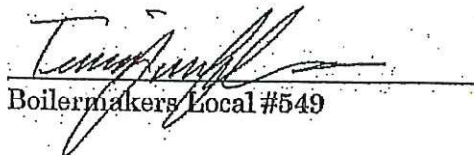
UNIONS


Asbestos Workers Local #16


Iron Workers Local #118


Bricklayers Local #3

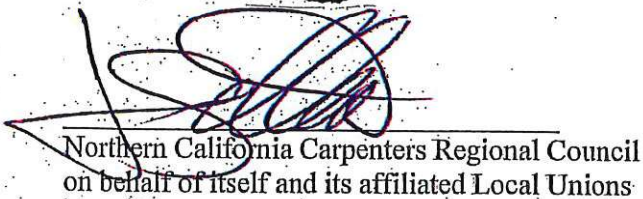

Laborers Local #185

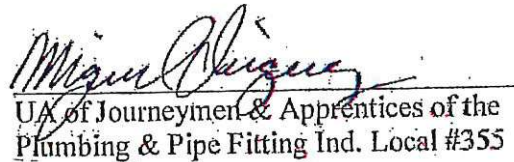

Boilermakers Local #549


Operating Engineers Local #3

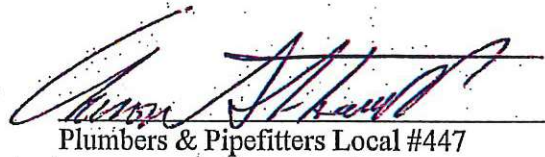

Cement Masons Local #400


Plasterers & Cement Masons Local #300


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


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

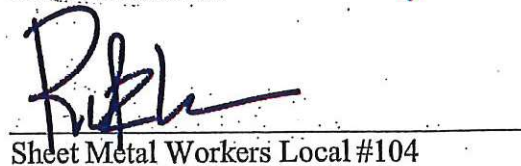

District Council #16 International
Union of Painters & Allied Trades


Plumbers & Pipefitters Local #447

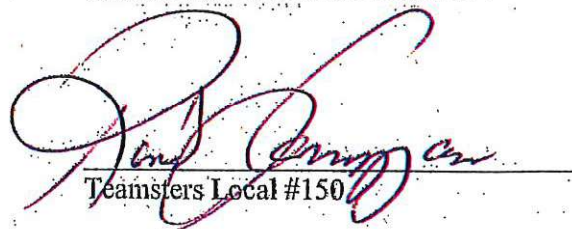

Elevator Constructors Local #8

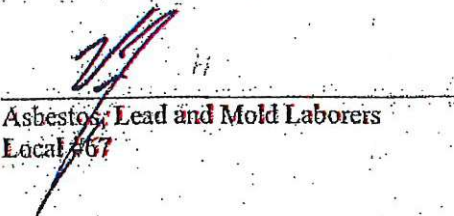

Roofers Local #81


International Brotherhood of Electricians
Local #340


Sheet Metal Workers Local #104


Sprinkler Fitters Local #669


Teamsters Local #150


Asbestos, Lead and Mold Laborers
Local #67

Addendum A

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

AGREEMENT TO BE BOUND

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

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

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

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

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

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

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

Date: _____

Name of Contractor

(Name of Contractor Representative)

(Authorized Officer & Title)

CSLB # or Motor Carrier Permit