
File ID: 2023-00989

9/19/2023

Consent Item 13.

Contract Award for the Intermodal Transportation Facility Sacramento Valley Station Platform Repairs Project (T15029000) [Published for 10-Day Review, 09/07/2023]

File ID: 2023-00989

Location: District 4, Represented by Mayor Steinberg

Recommendation: Pass a **Motion:** 1) approving the Plans and Specifications for the Sacramento Valley Station Platform Repairs Project (T15029000); 2) awarding the construction contract for the Sacramento Valley Station Platform Repairs Project (T15029000) to FBD Vanguard Construction, Inc., in an amount not to exceed \$1,750,000; and 3) authorizing the City Manager or the City Manager's designee to execute the construction contract for the Sacramento Valley Station Platform Repairs Project (T15029000).

Contact: Philip Vulliet, Senior Engineer, (916) 808-5092, pvulliet@cityofsacramento.org; Judith Matsui-Drury, Supervising Engineer, (916) 808-7610, jmatsui-drury@cityofsacramento.org; Ofelia Avalos, Engineering Manager, (916) 808-5054, oavalos@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

1-Description/Analysis

2-Plans & Specifications - Sacramento Valley Station Platform Repairs Project

3-Construction Contract - FBD Vanguard Construction Inc.

Additional Description/Analysis

Issue Detail: The Intermodal Transportation Facility, Sacramento Valley Station Platform Repairs Project will perform crack sealing, truncated dome replacement, and platform resurfacing to address water intrusion issues in and around the station platforms.

The Sacramento Valley Station Platform Repairs Project was publicly advertised on November 2, 2022, and one bid was received on December 7, 2022, for \$2,830,800. The bid was substantially higher than expected at 80% over the Engineer's Estimate of \$1,576,509. Due to the costs exceeding the available budget for the project, the bid was rejected by City Council on April 4, 2023 (Motion 2023-0087), and negotiations with FBD Vanguard Construction, Inc. were initiated to deliver the proposed improvements at an acceptable cost.

Through a series of meetings and discussions with FBD Vanguard Construction, Inc. and the City design team, the project material and construction requirements were modified to produce a project design which meets the goals of the project and is economically viable for both the City and FBD Vanguard Construction, Inc. City Council approval is required to award the contract.

Policy Considerations: The actions requested herein are consistent with the City's goals of improving and expanding public safety and enhancing livability. Specific goals the project addresses are as follows:

M1.1.4 - The City shall effectively operate and maintain transportation facilities and infrastructure to preserve the quality of the system

M1.2.1 - City shall develop an integrated, multimodal transportation system that improves the attractiveness of walking, bicycling, and riding transit over time to increase travel choices and aid in achieving a more balanced transportation system and reducing air pollution and greenhouse gas emissions

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 September 7, 2023, in compliance with City Code.

The Sacramento City Code Section 3.60.160 provides that, in the event of City Council rejecting all bids on a construction contract, the requirement of competitive bidding process has been satisfied and staff can directly negotiate for the services proposed in the subject bid.

Economic Impacts: This new infrastructure is expected to create seven total jobs (4.03 direct jobs and 2.97 jobs through indirect and induced activities) and create \$1,080,511 in total economic output (\$681,055 of direct output and another \$399,456 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:

California Environmental Quality Act (CEQA): The physical activity resulting from the Sacramento Valley Station Platform Repair Project consists of repairs to the existing concrete platforms and is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Class 1, Section 15301(c) and Section 15061(b)(3). The activities associated with the project consist of the operation, repair, or minor alteration to existing highways and streets, sidewalks, bicycle and

pedestrian trails, and similar facilities. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.3323.

Sustainability: The project supports the City Council's sustainability priorities. The transportation sector accounts for 56% of community-wide greenhouse gas emissions, the largest single sector in the community. The City's Climate Action Plan includes several implementation measures to reduce vehicle trips. The project enhances the functionality and extends the design life of the City's largest rail transit hub to serve riders that may otherwise use less efficient means of travel.

Commission/Committee Action: None

Rationale for Recommendation: Only one bid was received for the project. The bid amount of \$2,830,800 was substantially higher than the budgeted estimate. City staff performed outreach to the contractor to determine whether there were specific issues with the bid requirements or other factors which may have caused the bid pricing to exceed the project budget. Responses received indicated that the material costs for the methods proposed were higher than anticipated and a revised approach may yield more suitable pricing.

The project design team reviewed the recommendations from the contractor and held several meetings to discuss alternate materials and construction requirements which could reduce construction pricing to a level within the project budget. Through this coordination effort, the project design team was able to revise the contract scope and requirements to achieve an agreed upon contract scope and cost that meet the project goals and need while also adhering to the established project budget. City Council approval is required to award the contract and move forward with construction.

Financial Considerations: The estimated total cost for the Sacramento Valley Station Platform Repairs Project is \$2.5 million. There is sufficient funding to award the construction contract to FBD Vanguard Construction, Inc. for an amount not-to-exceed \$1,750,000 and provide the necessary budgets for construction management and design support throughout construction.

Local Business Enterprise (LBE): FBD Vanguard Construction, Inc. is not an LBE. The minimum LBE participation requirement was waived by the Director of Public Works as staff has determined the waiver is in the City's best interest as FBD Vanguard Construction, Inc. was the sole bidder and engaged in cost negotiations with the City to facilitate contract award.

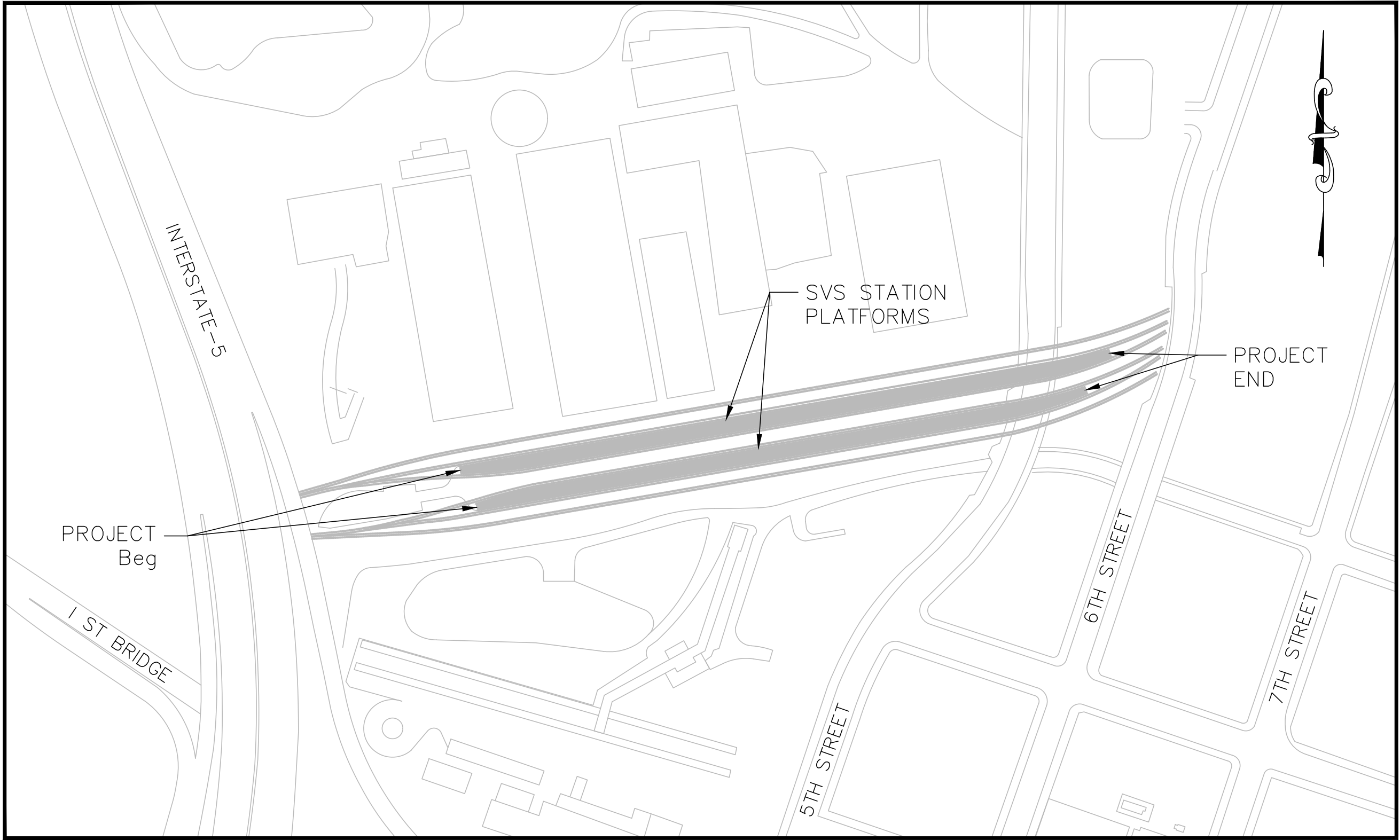
GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH: CITY STANDARD SPECIFICATIONS, DATED NOVEMBER 2020 WITH APPLICABLE ADDENDA, CALTRANS STANDARD PLANS, 2018 EDITION EXCEPT FOR TRAFFIC SIGNAL POLES AND FOUNDATIONS SHALL BE PER 2014 EDITION, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), CURRENT EDITION.
2. CONTRACTOR SHALL COORDINATE WITH SVS RAIL OPERATIONS, OTHER CONTRACTORS, UTILITY COMPANIES, AND AGENCIES BEFORE AND DURING CONSTRUCTION.
3. THREE WORKING DAYS PRIOR TO REQUIRING PROJECT STAKING, THE CONTRACTOR SHALL SUBMIT TO THE RESIDENT ENGINEER OR INSPECTOR A COMPLETED CONSTRUCTION STAKING REQUEST FORM.
4. 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.
5. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE 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.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA.
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 HIS OPERATIONS, AT HIS EXPENSE.
8. ALL CONCRETE PLATFORM SHOWN TO BE REPAIRED SHALL IDEALLY BE REPAIRED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO ANY EXISTING CONCRETE PLATFORM OUTSIDE OF WORK LIMITS SHOWN ON THE PLANS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR, SUBCONTRACTOR, OR SURVEYOR SHALL NOT CUT PERMANENT CROSSES INTO THE EXISTING CONCRETE PLATFORM.
10. ANY NEW CONCRETE SURVEY MONUMENT (PER CITY STANDARD SPECIFICATION DETAIL) SHALL BE PLACED BY A LICENSED LAND SURVEYOR.
11. THE CONTRACTOR SHALL HAVE A CURRENT AND ACTIVE CLASS A – GENERAL ENGINEERING CONTRACTOR LICENSE ISSUED BY THE CCSLB AT THE TIME OF THE BID SUBMITTAL AND THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR, AND/OR SUBCONTRACTORS PERFORMING ELECTRICAL WORK, SHALL ALSO HAVE A CURRENT AND ACTIVE CLASS C10 – ELECTRICAL CONTRACTOR LICENSE ISSUED BY THE CCSLB AT THE TIME OF THE BID SUBMITTAL AND THROUGHOUT THE CONSTRUCTION PERIOD.

CITY OF SACRAMENTO
IMPROVEMENT PLANS FOR
SACRAMENTO VALLEY STATION
PLATFORM REPAIR PROJECT

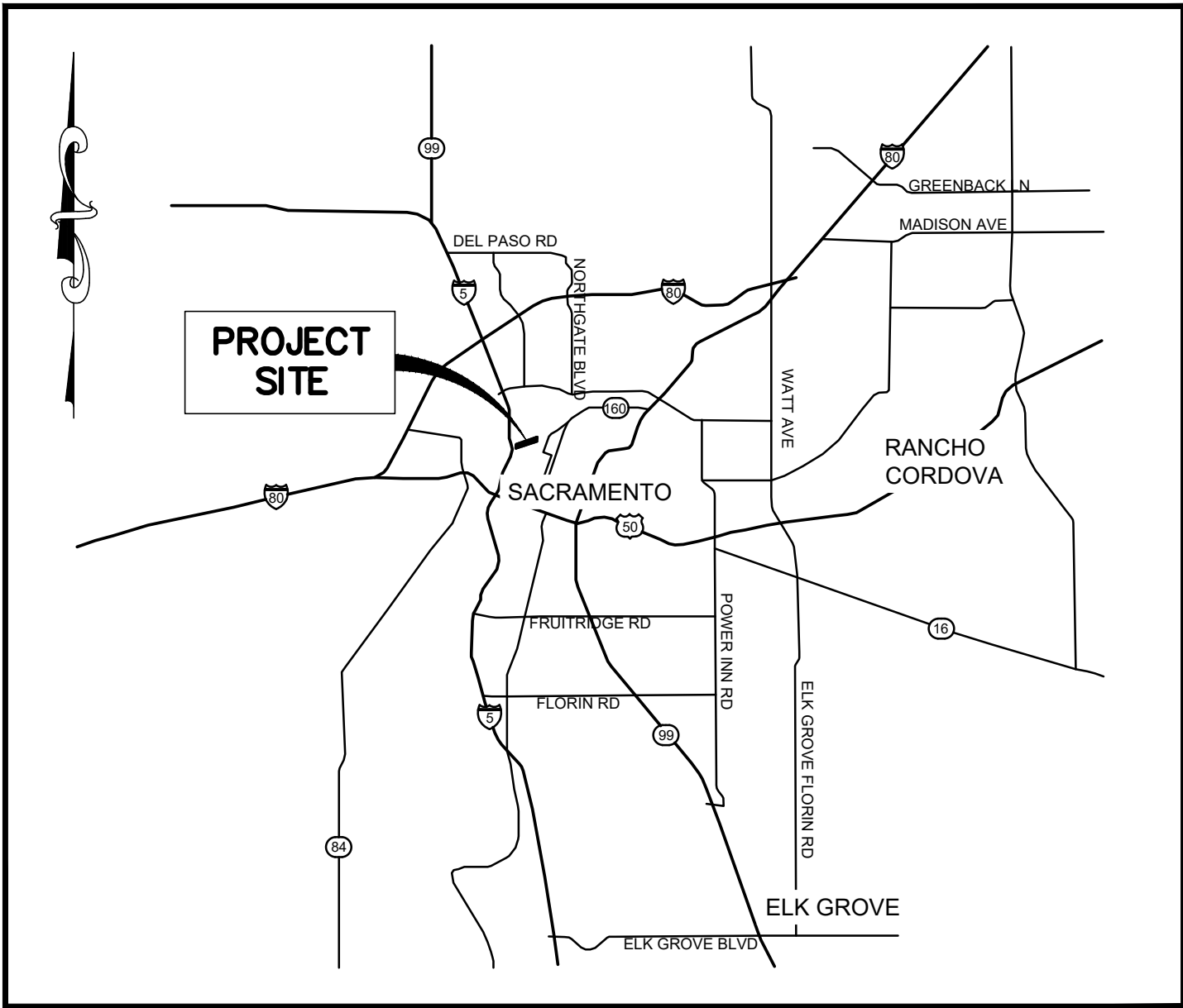
APPROVED BY: Judith Matsui-Drury Digitally signed by Judith Matsui-Drury
Date: 2022.10.28 08:08:45 -07'00'
JUDITH MATSUI-DRURY, R.C.E. 59096
SUPERVISING ENGINEER
DEPARTMENT OF PUBLIC WORKS

DATE



SITE PLAN

N.T.S.



LOCATION MAP

N.T.S.

INDEX OF SHEETS

- 1 TITLE SHEET (T-1)
2 SURVEY CONTROL DIAGRAM (SC-1)
3 TYPICAL CROSS SECTIONS (X-1)
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10 CONSTRUCTION STAGING (CS-1)
11 CONSTRUCTION DETAILS (CD-1)

STANDARD ABBREVIATIONS

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



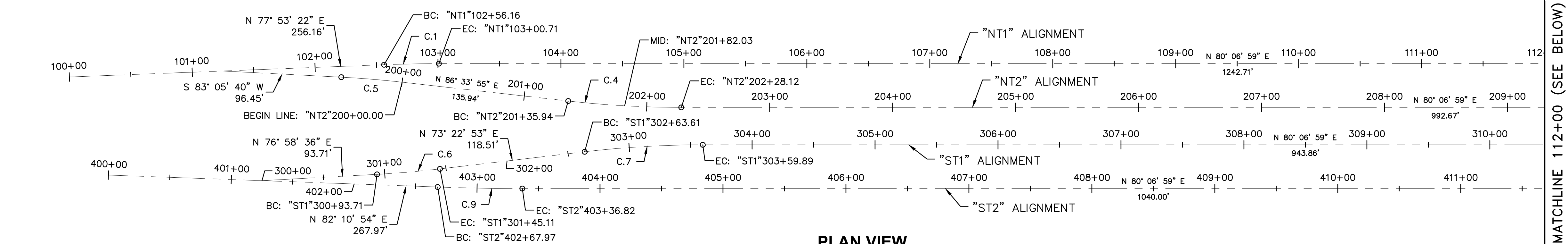
REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO			IMPROVEMENT PLANS FOR			PN: T15029011	DWG. NO.		
NO.	DESCRIPTION	DATE	BY	DESCRIPTION	-	DEPARTMENT OF PUBLIC WORKS			SACRAMENTO VALLEY STATION						
				CITY OF SACRAMENTO NGVD29 BENCHMARK '297-C3D', ELEV: 29.38 AND BENCHMARK '297-C3E', ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	SCALE HORIZ. N.T.S. VERT. N.T.S.	DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022	PLATFORM REPAIR PROJECT						
										TITLE SHEET					SHEET 1 OF 11

NOTE:

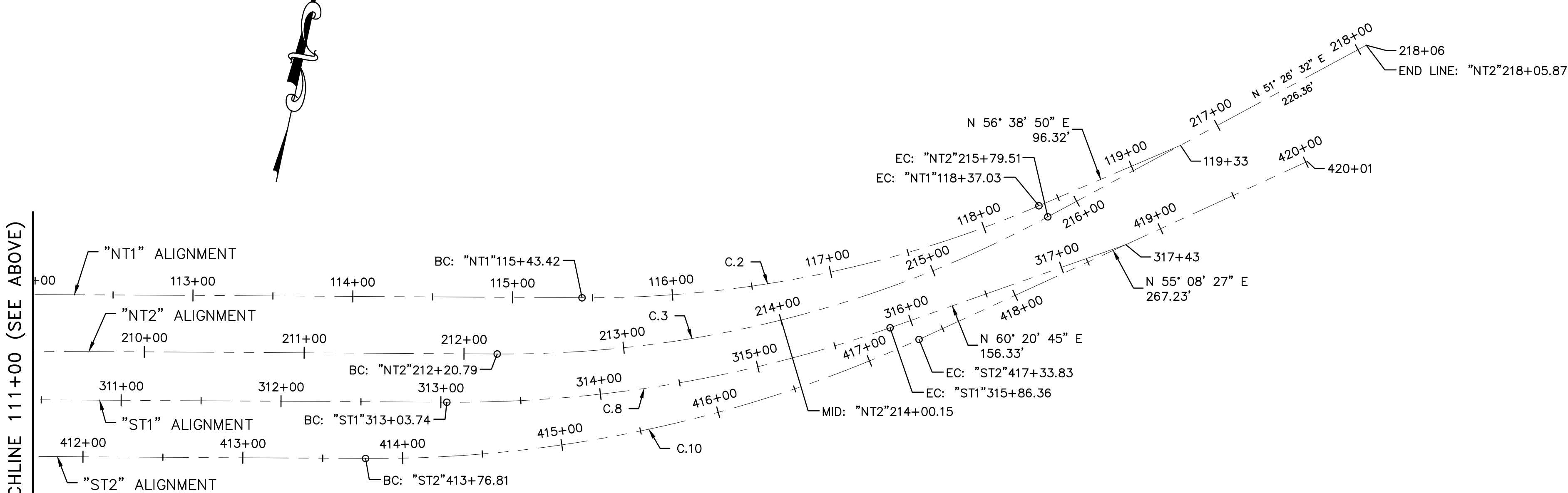
DAVID VEASEY, PLS #9326, IS THE RESPONSIBLE CITY LAND SURVEYOR IN CHARGE FOR THIS PROJECT. FURTHER INFORMATION ABOUT THE SURVEYING DATA DISPLAYED ON THIS SURVEY CONTROL SHEET CAN BE OBTAINED AT THE CITY OFFICES.

PLOT STAMP:

CAD FILE:



PLAN VIEW
(SCALE 1"=50')



PLAN VIEW
(SCALE 1"=50')

SURVEY CONTROL TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
54	1975108.38	6705580.99	22.27	SW Cor. G ST. & 7TH ST.
53	1975974.05	6705868.39	23.06	W Cor. E ST. & 7TH ST.
306	1974841.19	6704334.42	30.57	S of H ST.
315	1975262.34	6704855.59	30.82	NW Cor. H ST. & 5TH ST.
314	1976403.94	6705141.38	30.30	N of 5TH ST.

ALIGNMENT CURVE SEGMENT TABLE						
No.	LINE	RADIUS	LENGTH	DELTA	START STATION	END STATION
C.1	"NT1"	1146.28'	44.55'	2° 13' 37"	102+56.16	103+00.71
C.2	"NT1"	716.78'	293.60'	23° 28' 09"	115+43.42	118+37.03
C.3	"NT2"	716.78'	358.72'	28° 40' 27"	202+26.36	205+85.08
C.4	"NT2"	819.02'	92.18'	6° 26' 55"	215+77.75	216+69.93
C.5	"NT2"	819.02'	49.61'	3° 28' 14"	218+05.87	218+55.48
C.6	"ST1"	819.02'	51.39'	3° 35' 43"	300+93.71	301+45.11
C.7	"ST1"	819.02'	96.28'	6° 44' 06"	302+63.61	303+59.89
C.8	"ST1"	819.02'	282.62'	19° 46' 15"	313+03.74	315+86.36
C.9	"ST2"	1910.08'	68.84'	2° 03' 54"	402+67.97	403+36.82
C.10	"ST2"	819.02'	357.02'	24° 58' 33"	413+76.81	417+33.83

LEGEND

△ CONTROL MONUMENT (BY OTHERS)

CONTROL DIAGRAM AND INFORMATION

HORIZONTAL DATUM: THE HORIZONTAL DATUM FOR THIS PROJECT IS NAD83 CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE II HPGN 1997.30 ADJUSTMENT REFERENCED TO THE CITY OF SACRAMENTO RECORD OF SURVEY GPS STATIC SURVEY DATED JANUARY 2001–APRIL 2002.

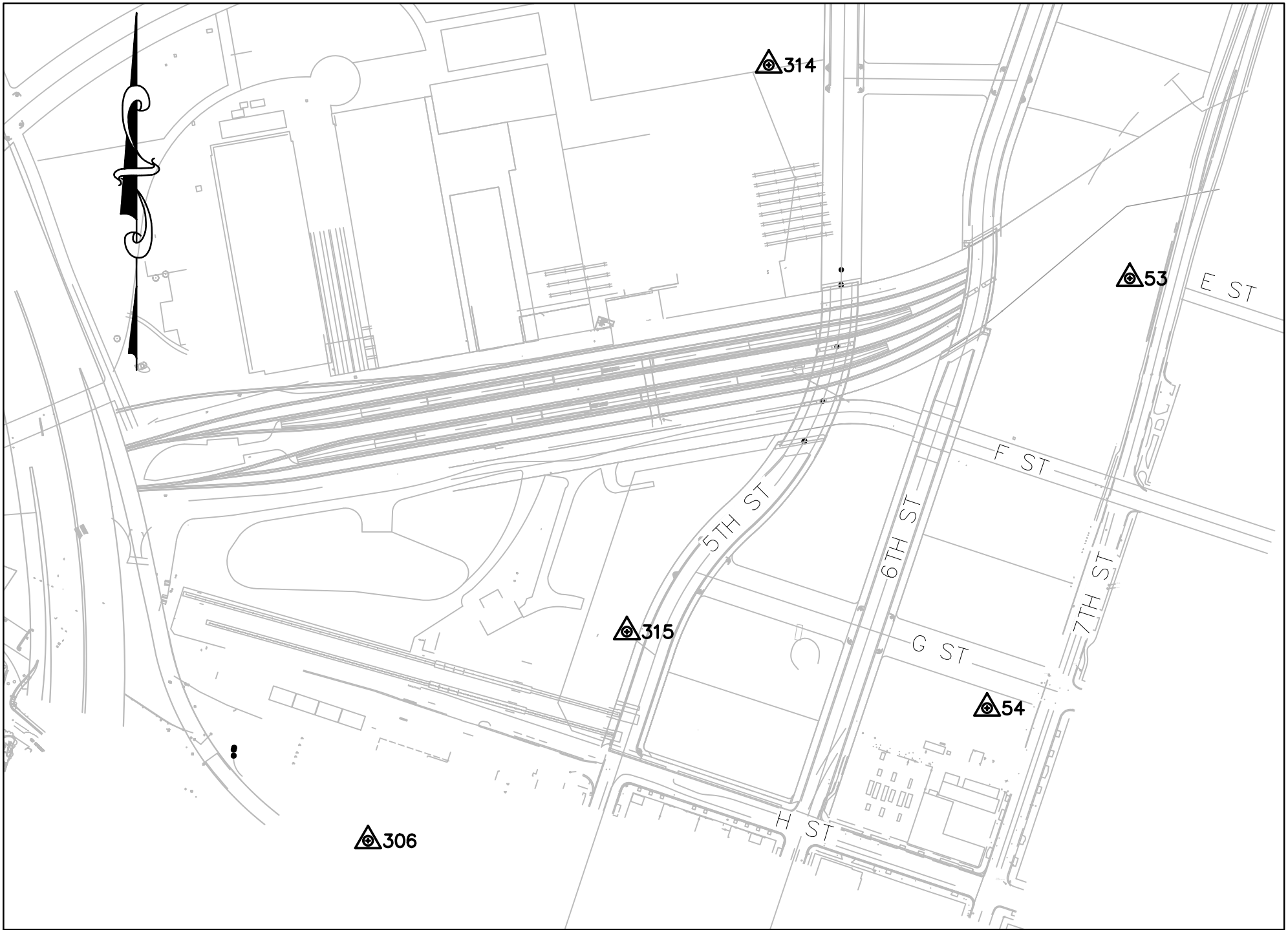
VERTICAL DATUM: THE VERTICAL DATUM IS THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, ESTABLISHED FROM THE CITY OF SACRAMENTO BENCHMARKS

COORDINATES: COORDINATES SHOWN ARE GROUND COORDINATES.

BENCH MARK: CITY OF SACRAMENTO BENCHMARK 297–C3D HAVING A PUBLISHED ELEVATION OF 29.38, AND BENCHMARK 297–C3E WITH ELEVATION OF 29.38.

METHOD OF SURVEY: CONVENTIONAL GROUND SURVEY USING A TOTAL STATION.

DATE OF SURVEY: FIELD SURVEY BY ANGREGG GEOMATICS COMPLETED MARCH 25, 2008.

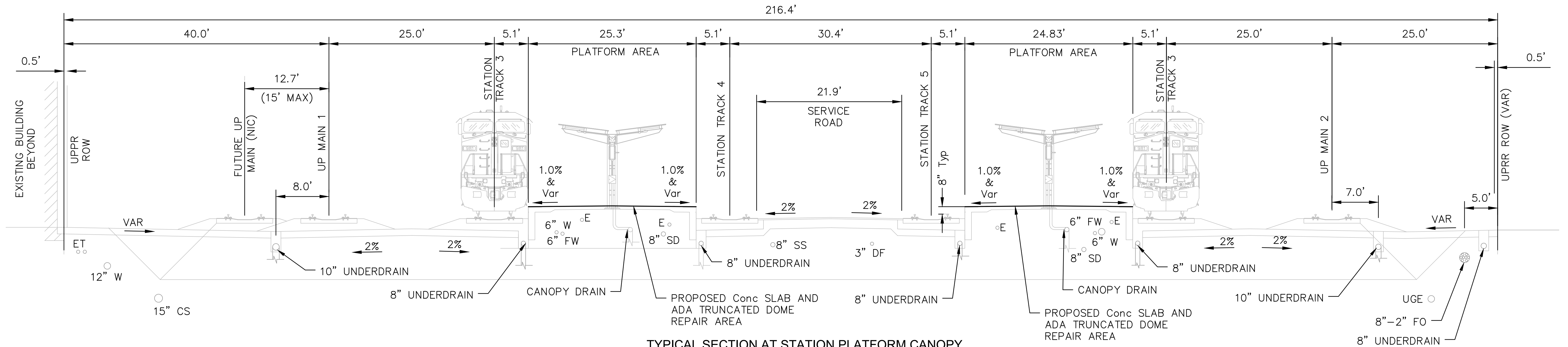


KEY MAP
(SCALE 1"=250')

REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT SURVEY CONTROL DIAGRAM			DWG. NO. SC-1	SHEET 2 OF 11
NO.	DESCRIPTION	DATE	BY										
				DESCRIPTION CITY OF SACRAMENTO NGVD29 BENCHMARK '297–C3D', ELEV: 29.38 AND BENCHMARK '297–C3E', ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	SCALE HORIZ. 1"=50' VERT. N/A	DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022					

PLOT STAMP:

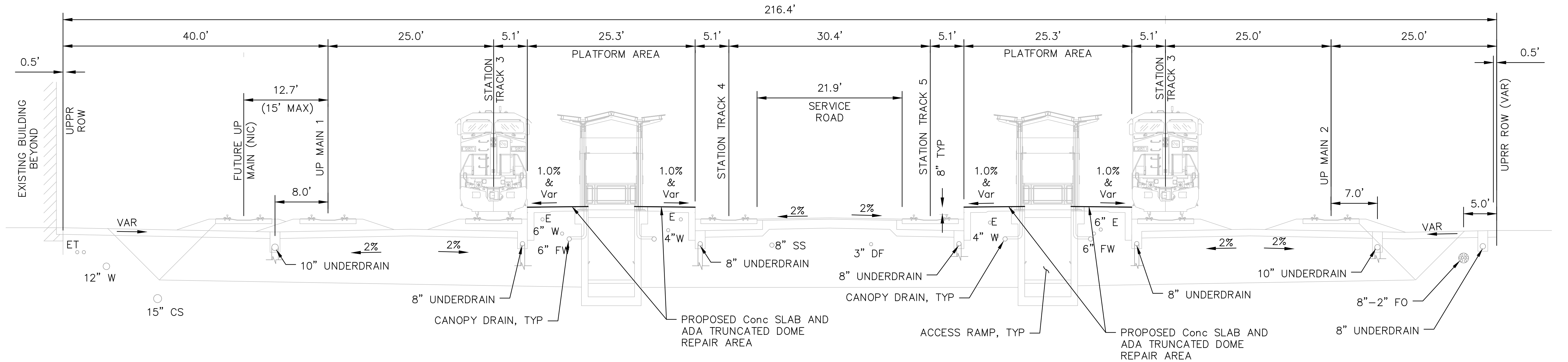
CAD FILE:



TYPICAL SECTION AT STATION PLATFORM CANOPY

"NT1" STA. 105+24 TO 106+62 "ST1" STA. 303+85 TO 304+71
"NT1" STA. 108+54 TO 109+20 "ST1" STA. 306+63 TO 307+29
"NT1" STA. 109+57 TO 110+20 "ST1" STA. 307+67 TO 308+29
"NT1" STA. 110+57 TO 111+23 "ST1" STA. 308+66 TO 309+32
"NT1" STA. 113+15 TO 114+62 "ST1" STA. 311+24 TO 312+59

NOT TO SCALE



TYPICAL SECTION AT STATION PLATFORM ACCESS RAMP

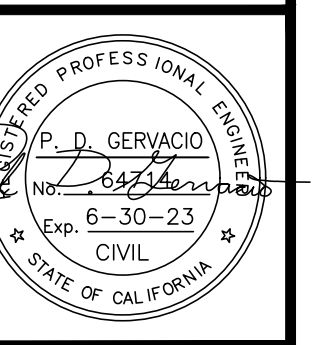
"NT1" STA. 106+60 TO 108+56 "ST1" STA. 304+69 TO 306+65
"NT1" STA. 110+17 TO 110+59 "ST1" STA. 308+26 TO 308+68
"NT1" STA. 111+21 TO 113+17 "ST1" STA. 309+30 TO 311+26

NOT TO SCALE

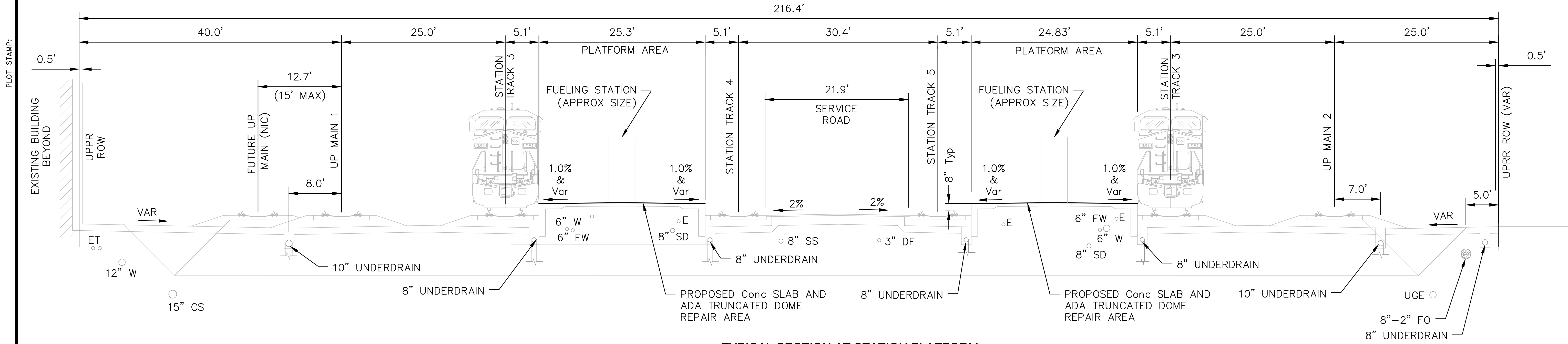
GENERAL NOTES:

SIZE, LOCATION AND TYPE OF UNDERGROUND UTILITIES VARY.

REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT TYPICAL SECTIONS			DWG. NO. X-1	SHEET 3 OF 11
NO.	DESCRIPTION	DATE	BY										
				DESCRIPTION CITY OF SACRAMENTO NGVD29 BENCHMARK '297-C3D', ELEV: 29.38 AND BENCHMARK '297-C3E', ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	SCALE HORIZ. N.T.S. VERT. N.T.S.	DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022				PN: T15029011	



GENERAL NOTES:
SIZE, LOCATION AND TYPE OF UNDERGROUND UTILITIES VARY.



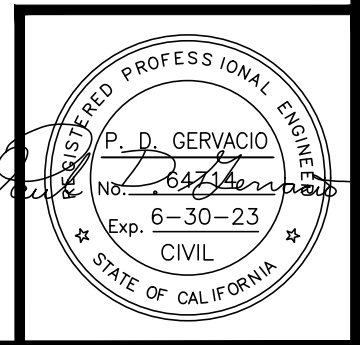
TYPICAL SECTION AT STATION PLATFORM

"NT1" STA. 103+61 TO 105+24 "ST1" STA. 302+23 TO 303+85
"NT1" STA. 114+54 TO 116+47 "ST1" STA. 312+59 TO 314+34

NOT TO SCALE

CAD FILE:

REVISIONS				BENCH MARK DESCRIPTION QTY. OF SACRAMENTO NGVD29 BENCHMARK '297-C3D', ELEV: 29.38 AND BENCHMARK '297-C3E', ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	FIELD BOOK - SCALE HORIZ. N.T.S. VERT. N.T.S.	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT TYPICAL SECTIONS					PN: T15029011	DWG. NO. X-2 SHEET 4 OF 11
NO.	DESCRIPTION	DATE	BY			DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022							



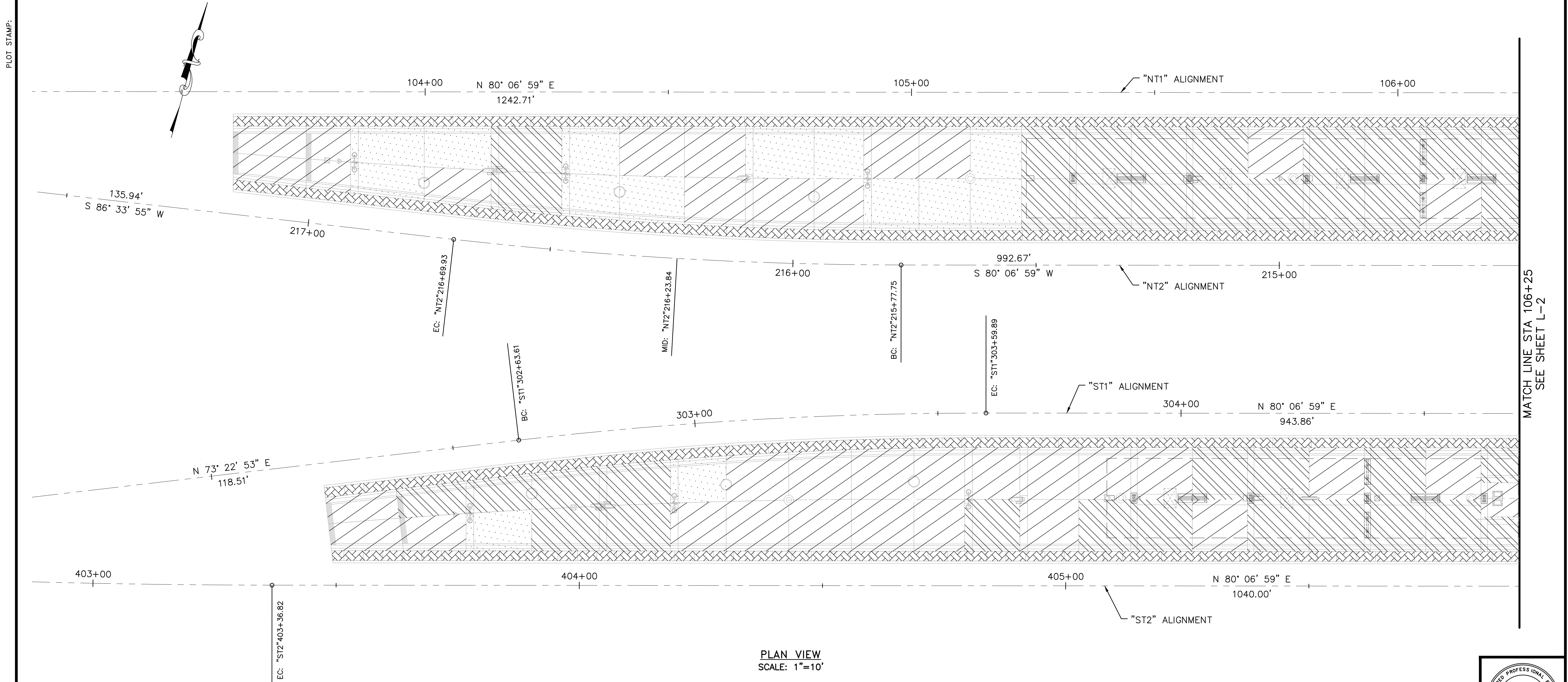
LEGEND:

- LIGHT CRACKING (APPROXIMATELY <15 LF CRACK LENGTH PER "SLAB" OF CONCRETE PLATFORM)
- MEDIUM CRACKING (APPROXIMATELY 15-30 LF CRACK LENGTH PER "SLAB" OF CONCRETE PLATFORM)
- HEAVY CRACKING (APPROXIMATELY >30 LF CRACK LENGTH PER "SLAB" OF CONCRETE PLATFORM)
- REMOVE AND REPLACE ADA TRUNCATED DOMES (10,000 SQFT) (SAWCUT ALONG EDGES OF TRUNCATED DOMES AFTER REMOVAL)

CONSTRUCTION NOTES:

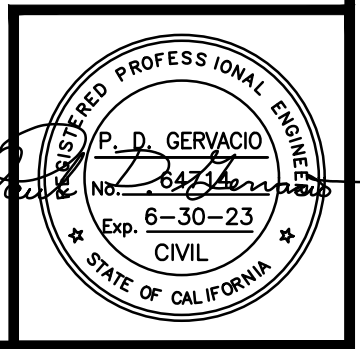
1. INSPECT EXISTING CONCRETE SLAB SURFACE TO DETERMINE GENERAL CONDITION, SOUNDNESS, AND PRESENCE OF CONTAMINANTS OR MOISTURE BEFORE PERFORMING ANY REPAIR METHOD.
2. EXISTING PLATFORM FURNITURE AND FIXTURES ARE TO BE PROTECTED FROM DAMAGE DURING CONSTRUCTION AND TEMPORARILY RELOCATED IF REQUIRED.
3. CONTRACTOR TO COORDINATE WITH SVS OPERATIONS TO MINIMIZE IMPACT TO TRAIN OPERATIONS AND PEDESTRIAN ACCESS. SEE SPECIFICATIONS FOR CONTACT DETAILS.
4. CONTRACTOR TO COORDINATE WITH SVS OPERATIONS TO ADJUST PLATFORM USAGE BY TRAINS TO FACILITATE CONSTRUCTION. SEE SPECIFICATIONS FOR CONTACT DETAILS.

PLOT STAMP:



CAD FILE:

REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT LAYOUT PLAN ("NT1" STA 103+50 TO 106+25)			PN: T15029011	DWG. NO. L-1
NO.	DESCRIPTION	DATE	BY										
				DESCRIPTION CITY OF SACRAMENTO NGVD29 BENCHMARK '297-C3D', ELEV: 29.38 AND BENCHMARK '297-C3E', ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	SCALE HORIZ. 1"=10' VERT. N/A	DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022					SHEET 5 OF 11

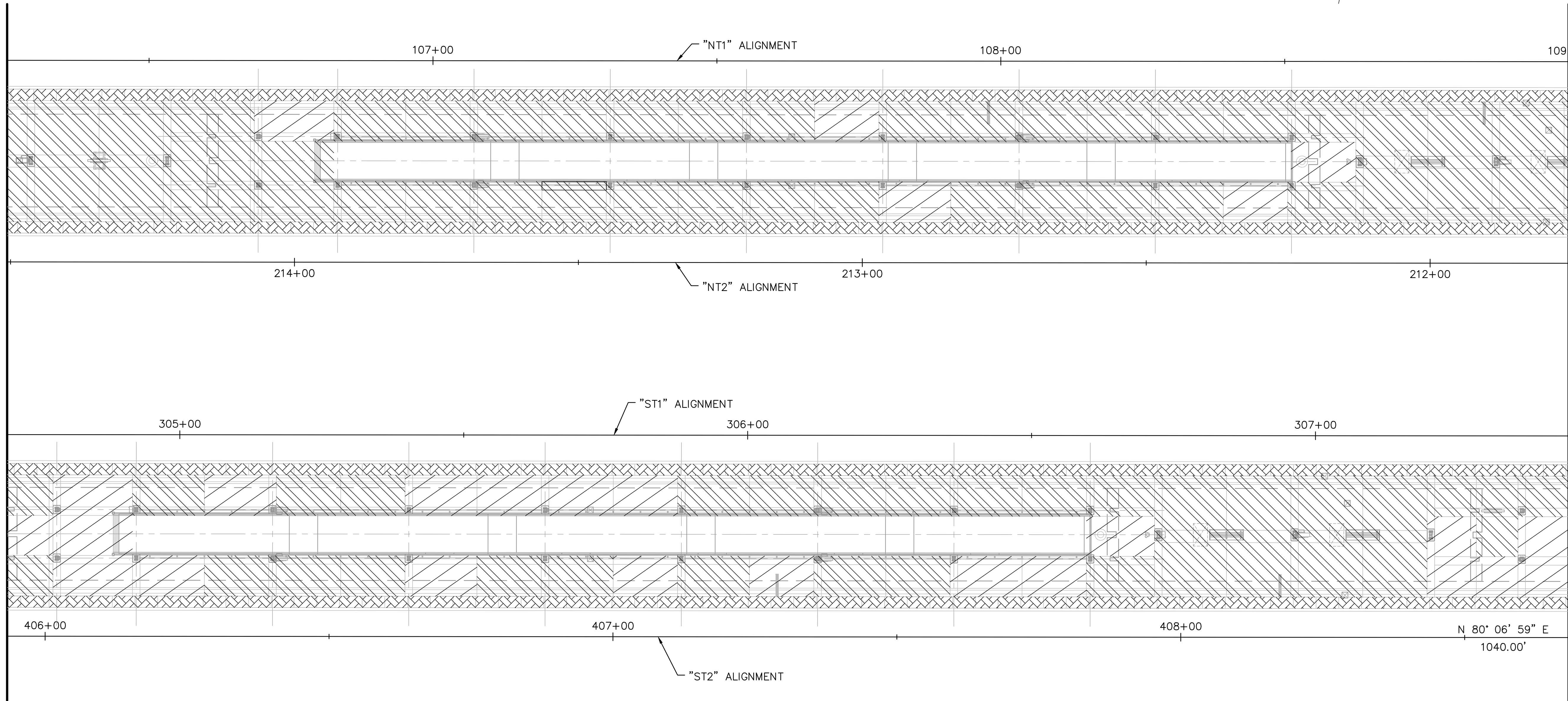


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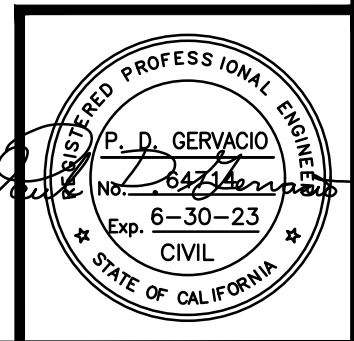
CAD FILE:

MATCH LINE STA 106+25
SEE SHEET L-1

MATCH LINE STA 109+00
SEE SHEET L-3



PLAN VIEW
SCALE: 1"=10'



REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT LAYOUT PLAN ("NT1" STA 106+25 TO 109+00)			DWG. NO. L-2	SHEET 6 OF 11
NO.	DESCRIPTION	DATE	BY										
				DESCRIPTION CITY OF SACRAMENTO NGVD29 BENCHMARK '297-C3D', ELEV: 29.38 AND BENCHMARK '297-C3E', ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	SCALE HORIZ. 1"=10' VERT. N/A	DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022				PN: T15029011	

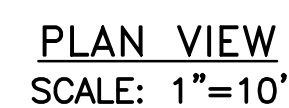
CAD FILE:



REGISTERED PROFESSIONAL ENGINEER
P. D. GERVACIO
No. 64218
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT LAYOUT PLAN ("NT1" STA 109+00 TO 111+75)			PN: T15029011	DWG. NO. L-3 SHEET 7 OF 11
NO.	DESCRIPTION	DATE	BY										
				DESCRIPTION CITY OF SACRAMENTO NGVD29 BENCHMARK "297-C3D", ELEV: 29.38 AND BENCHMARK "297-C3E", ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	SCALE HORIZ. 1"=10' VERT. N/A	DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022					

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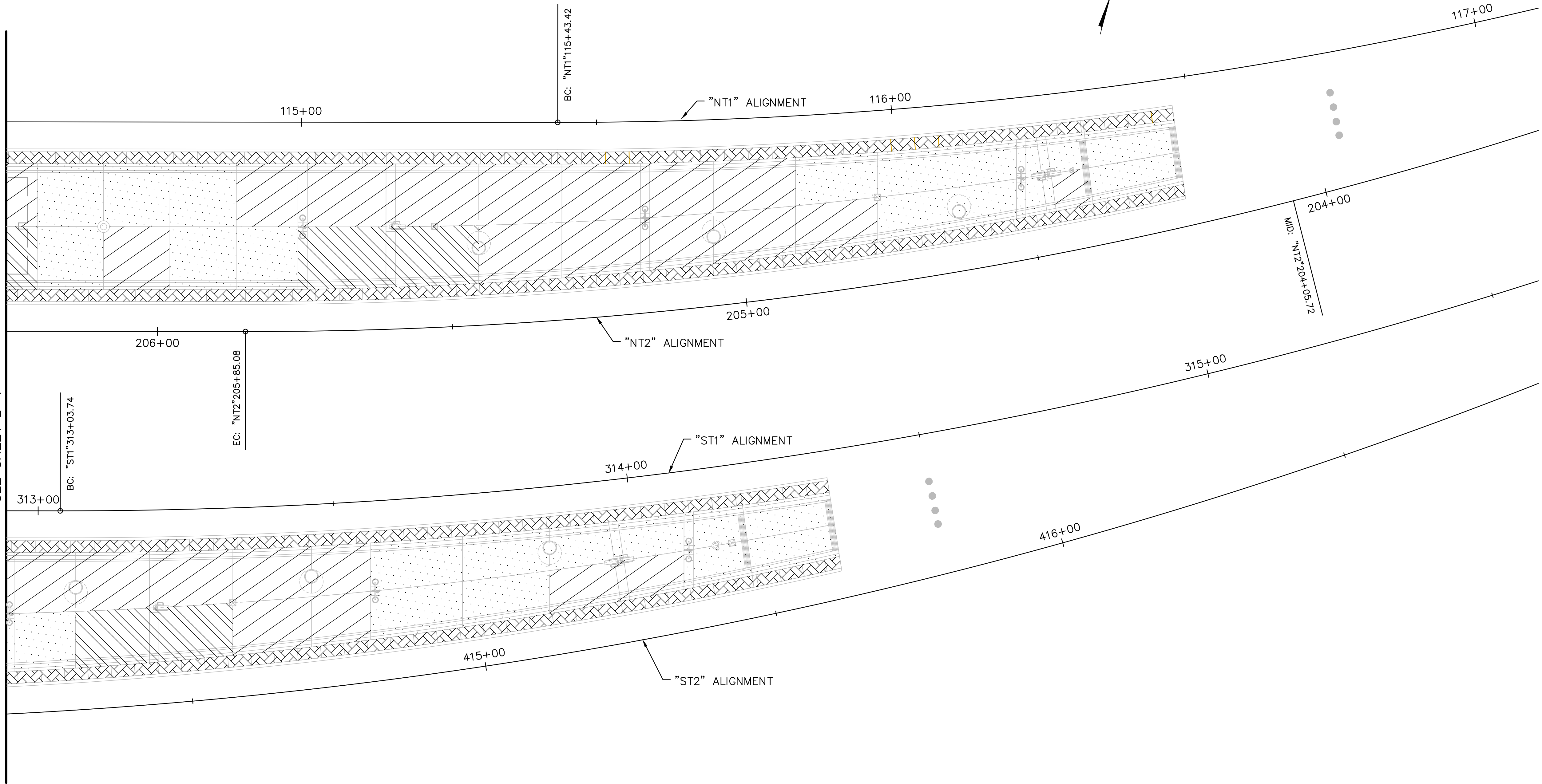


REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT LAYOUT PLAN ("NT1" STA 111+75 TO 114+50)			DWG. NO.	PN: T15029011
NO.	DESCRIPTION	DATE	BY										
				DESCRIPTION CITY OF SACRAMENTO NGVD29 BENCHMARK "297-C3D", ELEV: 29.38 AND BENCHMARK "297-C3E", ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	SCALE HORIZ. 1"=10' VERT. N/A	DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022					

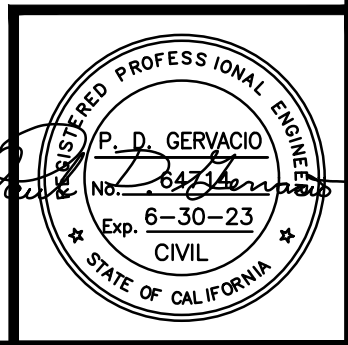
PLOT STAMP:

CAD FILE:

MATCH LINE STA 114+50
SEE SHEET L-4



PLAN VIEW
SCALE: 1"=10'



REVISIONS				BENCH MARK	FIELD BOOK	CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT LAYOUT PLAN ("NT1" STA 114+50 TO 117+00)				DWG. NO.
NO.	DESCRIPTION	DATE	BY										
				CITY OF SACRAMENTO NGVD29 BENCHMARK '297-C3D', ELEV: 29.38 AND BENCHMARK '297-C3E', ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	SCALE HORIZ. 1"=10' VERT. N/A	DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022					

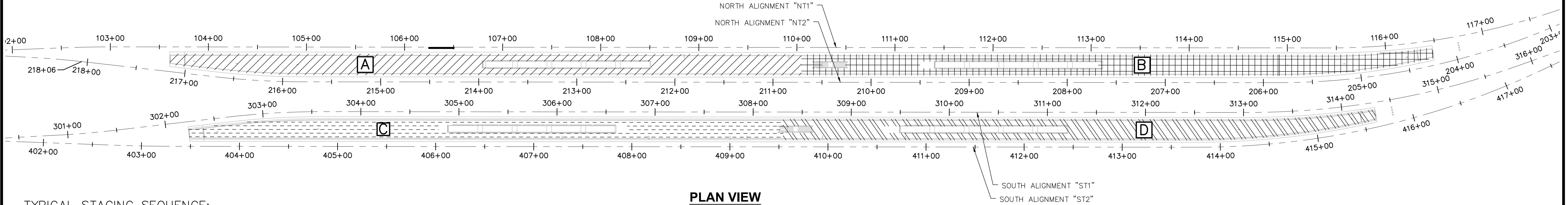
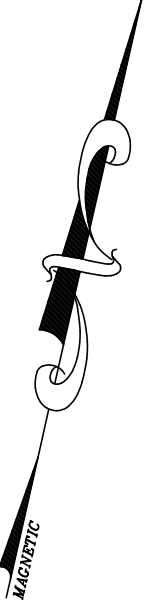
CONSTRUCTION NOTES:

1. SAMPLE CONSTRUCTION STAGING SEQUENCE AND LIMITS OF WORK AREAS SHOWN BELOW SHOULD BE ADJUSTED, AS NECESSARY, TO FACILITATE SVS OPERATIONS.
2. CONTRACTOR TO COORDINATE WITH SVS OPERATIONS TO MINIMIZE IMPACT TO TRAIN OPERATIONS AND PEDESTRIAN ACCESS.
3. CONTRACTOR TO COORDINATE WITH SVS OPERATIONS TO ADJUST TRAIN PLATFORM USAGE TO FACILITATE CONSTRUCTION.
4. CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR ALL CONSTRUCTION-RELATED WORK NOT DESCRIBED OR SHOWN ON THESE PLANS.
5. EXISTING PLATFORM FURNITURE AND FIXTURES ARE TO BE PROTECTED FROM DAMAGE DURING CONSTRUCTION AND TEMPORARILY RELOCATED IF REQUIRED.
6. TRUNCATED DOMES SHALL BE REPLACED SUCH THAT THEY ARE COMPLIANT WITH ADA STANDARDS.
7. CONTRACTOR SHALL PROTECT IN PLACE EXISTING CONCRETE PLATFORM REINFORCEMENT DURING ALL CHIP/GRIND OPERATIONS. EXACT REINFORCEMENT DEPTH VARIES AND MAY BE LESS THAN 1.5" DEEP. IF REBAR IS ENCOUNTERED LESS THAN 1.5" DEEP, CONTRACTOR IS TO NOTIFY THE ENGINEER FOR FURTHER CLARIFICATION.
8. FOR ADDITIONAL DETAILS NOT DESCRIBED OR SHOWN ON THIS SHEET, SEE CONSTRUCTION DETAILS SHEET (CD-01).

LEGEND:

- X

WORK AREA
- LIMITS OF WORK AREA A
- LIMITS OF WORK AREA B
- LIMITS OF WORK AREA C
- LIMITS OF WORK AREA D



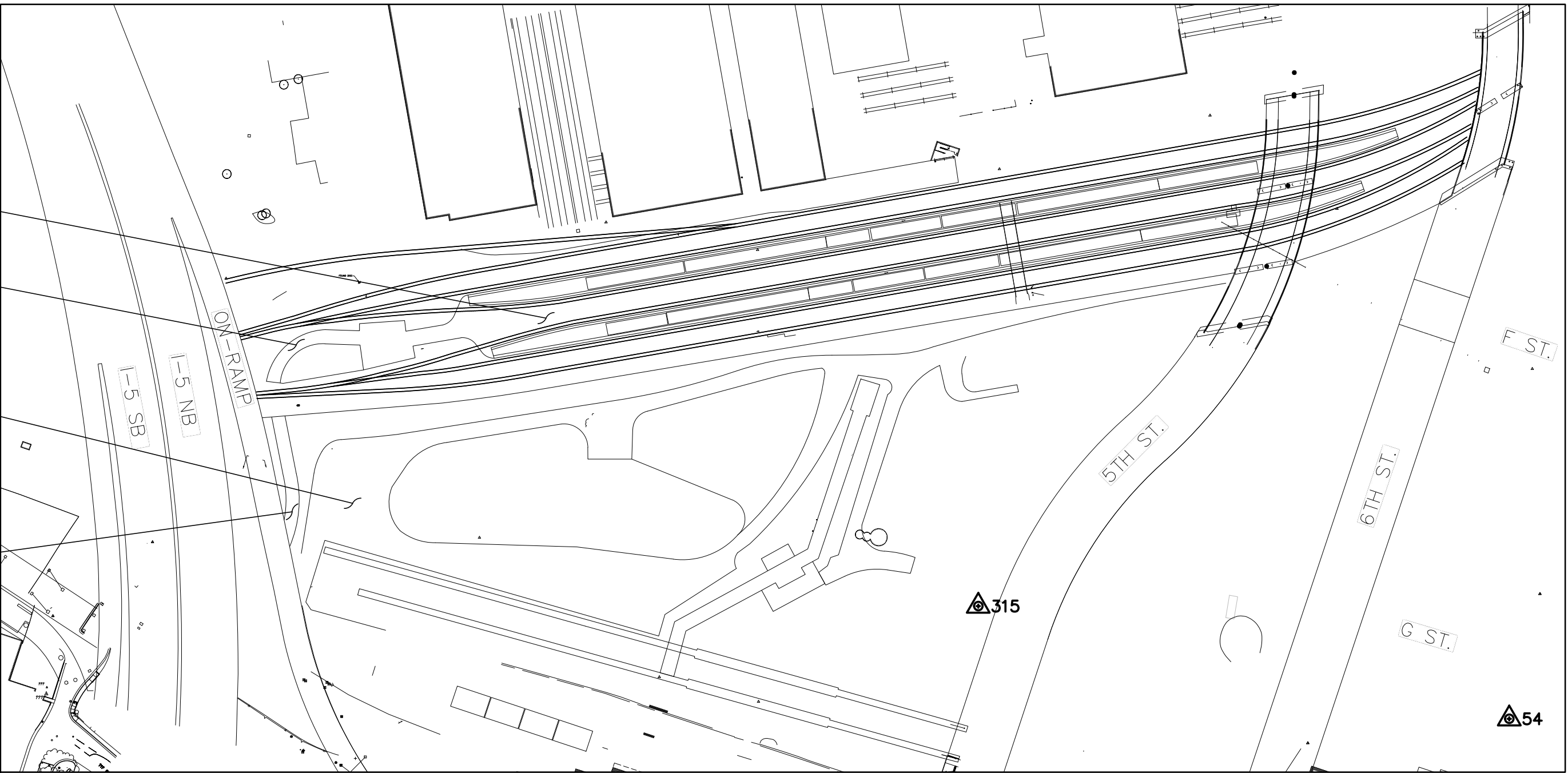
TYPICAL STAGING SEQUENCE:

1. PREPARE WORK AREA "A" (PROTECT PLATFORM FURNITURE/EQUIPMENT).
2. REMOVE EXISTING PAINTED STRIPING (4" YELLOW AND 4" BLACK) WITHIN WORK AREA "A".
3. REMOVE EXISTING TRUNCATED DOMES AND SAWCUT (1.5" Min DEPTH) PLATFORM ALONG OUTSIDE EDGES OF TRUNCATED DOMES FOOTPRINT. SEE NOTES 6 AND 7.
4. GRIND-OUT/CHIP (1.5" Min DEPTH) EXPOSED PLATFORM SURFACE UNDER EXISTING TRUNCATED DOMES. SEE NOTE 7.
5. PREPARE PLATFORM SURFACE (BEAD BLAST OR HIGH-PRESSURE WASH) WITHIN WORK AREA "A" PER MANUFACTURER'S SPECIFICATIONS FOR ISOLATED APPLICATION OF METHACRYLATE.
6. APPLY METHACRYLATE TO MEDIUM AND HEAVY PLATFORM SURFACE CRACKS WITHIN WORK AREA "A" UTILIZING A MOP, BRUSH, OR EQUIVALENT TOOL FOR ISOLATED APPLICATION, AND ALLOW TO CURE PER MANUFACTURER'S SPECS. METHACRYLATE SHALL NOT BE APPLIED TO THE TRUNCATED DOME AREA.
7. PREPARE PLATFORM SURFACE (SHOT-BLAST OR HIGH-PRESSURE WASH) WITHIN WORK AREA "A" PER MANUFACTURER'S SPECIFICATIONS FOR APPLICATION OF CONCRETE RESURFACING PRODUCT (e.g. QUICKRETE RE-CAP) TO MINIMIZE ADHESION ISSUES.
8. APPLY WEATHER STRIPPING, DUCT TAPE, OR OTHER MANUFACTURER APPROVED MATERIAL TO PROTECT EXISTING EXPANSION AND CONTROL JOINTS FROM FILLING WITH CONCRETE RESURFACING PRODUCT.
9. APPLY CONCRETE MIX (9-SACK WITH PEA GRAVEL) TO GROUND-OUT/CHIPPED TRUNCATED DOME AREA WITHIN WORK AREA "A" TO GRADE AND ALLOW TO CURE.
10. PLACE NEW ADA TRUNCATED DOMES (GLUE-DOWN) ONTO PLATFORM SURFACE. PROTECT IN PLACE FOR REMAINING STEPS.
11. APPLY CONCRETE RESURFACING PRODUCT (e.g. QUICKRETE RE-CAP) ONTO PLATFORM AT MAXIMUM 1/8" THICKNESS WITHIN WORK AREA "A" AND ALLOW TO CURE PER MANUFACTURER'S SPECS.
12. PLACE NEW PAINTED STRIPING (4" YELLOW AND 4" BLACK) IN-KIND WITHIN WORK AREA "A".
13. REPEAT STEPS ONE (1) THROUGH TWELVE (12) FOR THE REMAINING AREAS OF WORK ("B", "C", AND "D").

PLAN VIEW

SCALE: 1" = 50'

- CONTRACTOR STAGING AREA FOR LARGE AND HEAVY MATERIALS
- WEST ACCESS TUNNEL (PLATFORM ENTRANCE)
- CONTRACTOR STAGING AREA FOR LARGE AND HEAVY MATERIALS
- WEST ACCESS TUNNEL (STREET ENTRANCE)



CONSTRUCTION STAGING AND ACCESS AREA MAP

(NO SCALE)

REVISIONS				BENCH MARK		FIELD BOOK		CITY OF SACRAMENTO			IMPROVEMENT PLANS FOR		
NO.	DESCRIPTION	DATE	BY	DESCRIPTION				DEPARTMENT OF PUBLIC WORKS			SACRAMENTO VALLEY STATION		
				CITY OF SACRAMENTO NGVD29							PLATFORM REPAIR PROJECT		
				BENCHMARK '297-C3D', ELEV: 29.38 AND							CONSTRUCTION STAGING PLAN		
				BENCHMARK '297-C3E', ELEV: 29.38									
				(VERT. DATUM)									
				NAD83 CA ZONE II HPGN 1997.30									
				ADJUSTMENT (HORIZ. DATUM)									
						SCALE							
						HORIZ. 1"=50'							
						VERT. N/A							
								DRAWN BY: J. SADORRA					
								DATE 8/24/2022					
								DESIGN BY: C. BRAZIL					
								R.C.E. DATE 8/24/2022					
								CHECKED BY: P. GERVACIO					
								R.C.E. C64714 DATE 8/30/2022					

PN: T15029011

DWG. NO.

CS-1

SHEET

10

OF

11

STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER

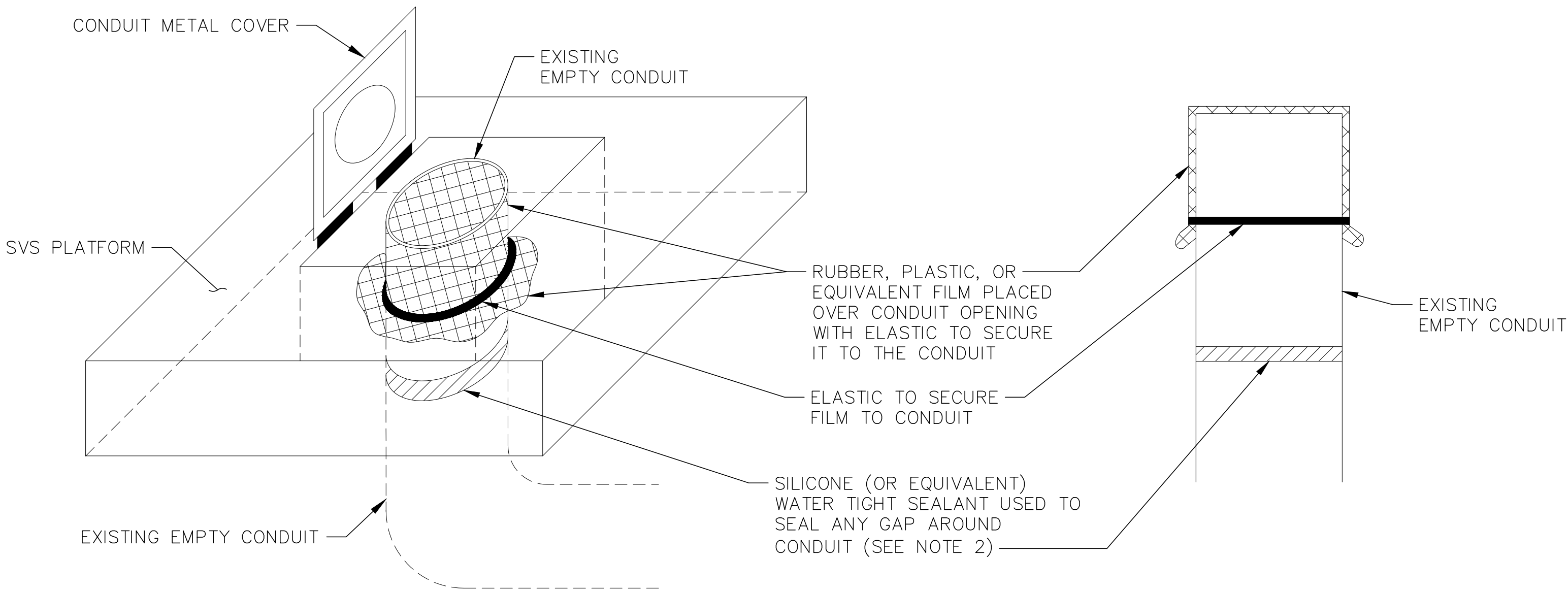
P. D. GERVACIO

No. 6-30-23

CIVIL

CONSTRUCTION NOTES:

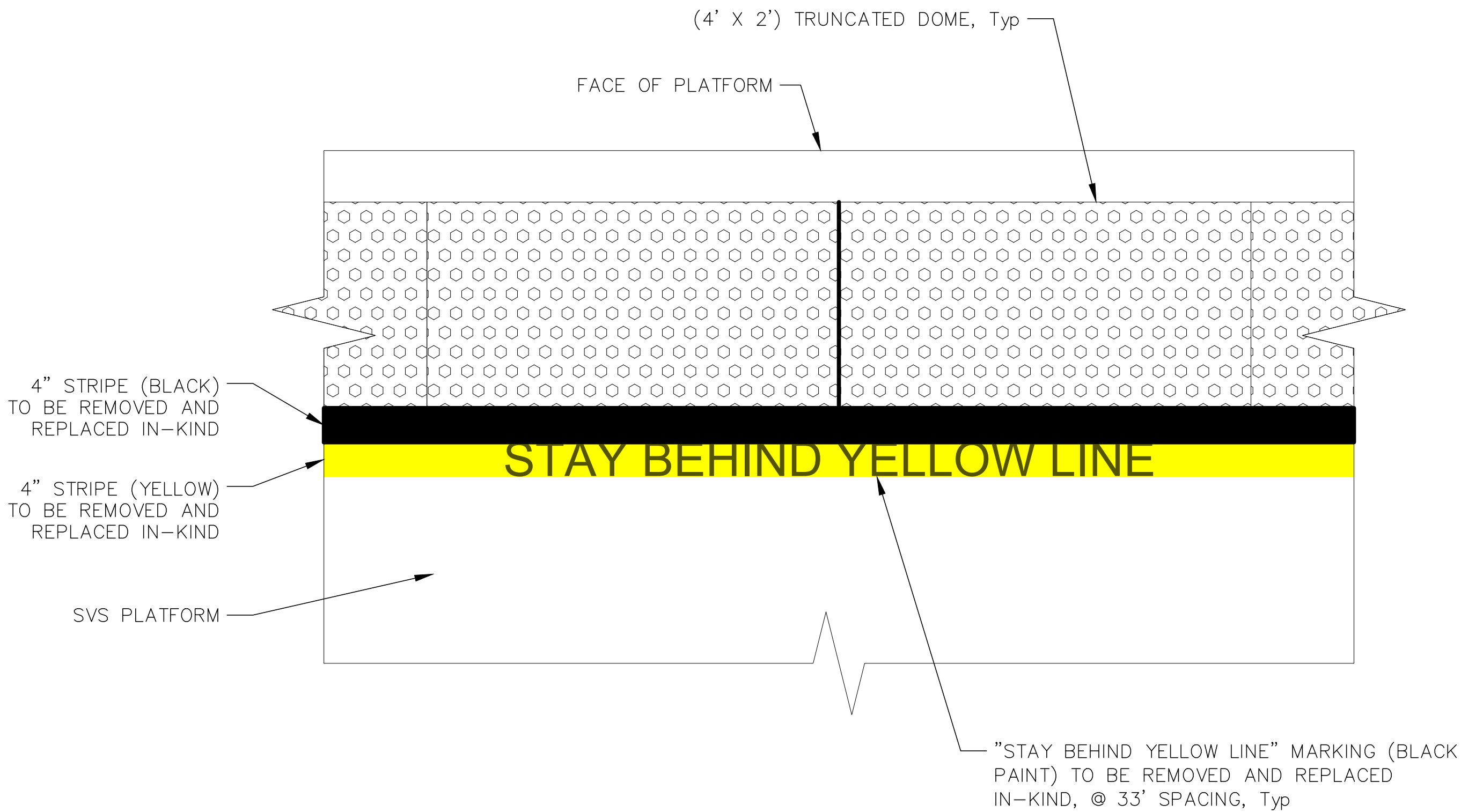
1. CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR ALL CONSTRUCTION DETAILS NOT DESCRIBED OR SHOWN ON THESE PLANS. IF FURTHER CLARIFICATIONS ARE NEEDED, CONTRACTOR SHALL CONTACT THE ENGINEER.
2. A FLEXIBLE SEALING COMPOUND SHALL BE USED TO SEAL GAPS IN CONDUITS BENEATH EXISTING LIDS ALONG BOTH PLATFORMS IN SUCH MANNER THAT NO WATER CAN INTRUDE. ONCE SEALING COMPOUND IS APPLIED, EACH CONDUIT IS TO BE COVERED AND ALLOWED TO DRY. CONTRACTOR SHALL CLEAN CONDUITS ONCE SEALING COMPOUND IS FULLY CURED.



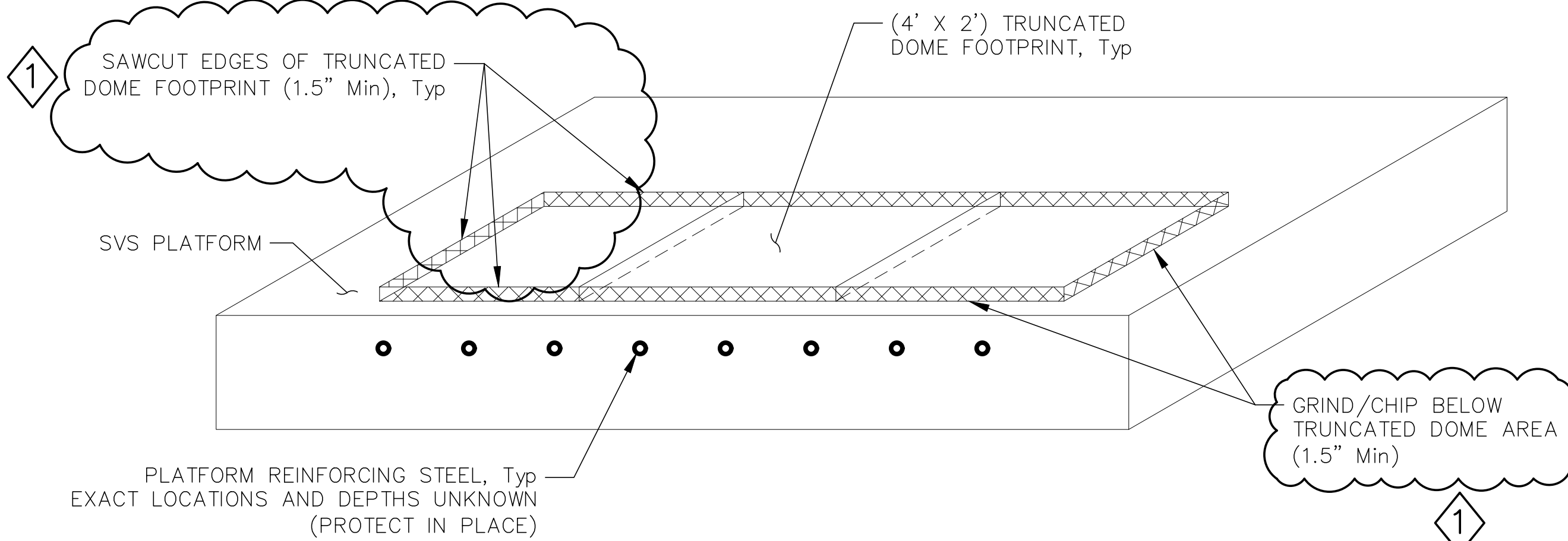
ISOMETRIC VIEW

SIDE VIEW

CONDUIT SEAL DETAILS
NO SCALE



PAINTED STRIPE REMOVAL DETAILS
NO SCALE



TRUNCATED DOME REMOVAL AND SAWCUT/CHIP/GRIND LIMITS
NO SCALE

CAD FILE:

REVISIONS				BENCH MARK		FIELD BOOK		CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS			IMPROVEMENT PLANS FOR SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT CONSTRUCTION DETAILS			DWG. NO. CD-1	SHEET 11 OF 11
NO.	DESCRIPTION	DATE	BY	DESCRIPTION		SCALE									
				CITY OF SACRAMENTO NGVD29 BENCHMARK '297-C3D', ELEV: 29.38 AND BENCHMARK '297-C3E', ELEV: 29.38 (VERT. DATUM) NAD83 CA ZONE II HPGN 1997.30 ADJUSTMENT (HORIZ. DATUM)	-	HORIZ. 1"=50' VERT. N/A		DRAWN BY: J. SADORRA DATE 8/24/2022	DESIGN BY: C. BRAZIL R.C.E. DATE 8/24/2022	CHECKED BY: P. GERVACIO R.C.E. C64714 DATE 8/30/2022				PN: T15029011	
1	REVISED PLANS	4/19/23													



CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 09/26/2023 Contract Expiration Date (if applicable): _____
\$ Amount (Not to Exceed): \$ 1,750,000.00 Adjusted \$ Amount (+/-): _____
Other Party: FBD VANGUARD CONSTRUCTION, INC.
Project Title: SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT
Project #: T15029011 Bid/RFQ/RFP #: B23151131008
City Council Approval: YES if YES, Council File ID#: 2023-00989

Contract Processing Contacts

Department: Public Works Project Manager: PHIL VULLIET
Contract Coordinator: RAQUEL GONZALEZ Email: RAGonzalez@cityofsacramento.org

Department Review and Routing

Contracts: Raquel Gonzalez 08/17/2023
Project Manager: _____
Supervisor: _____
Division Manager: _____
Dept Review: _____



Construction Related



Other Party Signature Needed

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

**CONTRACT SPECIFICATIONS
For
SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT**

(PN: T15029011)

Bid # B23151131008

For Pre-Bid Information Contact:
Phil Vulliet, Project Manager
pvulliet@cityofsacramento.org

AGREEMENT
(Construction Contract Over \$25,000)
Award: \$ 1,750,000.00

THIS AGREEMENT, dated for identification **September 26, 2023**, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **FBD Vanguard Construction, Inc.**, 550 Greenville Road, Livermore, CA 94550 ("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
- Notice Regarding Assembly Bill 626
- 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
- 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 June 4, 2007 (Resolution No. 2007-350), 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:

**SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT
(PN: T15029011)**

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

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

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount 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 shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance 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.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved 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.

- F. 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. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work 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.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **60 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.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the

unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance 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.

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after 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 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the 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 **\$ 4,300.00** for each working 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.

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by

any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

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

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with

the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

E. Verification of Coverage

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

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

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

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums 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.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; 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.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be

considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, 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.

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way

release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required 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).

27. 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 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its 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 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

33. 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.

34. 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.

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

CONTRACTOR

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

DATE 8/15/23

BY [Signature]
Billie Sposeto

Print Name
President

Title

BY [Signature]
Barbara Welch

Print Name
CFO/Secretary

Title
1000008493

DIR Registration #
90-0249076

Federal ID#

State ID#
1029368

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 _____

BY _____

For: Howard Chan, City Manager

Original Approved As To Form:

Attest:

[Signature]
City Attorney

City Clerk

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works

Page 1 of 1

Bond No.: 107865283

Premium: \$11,000.00

WHEREAS, the City of Sacramento, State of California hereinafter called City, has conditionally awarded to **FBD Vanguard Construction, Inc.**, 550 Greenville Road, Livermore, CA 94550 as principal, hereinafter called Contractor, a contract for construction of

**Sacramento Valley Station Platform Repair Project
(PN: T15029011)**

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)*
Travelers Casualty and Surety Company of America, 100 California St., #300, San Francisco, CA 94111

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 FIFTY THOUSAND DOLLARS (\$ 1,750,000.00)**, 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 August 15, 2023.

FBD Vanguard Construction, Inc.

By [Signature] (Contractor) (Seal)
Title Billie Spasato, President

ORIGINAL APPROVED AS TO FORM:

[Signature]
August 17, 2023 10:53 PDT

City Attorney

Travelers Casualty and Surety Company of America

By [Signature] (Surety) (Seal)
Title Kathleen Earle, Attorney-in-Fact
Agent Name and Address Andreini & Co.
2010 Crow Canyon Place, Ste. 320, San Ramon, CA 94583
Agent Phone # 925-884-2287
Surety Phone # 415-732-1429
California License # 0760484/A&C: 0208825

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 AUG 15 2023

before me, Shawndrae N. Johnston, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Kathleen Earle

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

Shawndrae N. Johnston

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ 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: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kathleen Earle of San Mateo, CA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107865283

OR

Principal: FBD Vanguard Construction, Inc.

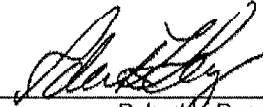
Obligee: City of Sacramento

Project Description: Sacramento Valley Station Platform Repair Project (PN: T15029011)

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

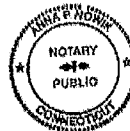
By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

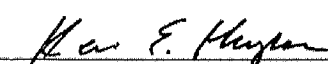
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of August, 2023.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY OF SACRAMENTO

PAYMENT BOND

Department of Public Works

Page 1 of 1

Bond No.: 107865283

Premium: Included in
Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: **FBD Vanguard Construction, Inc.**, 550 Greenville Road, Livermore, CA 94550 as principal, hereinafter called Contractor, a contract for construction of:

**Sacramento Valley Station Platform Repair Project
(PN: T15029011)**

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):

Travelers Casualty and Surety Company of America, 100 California St., #300, San Francisco, CA 94111

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 FIFTY THOUSAND DOLLARS (\$1,750,000.00)**, 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 August 15, 2023.

FBD Vanguard Construction, Inc.

(Contractor) (Seal)
By [Signature]
Title Billie Spasetti, President

ORIGINAL APPROVED AS TO FORM:

[Signature]
ve 15, 2023 10:53 PM

City Attorney

Travelers Casualty and Surety Company of America

(Surety) (Seal)
By [Signature]
Title Kathleen Earle, Attorney-in-Fact
Agent name and Address: Andreini & Co.
2010 Crow Canyon Place, Ste. 320, San Ramon, CA 94583
Agent Phone # 925-884-2287
Surety Phone # 415-732-1429
California License # 0760484/A&C: 0208825

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 AUG 15 2023 before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kathleen Earle
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 Shawndrae N. Johnston
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: _____

☐ 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: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kathleen Earle of San Mateo, CA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107865283

OR

Principal: FBD Vanguard Construction, Inc.

Obligee: City of Sacramento

Project Description: Sacramento Valley Station Platform Repair Project (PN: T15029011)

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By: 

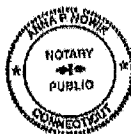
Robert L. Raney, Senior Vice President

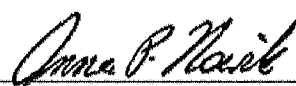
City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

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I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of August, 2023.





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

City of
SACRAMENTO
Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **FBD VANGUARD CONSTRUCTION, INC.**
Business Address **550 GREENVILLE RD**
Owner **BILLIE SPOSETO, DOMINIC SPOSETO**
Type of Business **Contractors - Construction**
Tax Classification **Gross Receipts**
Expires **03/31/2024**
Mailing Address **FBD VANGUARD CONSTRUCTION, INC.**
550 GREENVILLE RD
LIVERMORE, CA 94550-9297

1029368



1029368

TOTAL PAID:
\$972.39

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/>

Contractor's License Detail for License # 833032

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

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

Data current as of 8/16/2023 2:08:15 PM

Business Information

F B D VANGUARD CONSTRUCTION INC
550 GREENVILLE ROAD
LIVERMORE, CA 94550
Business Phone Number:(925) 245-1300

Entity Corporation
Issue Date 02/25/2004
Expire Date **02/29/2024**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [B - GENERAL BUILDING](#)
- ▶ [C-8 - CONCRETE](#)

Bonding Information

Contractor's Bond

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

Bond Number: 9057757

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

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

Effective Date: 03/02/2015

Workers' Compensation

- ☐ Marble Mason/Finisher
- ☐ Operating Engineer
- ☐ Painter
- ☐ Parking/Highway/Improvement
- ☐ Plasterer/Tender
- ☐ Plumber
- ☐ Roofing
- ☐ Sheet Metal Worker
- ☐ Stator Rewinder
- ☐ Teamster
- ☐ Terrazzo Worker/Finisher
- ☐ Tile Setter/Finisher
- ☐ Water Well Driller

Apply

Registrations

Search Results: 1 found

Showing Page 1 of 1 [Previous](#) [Next](#)

[Print PDF](#) [Export](#)

[Add all to my list](#) [My List \(0\)](#)

FBD VANGUARD CONSTRUCTION INC

[View Details](#) [+ Add to My List](#)

Detail:

Registration Number: 1000008493

Status: Active

CSLB Number: 833032

Legal Entity Type: Corporation

Mailing Address: 550 GREENVILLE ROAD
LIVERMORE
CA 94550

County: Alameda

Craft: Carpenter;Cement Mason;General Building;General Engineering;Labo...

Email: billies@vc-inc.net

DBA

Name

FBD VANGUARD CONSTRUCTION INC

Regist
Effect
7/1/2
7/1/2
6/12/
5/9/2
6/7/2
6/24/
2/5/2

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:

**SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT
(T15029011)**

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 Description	Qty	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	238,020	238,020
2	Erosion and Sediment Control	1	LS	6,700	6,700
3	Construction Site Management	1	LS	4,700	4,700
4	Station Operation Coordination	1	LS	5,000	5,000
5	Flagger	1	LS	150,000	150,000
6	Work Zone Closure Signage	1	LS	11,000	11,000
7	Public Notification Signage	1	LS	5,400	5,400
8	Temporary Channelizer	1	LS	1,200	1,200
9	Temporary Chain Link Fence	1	LS	34,000	34,000
10	Seal Conduit Penetrations (at platforms)	1	LS	20,000	20,000
11	Remove Existing Painted Striping (4" Yellow/Black)	5000	LF	0.90	4,500
12	Place New Painted Striping (4" Yellow/Black)	5000	LF	1.40	7,000
13	Sawcut Edges of Existing Truncated Domes	1	LS	105,000	105,000
14	Remove Truncated Domes	10000	SQFT	12.75	127,500
15	Install Truncated Domes	10000	SQFT	32	320,000
16	Grind Existing Platform Beneath Truncated Domes	10000	SQFT	15.50	155,000
17	Not Used	N/A	N/A	—	—
18	Cast-in-Place Concrete	10000	SQFT	12	120,000

19	Bead Blast Existing Concrete Platform	56000	SQFT	1.10	61,600
20	Bead Blast Barrier	1	LS	74,000	74,000
21	Furnish Methacrylate Product	765	GAL	80	61,200
22	Place Methacrylate Product	46000	SQFT	1.64	75,440
23	Volatile Organic Compounds Monitoring	1	LS	5,000	5,000
24	Furnish Concrete Resurfacing Product	28400	LB	1.10	31,240
25	Place Concrete Resurfacing Product	46000	SQFT	2.75	126,500

CONTRACTOR NAME: FBD Vanguard Construction, Inc. TOTAL \$ 1,750,000.00

It is understood that this Bid Proposal is based upon completion of the Work within a period of **SIXTY (60) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Work under these Special Provisions shall be performed by qualified personnel experienced in work described herein. The Contractor and/or its subcontractor shall possess current and active licenses issued by the California Contractors State License Board for Class A – General Engineering Contractor and Class C10 – Electrical at the time of the bid submittal and throughout the construction period. Any cited violations or pending violation investigations by the California Contractors State Licensing Board within three years prior to the date of the bid submittal shall be fully disclosed in the bid.

Class A License Number: 833032

Name and Address of Licensee: FBD Vanguard Construction, Inc. 550 Greenville Rd. Livermore, CA, 94550

Issue Date:

Expiration Date: 02/29/2024

License Status: Active.

Class C10 License Number:

Name and Address of Licensee:

Issue Date:

Expiration Date:

License Status:

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to Jose Ledesma, the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814 or by email at JLedesma@cityofsacramento.org.

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

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

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

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

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

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

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

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

Add. #	<u>1</u>	DATE	<u>11/17/2022</u>
Add. #	<u> </u>	DATE	<u> </u>
Add. #	<u> </u>	DATE	<u> </u>

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:

(\$ 1,750,000) not less than ten percent (10%) of amount Bid Proposal

 CERTIFIED CHECK
 CASHIER'S CHECK
 ☒ BID BOND
 MONEY ORDER
 OTHER SECURITY

CONTRACTOR:
By 
(Signature)

Billie Spaseto
(Print or Type)

Title President
Address 550 Greenville Road
Livermore, CA. 94550
Telephone No. 925-245-1300

Fax No. 925-245-1007

Email Address dspaseto@vc-inc.net

Date 08/14/2023

Contractor's License No. 833032 Type Corporation

Expiration Date 02/29/2024

Tax I.D. Nos. - Fed. 90-0249076 State California

City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing.)

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: _____

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	FBD Vanguard Construction, Inc.	Date	12/6/2022
Prime Contractor Address	550 Greenville Road Livermore, CA 94550	Bid Amount	\$ 1,750,000.00
(REQUIRED) Prime Contractor DIR Registration #	1000008493	Is Prime LBE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Business Name License Number	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
Dees Burke Engineering Construction, LLC 1012305	1000036375	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Bead Blast Concrete Platform, Finish Methacrylate Product, Place Methacrylate Product	\$ 172,720.00 Bead Blast Concrete Platform, Finish and Place Methacrylate Product
207 State St. Ontario, CA, 91762 Todd 626-228-3670 Elite Ready-Mix, LLC N/A 6790 Bradshaw Rd. Sacramento, CA, 95829 Greg Franklin 916-203-5296		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Supplier of truncated domes & concrete resurfacing product	\$ 160,000 Supplier of truncated domes & concrete resurfacing product
Chrisp Company 374600 1805 East Beamer St. Woodland, CA, 95776 Joe Fini 916-549-8368	1000000306	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Striping, Mobilization for Their Work, Remove Existing Striping, Place New Striping	\$ 30,500 Striping, Mobilization for Their Work, Remove & Place Striping

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: FBD Vanguard Construction, Inc.

	Billie Sposeto, President	12/6/2022
Signature	Title	Date


GUARANTEE

We hereby guarantee the **SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT (PN: T15029011)** 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: 8/15/23

Signed: _____



Billie Sposeto, President

Printed Name

FBD Vanguard Construction Inc
Company

550 Greenville Rd
Address

Livermore, CA 94550

WORKER'S COMPENSATION CERTIFICATION

SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT, T15029011

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

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

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

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

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

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

DATE: 8/15/23

Contractor FBD Vanguard Construction Inc.

By



Signature

Billie Sposeto, President

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

FBD VANGUARD CONSTRUCTION, INC.

2 Business name/disregarded entity name, if different from above

VANGUARD CONSTRUCTION

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 GREENVILLE ROAD

6 City, state, and ZIP code

LIVERMORE, CALIFORNIA 94550

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-								
--	--	--	--	---	--	--	--	--	--	--	--	--

or

Employer identification number

9	0	-	0	2	4	9	0	7	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► **8/15/23**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

2023 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

FBD Vanguard Construction

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

90-0249076

Address (apt./ste., room, PO box, or PMB no.)

550 Greenville Rd

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

Livermore

State

CA

ZIP code

94550

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 Billie Sposeto, PresidentTelephone (925) 245-1300

Payee's signature ▶


Date 8/16/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2023

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 Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: Linda Reynolds PHONE (A/C, No, Ext): 650-378-4258 E-MAIL: lreynolds@andreini.com FAX (A/C, No): 650-378-4361
INSURED FBD Vanguard Construction 550 Greenville Rd Livermore, CA 94550	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Executive Risk Indemnity, Inc. INSURER C: Travelers Prop Cas Co of Amer INSURER D: Allied World National Assuranc INSURER E: ACE Fire Underwriters Ins. Co. INSURER F:
	NAIC # 20281 35181 25674 10690 20702

COVERAGES

CERTIFICATE NUMBER: 1563063456

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	54309636	2/1/2023	2/1/2024	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 Deductible \$10,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	54309635	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$NIL
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		03117053	2/1/2023	2/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Prods / Comp Ops \$10,000,000
E	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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	54309637	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased Rented Equipment Installation Floater Sch Contractors Equip		QT6602L182971TIL23	2/1/2023	2/1/2024	Limit Per Occ. \$900,000 Limit Per Occ. \$1,500,000 Limit \$16,079,357

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

Pollution / Professional Liability, Limit Per Occurrence/Aggregate \$2,000,000, Navigators Ins. Co., NAIC #42307 Policy #SF22ECP0A17QMIC, Policy Term 2/1/2023-24

Excess Liability \$5,000,000 excess of \$10,000,000, Endurance American Specialty Ins. Co., NAIC #41718, Policy #ELD30015598401, Policy Term 2/1/2023-2024

Excess Liability \$10,000,000 excess of \$15,000,000, Aspen American Ins. Co., NAIC #43460, Policy #CX00AJQ23, Policy Term 2/1/2023-2024

See Attached...

CERTIFICATE HOLDER

City of Sacramento, Department of Public Works
Engineering Services Division
915 I Street, Room 2000
Attn: Raquel Gonzalez
Sacramento CA 95814

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Andreini & Company-San Mateo		NAMED INSURED FBD Vanguard Construction 550 Greenville Rd Livermore, CA 94550
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Deductibles: Pollution / Professional Liability \$25,000, Installation Floater \$5,000, Sch. Contractors Equipment \$5,000

Excess Liability provides follow-form coverage, providing Drop Down coverage, over the underlying General Liability, Auto Liability and Employer's Liability policies.

Re: Job No. VC1731 | Sacramento Valley Station Platform Repair Project | Project No. T15029011

The City of Sacramento, its officials, employees, and volunteers are named Additional Insured with respect to General & Auto Liability on a Primary & Non-Contributory basis when required by written contract per the attached endorsements. Excess Liability follows form. Waiver of Subrogation applies to Workers' Compensation when required by written contract language. Additional Insured shall be provided at least 30 days prior notice of cancellation or non-renewal, or at least 10 days' notice of cancellation due to non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NON-RENEWAL TO
SPECIFIED PERSONS OR ORGANIZATIONS**

This endorsement is added to the policy.

COMMON POLICY CONDITIONS

SCHEDULE**Name(s) and Address(es):**

WHERE REQUIRED BY WRITTEN CONTRACT.

This endorsement is added to the policy.

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If the policyholder or insured person or organization is notified in writing by the insurer that the policy is being cancelled or non-renewed, the policyholder or insured person or organization must be notified in writing by the insurer at least 30 days prior to the date of cancellation or non-renewal.
2. If the policyholder or insured person or organization is notified in writing by the insurer that the policy is being cancelled or non-renewed, the policyholder or insured person or organization must be notified in writing by the insurer at least 10 days prior to the date of cancellation or non-renewal.
3. If the policyholder or insured person or organization is notified in writing by the insurer that the policy is being cancelled or non-renewed, the policyholder or insured person or organization must be notified in writing by the insurer at least 10 days prior to the date of cancellation or non-renewal.
4. Any person or organization that is notified in writing by the insurer that the policy is being cancelled or non-renewed, the policyholder or insured person or organization must be notified in writing by the insurer at least 10 days prior to the date of cancellation or non-renewal.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy 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.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Towing**

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

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

- a. **Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

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

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

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

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

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment 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 **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". 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 and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, 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.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. 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".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory 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. Any claim or "suit" by or on behalf of a governmental authority for damages 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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "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.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

T d r d r r d d d r

BUSINESS AUTO COVERAGE FORM

Wann rufen Sie mich an? rufen Sie mich an, wenn Sie mich anrufen. Für die ersten 10 Minuten ist das kostenlos.

T
d r

Named Insured: FBD Vanguard Construction, Inc.

Endorsement Effective Date: 02/01/2023

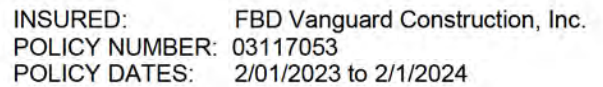
SCHEDULE

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

Intermittent reinforcement schedules are characterized by the presence of a fixed number of responses (e.g., 5) before a reward is delivered. This schedule is often used in behavior modification programs to maintain high levels of responding over time.

T
Insurance
S
Other
General Conditions
Business Auto Conditions

[illegible]



FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

H0: Overall impact of recorded driver S₀ on II or
D₀ on Ad S₀ on P₀ is not equal to 0
policy company
or
policy

D) The **policy** is the set of parameters that define the model's behavior. It is a function that takes the current state of the environment and returns the action to take. The policy is trained to maximize the expected return over the long run. The policy is often represented as a neural network that takes the state as input and outputs the action probabilities. The policy is trained using reinforcement learning algorithms, such as policy gradient methods or actor-critic architectures. The policy is often represented as a neural network that takes the state as input and outputs the action probabilities. The policy is trained using reinforcement learning algorithms, such as policy gradient methods or actor-critic architectures.

[illegible]

[illegible]

The LTO Order **policy** **underlying** **limits.**

[illegible][illegible]

E = Settlements and Earnings Overrun Losses
 of Insurance Companies Due to Other
 Activities Losses of Insurance Companies
 Due to Other Activities **company**
 under loss under **policy** under loss:

[illegible]

F. S. D. E.
underlying limits
loss policy
underlying limits policy
dr d
underlying limits
underlying excess insurance
loss

G Underlying limits

1. The number of people who are not in the room is 10. The number of people who are in the room is 10. The number of people who are not in the room is 10. The number of people who are in the room is 10.

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A insured's r d r

☐ **T**he corporation has underlying excess insurance.

underlying primary insurance
underlying excess insurance

[illegible]

☐ An underlying excess insurance policy or policies covering the insured's liability under the Fidelity and Policyholders' policy.

H I P policy D add d r L O

SECTION 11.1 CONDITIONS

[illegible]

□ □ □ □ □ □ □ □ □ □ □ □

10 The undersigned insured declared that he was
not aware of any policy or policies issued by
the company, and that he did not know of any
policy or policies issued by the company,
and that he did not know of any policy or
policies issued by the company.

☐ The company's policy
is different from Noid Insured.

1. **Prerequisites:** Before installing the **Insured** application, ensure that your system meets the following requirements:
 - Operating System: Windows 10 or later.
 - Processor: Intel Core i5 or equivalent.
 - Memory: 8 GB RAM or more.
 - Storage: 50 GB free space.
 - Network: Internet connection for updates and licensing.
 - Hardware: A dedicated graphics card is recommended for better performance.

Trip Production policy
determine driver behavior

I am insured under my company's policy.
I am insured under my company's policy.

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A number of companies are involved in the insurance industry. The insurance industry is a complex one, with many different types of insurance companies. Some of the most common types of insurance companies are life insurance companies, health insurance companies, and property and casualty insurance companies. Each of these types of insurance companies has its own set of rules and regulations, and they all play a role in the insurance industry.

The policy is issued to the
 company. The company is insured
 for the amount of the policy.
 The policy is issued to the
 company. The company is insured
 for the amount of the policy.
 The policy is issued to the
 company. The company is insured
 for the amount of the policy.

[illegible]

insured

A **policy** is a function that maps states to actions.
 It is a function that takes a state as input and returns an action.
 The policy is used to select the action to take in a given state.

[illegible][illegible]

T₀ policy d₀ F₀dP

1 The company reports that it complies with applicable laws and regulations, including those relating to environmental protection, labor practices, human rights, and anti-corruption. The company also has a robust risk management system in place to identify and mitigate potential risks.

The insured represents and warrants that he or she is the owner of the property covered by the policy and that the policy is not a policy of insurance issued by a company licensed to do business in the State of New York.

T **insured** d
dd r r
company r

E. The company does not deem it prudent to enter into a policy without insured and the other insured insured under the policy.

underlying limits

policy company's

Insured company underlying excess insurance or underlying primary insurance

Other insurance
policy other insurance.

Practise
1. A. Policy Period
policy Insured company
Add Admitted Practise
policy.

The Maximum Excess Practise
100
policy.

The Maximum Add Admitted Practise
policy
policy

policy

The Maximum Add Admitted Practise
policy

The Maximum Excess Practise
policy

Reinsured
company policy insured insured's

company
insured
insured

SECTION 11 DEFINITIONS

Company
policy

Insured
policy

Loss
insured
underlying limits
underlying excess insurance
underlying primary insurance
policy

Other insurance
policy
policy
underlying limits
other insurance
underlying excess insurance
underlying primary insurance
policy

Policy
policy

Triggering event

1. When
policy
policy
policy

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 0000 F00000d P00000 00 0 00000 000 d0 00000000
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 00 000 r000000000 00 0000 0000r000 00d0r
 0000 F00000d P000000

Underlying excess insurance is the amount of insurance that the insured is required to maintain under the policy. It is the amount of insurance that the insured is required to maintain under the policy.

Underlying primary insurance □ Underlying excess insurance □ Underlying primary insurance d... Underlying excess insurance d... Second O... Underlying Insurance policy □

Underlying limits

1) The risk premium is the underlying excess insurance.

underlying primary insurance, and

underlying primary insurance

[illegible][illegible][illegible]

The regression model is estimated using the following equation:

$$Y_{it} = \alpha + \beta_1 \text{underlying excess insurance}_{it} + \beta_2 \text{underlying excess insurance}_{it} \times \text{underlying primary insurance}_{it} + \epsilon_{it}$$

7. The underlying primary insurance is the insurance that provides the primary source of payment for the insured's medical expenses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NON-RENEWAL TO
SPECIFIED PERSONS OR ORGANIZATIONS**

This endorsement is added to the policy.

COMMON POLICY CONDITIONS

SCHEDULE**Name(s) and Address(es):**

ALL PERSONS OR ORGANIZATIONS AS ON FILE WITH US

This endorsement is added to the policy.

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If the policyholder or insured person or organization is notified in writing by the insurer that the policy is being cancelled or non-renewed, the policyholder or insured person or organization must provide a written explanation of the reasons for the cancellation or non-renewal to the insurer within 30 days of the date of the notice.
2. If the policyholder or insured person or organization is notified in writing by the insurer that the policy is being cancelled or non-renewed, the policyholder or insured person or organization must provide a written explanation of the reasons for the cancellation or non-renewal to the insurer within 10 days of the date of the notice.
3. If the policyholder or insured person or organization is notified in writing by the insurer that the policy is being cancelled or non-renewed, the policyholder or insured person or organization must provide a written explanation of the reasons for the cancellation or non-renewal to the insurer within 10 days of the date of the notice.
4. Any person or organization that is notified in writing by the insurer that the policy is being cancelled or non-renewed, must provide a written explanation of the reasons for the cancellation or non-renewal to the insurer within 10 days of the date of the notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.

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

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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.

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.

Workers' Compensation and Employers' Liability Policy

Named Insured FBD Vanguard Construction, Inc.	Endorsement Number
	Policy Number 54309637 Symbol: Number:
Policy Period 2/01/2023 to 2/01/2024	Effective Date of Endorsement 2/01/2023
Issued By (Name of Insurance Company) Federal 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:

WHERE REQUIRED BY WRITTEN CONTRACT.

3. Premium:

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

4. Minimum Premium: \$0



Authorized Representative

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(PN: T15029011)

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SPECIAL PROVISIONS
FOR
SACRAMENTO VALLEY STATION PLATFORM REPAIR PROJECT
(PN: T15029011)

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of resurfacing the north and south platforms at the Sacramento Valley Station (SVS), as shown on the plans, to address concrete cracking and water intrusion issues that developed from the initial construction.

The work includes resurfacing of both platforms to seal concrete cracks, removal and placing new truncated domes, sealing conduit penetrations. This work shall consist of removing existing truncated domes, saw cutting and removing the existing concrete beneath the truncated domes so that polymer concrete can be placed allowing wet set of new truncated domes, applying methacrylate to the existing platform cracks, applying a concrete resurfacing product over the entire platform area and sealing conduits in various areas to prohibit water intrusion and any other work involved in constructing or placing material.

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, dated November 2020, adopted April 2020, referred to herein as "Standard Specifications" and any amendments. Reference is also made to California Department of Transportation Standard Specifications, adopted October 2018, referred to herein as "State Standard Specifications", and any revisions. 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 5-1.05," Order of Work," of the State Standard Specifications and these special provisions.

The first Order of Work shall be for the Contractor to order methacrylate and truncated domes to minimize construction delays if manufacturers have supply chain issues. The Engineer shall be furnished a statement from the vendor that the order for the methacrylate and truncated domes have been received and accepted by the vendor.

The Second Order of Work is to coordinate with the SVS Station Operators and complete a job walk to coordinate construction activities and train operations to minimize delays and impacts to users. This may

include routing trains to different parts of the station to minimize interaction with construction areas and working around fueling and potable water operations along the platform.

The third Order of Work is to complete a limited test length of the removal and placement of truncated domes in an isolated area of the platform for City approval prior to proceeding to remove the truncated domes in their entirety. If the platform concrete breaks to a point beyond repair or installation of the domes do not adhere correctly at any point during the test removal and install, the Contractor shall stop removal and install and notify the Engineer for further guidance

Full compensation for conforming to the provisions in this section "Order of Work," including portable changeable message signs, temporary signs, and submittals and revisions of traffic handling, and detour plans shall be considered as included in the contract prices paid for other bid items described in these Special Provisions and no additional compensation will be allowed therefor.

1.4 COMPLETION TIME

The time limit for the completion of all items of work is Sixty (60) 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 THREE HUNDRED DOLLARS (\$4,300.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of Sixty (60) 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.

The Contractor may have a maximum of two resurfacing operations working concurrently if approved by the Engineer. A resurfacing operation is defined in these Specifications as a working crew performing placement of methacrylate, placement of concrete resurfacing product, platform grinding, or placement of polymer concrete.

1.5 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.

1.6 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 Jose Ledesma, City of Sacramento, Department of Public Works, 915 I Street, Room 2000 Sacramento, CA 95814(916) 808-8195, FAX (916) 808-8281 or jledesma@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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

Although no hazardous materials are anticipated, 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 extra 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.

1.13 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's and train operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof. Coordination should include discussions with train operators to possibly shift train operations to different parts of the station to minimize public interaction with construction areas.

1. At a minimum, the Contractor shall coordinate his operations with the following:

- City Fire Alarm
Contractor shall notify Doug Crawford, at 916-798-0673 or 916-277-6133, a minimum of five (5) working days prior to beginning work at each location.
- Underground Service Alert
Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.
- Regional Transit (RT)
At least three (3) working days prior to working at the SVS, the Contractor shall contact the Regional Transit (RT) Dispatcher at (916) 321-2897 and notify RT that traffic restrictions may be in effect and that bus operations may be impacted.
- Amtrak
Contractor shall contact:

Christina Man, at (916) 444-2475, Christina.Man@amtrak.com

Or

Gabriel Barrientos, at (916) 396-5499, Gabriel.Barrientos@amtrak.com
at least 10 working days before the start of construction.
- Capital Corridor
Contractor shall contact Mike Hendley, Transportation Services Manager at (510) 421-1063, mhendle@bart.com at least 10 working days before the start of construction.
- San Joaquin/JPA
Contractor shall contact Brian Schmidt, at (209) 944-6241, Brian@acerail.com at least 10 working days before the start of construction.

The cost of coordination shall be included in the unit prices bid for Station Operation Coordination of the proposal and no additional compensation will be allowed therefor.

1.14 PROJECT SCHEDULING

The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 5 days of the Engineer's written request at any other time. The Contractor shall furnish the schedules on a form of their choice but should be in the latest version of Microsoft Project, Primavera, or equivalent and identify critical path items. The progress schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start the features of the work and the contemplated dates for completion of the work. The schedule of values is submitted for use in determining progress payments. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

The Contractor shall submit, review, and update a project schedule in accordance with Section 7-2 of the Standard Specifications. Subsequent to the time that submittal of a progress schedule and a schedule of values is required in accordance with these specifications, no progress payments will be made prior to the submittal of an acceptable project schedule.

1.15 PROTECTION OF EXISTING IMPROVEMENTS

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for their accuracy.

The Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 and Section 4217.

Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, grass, fences, 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 construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

The Contractor is expected to "pothole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict with the proposed work.

The cost of relocating existing overhead or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

No compensation will be paid to the Contractor for the maintenance and protection of existing utilities and facilities. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.16 TRAFFIC HANDLING, 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 trains, 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.

CONTRACTOR SUBMITTALS

The Contractor must submit for review and approval the following items:

- A. **Construction Sequencing Plan** – detailing the proposed construction staging and proposed closures including limits, durations, and dates. All closures shall be clearly indicated in the project schedule.
- B. **Detour Plan** – detailing the rerouting of pedestrian, bicycle, and vehicular traffic during any proposed closures.
- C. **Traffic Control Plan** – detailing how pedestrian, bicycle, and vehicular traffic will be routed through active construction areas. This shall include signage, channelizer/barrier locations, temporary fence locations, and bead blasting barrier locations for each stage.

The submitted plans shall cover all proposed phases of work. Each plan shall be submitted to the Engineer for review and approval. The contractor shall make all requested modifications to these plans and no work affected by these plans shall begin until the plans have been approved.

PUBLIC CONVENIENCE

All work performed on the SVS platform shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an Engineer approved closure.

PEDESTRIAN AND BICYCLIST ACCESS

The Contractor shall not block the movement of pedestrian or bicycle traffic unless as part of an Engineer approved closure. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. The contractor must submit for review and approval a traffic handling plan which includes details for the provision of pedestrian and bicycle access.

Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Minimum allowable pedestrian and bicycle access shall consist of four-foot (4') wide bridges across trenches and four-foot (4') wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic.

ERECTION OF SIGNS TO EXPEDITE PASSAGE OF VEHICLES & PEDESTRIANS

The Contractor shall erect such warning and directional signs as necessary or as directed by the Engineer for expediting the passage of public traffic through or around the Work and the approaches.

TRAFFIC OBSTRUCTIONS, DELAYS, AND INCONVENIENCES

All public traffic shall be permitted to pass through the Work zone unless during an Engineer approved closure, and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

HAZARDOUS CONDITIONS CREATED

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the Agency to prevent accidents or damage or injury to the public or property.

Temporary facilities the Contractor uses to perform work, or store/stage materials or equipment within, shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

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.

The plans shall be developed with the following requirements:

1. No work will be allowed if the Contractor does not adhere to these traffic control guidelines.
2. Workers and plans shall comply with Amtrak Contractor Safety Training when working within 25 feet of the tracks and for compliance with all Federal Railroad Administration training requirements, including but not limited to the freight railroad On Track Safety Program.
<http://amtrakcontractor.com>
3. Working hours within the SVS shall be between the hours of 7:00 AM and 6:00 PM Monday through Friday, unless otherwise approved by the Engineer. No street or lane shall be closed prior to 8:00 A.M. and all streets and lanes shall be open to traffic by 4:00 P.M. **SVS platform areas not actively being repaired by the Contractor shall be accessible and operational at all times to passengers and pedestrians.**
4. Weekend work may be approved by the Engineer.
5. 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.
6. The Contractor shall furnish and install temporary stripes, and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
7. Contractor shall schedule resurfacing such that access to required passenger and operation areas are maintained. However, the Engineer has the right to modify the above criteria to accommodate the residents' needs.
8. 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.
9. All work performed on the SVS platform shall be done in an expeditious manner to cause as little inconvenience to the traveling public as possible.
10. The Contractor shall place Type III barricades with "Area Closed" signs at the ends of each work area in the process of being resurfaced. The signs shall remain in place until the mixture has cured sufficiently so that the material will not adhere to the tires of vehicles or shoes of passengers.
11. The Contractor shall provide continuous business access (for loading operations, pedestrian traffic, and safety vehicles) during the businesses' hours of operations. If a single driveway or

loading dock access a business, half of the driveway must remain open at all times. Pedestrian access with ADA compliant path of travel must be provided and maintained.

12. All work is to be done in accordance with City of Sacramento noise ordinances, per Section 6 in the City Standard Specifications.
13. Prior to 8:30 A.M. and after 4:00 P.M Monday through Friday, public traffic must have access to the number of lanes normally available on all streets unless otherwise approved.
14. One (1) calendar day prior to platform closures, static signage or changeable message signs shall be placed where designated by the Engineer. Static and changeable message signs shall be considered part of this item, and no additional compensation will be allowed therefore. The message on the static or changeable message sign shall be approved in writing by the Engineer two days prior to installment on the platform. **If the Contractor fails to install changeable message signs per these guidelines, the Contractor shall pay TWO THOUSAND DOLLARS (\$2000) as liquidated damages for each day the work is being performed.**
15. Lane closures shall be in conformance with an approved traffic control plan.
16. Placement and removal of the temporary traffic stripes (tape) and pavement markings (tape) required in each stage of construction shall be considered part of this item and no additional compensation will be allowed therefor.
17. Removal of any existing conflicting pavement stripes or makings shall be considered part of this item and no additional compensation will be allowed therefore.
18. Relocation of station signs from their current location to a temporary location needed for stage construction and all sign relocations needs during construction including temporary barricades shall be considered part of this item and no additional compensation will be awarded therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in traffic handling, public safety and convenience including all temporary traffic control devices including temporary railing (type k), signage and pavement delineation, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in developing and implementing a traffic control system, including all plan submittals and revisions, as specified in these Special Provisions, and as directed by the Engineer, shall be considered as included in the prices paid for Work Zone Closure Signage and Public Notification Signage contract items of work and no additional compensation will be allowed.

1.17 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor's construction stakes within SVS platform areas or as directed by the Engineer. 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.

1.18 PUBLIC NOTIFICATION

The Contractor shall be required to notify users of the station to the work three (3) calendar days in advance of resurfacing work (except that for Monday work, residents shall be notified on the prior Thursday) The Contractor will be responsible for inserting the date on which work will be done. Any changes in the Contractor's schedule shall require that re-notification take place at the Contractor's expense. The Contractor shall not be allowed to begin work until the users within the station work area have been notified. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by users to answer their concerns.

Notification shall be done by temporarily posting signage, or as directed by the Engineer, near the general public entry/exit points at the stairways and ramps along both platforms and at least once every 300 ft throughout the underground hall walkway areas to/from the platforms in visible areas. Signage shall be maintained during construction, clear and legible and weather resistant so that the message is not obscured or washes away from moisture.

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.

1.19 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 resurfacing material and truncated dome materials, 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.

1.20 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.

1.21 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.

1.22 BACKFILLING OF VOIDS

All voids resulting from the removal of concrete 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 concrete, replace exterior site pull box or other buried structures or objects, and no additional compensation shall be allowed.

1.23 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/platform 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 a minimal amount beyond the limits of actual excavation for the truncated dome installation areas to avoid thin bands of polyester concrete beyond the truncated domes.

Where pavement cutting takes place more than five (5) calendar days before excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins.

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 Sawcut Edges of Exist Truncated Domes and no additional compensation shall be allowed.

1.24 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.

1.25 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 platform area 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 Contractor is to obtain necessary permits and training for working within and around the railroad tracks and comply with railroad and rail operator permit conditions. In the performance of this Contract, Contractor, including all subcontractors on the Project, regardless of tier, must comply with all Federal Railroad Administration safety requirements applicable to Amtrak and Union Pacific or to Contractor as a contractor of the City, including, without limitation, those requirements applicable to an "employer" as defined in Part 214 (Railroad Workplace Safety) of Chapter II of Subtitle B of Title 49 of the Code of Federal Regulations (49 C.F.R. Part 214). Contractor is responsible for any civil penalty imposed by the Federal Railroad Administration under federal rail safety laws and regulations arising from or related to Contractors and its subcontractors, regardless of tier, performance, or non-performance of any work to be performed by Contractor under this Contract.

The Contractor is solely responsible for compliance with all Federal Railroad Administration training requirements, including but not limited to the freight railroad On Track Safety Program. The freight railroad On Track Safety program is designed to fulfill requirements for training to qualify personnel as Roadway Workers under the provisions of the Roadway Workers Protection Rule 49 C.F.R. Part 214C. Contractors must ensure that all employees working in the freight railroad's corridor are roadway worker trained as required by 49 C.F.R. Part 214C. The FRA requires this training to be held annually and workers must be current in the training for the current calendar year before working on or near the freight railroad's right of way.

Contractor must keep a copy of the training records and sign-up sheets for the Freight Rail On Track Safety Training for three years and to provide the City and Amtrak a copy of the sign-up sheet. Contractor must ensure that all workers receive the required training prior to working within the freight railroad's right of way. Contractor must provide the training. In no event will Contractor be entitled to an extension of time for completion or additional compensation due to failure to timely schedule and complete Freight Railroad On-Track safety training.

The cost of necessary permits and training for working within the SVS shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

2. ITEMS OF THE PROPOSAL

ITEM NO. 1 - MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the State Standard Specifications.

The Contractor shall be responsible for mobilizing equipment and coordinating with various stakeholders the resurfacing work to occur. 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.

Payment shall be at the lump sum price bid and shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all work involved with mobilization as specified in these Special Provisions, State Standard Specifications and as directed by the Engineer.

ITEM NO. 2 - EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City 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 erosion and sediment control as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 3 - CONSTRUCTION SITE MANAGEMENT

Construction Site Management shall be in accordance with Section 13-4 of the State 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 construction site management as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - STATION OPERATION COORDINATION

Station Operation Coordination shall be in accordance with Union Pacific/Railroad, Amtrak and other rail operator guidelines and Coordination of these Special Provisions

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 station operation coordination as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - FLAGGER

Flagger shall be furnished by the Contractor and shall be in accordance with Amtrak and Union Pacific/Railroad guidelines and Coordination of these Special Provisions. The Contractor must notify Amtrak and Union Pacific at least 10 days in advance of commencing work that will place any person or equipment within 25 feet of any track or any work that will be near enough to any track that any

equipment extension will reach within 25 feet of any track so that the Contractor can arrange for flagging services.

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 station operation coordination as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 6 - WORK ZONE CLOSURE SIGNAGE

Work Zone Closure Signage shall be performed in accordance with Section 6-10 of the Standard Specifications.

Signage shall be provided to inform the public of work zone closure areas before and during construction activities within the SVS to keep the public away from these areas.

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 work zone closure signage as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - PUBLIC NOTIFICATION SIGNAGE

Public Notification Signage shall be performed in accordance with Section 6-10 of the Standard Specifications.

Signage shall be to inform the public of anticipated and ongoing work within the SVS. Signage to be placed in advance of the platform areas including, but not limited to, the entrance area to the covered breezeway of H Street and along the covered breezeway area.

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 public notification signage as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - TEMPORARY CHANNELIZER

Temporary Channelizer shall be performed in accordance with Section 6-10 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 temporary channelizer as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - TEMPORARY CHAIN LINK FENCE

Temporary Chain Link Fence shall be performed in accordance with Section 10-38 of the Standard Specifications and 16-1 of the State Standard Specifications.

Fencing to also be used to section off the immediate work area and create a separation from the general public and to fasten bead blast barrier to so that any debris can be contained and not spill into the adjacent platform and track ballast area.

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 temporary chain link fence as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - SEAL CONDUIT PENETRATIONS

Seal Conduit Penetrations shall be performed in accordance with Section 41-5 and 54-4 of the State Standard Specifications.

Silicon joint sealant to be used to seal around conduits to prevent water intrusion.

Waterproofing membrane/film to be applied to cover the ends of exposed conduits and secured to the conduit to minimize intrusion from water accumulating within the conduit boxes. Membrane to be secured by a temporary measure to allow easy removal, if necessary.

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 seal conduit penetrations as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 11 - REMOVE PAINTED STRIPING

Remove Painted Striping shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32-2 and 32-3 of the Standard Specifications.

Painted Traffic stripes shall be removed to the fullest extent possible from the pavement by any method that does not materially damage the existing pavement.

Measurement shall be by the linear foot of striping removed and includes and letter stenciling. No payment will be made for gaps in broken traffic stripes.

The quantities of this item may be adjusted, deleted, or omitted as directed by the Engineer to meet existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in remove painted striping as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 12 - PLACE NEW PAINTED STRIPING (YELLOW OR BLACK)

New painted striping, both yellow and black, shall be placed where shown on the Plans or as directed by the Engineer, and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Placement of new yellow striping includes placement of stenciling for the "Stay Behind Yellow Line" (black paint) public notification markings.

Payment shall be at the unit price bid per lineal foot of traffic stripes and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing new painted striping as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 13 - SAWCUT EDGES OF EXISTING TRUNCATED DOMES

All sawcut work shall be performed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 24 of the Standard Specifications and these Special Provisions. Contractor shall sawcut along the outermost edges of the existing truncated domes.

Sawcut of concrete shall not exceed 1 1/2" depth or depth of existing reinforcement bars, whichever is less. Notify Engineer for further guidance if reinforcement bars are encountered at less than a 1 1/2" depth.

The Contractor shall take extra caution to sawcut to a depth that does not impact the existing rebar within the platform concrete slab; the reinforcing steel within the platform concrete slab shall be protected in place. The Contractor will not receive additional compensation for work around shallow reinforcement steel.

The proper tools and equipment shall be used such that the pavement will be cut in a neat and straight line, a minimal amount beyond the limits of actual excavation for the truncated dome installation areas, to avoid thin bands of polyester concrete beyond the truncated domes.

Sawcutting shall be first limited to the isolated area of the platform, no greater than ten (10) feet in linear length, and new improvements installed within this isolated area as an initial test area for City approval prior to proceeding to remove the truncated domes in their entirety.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with sawcutting of existing truncated domes as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 14 - REMOVE TRUNCATED DOMES

Remove truncated domes shall be performed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 14 of the Standard Specifications and these Special Provisions. The adjustment of the unit price section for increase or decrease in quantities of Section 4-4 of the Standard Specifications does not apply to this bid item.

The Contractor shall test the removal of truncated domes in an isolated area of the platform, no greater than ten (10) feet in linear length, and new improvements installed within this isolated area as an initial test area for City approval prior to proceeding to remove the truncated domes in their entirety. If the platform concrete breaks to a point beyond repair at any point during the test removal, the Contractor shall stop removal and notify the Engineer for further guidance.

Payment shall be at the unit price bid per square foot of remove truncated domes and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing truncated domes as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 15 - INSTALL TRUNCATED DOMES

"Glue-down" truncated domes shall be installed as shown on the Plans or as directed by the Engineer and shall conform to Section 24-10 of the Standard Specifications to meet ADA standards. The adjustment of the unit price section for increase or decrease in quantities of Section 4-4 of the Standard Specifications does not apply to this bid item.

The Contractor shall test the installation of truncated domes in an isolated area of the platform, no greater than ten (10) feet in linear length, and new improvements installed within this isolated area as an initial test area for City approval prior to proceeding with the install of truncated domes in their entirety. If the platform concrete does not adhere properly at any point during the installation of truncated domes, the Contractor shall stop installation and notify the Engineer for further guidance.

Glue-down truncated domes shall be either the SafetyStepTD (SSTD) Traditional Mat system (SSTD589-Adhesive) as manufactured by SSTD, or an approved equivalent product. The Traditional SSTD Mats shall be (2'x10') with an inline (square) pattern in the standard "Federal Yellow" color. Truncated Domes shall have a five (5) year written warranty.

Contractor shall coordinate with the Engineer and submit for approval the amount of truncated domes to be ordered during construction to coincide with the construction staging sequencing to limit the amount of unused material at any one time. Any excess material shall be returned to the manufacturer for restocking. Contractor shall be reimbursed through a change order by the City for any restocking fees.

Installation of truncated domes shall be by manufacturer trained and certified individuals.

Payment shall be at the unit price bid per square foot of installed glue-down truncated domes and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, caulking and for doing all work involved with installing glue-down truncated domes as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 16 - GRIND EXISTING PLATFORM BENEATH TRUNCATED DOMES

Grinding of existing platform beneath truncated domes shall be performed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 41-4 and 60-3 of the State Standard Specifications and these Special Provisions. The adjustment of the unit price section for increase or decrease in quantities of Section 4-4 of the Standard Specifications does not apply to this bid item.

Grinding of concrete shall not exceed 1 1/2" depth or depth of existing reinforcement bars, whichever is less. Notify Engineer for further guidance if reinforcement bars are encountered at less than a 1 1/2" depth.

The Contractor shall take extra caution to grind to a depth that does not impact the existing rebar within the platform concrete slab; the reinforcing steel within the platform concrete slab shall be protected in place. The Contractor will not receive additional compensation for work around shallow reinforcement steel.

Payment shall be at the unit price bid per square foot of grind existing platform beneath truncated domes and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with grinding existing platform beneath truncated domes as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 17 - NOT USED

ITEM NO. 18 - CAST-IN-PLACE CONCRETE

Place concrete at the location of the removed truncated domes as shown on the Plans or as directed by the Engineer. Conform to Section 60-4.02 of the State Standard Specifications and these Special Provisions. Concrete must contain at least 846 pounds of cementitious material per cubic yard.

Payment shall be at the unit price bid per cubic yard of cast-in-place concrete installed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing concrete as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 19 - BEAD BLAST EXISTING CONCRETE PLATFORM

Bead blast existing concrete platform with steel shot shall be performed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 60-3.02C(7) of the State Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per square foot of bead blast existing concrete platform and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with bead blast of existing concrete platform including vacuuming and blowing of concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 20 - BEAD BLAST BARRIER

Bead blast barrier shall be installed as described below or as directed by the Engineer and shall conform to the applicable requirements of Section 13-4 of the State Standard Specifications and these Special Provisions.

Bead blast barrier shall be temporarily fastened to temporary fencing, or installed as directed by the Engineer to further capture and prevent steel shot from escaping the immediate work area and entering the adjacent platform and track ballast area during bead blasting of the concrete platform.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with bead blast barrier as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 21 - FURNISH METHACRYLATE PRODUCT

Furnish methacrylate product shall be performed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 41-3 of the State Standard Specifications and these Special Provisions. The adjustment of the unit price section for increase or decrease in quantities of Section 4-4 of the Standard Specifications does not apply to this bid item.

Methacrylate is to be applied sparingly to crack locations and allowed to penetrate the cracks and cure before bead blasting the platform clean. Bead blasting of the platform after application of the methacrylate is to optimize adhesion between the concrete platform and the final concrete resurfacing product application.

Contractor shall coordinate with the Engineer and submit for approval the amount of methacrylate product to be ordered during construction to coincide with the construction staging sequencing to limit the amount of unused material at any one time. Any excess material shall be returned to the manufacturer for restocking. Contractor shall be reimbursed through a change order by the City for any restocking fees.

Payment shall be at the unit price bid per gallon of furnish methacrylate product installed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with furnishing methacrylate product as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 22 - PLACE METHACRYLATE PRODUCT

Place methacrylate product shall be performed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 41-3 and 60 of the State Standard Specifications and these Special Provisions. This includes submittal of a work plan per section 60-3.03B of the State Standard Specifications.

Methacrylate is to be applied sparingly to crack locations and allowed to penetrate the cracks and cure before bead blasting the platform clean. Bead blasting of the platform after application of the methacrylate is to optimize adhesion between the concrete platform and the final concrete resurfacing product application.

Payment shall be at the unit price bid per square foot of place methacrylate product installed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing methacrylate product as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 23 - VOLATILE ORGANIC COMPOUNDS (VOC) MONITORING

VOC monitoring shall be as directed by the Engineer and shall conform to the applicable requirements of Section 41-3.01C(2) of the State Standard Specifications and these Special Provisions for an urban area near a school or residence.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with VOC monitoring as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 24 - FURNISH CONCRETE RESURFACING PRODUCT

Furnish concrete resurfacing product shall be as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of the manufacturer and these Special Provisions. The adjustment of the unit price section for increase or decrease in quantities of Section 4-4 of the Standard Specifications does not apply to this bid item.

Concrete resurfacing product shall be Quikcrete Re-Cap Concrete Resurfacer product No. 1131-47 or equivalent, which is meant to cover over the methacrylate application and provide a secondary layer of protection from water intrusion and a consistent surfacing appearance on the entire platform once cured. Concrete surface is to be bead blasted after the application of methacrylate and prior to applying the

concrete resurfacing product to prepare the surface for optimal adhesion. https://www.quikrete.com/pdfs/datasheet-concrete-resurfacer_1131-47.pdf

Control joints and expansion joints are to be maintained by applying weather-stripping prior to application to avoid filling in these joints.

Contractor shall coordinate with the Engineer and submit for approval the amount of concrete resurfacing product to be ordered during construction to coincide with the construction staging sequencing to limit the amount of unused material at any one time. Any excess material shall be returned to the manufacturer for restocking. Contractor shall be reimbursed through a change order by the City for any restocking fees.

Payment shall be at the unit price bid per pound of furnish concrete resurfacing product installed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals, weather stripping and for doing all work involved with furnishing resurfacing product as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 25 - PLACE CONCRETE RESURFACING PRODUCT

Place concrete resurfacing product shall be as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of the manufacturer and these Special Provisions.

Concrete resurfacing product is meant to cover over the methacrylate application and provide a secondary layer of protection from water intrusion and a consistent surfacing appearance on the entire platform once cured.

Concrete surface is to be bead blasted after the application of methacrylate and prior to applying the concrete resurfacing product to prepare the surface for optimal adhesion.

Control joints and expansion joints are to be maintained by applying weather-stripping prior to application to avoid filling in these joints.

Payment shall be at the unit price bid per square foot of place concrete resurfacing product installed and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals, weather stripping and for doing all work involved with placing concrete resurfacing product as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.



**LABOR COMPLIANCE
HANDBOOK
2023**



Introduction

Contractors who are awarded contracts on City of Sacramento public works projects are subject to State and Federal Laws and regulations governing the payment and reporting of wages, the use of apprentices, and other applicable labor standards provisions. The City of Sacramento monitors prime contractors' and subcontractors' compliance with labor standards by collecting certified payroll records; conducting on-site interviews of works at the construction sites; when appropriate, audits of contractors' records; and engaging in other activities, as necessary, to ensure labor compliance. Labor Compliance officers make preconstruction presentations to inform contractors of their obligations to comply with labor standards provisions.

Electronic web submittals of labor compliance documents are effective as of May 1, 2007. Each contractor and every lower tier sub-contractor are required to submit labor compliance documents electronically at the discretion of the City of Sacramento utilizing LCPtracker.net.

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

Raquel González,
Program Analyst
Contracts and Labor Compliance
Department of Public Works
RAGonzalez@cityofsacramento.org
916-808-1074

Rachel Trujillo,
Contracts and Labor Compliance
Department of Parks & Rec
RTrujillo@cityofsacramento.org
916-808-6020

Kirsten Wise,
Contracts and Labor Compliance-
Department of Utilities
KWise@cityofsacramento.org
916-808-4011

City of
SACRAMENTO

Labor Compliance Requirements

(Prevailing Wage, SB 854, AB219, Etc.)

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

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

SB 854 – Important Information for Contractors

- **No contractor or subcontractor** may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- The prime contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit).)

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$400. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
- Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the

registrant to bid on and perform public works.

- Additionally, **all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner** (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at <http://www.dir.ca.gov/Public-Works/SB854.html> (also for all SB854 related information).

Concrete Delivery Legislation (AB 219) Fact Sheet

Assembly Bill 219 (Daly, Chapter 739, Statutes of 2015) adds Section 1720.9 to the Labor Code. This bill expands the definition of public works under the California Prevailing Wage Law to include:

...the hauling and delivery of ready-mixed concrete to carry out a public works, contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

Section 1720.9 defines the term ready-mixed concrete and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the Department of Industrial Relations. The statute also requires a written agreement between the party hauling or delivering ready-mixed concrete and the party that engaged its services. The agreement must specify compliance with the Prevailing Wage Law.

Finally, section 1720.0 requires that the hauling or delivery company provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

The amendments do not apply to public works contracts that were advertised for bid or awarded prior to July 1, 2016.

Registration with the Department of Industrial Relations

Ready-mix haulers and companies that deliver ready-mixed concrete for public works projects are considered subcontractors under Labor Code section 1722.1 and must register with the Department of Industrial Relations as specified in Labor Code section 1725.5. A Contractors State License Board license is not required to register with DIR or to work on a public works project (contractors working in a trade that is subject to licensing by the CSLB will still be subject to CSLB licensing requirements).

Suppliers and other trucking companies will need to provide a Public Utilities Commission license number, U.S. Department of Transportation license number, and any other state or federal license, if one is required for your business. If none of these apply, the supplier can register with DIR by selecting other in the license type menu and entering N/A for not applicable in the license number field.

Prevailing Wage Requirements (except from Sacramento City Code 3.60.180)

Every contract for any construction project, as defined in Section 1782 of the California Labor Code, to be performed within the state at the expense of the city, or paid out of city moneys, whether such work be done directly under contract award, or indirectly by or under subcontract, sub partnership, day labor, station work, piece work, or by any other arrangement whatsoever, must provide, in addition to other provisions required by law, that any person performing labor in the state in execution of such contracts, subcontract, sub partnership, day labor, station labor, piece work or any other arrangement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the city; provided, however, that the foregoing provisions as to payment of the general prevailing rate of wages shall not apply to: (a) contracts for any construction project originally awarded or executed in an amount of twenty-five thousand dollars (**\$25,000.00**) or less; (b) contracts for any **alteration, demolition, repair, or maintenance work** originally awarded or executed in an amount of fifteen thousand dollars (**\$15,000**) or less; (c) materials for which no manufacturing plant exists in the city; or (d) standard materials or commodities carried in stock by dealers or manufacturers generally.

The general prevailing rate of wages shall be the general prevailing rate of wages for the area in which the city is located as determined by the director of the Department of Industrial Relations pursuant to Labor Code Section 1773. Every contract for which the payment of the general prevailing rate of wages is required shall provide that the determination of the director of the Department of Industrial Relations in force at the time the notice to bidders is published with respect to the general prevailing rate of wages in private employment in the city for similar work shall be binding upon the parties any contract awarded as a result of such notice.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at <http://www.dir.ca.gov/>. Frequently asked questions can be found on the following link at: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

Please refer to <http://www.dir.ca.gov/> for general requirements by DIR (Department of Industrial Relations in the State of California). For additional information about public works requirements, please visit the public works section at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

California Wage Determinations

Website

The State Wage Determination can be found on-line by accessing the following web site:

<http://www.dir.ca.gov/OPRL/pwd/>

For additional information you may contact: **Division of Labor Statistics and Research (DLSR) (415) 703-4774.**

The State Wage Determinations list the basic crafts, (operating engineers, carpenters, laborers, etc.) by location; most sub trades (electricians, plumbers, etc.) are by county *(In the event of multiple funding sources, a comparison of the state and federal determination must be made, and the higher wage rate must be applied.)*

Issue Date:

The State Wage Determinations are published twice a year; approximately **February 22** and **August 22**, to reflect updated wage increases incurred. Please be cognizant that increase dates do vary.

Single Asterisk * (Good for life of project)

Example: Expiration Date of Determination: June 27, 2008*

*Effective until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Double Asterisks ** (Indicates expiration date & a wage or fringe benefit increase)

Example: Expiration Date of Determination: June 30, 2009**

** The rate to be paid for work performed after this date has been determined. **If work will extend past this expiration date, the new rate must be paid** and should be incorporated in contracts entered into now. Contact Division of Labor Statistics and Research (415) 703-4774.

On-Site Posting Required

All contractors must post a copy of the applicable State Wage Determinations and Labor Compliance Contacts sheet provided at the preconstruction meeting.

Federal Wage Determinations

Web Site

The Federal Wage Determinations can be found on-line by accessing the following web site:
<http://www.wdol.gov>. **Applicable Federal Wage Determinations are included in your contract.**

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the US Department of Labor) to all workers employed in the execution of the contract on federally funded construction projects. In the event of multiple funding sources, a comparison of the state and federal determination must be made, and the higher wage rate must be applied.

<https://www.dol.gov/compliance/guide/dbra.htm>

Publication Date

There is no set date that the Federal Wage Determination is published; it is modified as needed.

Good for the Life of the Project

The applicable Federal Wage Determination is good for the life of the project.

On-Site Posting Required

All contractors must post a copy of the applicable Federal Wage Determination and the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster that is provided at the preconstruction meeting.

<https://www.dol.gov/compliance/guide/dbra.htm>

Sole Proprietors

Are sole proprietor contractors required by law to pay prevailing wages and submit eCPRs for work done on public works projects?

Sole proprietorship and general partnership companies without employees are required to pay themselves prevailing wages, in accordance with [Labor Code section 1774](#) that states that all workers must be paid prevailing wages. If the worker is also the employer and sole proprietor for whom no payroll exists, the owner should submit eCPRs and must show that the rate of pay is at or above the required prevailing wage. (The courts have ruled that sole owner companies cannot pay less than the prevailing wages. As such, any contract that is entered into that undercuts the labor component is unlawful.)

What if the company hasn't hired any workers yet, so the owner does all the work? What if the company has employees, but the owner/partner/corporate officer does some work as well?

In the first situation, treat the business as if it were a sole proprietorship and do as explained in the following question. In the second situation, you must first determine if the work done by the owner/partner/officer falls into the category of prevailing wage work. If the work was prevailing wage work, then do as listed below assuming the worker is the owner. In the situations that the worker is the corporate officer who receive a fixed salary, you should annualize the salary to calculate the hourly rate. In the events that the hourly rate is less than the prevailing wage rate, the worker should receive the additional payment to meet the required amount.

As a sole proprietor, how do I calculate my pay rate?

You should divide your profit before labor costs (i.e., the amount of contract less fixed cost and variable costs) by the total number of hours you worked on the public works site. Please note that if your labor profit goes below the prevailing wage rate, you could be subject to public works penalties for failing to pay the correct prevailing wage rate. You need to attest under penalty of perjury that you are at or above the required prevailing wage rate for the craft/classification worked.

Do I have to issue myself a paycheck?

An individual who performs skilled or unskilled labor on a public works project is entitled to be paid the applicable prevailing wage rate for the time the work is performed, regardless of whether the individual holds a particular status such as partner, owner, owner-operator, independent contractor or sole proprietor, or holds a particular title with the employer such as president, vice-president, superintendent or foreman. In accordance with [Labor Code 1774](#), the contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

What happens if I lose money on the job?

The courts have held that sole proprietors cannot undercut labor costs in order to get a public works project. This would be out of compliance with public works laws and would give an unfair advantage to businesses that have no employees.

What if I do not have employees or a FEIN number?

You will need to use your social security number in order to report your hours in the [DIR's online eCPR system](#).

Am I subject to payroll taxes?

No, as a sole proprietor, you are not subject to payroll taxes, but you may be subject to income taxes.

Do I have to employ apprentices?

Generally speaking, yes. However, the exemptions to employ apprentices are listed below.

- [Labor Code 1777.5](#) does not apply to general contractors whose contract is under \$30,000.
- When the craft or trade is not apprenticeable.
- When the contractor holds a sole proprietor license and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

- When the project is a federal project and the funding of the project does not contain any city, county, and/or state monies unless the project is administered by a state agency in which case the apprenticeship requirements apply.
- When the project is a private project not covered by the definition of public works as found in [Labor Code section 1720](#).

Prevailing Wage Questions and Answers Regarding Off- Site Hauling

Q. Will the new Driver (On/Off Hauling To/From Construction Site) rates replace the Teamster (construction site) rates and the superseded six county Driver determinations as the default rate for off the site hauling as of March 4, 2009?

A. Yes. In the absence of trucking rates for other types of materials or for different types of trucks involving On/Off Hauling To/From the Construction site, the off-the-site rates apply. For covered work that was advertised for bid prior to March 4, 2009, the on-site rate will apply except for the six counties that had an off- site rate (Labor Code section 1773.6). The new On/Off Hauling rates are not applicable to projects advertised for bids prior to March 4, 2009.

The date of notice or call for bids also referred to as the bid advertisement date is defined as the date the first notice inviting bids was published in a newspaper of general circulation or promulgated in a legally sufficient manner which results in a contract being awarded with or without competitive bidding (Title 8, California Code of Regulations section 16000).

Q. Will the Driver (On/Off Hauling To/From Construction Site) rates apply to truck drivers operating trucks in addition to dump trucks and ready-mix trucks?

A. Yes. The dump truck rates at their minimums will apply to other types of trucks performing off-the-site hauling (to or from a construction site) except for ready mix trucks which have their own prevailing wage determination.

Q. Will the Driver (On/Off Hauling To/From Construction Site) rates apply to drivers when they perform hauling to or away from the job site while working for an on-site contractor?

A. Yes. The off-site hauling rate(s) is the minimum rate of pay required for this type of work. In support of the off-site rate being paid, contractors are required to maintain documentation including the hours worked for each worker regarding the craft, classification or type of work being performed.

Q. What rate (the on-site or the off-site) applies to drivers who pick up materials from a dedicated material supply source that was specified in the construction contract documents?

A. This question will require the Director to determine coverage of the work and the appropriate rate to be paid based on specific facts and circumstances such as the actual location of the dedicated facility and other relevant information. At this time, it is not possible to answer this question in a general manner.

Q. Will the Driver (On/Off Hauling To/From Construction Site) rate(s) apply to drivers who haul refuse from the construction site?

A. Yes. The Driver (On/Off Hauling To/From Construction Site) rate(s) will apply to drivers who haul refuse away from the construction site. See Labor Code section 1720.3; PW Case 2006-017, Off-hauling of Contaminated and Clean Soil - Long Beach Unified School District, Avalon School, (6/26/07), (explaining that off-haul of contaminated soil to a land fill is covered public work under Labor Code section 1720.3); Public Works Case No. 2008-027, On-Haul and Off-Haul to and from the Friendly Senior Center- Abatement and Demolition Project-City of Morgan Hill (10/31/08).

Q. What rate (on-site or off-site) applies to a driver who performs off-the-site hauling for:

- 1. Material supply company?
- 2. For-hire trucking company?
- 3. A construction company who also operates a legally separate and independent material supply company and does not interchange the drivers between the two companies?

A. The answer to all the questions above is the off-site rate but only when the work itself is covered.

Q. What rate (the on-site or the off-site) applies when a driver who works for a construction company who uses the same driver to haul material on the site of construction and also perform work off the site that is covered by prevailing wages?

A. The off-site rate will be the minimum rate of pay for workers employed by contractors and subcontractors when those workers are performing covered off-site work. The on-site activities by these workers would require the on-site rate.

Q. Do the dump truck rates apply to all trucks delivering or picking up materials to and from a construction site irrespective of their size or tonnage, or the material being hauled or the type of truck?

A. The answer is yes until rates for these other types of trucks or sizes or types of material differentials are published as prevailing. Note that mixer truck has its own prevailing wage rate.

Q. What location determines the appropriate rate of pay (job site, material supply source, off-the-site delivery point, employer's off-the-site yard or shop, etc.)?

A. The geographic location of the covered job site determines the county or area rate to be applied.

Q. Does the geographic location of the job site prevail when the driver drives through different counties with different rates?

A. Yes. The rate is determined by the location of the job site.

Q. What Prevailing Wage Rate applies when the driver picks up material from a covered job site in one county and delivers it to another covered job site that has a different county rate?

A. The employer should pay the off-site rate required by the job site where the public works construction contract requires the removal of the material (originating site) to be delivered to the second covered site.

Q. Is an employee driving for an intrastate or interstate trucking company entitled to prevailing wages when performing covered work?

A. Yes. Such drivers are subject to all the prevailing wage requirements including the overtime rates. The Prevailing Wage determinations set forth the overtime rates and requirements but only when the work itself is deemed to be covered. Wage and hour exemptions that may be otherwise applicable are not available for covered public works.

Q. May an employer pay more than the indicated health & welfare, pension, vacation & holiday rates and other such employer payments?

A. Yes, the employer may pay higher rates. The prevailing wage rates are minimums. The employer may pay lower benefit rates than indicated on the determination and transfer the difference to the basic hourly rate. In no case can the total compensation be less than the total hourly rate which includes the total of the basic hourly rate and the employer payments (Labor Code sections 1771 and 1774). There are two caveats: (1) The employer may not pay less than the specified published basic hourly rate (the wage rate). (2) The other employer payments must be legitimate meaning that they must be irrevocably paid to third person or trustee pursuant to a plan, fund or program for the benefit of the employee (Labor Code section 1773.1).

http://www.dir.ca.gov/OPRL/FAQ_Hauling.html

Apprentice Requirements for Public Work Projects

California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information (DAS140)
2. Employ registered apprentices (DAS142)
3. Make training fund contributions (CAC2)

Submit contract award information (DAS140)

If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee:

“Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade that has approved the contractor in the area of the site of the of the public works project.” The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. [You may use form DAS 140](#) for this purpose. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice. All notice of awards must be in writing and sent by first class mail, fax or email. Proof of submission is required by the City of Sacramento (certified mail receipt, fax receipt or read receipt.)

If you are not already approved to train by an Apprenticeship Committee:

Contractors not already approved to train apprentices must submit Contract Award Information (DAS 140) to every apprenticeship program in the geographic area of the public works project, for each craft you intend to employ on the project. You can determine which apprenticeship programs are approved in specific geographic locations by clicking on the following link:
<http://www.dir.ca.gov/databases/das/pwaddrstart.asp>

The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

Request and Employ registered apprentices (DAS142)

Ratio: A contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. [Title 8 California Code of Regulations, Section 230.1](#). for each separate craft at the end of a project. Please check the DAS Important notices to determine if any exemptions exist for your craft or trade. <http://www.dir.ca.gov/DAS/PublicWorksForms.htm>

Can I mix and match crafts to reach the minimum ratio?

No. The minimum ratio requirement is per each individual craft and only includes straight time hours.

Do overtime hours count toward the minimum ratio?

No, only straight time hours count. Be careful not to confuse premium pay with overtime pay.

What is the maximum number of apprentices I can use on a Public Works Project?

It depends on which box you have checked on your DAS 140. If you checked box 1 or 2 and fall under the regulations set forth in a specific program's standards, then you are allowed to use the maximum ratio set forth in those Standards. If you have checked box 3 and agreed to be governed by the regulations set forth by the California Apprenticeship Council, then the minimum and maximum ratio is the same: 1 apprentice hour for every 5 journeyman hours totaled at the end of the project.

I am a contractor who is approved to train by an approved program and am covered by their Standards, or I am a contractor who has agreed to be covered by a program's Standards for a single project. How do I know what the Standards allow for that program's maximum apprentice ratios? You can ask the program for a copy of their Standards or a copy of the language in Article XV which covers ratios. Or you can call the DAS office nearest the location for that program and request the same.

All contractors must request dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required. A DAS 142 form is provided for this purpose. All requests for dispatch must be in writing and sent by first class mail, fax or email. Proof of submission is required by the City of Sacramento (certified mail receipt, fax receipt or read receipt.)

Contractors who do not receive a sufficient number of apprentices from their initial request, must request dispatch apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project.

To determine which apprenticeship programs are approved for your craft or trade in a specific geographic location:

1. Contact the DAS District office whose assigned geographic areas of responsibility cover the county/ies in which the public works project is located.
2. Visit [Apprenticeship Programs Information Guide - Public Works Search](#)

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>

Make Training Fund Contributions

Contractors who are awarded public works jobs must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices. This nominal fee contributes to the assurance that new apprentices coming into the craft will be guaranteed the highest level of training and as skilled craftsmen retire, the trade will survive.

Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council, P. O. Box 511283, Los Angeles, California 90051-7838.

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied by a completed [CAC2 Form](#) that contains the following information:

1. The name, address and telephone number of the contractor making the contribution.
2. The contractor's license number.
3. The name and address of the public agency that awarded the contract.
4. The jobsite location, including the county where the work was performed.
5. The contract or project number.
6. The time period covered by the enclosed contributions.
7. The contribution rate and total hours worked by apprenticeable occupation.
8. The name of the program(s) that provide apprentices, if any.
9. The number of apprentice hours worked, by apprenticeable occupation and by program.

Payment of Training Fund Contributions **must be sent to the California Apprenticeship Council** (address below) (CAC) if the contractor is **not signatory** to an apprenticeship committee. The CAC will then distribute the funds to the proper apprenticeship committees. However, the **CAC IS NOT AN APPRENTICESHIP COMMITTEE** and will not accept the DAS140 or DAS142 forms.

California Apprenticeship Council (CAC)

P.O. Box 511283
Los Angeles, CA 90051-7838

Questions: email daspublicworks@dir.ca.gov

Subject to change for most recent documentation please click on the following link:
<http://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

Exemption

What are the instances in which a contractor on a public works project is considered exempt from the requirements of LC 1777.5?

1. [Labor Code 1777.5](#) does not apply to general contractors whose contract is under \$30,000.
2. When the craft or trade is not apprenticeable.
3. When the contractor holds a sole proprietor license and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
4. When the project is a federal project and the funding of the project does not contain any city, county, and/or state monies unless the project is administered by a state agency in which case the apprenticeship requirements apply.
5. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

What if I am exempt from the requirements of California Labor Code Section 1777.5 as my situation falls under one of the exemptions listed above? Do I still have to provide a "Notice of Contract Award" (DAS 140 form) to the applicable program?

You do not have to submit a "Notice of Contract Award". However, for purposes of letting the applicable program know of your exemption, you may, nevertheless, want to provide the form to the applicable program so they are aware of your exemption.

If I have an Individual Contractor Exemption granted by the Chief of DAS per Labor Code § 1777.5 (j), or § 1777.5(k), do I still need to send a DAS 140 to the appropriate programs?

Yes, you still need to submit a Notice of Contract Award Information (DAS 140) to the appropriate Program Committees. The Individual Contractor Exemptions and Program Committee exemptions pertain to the ratio of apprentices on a public works project and do not eliminate the DAS 140 requirement.

I am a small subcontractor and my job will take less than 40 hours. Am I exempt from hiring apprentices?

No, you must still submit a DAS 140 and 142. However, you may request apprentices in less than 8-hour increments. Important Notice: see changes in [Code of Regulations section 230.1](#), regarding the employment of apprentices on Public Works.

Definition of a Registered Apprentice

An apprentice is someone who has signed an agreement with an employer, an approved apprenticeship program or program sponsor, and whose agreement is registered with the Division of Apprenticeship Standards (DAS).

Only an approved apprenticeship program can provide a contractor with a registered apprentice on public works projects.

Other Questions & Answers:

Do programs that provide apprentices for public works projects provide workers compensation benefits for the apprentice they send out to jobs or is the responsibility of the contractor and/or subcontractor?

This responsibility lies with the contractor and/or subcontractor.

As a contractor who has been awarded a public works contract, and has my own employees, am I still required hiring registered apprentices?

Yes. Important Notice: see changes in Code of [Regulations sections 230.1](#), regarding the employment of apprentices on Public Works

I am a non-union contractor. Am I required to hire an apprentice?

Yes, you must request dispatch from all approved programs in the geographic area of the project.

Can I employ my friend, family, or my own employee who is still beginning to learn a particular trade, as

an apprentice?

No. The law requires that you employ only apprentices who are registered with an approved program. However, if your friend or your employee is a registered apprentice and has been dispatched to you by an approved apprenticeship program, yes you can.

What happens if I employed my friend who is not a registered apprentice and I paid him the journeyman rate?

You may employ your friend and pay him journey wages, but this does not affect the apprenticeship requirements.

What are the benefits and advantages to hiring a registered apprentice?

The benefits of hiring an apprentice registered in a state approved program are:

1. Lower pay rate than the journeyman pay rate.
2. Elimination of recruitment programs for workers who are already trained.
3. Creates a diversified and flexible workforce and larger pool of employees with specific skills.
4. Increases productivity; employees in a structured training program are motivated to achieve.



Employment of Apprentices (additional information)

Bidder is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.

Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval. Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprentice-able occupations shall be with the General Contractor.

Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars (\$30,000). This is the sum of the total contract amount not the individual contracts that are held between a prime contractor and their sub tiers. A contractor who willfully violates Labor Code section 1777.5 shall be denied the right to bid on or receive a public works contract for a period of up to one (1) year for the first violation, and for a period up to three (3) years for the second and subsequent violations, from the date the determination of noncompliance made by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.

Contractor shall also be subject to the payment of the civil penalty as provided in Labor Code section 1777.7. Interpretation and enforcement of said Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

This information is provided as a guide. If there are any discrepancies between the language in this handbook and the specifications in the bid package for this project, the bid package shall prevail.

For the most up to date and current apprenticeship information refer to the DIR website.

All Current and Apprenticeable Trades/Crafts Within Sacramento County

This list is subject to change.

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

If using any of the listed crafts, you will be required to request an apprentice and pay into the apprentice-able craft training program that is applicable.

The website to see the latest list of apprenticeable trades is:
<http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>

PRE-CONSTRUCTION DOCUMENTS



NOTICE TO PROCEED
Project # PROJECT NUMBER
PROJECT NAME

DATE

PRIME NAME

PRIME

ADDRESS

PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on **DATE**. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within **SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS)** working days from the date of this notice. Forty-eight hours prior to starting work, please notify the Project Manager, **PM NAME** at (916) 808-**EXT** or **PM EMAIL**@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENT ADDRESS
DEPARTMENT CITY, STATE
ZIP Attn: PM NAME

Please reference City Project # **PROJECT NUMBER** in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-**CONTRACT & COMP EXT** or **CONTRACT & COMP EMAIL**@cityofsacramento.org if I can be of any assistance.

Respectfully,

CONTRACT & COMP NAME

Cc: **CONTRACT & COMP NAME, ACCOUNTING NAME, PM NA**



Labor Compliance Requirements

DATE:
PROJECT:
PROJECT #:

Labor Compliance Officer:
Project Manager:
Consultant/Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1777.5).

Current Prevailing Wage Rates can be accessed at <http://www.dir.ca.gov/h/dlsr/pwd>.

NOTE: The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at <http://www.dir.ca.gov/oprl/main.htm>.

Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.

Prevailing Wage Requirements

- All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of \$25 per day per worker. Please reference the general prevailing wage determination that is applicable for further guidance. *References: Labor Code 1810-1815*
- Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- When required shift differential rates must be paid for classifications which include a shift determination.

State Prevailing Wage Determinations

- Single asterisk indicates that this wage determination can be used for the life of the contract.
 - ****** Double asterisk indicates that this wage determination includes predetermined increases.
- Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.

- The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at:
<http://www.dir.ca.gov/dlsr/PWD/index.htm> Reference: Labor Code 1773.1
- Contractors violating prevailing wage requirements are subject to a penalty of up to \$200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. References: Labor Code 1775 and 1742.1

Apprentices

- All requirements of the State Labor Code, Section 1777.5 apply including the following:
 - ⇒ Submit Division of Industrial Relations form DAS-140, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. This form with proof of service is to be uploaded into LCPTracker. The form may be downloaded at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm>
 - Submit Division of Industrial Relations form DAS-142- Request for Dispatch of Apprentices (Prime and Sub-Contractors.) This form with proof of service is to be uploaded into LCPTracker.
 - If applicable Submit Division of Industrial Relations form DAS 7- Agreement to Train Apprentices signed and accepted by the Division of Apprenticeship Standards. (This form applies if the contractor or sub contractor has checked box 1 on the DAS 140.)
 - ⇒ Training funds MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. If you are submitting the Training Funds to the California Apprenticeship Council this **must** be done electronically. The form can be found at the following link: <https://www.dir.ca.gov/das/tf/cac2.asp>. **CAC-2 Form and are due monthly by the 15th.**
 - Training Fund Contribution Letter** -are **due monthly by Prime and Sub-Contractors**. (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)
 - ⇒ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.
- Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. References: Labor Code 1777.5; Contract Provision
- Complaints or violations regarding apprentice ratios will be referred to DAS. Reference: CCR 16434

Certified Payroll Records

- **Certified Payroll Reports (CPR) are to be Input into LCPTracker.net. All Contractors and subcontractors, on all public works projects, are required to submit certified payroll records (CPRs) to the Labor Commissioners through the eCPR system. Due within ten (10) days of pay period end date.** CPR's shall contain the same information for compliance with **LC § 1776**. Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report** **Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.
- **Fringe Benefit Statement: Form 420 (Located on LCPtracker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change**. Please breakdown all fringes paid to employee and to what program they are being paid to. Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.
- **Other Deductions** –Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. These need to be reference on the submitted CPR's and documentation uploaded into LCPtracker. There is a form available for download under the e-Documents tab.

Listing of Subcontractors

Contractors and subcontractors are required to list all suppliers and tier subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

- The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or \$10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution.
 - *References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work*
- *Subcontracting Request*, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- The prime contractor is responsible for work performed and compliance met by subcontractors and owner- operators.
- Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. *Reference: Public Contract Code 4110-4111*

List of Subcontractors & Suppliers: Form 300 (Located on LCPtracker.net under edocs) Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product (s). **Form is due within ten (10) days of pre-construction meeting.**

Pay Requests/Invoices

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is required. You must submit a **current schedule of values** with each pay request and **you must have all labor compliance requirements met before submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being denied and returned to you for full compliance.** Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review.

Pursuant to Labor Code Section 1776, the City of Sacramento will impose penalties of \$100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given), even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.

Completion of Project

- **Contractor Notification of Completion: *Form 264*** must be submitted into LCP Tracker, **due upon completion of all punch list items established during final job walk.**

All of these forms discussed in this document are located on LCPtracker.net under the eDocuments tab.

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

Contractor Signature

Title

Date



Start-Up Documents Due Prior to Start of Construction:

1. Certification Statement of Contractor:

If there is any contractor working as an "Independent Contractor", "Owner- Operator", "Sole Proprietor" or "Leased Worker" the certification form must be filled out.

- a. The original is to be submitted prior to, or concurrent with, the first payroll in which the Independent Contractor, Owner-Operator, Sole Proprietor or Leased Worker commences work.

2. Authorization Letter for Signing Certified Payroll

- a. To be signed by **company officer** or **owner** and uploaded into LCPtracker prior to the first Certified Payroll Report.
- b. This document lets the Labor Compliance Department know whom is authorized to sign certify payroll reports and other documents on behalf of the Contractor.

3. FORM 300 List of all Subcontractors and Suppliers:

- a. To be filled out and uploaded within 10 days of the preconstruction meeting and prior to the first Certified Payroll Report.
- b. This document lets the Labor Compliance Department know who will be working on this project. This is checked against initial form that was submitted with bid documents. If there are any changes during the life of the construction projected this form is to be updated and the Labor Compliance Officer is to be made aware of changes.
- c. This form is to be filled out by all Subcontractors and their lower level subs and uploaded into LCPtracker.

4. Checklist of Labor Law Requirements:

- a. To be filled out and signed by the contractor and all sub tier contractors **prior** to start of their work on the construction project. Please check all boxes that apply.

5. Fringe Benefit Statement:

- a. Asterisk or note any form of benefits that are included in the payroll reports should be listed out as an "hourly" rate of pay for each trade used.
- b. If fringe payments are made directly to the employee in lieu of fringes, please note "paid in cash" under the applicable fringe payment and breakdown the hourly rate that is paid to the employee in cash.
- c. Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.

6. DAS-140- Public Works Contract Award Information Form:

- a. Contract award information must be sent to your Apprenticeship Committee if you are approved to train apprentices. If you are NOT approved to train apprentices, you must send the information to ALL applicable Apprenticeship Committees in your craft or trade in the area of the Public Works Project.
- b. After you have completed the DAS-140 Form mail the original(s) to the appropriate Joint Apprentice Training Committee(s) within (10) days of the date of the execution of the prime contractor's subcontract, but in no even later than the first day in which the contractor has workers employed upon the public work (CA Labor Code 1777.5 (e)).
- c. Upload a copy of the form or all forms submitted with proof of deliver to the LCPtracker.net program under the e-Documents Tab. The form of proof can be certified mail or fax confirmation.
- d. All Applicable Joint Apprentice Training Committee (s) may be found at: <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp/>
- e. Templates available for download can be found at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm> or on LCPtracker.net under the e-Documents tab.

7. DAS-7- Agreement to Train Apprentices Form:

- a. **IF Applicable: (Checked box 1 on the DAS 140)**
 - i. Submit your DAS-7 or equivalent certification and upload into LCPtracker.net under the e-Documents tabs and inform the labor compliance person monitoring your project. This form can be submitted with your DAS-140 form.

8. DAS-142 Request for Dispatch of an Apprentice Form:

- a. Send to the Joint Apprentice Training Committees (JATC) in your craft or trade in the geographic area of the Public Works Project to request the dispatch of an apprentice before starting work at the site and as needed throughout the project.
- b. Employment of Apprentices on Public Works project- (a) Contractor(s) shall employ registered apprentice(s), as defined by Chapter 4 (commencing with Section 3070) of Division 3, during the performance of a Public Work Project in accordance with the required (1) hour of work performed by an apprentice for every (5) hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in the Labor Code Section 1777.5 or this subchapter.
- c. Provide a copy of your apprenticeship program's standards if they operate under a different ration then the California Labor Codes & Regulations.
- d. Template available for download can be found at: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm>

Forms Required Prior to Construction

Classification Worksheet

A separate form must be filled out for each contractor/subcontractor performing on the project.

Project Name	
Project Number	
Contractor Name	
Contact Name	
Contact Phone	
Contact Email	
CSLB/Certificate #	

Classification(s) being Utilized (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Carpet/Linoleum |
| <input type="checkbox"/> Electricians | <input type="checkbox"/> Laborers |
| <input type="checkbox"/> Pile Drivers | <input type="checkbox"/> Sheet Metal |
| <input type="checkbox"/> Boilermaker | <input type="checkbox"/> Cement Mason |
| <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Millwrights |
| <input type="checkbox"/> Pipe Trades | <input type="checkbox"/> Sound/Communication |
| <input type="checkbox"/> Bricklayers | <input type="checkbox"/> Drywall Finisher |
| <input type="checkbox"/> Glaziers | <input type="checkbox"/> Operating Engineer |
| <input type="checkbox"/> Plasterer | <input type="checkbox"/> Surveyor |
| <input type="checkbox"/> Carpenter | <input type="checkbox"/> Drywall/Lather |
| <input type="checkbox"/> Iron Workers | <input type="checkbox"/> Painters |
| <input type="checkbox"/> Roofers | <input type="checkbox"/> Teamster |
| <input type="checkbox"/> Tile Workers | <input type="checkbox"/> Other(specify) _____ |

Letter of Authorization
PLACE ON COMPANY LETTERHEAD

Date:

To whom it may concern:

I, the undersigned, hereby authorize to sign on our behalf in all manners relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by on our behalf shall have the same effect as acts of our own.

This affirm that the signatories identified above have the authority under penalty of perjury to affirm that required forms and certified payroll records are originals or are full, true and correct copies of the original and correctly depict the Trades, Crafts and Classifications of work performed; hours and days worked; and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to public works contract.

This authorization is valid until further written notice from (COMPANY NAME).

Sincerely,

(Company counsel or company officer's signature)
(Name Address and Title)

City of Sacramento
PW-300 Form

Instructions: The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractors information in the Prime Contractor box and list yourself as the Subcontractor. Fill out the information that is known. If you are a Subcontractor with lower tier subs, please put your company name under the Prime Contractor field and all subs under the Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier, then a revision to the PW-300 Form is required. **DIR REGISTRATION # MANDATORY**

PRIME CONTRACTOR	
Date	Project #
Name	Project Name
Address:	Contract #
City, State, Zip	Total Contract Amount
Contact Name/Phone #	Estimated Start Date
Email	Estimated Completion Date
DIR Registration #	Federal Tax ID #
Contractor Lic. #	State Tax ID #
SUBCONTRACTORS LIST	
SUBCONTRACTOR	
Name	Contact Name/Phone #
Address:	Email
City, State, Zip	Description of services
Contractor Lic. #	Estimated Start Date:
DIR Registration #	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE
SUBCONTRACTOR	
Name	Contact Name/Phone #
Address:	Email
City, State, Zip	Description of services
Contractor Lic. #	Estimated Start Date:
DIR Registration #	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE
SUBCONTRACTOR	
Name	Contact Name/Phone #
Address:	Email
City, State, Zip	Description of services
Contractor Lic. #	Estimated Start Date:
DIR Registration #	Estimated Completion Date
Contract \$ Value	LBE/EBE/DBE
Add additional pages if necessary.	

City of Sacramento

PW-300 Form

SUBCONTRACTORS LIST

SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			
SUBCONTRACTOR		Contact Name/Phone #	
Name		Email	
Address:		Description of services	
City, State, Zip		Estimated Start Date:	
Contractor Lic. #		Estimated Completion Date	
DIR Registration #		LBE/EBE/DBE	
Contract \$ Value			

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	
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: _____

HEALTH AND WELFARE

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/PER HOUR	
CONTRIBUTIONS	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

PENSION

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/PER HOUR	
CONTRIBUTIONS:	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

VACATION/HOLIDAY

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/PER HOUR	
CONTRIBUTIONS:	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

TRAINING

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

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICATION(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/PER HOUR	
CONTRIBUTIONS:	WEEKLY <input type="checkbox"/>	MONTHLY <input type="checkbox"/>	QUARTERLY <input type="checkbox"/>	ANNUALLY <input type="checkbox"/>

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 <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

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 <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

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 <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

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 <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

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 <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY <input type="checkbox"/>	

Types of Benefits Which Do Not Constitute Employer Payments:

The types of benefits for which an employer may not take a credit against its prevailing wage obligations include benefits such as the use of a cell phone or company vehicle, gas reimbursement, or a Christmas bonus.

“Employer Payments” Defined:

Labor Code §1773.1 defines Employer Payments to include all of the following

- (1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.
- (2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected
- (3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.

It is not necessary that the Employer Payment satisfy all of these three conditions in order for the credit to be valid. It is sufficient that the Employer Payment satisfies any one of the specified conditions in order to be considered an Employer Payment for which a contractor is entitled to take a credit against its prevailing wage obligation.

Irrevocably Made to a Trustee or Third Person Pursuant to a Plan, Fund, or Program

Examples of these types of Employer Payments include contributions by a union signatory contractor to a labor- management affiliated pension, health & welfare, training, and vacation programs, contractor payments for health insurance premiums, contractor payments irrevocably made to a trustee or third party for pension benefits, and similar types of payments.

Employer Payments made to these types of plans must be made regularly

For enforcement purposes, the Division requires that payment be made no less than quarterly, which is consistent with the requirement under the Davis-Bacon Act and its implementing regulations. (29 C.F.R. § 5.5(a)(1)(i).)

Employer Payments Must Be Determined Separately for Each Worker

Credit against the prevailing wage obligation may be taken only toward the prevailing wage requirement for each applicable worker. Employers may not take credit for an individual worker based upon an average payment or contribution made on behalf of a group of workers. For a specific example demonstrating DLSE's method of converting a contractor's monthly or annual contributions to a typical benefit plan into an hourly wage equivalent to calculate the amount of credit available against the prevailing wages due to an individual worker, please refer to Section 4.2.6.4.1 of this Manual.

Vesting Does Not Normally Affect Right to Credit

Many pension plans, particularly union-affiliated pension plans, contain “vesting” requirements which, under the plan, require that the worker complete a certain length of service before the worker has a no forfeitable right to benefits under the plan. The existence of such vesting requirements does not affect the amount of credit an employer may take for such contributions, provided that the pension plan is a bona fide plan that meets the applicable requirements under ERISA, including the minimum vesting requirements. Under no circumstances, however, may the forfeited contributions revert to the employer.

Employer Payments That Are Reasonably Anticipated to Benefit Workers

Employer Payments that are not irrevocably made to a trustee or third person pursuant to a plan, fund, or program may still be valid as a credit against the prevailing wage obligation, provided that they meet all of the conditions set forth in Labor Code § 1773.1(b)(2). Such rate of actual costs for such plan or programs can be credited against the prevailing wage only if the plan or program:

- (1) Can be reasonably anticipated to provide benefits to workers;
- (2) Is pursuant to an enforceable commitment;
- (3) Is carried out under a financially responsible plan or program; and
- (4) Has been communicated to the worker affected

Example

The type of Employer Payments contemplated under § 1773.1(b)(2) may include certain vacation and holiday plans for which the employee accrues the benefit during the time worked on a public works project. Such payments must meet all the conditions set forth above. In addition, the credit may be taken only as to amounts

which are “actual payments.” (8 CCR § 16200(a)(3)(I).)

Payments to the California Apprenticeship Council

Employer Payments for which a contractor may take a credit against its prevailing wage obligations also include payments made to the CAC pursuant to Labor Code § 1777.5(m)(1). The amount of contribution is listed on the general prevailing wage determination for those crafts which are recognized by the Director of the DIR as an apprenticeable craft. Such amounts are typically listed in the general prevailing wage determination under the heading Training or similar type heading.

A contractor may take as a credit for payments to the CAC any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public work project. (Labor Code § 1777.5(m)(1).)

Although such payments constitute part of the Total Hourly Rate required to be paid by the employer, such payments are not paid to the worker. Rather, such payments are made to either the CAC or the applicable approved apprenticeship program. The contractor may add the amount of the contributions in computing his or her bid for the public works contract. (Labor Code § 1777.5(m)(1).)

Exception - Non-Apprenticeable Crafts

For non-apprenticeable crafts, any training contributions should be paid to the worker as wages and not paid to the CAC. Some crafts are not identified on the Director’s wage determinations with a symbol (#) which indicates an apprenticeable craft. If that is the case, any training contribution listed in the general prevailing wage determination should be paid to the worker, or to the applicable training program, if the contractor is contractually obligated to make such payments under its collective bargaining agreement.

Annualization

Annualization is a principle adopted by the federal Department of Labor in enforcing the Davis-Bacon Act for crediting contributions made to fringe benefit plans based on effective rate of contributions for all hours worked during a year by an employee on both public (Davis-Bacon) and private (non-Davis-Bacon) projects. (Miree Construction v. Dole (11th Cir. 1991) 930 F.2d 1536, 1539.) California law requires that the credit for employer payments must be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer. (Labor Code § 1773.1(d).)

Exceptions:

Annualization is required except where one or more of the following occur:

- (1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.
- (2) The higher rate of payments is required by a project labor agreement.
- (3) The payments are made to the CAC pursuant to Section 1777.5.
- (4) The director determines that annualization would not serve the purposes of this chapter.

The annualization principle requires that when converting an employer’s contribution to a pension or medical plan into an hourly amount, the amount of payments must be divided by the total number of hours worked in a year on all projects, public and private, not just the number of hours worked during that year on public projects. This method of calculation, the “annualization” principle, provides a means to permit an employer to take credit only for employer contributions paid to workers while employed on covered public works projects.

DLSE Annualization Calculation

For enforcement purposes, the DLSE follows the federal enforcement guidelines. See Department of Labor Field Enforcement Handbook – 6/29/90, Section 15f11. (See <http://www.dol.gov/whd/FOH/index.htm> to review the handbook.) Under the federal enforcement guidelines, where a contractor makes annual payments in advance to cover the coming year and actual hours will not be determinable until the close of that year, the total hours worked by the workers performing work covered by California’s prevailing wage laws, if any, for the preceding calendar year (or plan year) will be considered as representative of a normal work year for purposes of annualization.

Similarly, where the contractor pays monthly health insurance premiums in advance on a lump sum basis, the total actual hours worked in the previous month, or in the same month in the previous year, may be used to determine (i.e. estimate) the hourly equivalent credit per employee during the current month. It is not considered a violation if the contractor uses the full year equivalent of 2,080 (40 hours’ x 52 weeks) hours in determining the applicable credit unless, of course, the affected employee worked more than 2,080 hours in that applicable year.

Representative Period.

Any representative period may be utilized in such cases, provided the period selected is reasonable.

Employers using other methods to calculate the allowable credit have the burden of establishing that their method satisfies the annualization requirements set forth in Labor Code 1773.1(d).

Example:

An employee works as a carpenter where the basic hourly rate set forth in the wage determination for Carpenter is \$30 and the total employee benefit (Employer Payment) package is \$15, excluding the training contribution. Accordingly, the total hourly rate required to be paid under California's prevailing wage laws is \$45.

Where the employer provides the carpenter with medical insurance in the amount of \$4,800 per year, the employer would divide the total annual cost of the benefit by the total hours worked by the employee for the preceding year. The employer may also use 2,080 hours, which is the equivalent of full year employment to arrive at the allowable Employer Payment credit.

For instance, where the employer uses the equivalent of full year employment, or 2,080 hours, the applicable credit is as follows:

$(\$400 \times 12 \text{ months}) \text{ divided by } 2,080 \text{ hours} = \2.31 per hour.

If the worker in this example receives no other employee benefits which are recognized as bona fide Employer Payments under California law, then for each hour worked on a project covered by California's prevailing wage laws, the employer is entitled to take a credit of no more than \$2.31 against its obligation to pay the worker \$45 per hour, up to a maximum credit of \$4,800, which is the total amount paid for medical insurance. The difference between the \$15.00 per hour employer payment required under the applicable wage determination and the credit allowed for the provision of medical insurance must be paid to the worker as part of his or her hourly wage for work performed on the public works project.

If the worker works the entire year only on projects covered by California's prevailing wage laws, or under circumstances otherwise exempt under the exceptions set forth above in Labor Code § 1773.1(d)(1)-(4), the employer would be entitled to take the full credit of \$2.31 up to a maximum of \$4,800.

Conversely, if the worker worked only 1,500 hours of the year on projects covered by California's prevailing wage laws and 580 hours of the year on other jobs which are not covered by California's prevailing wage laws or are otherwise not exempted under Labor Code § 1773.1(d)(1)-(4), the employer would be entitled to take a credit of only \$2.31 per hour towards meeting the employer's obligation to pay the prevailing wage on the California public works projects. Therefore, although an employer may have paid \$4,800 in insurance premiums for that year, the employer is entitled to take a total annual credit of only \$3,465.00 ($1,500 \times \2.31) against its prevailing wage obligation because the employer may take the credit only for those hours worked on a public works project.

Payments to The California Apprenticeship Council Pursuant to Section 1777.5. As specified in Labor Code § 1771.3(d)(3), payments made to the CAC, or to an applicable approved apprenticeship program pursuant to Labor Code § 1777.5(m)(1), do not need to be annualized. For enforcement purposes, the Division takes the position that the exemption from the annualization requirements under section 1771.3(d)(3) is limited to the training contribution amounts set forth in the applicable general prevailing wage determination. Any amounts paid in excess of the amount set forth in the applicable general prevailing wage determination must be annualized unless otherwise exempt under section 1771.3(d).

Credit for Employer Payments

California prevailing wage law requires the payment of per diem wages, which includes two components. The first component is the Basic Hourly Rate. The second component is the Employer Payments. Taken together, these two components make up the Total Hourly Rate which must be paid to each worker for any work performed on a public works project.

Employer Payments Are a Credit Against the Obligation to Pay the General Prevailing Wage Rate of Per Diem Wages

Contractors obligated to pay prevailing wages may take credit for amounts up to the aggregate total of all benefits, such as pension, health & welfare, etc., listed as prevailing in the applicable wage determination. Contractors are not limited to the individual amounts specifically listed under the various categories of benefits specified in a wage determination in taking credit for providing Employer Payments. Rather, the contractor may take a credit for the aggregate total of permissible Employer Payments made on behalf of the affected worker. For example, the Director's current prevailing wage Determination (SC-3-5-1-2013-1) in Los Angeles County for the Craft of Asbestos Worker, Heat and Frost Insulator, in the Classification of Mechanic, reflects a Basic Hourly Rate \$32.79, with permissible Employer Payments of \$7.54 per hour (Health and Welfare), \$7.68 per hour (Pension), \$7.47 per hour (Vacation/Holiday), and one mandatory employer payment of \$0.64 per hour (Training), which must be paid to the California Apprenticeship Council ("CAC") or an approved apprenticeship program. The Sum of all these components (\$51.30) is the Total Hourly Rate listed on the Determination. The aggregate total of permissible Employer Payments is \$22.87. The permissible Employer Payment amounts listed here typically reflect the particular hourly benefit rates found in a collective bargaining agreement which the Director determined had established the prevailing rate for this craft and classification of work in this geographic area. Absent contractual obligations which may apply to a particular contractor, the total of \$22.87 per hour may be paid by an employer in full or in part to any category of permissible Employer Payments, and the employer will be entitled to credit against the total prevailing wage obligation. Thus, an employer may choose to contribute \$20 of the aggregate total to a private medical insurance plan or a pension plan for its workers and pay the remainder of \$2.87 directly to the workers. Full credit will be to that employer for the medical insurance payments, and all of the payments added together (\$35.66 to workers + \$20.00 to medical plan + \$0.64 to CAC = \$51.30) would reflect compliance by this employer with the prevailing wage rate obligation. (WSB Electric, Inc. v. Curry (9th Cir. 1996) 88 F.3d 788.) This credit may be taken only as to amounts which are actual payments. (8 Cal. Code of Regs. § 16200(a)(3)(I).) No credit may be taken for benefits required to be provided by other state or federal law. (Labor Code § 1773.1(c).) For instance, a contractor may not take a credit against its prevailing wage obligations for benefits such as workers' compensation, unemployment benefits, and social security and Medicare contributions.

No Reduction of the Basic Hourly Rate

California law prohibits the use of credits for Employer Payments to reduce the obligation to pay the hourly straight time or overtime wages specified as the Basic Hourly Rate in the general prevailing wage determination. (Labor Code § 1773.1(c) and 8 Cal. Code of Regs. § 16200(a)(3)(I).) Two legislatively created exceptions to this general rule are now found at Labor Code section 1773.1(c) and section 1773.8. Both exceptions are extremely limited in scope and are only applicable to increases in employer payment contributions made pursuant to criteria set forth in a collective bargaining agreement ("CBA"), and only if the specific statutory conditions listed in the Labor Code have been met. DLSE investigators will typically require a contractor claiming an exception under these sections to submit satisfactory evidence that the exception applies, including, but not limited to, a certified copy of the CBA upon which the exception is based, and to certify that the CBA's terms applied to the workers identified on the contractor's certified payroll records.

Example:

Basic Hourly Rate	\$ 25.00
Employer Payments	\$ 15.00
Total Hourly Rate	\$ 40.00

The contractor can comply with California prevailing wage laws by paying:

1. \$40.00 per hour in wages;
2. \$25.00 per hour in wages plus \$15.00 in Employer Payments.

3. Any combination of the wages and Employer Payments so long as the Basic Hourly Rate is not less than \$25.00 per hour and the Total Hourly Rate meets or exceeds \$40.00 per hour.

Different for Purely Federal Projects Under Davis-Bacon Act

The California law restricting the reduction of the Basic Hourly Rate is distinct from the federal prevailing wage laws under the Davis-Bacon Act. The Davis-Bacon Act does not prohibit the crediting of employer payments or benefit contributions towards fulfilling the hourly wage rate listed in the contract wage determination on federally funded projects. Contractors performing work on projects which are governed by both the federal Davis-Bacon Act and the California prevailing wage requirements must, however, continue to comply with state requirements in order to be in compliance with California law. DLSE investigators may encounter this issue when dealing with contractors on public works projects which have mixed funding (both federal and state) or federally funded projects which are controlled or carried out by California awarding bodies of any sort. In both of these situations, the application of state prevailing wage rates when higher is required. (See 8 CCR § 16001(b).)

Application to All Hours Worked

Employer Payments must be paid for all hours worked, including overtime hours, unless expressly provided otherwise in the general prevailing wage determination. The general prevailing wage determinations specify the applicable daily, Saturday, Sunday, and Holiday overtime payment. Although the applicable overtime rates set forth in the determination include the Employer Payments, the overtime rate (for example, time and one half) is based upon the Basic Hourly Rate only. The Employer Payment is therefore excluded from calculating the applicable overtime premium due as overtime compensation.

Example:

An employee worked 12 hours in the workday as an Iron \$22.00 in Employer Payments. The overtime rate for the first 2 daily overtime hours is \$48.00 (one and one half (1½) times the Basic Hourly Rate of \$32.00, or \$32.00 + \$16.00). The wages due for each overtime hour is \$70.00 (the overtime rate plus Employer Payments, or \$48.00 + \$22.00). The wages due per hour for all other overtime is \$86.00 (two (2) times the Basic Hourly Rate plus Employer Payments, or \$64.00 + \$22.00).

The worker would be due.

8 Hours at	\$54.00 (\$32.00 + \$22.00)	\$432.00
2 Hours at	\$70.00	\$140.00
2 Hours at	\$86.00	\$172.00
Total Wages Due		\$744.00*

* This example is for illustration purposes. The general prevailing wage determinations specify the applicable Total Hourly Rates that must be paid to workers for straight time, overtime, Saturday and Sunday work, and there is no need for contractors to independently determine the hourly amount to be paid.

Types of Employer Payments for Which an Employer May Take a Credit Against Its Prevailing Wage Obligations.

The types of employee benefits recognized as Employer Payments under Labor Code § 1773.1 include payments for:

- (1) Health and welfare.
- (2) Pension.
- (3) Vacation.
- (4) Travel.
- (5) Subsistence.
- (6) Apprenticeship or other training programs authorized by Section 3093, so long as the cost of training is reasonably related to the amount of the contributions.
- (7) Worker protection and assistance programs or committees established under the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.
- (8) Industry advancement and collective bargaining agreements administrative fees, provided that these payments are required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue.
- (9) Other purposes similar to those specified in paragraphs (1) to (8), inclusive.

How to Fill out the DAS 140 Correctly:

If the total dollar value of a project exceeds \$30,000, apprentice must be requested. The DAS-140 form is to be forwarded directly to an apprenticeship committee of the contractor's choice, and a copy with verification of proof of submission uploaded into SDCRAA Labor Compliance Departments electronic system; LCP Tracker.

Submit the contract award information in writing to **each** of the apprenticeship program sponsors **in the locality** of your public works project within **10 days** of the prime execution of the contract or subcontract, **but in no event later than the first day in which the contractor has workers employed on the project.**

The DAS140 is simply a "notification of award" and is not automatically a request for dispatch of a registered apprentice.

State regulations state a contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. ***Please follow up with the selected apprenticeship committee to confirm 'Apprentice' to 'Journeyman' ratio, as ratios do vary from trade to trade.***

All contractors must request 'dispatch of an apprentice' from an apprenticeship program (for each apprentice- able craft or trade) by giving the program notice of a minimum of 72 hours (business days only) before the date on which apprentices are required. Contractors who are not already participating in an approved program and who did not receive a sufficient number of apprentices from their initial request, must dispatch apprentices from all other apprenticeship committees within the locality, if more than one exists in the area of the public works project.

What are the differences between box 1, 2, and 3 at the bottom of the DAS 140?

- **Box 1** is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- **Box 2** indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- **Box 3** means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally, this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

SELECTING BOXES:

1. Contractor has a signed "**Agreement to Train Apprentice**" with an affiliated (state certified) apprenticeship committee, the contractor has apprentices **on staff** and has the ability to train apprentices.
 - a. **Must provide a copy of the DAS7 agreement for verification OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.**
2. Contractor is not currently affiliated with a state approved program, is selecting a committee, and requesting apprentice; will be abiding by **committee's** standards.
3. Contractor will contact a committee and request an apprentice but is not obligating to maintain affiliation w/any-one committee; additionally, contractor will not commit to selected program committee standards but will follow **state standards** (most commonly used for out-of-state contractors).
 - a. Per the DAS, this is not the preferred selection; however, the State **is not requiring** a contractor to join a program, just ensuring that apprentices are utilized on Public Work Projects.

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Date

Typed Name

Title

**State of California-Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

AGREEMENT TO TRAIN APPRENTICE

District No.

DAS File No.

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O'Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above-named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By

Printedname

Title Date

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By

Printedname

Title Date

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effectiveuntil:

☐ Revoked

☐ End of Project (Enter project name and address in Area Covered above)

☐ Date
Date

☐ Other
Specify

EFFECTIVE DATE

[SIGNED] By Date

Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)		CITY	STATE	ZIP CODE
TELEPHONE NUMBER				
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				OSHA 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: <input type="checkbox"/> No: <input type="checkbox"/>
OCCUPATION			COUNTY OF RESIDENCE
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 apprenticeship 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

C. Number of Dependents (Do not count yourself)

0 ☐ None

4 ☐ Four

1 ☐ One

5 ☐ Five

2 ☐ Two

6 ☐ Six or More

3 ☐ Three

D. Highest Year of Education Completed

1 ☐ 8th Grade or less

6 ☐ 1 Year of College

2 ☐ 9th Grade

7 ☐ 2 Years of College

3 ☐ 10th Grade

8 ☐ 3 Years of College

4 ☐ 11th Grade

9 ☐ 4 or more Years of College

5 ☐ 12th Grade (or GED Certificate)

(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)

E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)

0 ☐ None

1 ☐ Less Than 1 Year

2 ☐ 1 But Less Than 2 Years

3 ☐ 2 But Less Than 3 Years

4 ☐ 3 But Less Than 4 Years

5 ☐ 4 But Less Than 5 Years

6 ☐ 5 Years or More

F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?

☐ Yes

☐ No

If yes, Please Enter:

Month and Year Entered _

Month and Year Separated _

Total Months served on Active Duty _____

Apprentice's Signature _____

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax No. _____

Tel. No. _____ Fax No. _____

Project Information:

Contract No. _____

Name _____ of _____ the _____ Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit <http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>*

DAS 142 (Revised 04/14)

-



Documents Required During the Life of the Construction Project

1. CAC-2- Training Fund Contribution Form:

- a) All Contractors must submit a CAC-2 Form monthly for the prior month's hours.
- b) This form is now available to be filled out on the DIR website. The previous CAC- 2 form is to be disregarded. CAC-2 forms **must** be done electronically. The link is as follow:
<https://www.dir.ca.gov/das/tf/cac2.asp>. You must enter all requested information in order to ensure successful submission and processing of your payment. You will need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session that you will upload in to LCPtracker.net and send with your payment when mailed. The address is as follows:

**State of California
Department of Industrial Relations California
Apprenticeship Council
P.O. Box 511283
Los Angeles, CA 90051-7838**

- c) If applicable and fringes are paid directly to an approved JATC or Union Shop, please state so and fill out on the Training Fund Contribution Union Contractor form that is provided and available to be downloaded on LCPtracker. Filled out forms are uploaded into LCPtracker.net under the e- Documents tab.

2. Training Fund Contribution Letter Form:

- a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month's hours.
- b) If applicable and fringes are paid directly to an approved Union Shop, please submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
- c) If you can't provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a **cancelled** check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: <http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html>. This may also be submitted in lieu of the Training Fund Contribution Letter.

3. Certified Payroll Reports CPR's and/or Non-Performance Reports:

- a) To be submitted by all Contractors working on the project to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
- b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at www.lcptracker.net. If you don't already have a user name and password for this website, please contact your labor compliance officer with the City of Sacramento to be set up.
- c) The Electronic Certified Payroll Records for Contractors can be found at the following link: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>
- d) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite "craft" labor. This may mean you have weeks in between work on a particular job. NPR's will need to be submitted for that timeframe.

4. Apprenticeship Certification and/or Apprentice Agreement:

- a) The first time an apprentice is listed on a certified payroll report an "Apprenticeship Certification" or Apprentice Agreement (DAS-1 form) must be submitted for each apprentice utilized.
- b) Please upload the Apprenticeship Certification or DAS-1 form in the e- Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. Miscellaneous Documents:

- a) Authorization for Deductions:
 - i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
- b) Receipt for Payment of Back Wages:
 - i. For use when wage errors require supplemental wage payment (s).

0 CAC - Training Fund Contributions

You must enter all requested information in order to ensure successful submission and processing of your payment. Training Fund Contributions are due on the 15th of each month.

All fields with * are required

If there is no work for a particular month you do not need to submit a CAC2 form with zero amount for that month.

You must use the **BUTTON** on the bottom of the page to submit for an invoice coupon

TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY USE THE TAB KEY INSTEAD

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment

Training Fund Contributions Form CAC2

Date: S/17/2016

CLEAR FORM

Contractor/Sub Contractor making contributions	Contractor	Period covered by contribution (from-to)	Jobsite Location (including County)
* Name:	* License Number	* Period Start	If applicable, give name of school, hospital, building, etc
* Address:	* Contract/Project Number	* Period End	Comments
City:		(MM/DD/YYYY)	



* Name of the submitting party:	* Submitter's Title:	* Submitter's Email:	* Submitter's Phone:
			e.g. (939) 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 (min.: 0.5; max: 9 999.99)	* Rate (min.: 0.01; max: \$9.99)	Amount
1) Select a county *	Select an occupation *			\$ 0.00
2) Select a county *	Select an occupation *			\$ 0.00
3) Select a county *	Select an occupation *			\$ 0.00
4) Select a county *	Select an occupation ..			\$ 0.00
5) Select a county *	Select an occupation *			\$ 0.00
6) Select a county *	Select an occupation ..			\$ 0.00
7) Select a county *	Select an occupation ..			\$ 0.00
8) Select a county *	Select an occupation *			\$ 0.00
9) Select a county *	Select an occupation ..			\$ 0.00
10) Select a county *	Select an occupation ..			\$ 0.00
11) Select a county *	Select an occupation *			\$ 0.00
12) Select a county *	Select an occupation ..			\$ 0.00
13) Select a county *	Select an occupation ..			\$ 0.00
14) Select a county *	Select an occupation *			\$ 0.00
15) Select a county *	Select an occupation ..			\$ 0.00
16) Select a county *	Select an occupation ..			\$ 0.00
17) Select a county *	Select an occupation *			\$ 0.00
18) Select a county *	Select an occupation ..			\$ 0.00
19) Select a county *	Select an occupation *			\$ 0.00
20) Select a county *	Select an occupation ..			\$ 0.00

Footnote 1 - If you are unable to locate the occupation in the pull down menu, please click on this link: <http://www.dlr.ca.gov/databases/das/pwaddrstart.asp> for specific information assistance.

TOTAL AMOUNT: \$ 0.00

When done with some or all the entries above, please carefully review and then enter the green code you see below:

33376

[Calculate Total Amount](#)

The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCPtracker. This form can be retrieved at: <https://www.dir.ca.gov/das/tf/cac2.asp>. You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Department of Industrial Relations, California Apprenticeship Council, and P.O. Box 511283, Los Angeles, CA 90051-7838



Please use a separate form for each jobsite, listing the occupations for the jobsite and dollar amount paid for each classification. Once checks have been sent to the appropriate JATC please upload this form to LCPtracker under the e-Documents tab. A letter from the specific JATC or Union specifying that the required Training fund contributions and Fringe Benefits were paid will be accepted as proof of payment.

TRAINING FUND CONTRIBUTIONS

VERIFICATION FORM UNION CONTRACTORS

****Training Fund Contributions are due on the 15th of each month****

PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION		CONTRACTOR'S LICENSE NUMBER		
		CONTRACT OR PROJECT NUMBER		
		JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.		
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING 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 and needs to be uploaded prior to start of work. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report and must be signed.
- ✓ **Checklist of Labor Law Requirements** - prime due this on or before starting the start of work on the jobsite, subs need to have this finished prior to starting work on the job. All boxes must be checked, and it must be signed.
- ✓ **Fringe Benefit Statement** - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.
- ✓ **DAS140** - due prior to commencing work on a project (one for each determination)
- ✓ **DAS142** - due 72 hours prior to the report date on a project (one for each determination)
- ✓ **CAC2** - due monthly- one for each determination (due on the 15th day of the month for work performed during the preceding month) If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.
- ✓ **Training Fund Contribution Confirmation Letter** – this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.
- ✓ **CPR's**- Certified payroll is due within 10 days of pay period end date

LCPtracker.net phone support is available via live chat through their website, by phone at (714) 669-0052 Option 4 (if they do not pick up please leave a message and they will get back to you. All calls are logged in with a date and time, but if you don't leave a message you will not get a phone call back) and by **E-mail at support@lcptracker.com**. To assist those at support please include your User ID, a direct call back number, contact name and a brief description of the issue you are facing.

All forms are available under the e-Documents tab on LCPtracker. It is best practice to use the forms that have been provided to you under that e-docs tab to increase efficiency in processing pay request and remain compliant.



Helpful Links and Contact Information

- **Department of Industrial Relations (DIR):**
 - Web-Link: <http://www.dir.ca.gov/>
 - Contact DIR: <http://www.dir.ca.gov/Contactus.html>
- **Division of Labor Standards Enforcement (DLSE):**
 - Web-Link: <http://www.dir.ca.gov/dlse/dlsepublicworks.html>
- **Division of Apprenticeship Standards (DAS):**
 - Web-Link: <http://www.dir.ca.gov/das/das.html>
- **Apprentice Certification:**
 - Web-Link: <http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp>
- **CAC Public Works Training Fund Contributions:**
 - Web-Link: <http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html>
- **California General Prevailing Wage Determination:**
 - Web-Link: <http://www.dir.ca.gov/OPRL/pwd/> (Journeyman)
 - <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp> (Apprentice)
- **Davis Bacon Wage Determination Rates:**
 - Web-Link: <http://www.wdol.gov/dba.aspx>
- **Public Works Information- Frequently Asked Questions:**
 - Web-Link: <http://www.dir.ca.gov/das/publicworksfaq.html>
- **LCPtracker.net**
 - Web-link: <https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx>
 - Support Phone Number: 714-669-0052
 - Option 4 E-mail: support@lcptracker.com

THINGS TO REMEMBER:

Labor Compliance Forms due Prior to Work Beginning (Prime and all Sub Tier Contractors)

- 1) **Authorized Letter for Signing Certified Payroll** (Original signature required)
- 2) **List of Trades and/or Crafts**
- 3) **PW-300- List of all sub-contractors and suppliers.** (This **must be** updated if changes occur and **all contractors** listed must have a **DIR registration number** prior to commencing work on the project.
- 4) **Checklist of Labor Law Requirements-** (All boxes checked and signed)
- 5) **Public Works Contract Award Information (DAS 140)** (With verified proof of service)
- 6) **Request for Dispatch of an Apprentice (DAS 142)** (With verified proof of service)
- 7) **Fringe Benefit Statement Form-**(For Each Determination)
(Due before first Certified Payroll and then only when a change occurs)
- 8) **Authorization for Payroll Deduction** (Original signature required)
(Deductions other than standard deductions must be authorized by the employee)

Labor Compliance Forms Due Weekly:

- **Certified Payroll Form** (LCP Tracker Electronic Payroll and upload of payroll to DIR website)
 - **Statement of Compliance** (LCP Tracker Electronic Payroll)
 - **Statement of Non-Performance** (Due when work is not performed once on job- site)
-
- ✓ Work over 8 hours in a day or 40 hours in a week must be paid at the overtime rate. Refer to wage determination that is provided by the DIR for the applicable rate.
 - ✓ Certified payroll records must be numbered **consecutively**, starting with **the first week work is physically performed on site**
 - ✓ Last certified payroll must be marked **"FINAL"**.

Training Fund Contribution forms are due **monthly** beginning immediately after work has been performed on site.



Single Asterisk (*):

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.



Double Asterisks(**):

The rate to be paid for work performed after this date has been determined. If work will extend past this date the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703- 4774.



Employee Interviews on job site:

Interviews are done to obtain information to verify correct wages are being recorded on the certified payrolls for the given craft/classification and to ensure contract compliance.



Contractor Quick-Start Guide



CONTRACTOR QUICK START GUIDE

Here at LCPtracker (Labor Compliance Program Tracker), we are aware that using a Prevailing wage software may be a new undertaking for many Contractors. We have designed this guide to explain what LCPtracker is used for and how to start using the software.

LCPtracker has been in business since 2001, and we are constantly changing to better suit your labor compliance needs. LCPtracker is used by over 200 Government Agencies and 55,000 Contractors.

LCPtracker is an online, cloud-based software company that provides users with the proper tools to easily ensure that each contractor is meeting prevailing wage guidelines as well as to easily create the detailed reports that can be required by agencies like the United States Army Corp of Engineers or the FHWA.

Whether it's Davis-Bacon laws that are set by the United States Department of Labor (USDOL), California prevailing wages set by the Department of Industrial Relations (DIR), or any other labor laws set by a specific state or local government agency, LCPtracker makes it easy to guarantee that every Contractor is compliant.



HOW DOES IT WORK?

The LCPtracker service is a paperless, online system of entering Certified Payroll Reports (CPRs). Payroll data may be entered directly into the system, or uploaded from major construction accounting systems or payroll programs. This service eliminates the need for Contractors to submit paper documents and forms while providing an online database that stores all CPRs.

All contract-specific wage rates, fringe rates and worker crafts/classifications are online within the system, and Contractors may then select craft/classifications from a drop-down menu. Potential errors in wage rates or work classification entries are flagged to Contractors preemptively, allowing them to correct data prior to submittal. (This is contingent on how the Agency sets up their project validations.)

A few of the **immediate benefits** experienced by using LCPtracker are:

- All Contractor reports are available instantly to Contractors in hardcopy and electronic format.
- No need to mail in paperwork! Payrolls will be submitted electronically.

There is no cost to Contractors for this service or for online training and we have a dedicated Support staff available Monday through Friday from 5:00am until 5:30pm PST.



CONTACTING LCPTRACKER SUPPORT

Contractors may access the various options for training after receiving a User ID and password, which will be sent by a “no reply” email address from LCPtracker (i.e., NOREPLY@LCPtracker.com.) This email, with login instructions, will be sent to Contractors once they’re assigned to an account in LCPtracker by your Agency or Prime Contractor. Every Contractor account is created by the Agency or their Prime Contractor. Complete and full support is offered directly to Contractors by LCPtracker for any technical questions on the use of the software.

Contact LCPtracker Support



- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat

If you send the Support Team an email or prefer to leave a voice message, LCPtracker asks that you include the information listed below. (Because of the high number of users stored within LCPtracker, we cannot look up your account with only your company name or project you are working on.)

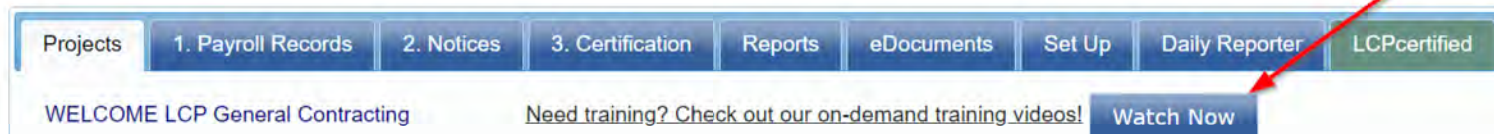
- Your Company Name
- Your User ID
- Your Name and Phone Number
- What the Issue is – please be as specific as possible so we can re-create the issue

LCPTRACKER TRAINING OPTIONS

Contractors may access the various options for training after receiving a User ID and password. An email with login instructions will be sent to Contractors once they are assigned to an account in LCPtracker. Every Contractor account is created by the Agency or their Prime Contractor.



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





ADD/EDIT EMPLOYEE

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

The screenshot shows the 'Setup Main Menu' with a navigation bar at the top containing: Projects, 1. Payroll Records, 2. Notices, 3. Certification, Reports, eDocuments, Set Up, Daily Reporter, and LCPcertified. Below the navigation bar is a grid of buttons. The first button in the first row, 'Add/Edit Employee', is circled in red. Other buttons include: Company Information, Add/Edit Craft Name, Fringe Benefits Maintenance, Copy Employees, Add/Edit Work Order, Subcontractor Setup, Add/Remove County Match, Add/Edit Additional Users, Edit Login Password, Add/Remove Craft Match, and Edit/Reset eSignature, Add/Remove Project Match.

Add / Edit Employee Information

This section is used to enter Contractor employees and their personal information. Enter the appropriate employee information in the data fields. Tab key or mouse click to move between fields. Any **RED** asterisk field is required by the Agency, and the system will not save unless the information is entered in the required fields.

Default Hourly Paid Fringes (As paid to Fund on behalf of employee)

This section is known as a "time saver". You may wish to fill in the hourly fringe rates in this section. This will allow for ease of use when entering payroll records manually, as you will be able to click the "calculate fringes" button on the Payroll Entry screen, and the system will perform the mathematical calculation of the hourly fringes multiplied by the hours worked. (Keep in mind that if you have any predetermined increases, or your Union updates once a year, you will need to come back to this section and update your fringes accordingly.)

If you have multiple projects with different fringe rates, built in increases, or everyone has the same fringes and you only want to enter those dollar values once, you may wish to skip this section and use the Fringe Benefit Maintenance table to enter your hourly fringe rates into system. (Note that any fringe amount entered in this section will supersede the fringe amount entered in that time saver section of the employee setup.)

The screenshot shows a form titled 'Default Hourly Paid Fringes (As paid to Fund on behalf of employee)'. It contains five input fields with labels above them: 'Vac / Hol / Dues', 'Health & Welfare', 'Pension', 'All Other', and 'Training'. Each field is currently empty.



Default Other Deductions Notes

Any deduction that is permissible according to the USDOL or your Agency (such as IRS garnishments, child support, a company loan, etc.) would fall under this “other” deduction section. Any amount listed in “other” will then dictate that “other deduction notes” is required. You can always come back and add/edit the employee and enter value in this section to save yourself time.

1. PAYROLL RECORDS

There are five methods of payroll entry available to all Contractors:

1. Copy Payroll feature in LCPtracker
2. Upload from a payroll system export file
3. Upload from the Excel spreadsheet
4. Direct Payroll Subscription / Interface (DPI)
5. Manual entry

We will be discussing manual entry in detail below, but here is some information regarding the other four:

1. COPY PAYROLL

This option is only available if you have already completed a week of payroll. Once you're in the Payroll Records tab, simply click on the “Copy Previous Payroll” button, select your project, then select the CPR you'd like to copy.



2. UPLOAD FROM A PAYROLL SYSTEM EXPORT FILE

From the Payroll Record tab, click on the “Upload Records” button. Further click on the “Accounting Systems” button, and you will see a partial list of the payroll companies that we have partnered with to create a payroll interface, or export file. To see a complete list of payroll interfaces available, please visit www.lcptracker.com, and click on Partners>Payroll Interfaces. If you do not find your payroll company, and would like to see if there is an opportunity to partner, please fill out the informational form listed under the “Upload Records” section and someone from LCPtracker will contact you.



The screenshot shows the LCPtracker User Portal interface. At the top, there's a navigation bar with 'Projects', '1. Payroll Records', '2. Notices', '3. Certification', and 'Reports'. Below this is a section titled 'Upload Records' with a 'Select week end date:' field. A 'Select a project:' dropdown is set to 'Select Project'. A 'Select a location:' dropdown is also present. There are checkboxes for 'Calculate fringes automatically' and 'Use "NOT AVAILABLE" if crafts is unmatched'. A 'Select the file to upload:' field is followed by a 'Browse' button. At the bottom, the 'Accounting Systems' button is circled in red, along with 'Upload', 'Help', and 'Download spreadsheet template' buttons. A green message at the bottom says 'Click on the Accounting Systems button to access information regarding accounting / payroll system interfaces.'

Accounting Systems

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

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

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

Payroll Accounting System

ADP Workforce Now
 Benepay Technologies
 California Payroll
 COINS
 ComputerEase
 Computer Guidance
 Construction Partner
 Foundation
 JobPower Software
 Paychex
 Paycom
 Payday Workforce Solutions
 Paylocity
 Pay-Net
 Payroll People Inc - PPI
 Payroll Systems -
 Quantum Systems
 Sage 100 & 300 - via Event 1 Software
 Sunburst
 Timberline - via Event 1 Software
 Ultimate Software - UltiPro
 Viewpoint - ProContractor
 Viewpoint - Spectrum (Formerly Dexter-Chaney)
 Viewpoint - Vista

You can click on the name of your payroll company, and you will either find a list of directions on how to obtain your export file, or you will see a request that you contact your payroll company directly for instructions on how to obtain that export file.

Once you have it, you can use it to upload your CPR from that "Upload Records" button. For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

3. UPLOAD FROM THE EXCEL SPREADSHEET

LCPtracker has an Excel spreadsheet template available for you to download in the same "Upload Records" section mentioned above. There is a legend as well as instructions available on the Excel template.

You can manually enter info into this Excel spreadsheet, or you can confer with your IT department to see if they can utilize this spreadsheet to create a report out of your existing payroll system.

The screenshot shows the 'Upload Records' section of the LCPtracker interface. It includes the same navigation bar and 'Select week end date:' field as the previous screenshot. The 'Select a project:' dropdown is set to 'Select Project'. The 'Select a location:' dropdown is also present. There are checkboxes for 'Calculate fringes automatically' and 'Use "NOT AVAILABLE" if crafts is unmatched'. A green message states: 'Please note that the Excel Upload Template will now be limited to 200 payroll records per upload. If your file contains more than 200 payroll records, please break up the file into multiple uploads.' The 'Select the file to upload:' field shows 'Choose File' and 'No file chosen'. At the bottom, the 'Download spreadsheet template' button is circled in red, along with 'Accounting Systems', 'Upload', and 'Help' buttons. A green message at the bottom says 'Click on the Accounting Systems button to access information regarding accounting / payroll system interfaces.'



4. DIRECT PAYROLL SUBSCRIPTION / INTERFACE (DPI)

This is another option available to Contractors who would prefer to not enter their CPRs manually, do not want to use the Excel spreadsheet, and do not use a payroll company that LCPtracker partners with. You can choose to have LCPtracker map your existing payroll so that you may use it (as a PDF or .CSV file) as an upload file. Once you have it, you can use it to upload your CPR from that "Upload Records" button.

For more information, feel free to either contact Support, or look in the Training Materials section for more detailed instructions.

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

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

5. MANUAL ENTRY

You will enter a record each week for every employee that performs work covered by prevailing wages on their project. If your employee works in more than one classification (i.e., they've worked 20 hours as a Carpenter and 20 hours as a Power Equipment Operator) please enter two separate pay records to show that they are being paid according to the work performed.

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

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



AMOUNTS PAID (top section of the Payroll Record Entry Form)

Enter the appropriate amounts in the appropriate sections. Keep in mind this is just a transfer of historical data from your already existing payroll records.

Payroll record entry form (2 of 2)

Week End Date: 6/3/2018 Contractor: Darren's Demo
Project: M59 Realignment Sub To:
Employee: DUCK, DONALD Contract ID: 5

☐ Is Foreman ☐ Is Owner/Operator

Gross Employee Pay This Project
(Usually No Fringes)

0.000

Wages Paid in Lieu of Fringes (Total Cash Fringes)

0.000

These fields are Hourly rate fields (Usually No Fringes)

Base Hourly

50.000

Overtime Hourly

0.000

Doubletime Hourly

0.000

Rate in Lieu of Fringes (Cash Fringes)

0.000

Gross Employee Pay This Project – The amount of basic wages paid for this project only. This is typically the hourly rate of pay multiplied by the hours worked (it could be more complex with overtime figured in).

Wages Paid-in-Lieu of Fringes – The amount paid to the employee instead of fringe benefits paid to a plan, fund or program. This amount is sometimes included in the Gross Employee Pay this Project depending on the accounting system and the agency reporting requirements. (Whether you are a Union Shop or Open Shop typically determines whether you pay these required fringes to an approved plan, fund or program, or pay them directly to the employee in cash.) This amount would be the rate-in-lieu of Fringes multiplied by the number of hours worked.

Rate-in-lieu of fringes – The hourly rate paid-in-lieu of fringes. If you pay your employees directly for the required fringe benefit instead of paying into an approved plan, fund or program, please list the hourly rate paid here.

Base Hourly – The hourly rate of pay not including fringes. Some accounting systems include taxable fringes and fringes paid-in-lieu in this amount, do not include those in this field.

Overtime Hourly – The hourly rate of pay multiplied by a factor of 1.5. Do not include fringe benefits in this equation, unless specifically called for by your Agency.

Doubletime Hourly – The hourly rate of pay multiplied by a factor of 2. Do not include fringe benefits in this equation, unless specifically called for by your Agency.



CLASSIFICATIONS

This section lists the craft and classification that your employee worked on your project and will be paid for. If you mistakenly choose the wrong classification on the original entry page, you may change it here by clicking on the Edit button. (Please remember that if your employee worked in more than one classification within this work week, you will need to enter a separate payroll record for that classification.)

▼ Classifications					
Jurisdiction	Location	Craft	Classification	Construction Type	
Federal Wages	Huron County, MI	Carpenter	Carpenter - Pending USDOL 02/01/2017	Highway	<input type="button" value="Edit"/>

HOURS WORKED EACH DAY FOR THIS PROJECT ONLY

Enter the hours worked each day. The first row is for regular time worked, the second row is for overtime worked and the third row for is for double time worked. You ONLY enter hours worked on this prevailing wage job for this week. The system will total each type of hours worked, the days worked and the week under the totals hours column.

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

FRINGES/CONTRIBUTIONS PAID TO OTHER (NOT EMPLOYEE) FOR THIS PROJECT ONLY

You may utilize this section in two different ways:

1. Auto calculate
2. Manual entry

The first is by simply clicking the Calculate Fringes button so that the system automatically calculates the fringe benefit rates paid. This only works if you filled out the hourly fringe benefit rates in the Add/Edit Employee screen (or the Fringe Benefit Maintenance section, also available in the Set Up tab). This function multiplies the hours worked times the fringe benefit rate to get the values.

The second way is to manually enter the total amounts paid per section (Vac/Hol/Dues, Health & Welfare, Pension, etc.) from your payroll register or paystubs. Mark the appropriate check boxes as required. If they are checked in the Add/Edit Employee setup then that value carries over.



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

Vac / Hol / Dues 0.000 Health & Welf. 0.000 Pension 0.000 All Other 0.000 Training 0.000
[More...](#) [More...](#)

Voluntary Contributions
for all Projects

Pension 0 Medical 0

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

[Calculate Fringes](#)

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

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

☒ Single Paycheck ☐ Multiple Paychecks

Deductions

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

Payments (If included in paycheck)

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

Notes

Other Deduction Notes

Deductions - the Total Deductions box will add as you enter values in the taxes, other deductions, Vac/Dues and Savings fields.

Other Deduction - this field is for permissible deductions that do not fall into the other available fields. If you put an amount in the Other deductions field, an Other Deduction Note will become required.

Trav/Subs - this field is for travel or subsistence paid to your employee. This amount does figure into the mathematical calculation that the system to ensure that Gross and Net pays are correct.

Gross Pay All Projects – the gross amount on the paycheck for the week including all projects worked.

Paycheck Amount – this is also referred to as Net pay. This is the actual amount of pay the employee received.

Check Number – you have the option of putting different information in this field. If you hand out actual checks to your employees, please enter the check number in this field. If you utilized direct deposit and no check numbers exists, enter “DD”.



Payment Date – this is the actual date of the paycheck. Not all Agencies require this field.

Notes – this is a section that allows you to communicate anything out of the ordinary that you would like your Agency to know.

Other Deduction Notes – if you entered a permissible deduction in the above-mentioned field, then you will be required to leave a note describing that deduction. Please remember to be transparent in your notes entered. We recommend that you list what the actual deduction is, and not write “other deduction” or “N/A”.

WHEN YOU HAVE COMPLETED ALL THE ABOVE-MENTIONED FIELDS, CLICK SAVE.

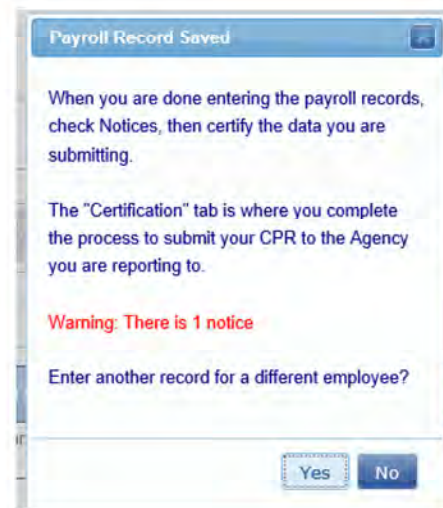
SAVE WITH NO NOTICES

With a successful save you will get this message:



SAVE WITH NOTICES

If you do not get this message, look for the **RED** message on the screen. You may have to scroll up or down on the payroll record to see what you have missed that may be a required field.





2. NOTICES

Once you have entered all payroll records for the week, you should go into the Notices tab to check and see if you have any payroll Notices. Your records have been saved: perhaps there are issues ranging from forgetting to add an employee ID or phone number to forgetting to enter the Gross Employee Pay This Project field at the top of the Payroll Record Entry screen.

Contractor Notices

Project: All Projects

From Date: To Date: ☐ Include Closed Admin Notices

Payroll Notices (0) | Daily Log Notices (0) | Administrator Notices (6)

No payroll notices

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

Contractor Notices

Project: All Projects

From Date: To Date: ☐ Include Closed Admin Notices

Payroll Notices (7) | Administrator Notices (20)

Employee	Project	Sub To	Contract ID	Week End Date	Jurisdiction	Craft	Classification	
CHARTEL ALEXANDER	Herbert Hoover Dam			6/3/2018	Florida	Laborer	Laborer: Pipelayer	<input type="button" value="Edit"/>

To clear your notice, click on the Edit button to the right of the employee name. From there, you will be taken back into the Payroll Record Entry screen. Scroll down the bottom and you will see detailed notes on exactly what your notice is.

If you do not understand the notice, you have options on how to get help. You can click on the Video Assistance "Play Now" button and you will see a video that explains what the notice is and how to address it, or you can contact our Support department and they will assist you.

You must clear all notices to certify your payroll.

CERTIFICATION

You are almost finished, and now it's time to certify your payroll. You will do this for each week beginning when you first start work on your project until the last week on the project.

You have three options available to you when you certify your payroll:

- Certify a payroll for a week during which work was performed
- Certify a payroll for a week during which no work was performed (non-work week payroll)
- Certify a payroll for multiple consecutive weeks during which no work was performed



CERTIFICATION WIZARD, STEP 1 OF 2

To certify your payroll:

- Choose your project
- Choose the type of payroll you are certifying
- Choose your week ending date (if you choose multiple consecutive weeks, you will enter the start date and the last date)
- Enter your name as the person certifying your payroll
- Enter your title
- Click next

Certification Wizard Step 1 of 2

Project Last CPR Info Date 1/28/2018 | Payroll Number 54
M59 Realignment | 5

Work performed this week?
☒ Work activity to be reported for this week
☐ No work activity to be reported for this week
☐ No work activity to be reported for multiple consecutive weeks

Week End Date
06/03/2018

Payroll Number
1

Name of Person Certifying
Mickey Mouse

Title
Payroll Manager

Cancel Next Help

CERTIFICATION WIZARD, STEP 2 OF 2

You are now seeing your Statement of Compliance (SOC) portion of your certified payroll report. You are just a few clicks away from certifying your payroll.

You now need to denote how you pay your fringe benefits (if you do both, you may choose both):

- 4a – paid into an approved plan, fund or program
- 4b – paid in cash to the employee
- 4c – section to note any exceptions you might have, per craft/classification.

If you have any final remarks that you'd like to leave for your Agency, there is a section available to you to do so. Note: this field is mandatory if you are recertifying a CPR.

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

eSignature Password:

Lastly, you will put in your eSignature and click Save. This completes your CPR, and it will pop up in another window so long as you have your pop-up blocker turned off. (If you forget your e-Signature, go back to the Set Up tab, edit your eSignature, and then go back to the Certification Tab and follow the above procedures again.)

You have now completed certifying your payroll.

Your CPRs are electronically sent to your Administrator, and unless otherwise specified, there is no need to send or print out a hardcopy unless you would like to do so for your own records.



Remember that your CPR's will always be stored in your account to access at any time, so you may decide not to print out hardcopies.

CALIFORNIA DIR XML UPLOAD

If you perform work on a California Public Works project, you also need to upload your payroll to the Department of Industrial Relations (DIR) eCPR system. Once you've certified your payroll, you can download the DIR XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the DIR XML button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Upload into the DIR eCPR system

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

WASHINGTON L&I XML UPLOAD

Beginning in January 2020, weekly certified payroll reports are required to be filed online with Washington State Department of Labor and Industries, or WA L&I, at least once a month for all public works projects. Once you've certified your payroll, you can download the WA L&I XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the WA L&I XML button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Upload into the WA State PWIA portal

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

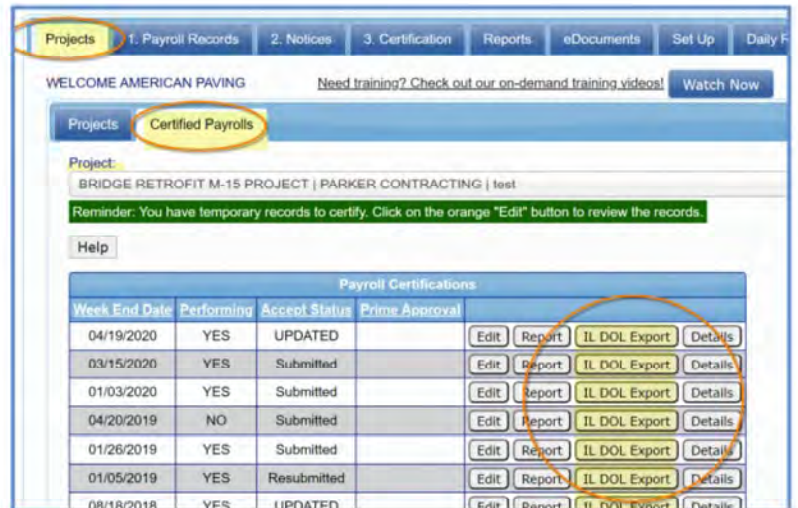


ILLINOIS DOL EXPORT UPLOAD

Beginning in September 2020, weekly certified payroll reports are required to be filed online with the Illinois Department of Labor, or IDOL, by the 15th of each month for all state-funded public works projects. Once you've certified your payroll, you can download the IL DOL XML file to upload.

Instructions to find and upload this file:

- Click on the Projects tab
- Click on the Certified Payrolls tab
- Locate the week ending payroll file you need
- Click on the IL DOL Export button (make sure your pop-up blockers are off)
- Save this file to your desktop
- Make any manual additions/adjustments to the CSV file
- Upload into the IDOL portal



Should you find that you have any further questions, please consult either the Contractor User Manual or call our Support department.

Contact LCPtracker Support

- 714-669-0052 option 4; or
- Support@LCPtracker.com; or
- Live Chat