

RESOLUTION NO. 2011-627

Adopted by the Sacramento City Council

November 22, 2011

AWARD CONTRACT FOR APARTMENT METER RETROFIT (Z14010056)

BACKGROUND

- A. This project has been incorporated into the City's Water Meter Retrofit Program. The purpose of this program is to meet the requirements of Assembly Bill 2572 and City Ordinance 2005-090, which require the installation of water meters on all water service connections by the year 2025.
- B. City staff prepared a set of plans and specifications to install 113 water meters, and replace substandard water services as needed.
- C. The project was advertised for bidding and bids were received on September 28, 2011. The apparent low bid was submitted by Biondi Paving, Inc., but Biondi Paving subsequently withdrew its bid due to an error in the bid, as allowed under the Public Contract Code.
- D. Newland Entities Inc. was the lowest responsible and responsive bidder.

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

- Section 1. The contract plans and specifications for the Apartment Meter Retrofit Project (Z14010056) are approved, and the contract is awarded to Newland Entities, for an amount not to exceed \$428,466.74.
- Section 2. Exhibit A is made a part of this Resolution.

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Exhibit A - Apartment Meter Retrofit Project Contract

Adopted by the City of Sacramento City Council on November 22, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, Pannell, Schenirer, Sheedy,
and Mayor Johnson.

Noes: None.

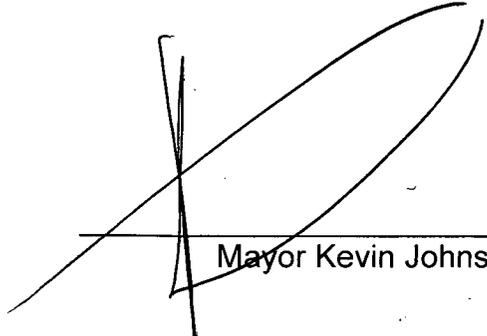
Abstain: None.

Absent: Councilmember McCarty.

Attest:



Shirley Concolino, City Clerk



Mayor Kevin Johnson



CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

ENGINEERING SERVICES DIVISION

**CONTRACT SPECIFICATIONS
FOR
APARTMENT METER RETROFIT**

**PN: Z14010056
B123331011
Engineer's Estimate: \$555,246**

**Non-Refundable Fee
\$30.00**

For Pre-Bid Information Call:

No Separate Plans

**Chris Powell
Utilities Construction Coordinator
(916) 808-4031**

**Bid to be received before 2:00 PM.
September 28, 2011
Historic City Hall, City Clerk's Office
915 I Street, 1st Floor
Sacramento, CA 95814**

ESBE Program Goals

For information on meeting the City of Sacramento's Small Business Enterprise (SBE) and Emerging Business Enterprise (EBE) project goals, please contact Noreen James at (916) 808-5470, or visit the City of Sacramento's small business web site at: http://dev.cityofsacramento.org/econdev/business-open/Sub_small-business-certificaion.cfm

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SPECIAL PROVISIONS

ESBD PRE-BID CONFERENCE

The City of Sacramento Code Section 3.60.270 requires all bidding contractors to meet or exceed the City's Emerging and Small Business Development (ESBD) participation goals established for this project in order to qualify as a responsible bidder. Attendance is recommended at the ESBD program meeting within 180 calendar days of the bid opening date.

Effective July 2010, the meetings are scheduled as requested:

For information on meeting the City of Sacramento's Small Business Enterprise (SBE) and Emerging Business Enterprise (EBE) project goals, please contact Noreen James at (916) 808-5470, or visit the City of Sacramento's small business web site at: http://dev.cityofsacramento.org/econdev/business-open/Sub_small-business-certificaiton.cfm

NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, Historic City Hall, located at 915 I Street, 1st Floor, up to the hour of 2:00 p.m. on **September 28, 2011** and opened at 2:00 p.m. **September 28, 2011**, or as soon thereafter as business allows, in the Hearing Room, Historic City Hall, 2nd Floor, for construction of:

APARTMENT METER RETROFIT
(PN: Z14010056) (B123331011)

as set forth in the Construction Documents.

Proposals received and work performed thereunder shall comply with the requirement of Chapter 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum the Bid Proposal. The right to reject proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained herein and enclosed in an envelope marked:

SEALED PROPOSAL FOR
APARTMENT METER RETROFIT
(PN: Z14010056) (B123331011)

Copies of the contract documents are available at:

Signature Reprographics
620 Sunbeam Avenue
Sacramento, CA 95814
(916) 454-0800

A non-refundable fee of \$30.00 will be charged.

Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with the Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **Electronic Web submittal of Labor Compliance Reports is effective May 1, 2008.** Each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

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

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

This requirement will be "flowed down" to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the Labor Compliance Program should be directed to the Labor Compliance Section at (916) 808-5524.

Pursuant to Sacramento City Code Section 3.60.250, any agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filed and maintained in accordance with the provisions of Chapter 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Chapter 3.60.040 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protests" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Chapter 3.60.010 of the Sacramento City Code may be obtained from the Project Manager or from the Office of the City Clerk, located at 915 I Street, 1st Floor, Sacramento, CA 95814.

The right to reject any and all bids or to waive any informality in any bid received is reserved by the City Council.

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

Contractor's Name: _____
 (Please print)

CITY OF SACRAMENTO
 SEALED PROPOSAL
 (MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **September 28, 2011**, at the Office of the City Clerk, Historic City Hall, at 915 I Street, 1st Floor, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on **September 28, 2011**, by the Office of the City Clerk, 915 I Street, Historic City Hall, Hearing Room 2nd Floor, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

**APARTMENT METER RETROFIT
 (PN: Z14010056) (B123331011)**

in the City and County of Sacramento, California.

TOTAL BID: _____ (\$ _____).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Construction Photographs	1	LS	\$ _____	\$ _____
2	Meter Retrofit of 2-Inch Water Services – Turbo	11	EA	\$ _____	\$ _____
3	Meter Retrofit of 2-Inch Water Services – Turbo	82	EA	\$ _____	\$ _____
4	Retrofit of 4-Inch Water Services (1 Turbine Meter)	6	EA	\$ _____	\$ _____
5	Retrofit of (3-Inch and larger) 4-Inch Water Services (1 Turbine Meter)	3	EA	\$ _____	\$ _____
6	Meter Retrofit of 8-Inch Water Services	11	EA	\$ _____	\$ _____
7	Concrete, to Remove and Replace	250	SF		
8	Asphaltic Concrete Pavement to Remove and Replace	500	SF	\$ _____	\$ _____

TOTAL BID: \$ _____

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or the Notice to Proceed has been prepared, whichever is applicable.

In determining the amount bid by each bidder, City shall 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 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.

When the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit 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 City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item 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.

It is understood that this bid is based upon completion of the work within a period of **sixty (60) working days** commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **five hundred dollars (\$500.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work. **Additionally, the undersigned shall include written documentation with the Sealed Proposal of previous satisfactory experience in installation of water main pipeline, in accordance with the following:**

- **The undersigned shall provide documentation for a minimum of three (3) projects of similar size and scope for the placement of water main pipeline performed by the undersigned for a municipality or other public agency within the last five years. The documentation for each project shall describe the work performed, including the size and length of pipeline installed, the type of water main material installed, the contract amount and duration, and the time period of performance, and shall include the name, address and telephone number of the owner agency or municipality. The documentation also shall include the name of a contact person for each owner who is familiar with the work performed. The above documentation shall be included with the Sealed Proposal.**
- **A Sealed Proposal that does not include the above required documentation may be rejected as non-responsive.**

Please note that information included in the above documentation and/or obtained from such other owner agency or municipality or from another source regarding the bidder's performance on another public project also may be used by the City in determining whether the bidder is a responsible bidder.

The undersigned has carefully checked all of the above 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.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. The City reserves the right to reject any and all bids.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

___ CERTIFIED CHECK

___ MONEY ORDER

___ CASHIERS'S CHECK

___ BID BOND

<u>FOR CITY USE ONLY</u>	
TYPE OF DEPOSIT	
<input type="checkbox"/>	Bid Bond
<input type="checkbox"/>	Cashier/Certified Check
<input type="checkbox"/>	Other _____
Reviewer's Initials: _____	

CONTRACTOR

Addendum No. 1 _____

Addendum No. 2 _____ By: _____
(Signature)

Addendum No. 3 _____ Title: _____

Addendum No. 4 _____ Address: _____
No PO Box – Physical Address ONLY

City _____ STATE _____ ZIP Code _____

Telephone No. _____

Fax No. _____

Email _____

(Federal Tax ID # or Social Security #)
Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

Valid Contractor's License No. _____, Classification _____ is held by the bidder.

Expiration date _____. Representation made herein are true and correct under penalty or perjury

PN: Z14010056 (B123331011)

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned proposal to the City, for which Proposals are to be opened in the Office of the City Clerk, Historic City Hall, Hearing Room 2nd Floor, 915 I Street, Sacramento, California, on **September 28, 2011**, for the Work specifically described as follows:

APARTMENT METER RETROFIT
(PN: Z14010056) (B123331011)

NOW, THEREFORE, if the aforesaid Principal is award the Agreement and within the time and manner required under the Contract Documents, enters into a written Agreement, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF, We have hereunto set our hands and seal this _____ day of _____, 2011.

PRINCIPAL Seal

By: _____

Title

SURETY Seal

By _____

Title

Agent Name and Address

Agent Phone #

Surety Phone #

California License #

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

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

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

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

EXCEPTION:

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

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

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

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

CONTRACTOR'S NAME: _____

BY: _____ Date: _____
Signature Title

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

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

QUESTIONNAIRE

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

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

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

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

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

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

Yes No Not applicable

OR

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

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

Yes No Not applicable

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

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

Yes No

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

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

Yes No

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

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

Yes No

OR

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

VERIFICATION AND SIGNATURE

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

Signed at _____, on _____.
(Location) (Date)

Signature: _____

Print name: _____

Title: _____

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

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor

Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the

first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

- 5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

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

Signature of Authorized Representative

Date

Print Name

Title



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



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

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

The included employee benefits are:

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

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

You May . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see Attachment 3), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

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

Form
submitted by:

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

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

A. Building Project Information:

Job Address: _____
Contractor: _____
Address: _____

Engineering
Estimate: _____
Phone: _____
Email: _____

B. Briefly describe the project:

C. Materials Required to be Recycled

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

50%
of all debris
must be recycled

D. Material Management.

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

C&D Debris Waste Management Plan

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

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*	Recovery Stations & Landfills		
Bell Marine	(916) 442-9089	Elder Creek Recovery & Transfer Station	(916) 387-8425
C & C Paper Recycling	(916) 920-2673	Kiefer Landfill	(916) 875-5555
EBI Aggregates	(916) 372-7580	L & D Landfill	(916) 383-9420
International Paper	(916) 371-4634	North Area Recovery Station	(916) 875-5555
Modern Waste Solutions	(916) 447-6800	Sacramento Recycling & Transfer Station	(916) 379-0500
PRIDE Industries, Inc.	(916) 640-1300	Waste Management Recycle America	(916) 452-0142
Recycling Industries, Inc.	(916) 452-3961		
Sacramento Local Conservation Corps	(916) 386-8394		
Smurfit-Stone Container Corporation	(916) 381-3340		
Southside Art Center	(916) 387-8080		
Spencer Building Maintenance, Inc.	(916) 922-1900		

More updated information can be found online at:
<http://www.cityofsacramento.org/utilities/>

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

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

**Green Contracting Survey
(Voluntary)**

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:

Contact Name:

Company Address:

City, State, ZIP:

Company Phone:

City Bid Information	
Department	<input type="text"/>
Project #	<input type="text"/>
ESBE/SBE?	<input type="text"/>

Instructions:

- Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
- All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
- Electronic version available at <http://www.airquality.org/ceqa/index.shtml>
For additional questions, please call (916) 874-4892
- 4892

Please Submit To:

Kristian Damkier, P.E.
 Sacramento Metropolitan AQMD
 777 12th St, 3rd Floor
 Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	1XP5AAC35RG339402	1T45678	Kenworth	T-300	2002	Cummins	ISB	2002	250	35,000	No

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name: _____

Contact Name: _____

Company Address: _____

City, State, ZIP: _____

Company Phone: _____

City Bid Information	
Department	_____
Project #	_____
ESBE/SBE?	_____

Instructions:

- a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
- b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
Electronic version is available at <http://www.airquality.org/ceqa/index.shtml>
- c) <http://www.airquality.org/ceqa/index.shtml>
For additional questions, please call (916) 874-4892
- d) 4892

Please Submit To:
Kristian Damkier, P.E. Sacramento Metropolitan AQMD 777 12th St, 3rd Floor Sacramento, CA 95814-1908

Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
	Make	Model	Type	Year	Make	Model	Year	HP	
48W34456	Caterpillar	631G	Scraper	2003	Caterpillar	3408E	2003	485	1,600

Guidelines for City of Sacramento Boycott of Arizona and Arizona-Headquartered Businesses

Sacramento City Council Resolution No. 2010-346 calls for a boycott of the State of Arizona and businesses headquartered in Arizona. The boycott provisions prohibit employee travel to Arizona at City expense, and restrict the purchase of goods and services with Arizona headquartered businesses.

Resolution No. 2010-346 provides that "where ***practicable*** and where there is no ***significant*** additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is ***headquartered*** in Arizona ..."

The guidelines below are provided to city staff for implementing the Resolution.

• Definitions

- **Headquartered**: State in which a company is headquartered. This may be different than the state of incorporation, where subsidiaries are located. You may determine a company headquarters from the declaration provided in a solicitation response or by calling the company directly.
- **Practicable**: The proposed or existing vendor can be replaced without interruption to services and/or supplies, and the replacement of the vendor does not adversely affect the Sacramento economy. For example, excluding a company headquartered in Arizona, but with a Sacramento-area office would not be practicable, as it would adversely affect the local economy. The cost of transition should not be significant.
- **Significant**: Costs that exceed the following percentages or dollar thresholds:
 - o For contracts valued \$250k and less – the lesser of 10% or \$25k
 - o For contracts valued between \$250k and \$1m – the lesser of 10% or \$100k
 - o For contracts valued between \$1m and 10m – the lesser of 8% or \$100k
 - o For contracts valued at \$10m and more – the lesser of 6% or 100k
- **Related companies, subcontractors**: The policy applies only to the company with which the City enters into a contract.

• Exceptions Checklist

If the lowest bidder is headquartered in Arizona, in order to have a valid exception to the boycott Resolution, you must be able to answer yes to **at least** one of the following questions:

- Is the difference between the low bid and the second low bid "significant"? (see definitions) OR if the vendor has a current contract and we evaluating a renewal, is there a significant cost to switch vendors?
- Does the lowest bidder have a local office in Sacramento, providing benefit to the local economy, if awarded the contract?
- Is the vendor the sole-source for this particular service/commodity?
- Is the contract award or extension in the "best interest of the City" for reasons not listed above?

City of Sacramento Boycott of Arizona-Headquartered Businesses

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

State Where Firm is Headquartered

Signature of Authorized Representative

Date

Print Name

Title

This Page to be completed and submitted with bid proposal

ESBE REQUIREMENTS
(City Contracts no Federal Funds Used)

I. ESBE PARTICIPATION REQUIREMENT

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development (ESBD) program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. The ESBD program establishes an annual emerging and small business enterprise (ESBE) participation goal for the City's contracts, and authorizes City departments to require minimum ESBE participation levels in individual contracts so that the annual ESBE participation goal can be met. Under City Code section 3.60.270, when the bid specifications for a City contract establishes a minimum participation level for ESBEs, no bidder on the contract shall be considered a responsive bidder unless its bid meets the minimum ESBE participation level required by the bid specifications.

The City has established a **minimum 20% participation level for ESBEs on this contract**. Pursuant to City code Section 3.60.270, no bidder on this contract shall be considered a responsive bidder unless its bid meets or exceeds this minimum participation level.

Bidders shall include copies of their Certification as a SBE or EBE and the SBE or EBE Certifications for each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted within two (2) working days of submitting the sealed proposal. Failure to submit the required ESBE information will be grounds for finding the bid non-responsive.

II. ESBE CERTIFICATION

- A. A SBE designated in the bid must be certified as such by the State of California, Department of General Services, or by the City, as defined herein, prior to the time bids are received.
- B. An EBE designated in the bid must be certified as such by the City, as defined herein, prior to the time bids are received.

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

- A. The percent of ESBE participation shall be determined based on the dollar value of the work to be performed or supplies to be furnished by certified ESBEs designated in the bidder's Subcontractor and ESBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. To receive credit for participation, an ESBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry its responsibility by actually performing, managing, or supervising the work.

- C. ESBE Bidders: The dollar value listed for an ESBE bidder on the bidder's Subcontractor and ESBE Participation Verification Form shall include only the amount of work to be performed by the ESBE bidder, and shall not include any amount to be paid by the ESBE bidder for the cost of materials or supplies.
- D. Suppliers: Credit for an ESBE vendor of materials or supplies is counted as one hundred (100) percent of the amount paid to the vendor for the material or supplies. To receive this credit, ESBE vendors of supplies and materials must be listed on the bidder's Subcontractor and ESBE Participation Verification Form.
- E. Truckers: Credit for an ESBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or supplies being transported by the trucker.
- F. Subcontractors (including truckers): To receive credit for an ESBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and ESBE Participation Verification Form. The dollar value listed for a subcontractor on the bidder's Subcontractor and ESBE Participation Verification Form shall not include any amount to be paid to the subcontractor for the cost of materials or supplies.

IV. **ESBE REQUIREMENTS FOR CONTRACTOR**

- A. ESBE Records: The Contractor shall maintain records of all subcontracts with certified ESBE subcontractors and records of materials purchased from certified ESBE vendors/suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each ESBE subcontractor or vendor/supplier and the total dollar amount actually paid each ESBE subcontractor or vendor/supplier.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the ESD program or these specifications.

- B. Reporting Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the contract amount. The deduction shall be ten (10) percent of the estimated value of the work performed during the month, not to be less than \$1,000 nor exceed \$10,000 and shall be deducted from the next progress payment.
- C. Performance of ESBE Subcontractors and Suppliers: The ESBEs listed by the Contractor shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material from other sources. Reasons for requesting such authorization would include:

1. The listed ESBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
2. The listed ESBE becomes bankrupt or insolvent.
3. The listed ESBE subcontractor fails to meet the bond requirements of the Contractor.
4. The work performed by the listed ESBE subcontractor is unsatisfactory and/or is not in accordance with the plans and specifications, or the subcontractor fails to perform his/her obligations under the subcontractor contract.
5. It would be in the best interest of the City.

The Contractor shall not be entitled to any payment for such work or materials unless it is performed or supplied by the listed SBE or EBE or other forces (including those of the Contractor) authorized by the City in writing.

- D. Subcontractor Substitution: No substitution of an ESBE subcontractor shall be made at any time without compliance with the Subcontracting Listing Law and the written consent of the City. If an ESBE subcontractor is unable to perform successfully and is to be replaced, the Contractor will be required to make good faith efforts to replace the original ESBE subcontractor with another certified ESBE subcontractor. The new ESBE subcontractor must be certified at the time of substitution.

V. DEFINITIONS

- A. **Emerging Business Enterprise (EBE)**: The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998, provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.
- B. **Small Business Enterprise (SBE)**: The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs.
- C. **Contractor**: The individual, partnership, corporation, joint venture or other legal entity entering into a contract with the City of Sacramento.
- D. **Subcontractor**: The individual, partnership, corporation, or other legal entity entering into a contract with the prime contractor to perform a portion of the work.

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

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

Bidder

BY: _____

Title: _____

Address: _____

Date: _____

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 20__, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and

("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:

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
The Emerging and Small Business Enterprise (ESBE) Requirements
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
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:

APARTMENT METER RETROFIT (PN:Z14010056)

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 (90) 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 ten (10) 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 due and payable beginning thirty-five (35) days after completion and final acceptance of the Work by City; provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. 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 Section 20104.50.

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 **sixty (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 five hundred dollars (\$500.00) for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

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 this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

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 performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

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 of or carried by the Contractor.

(A) Minimum Scope and 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, 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 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

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

(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, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(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 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:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative designated by City. 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) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/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

(A) Use Tax Direct Payment Permit For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract 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 Contract.

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 _____

BY _____

Print Name

Title

BY _____

Print Name

Title

Federal ID#

State ID#

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

Type of Business Entity (*check one*):

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other

(*please*)

specify: _____)

CITY OF SACRAMENTO

a municipal corporation

DATE _____

BY _____

For: William H. Edgar, Interim City Manager

Original Approved As To Form:

Attest:

City Attorney

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Bond #: _____
Premium: _____
Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City has conditionally awarded to (*here insert full name and address of Contractor*):

as principal, hereinafter called Contractor, an agreement for construction of:

APARTMENT METER RETROFIT
(PN: Z14010056) (B123331011)

in accordance with the plans, specifications, drawings, conditions, and project manual prepared therefore, which agreement is by reference made a part hereof, 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*):

_____, 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 _____ DOLLARS \$ _____), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then this obligation shall be null and void; otherwise shall be and remain in full force and effect. This obligation shall remain in full force and effect until (1) the date that the Contractor no longer has any remaining obligation of performance under the Contract, or (2) the date that is one year after the date that the work to be performed under the Contract is accepted as complete by the City, whichever occurs later.

As part of the obligation 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 obligation, all to be taxed as costs and included in any judgement 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 _____, 2011.

(Contractor) (Seal)

By _____

Title _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

(Surety) (Seal)

By _____

Title _____

Agent Name and Address _____

Agent Phone # _____

Surety Phone # _____

California License # _____

Surety Email: _____

CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No: _____
Premium: _____
Page 1 of 1

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

hereinafter called Contractor, an agreement for construction of:

APARTMENT METER RETROFIT
(PN: Z14010056) (B123331011)

in accordance with the plans, specifications, drawings, conditions, and project manual prepared therefor, which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a good and sufficient payment bond to secure the claims to which reference is made in Title 15(commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code.

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

_____, 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 subcontractors, laborers, materialmen and other persons employed in the performance of the Contract and referred to in the aforesaid Civil Code in the sum of _____ DOLLARS (\$ _____), 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 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 and State agencies entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, 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 _____, 2011.

(Contractor) (Seal)
By _____
Title _____

(Surety) (Seal)
By _____
Title _____
Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____
Surety Phone # _____
California License # _____
Surety Email: _____

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

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).

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 on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (for you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2011

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

Payee's name		Payee's <input type="checkbox"/> SOS file no.	<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN
Address (number and street, PO Box, or P.M.E. no.)			Apt. no./Ste. no.
City	State	ZIP Code	

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement 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, Who is a Resident, for the definition of a resident.
- Corporations:**
The above-named 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 and withhold on payments of California source income to nonresidents when required. 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 F, What is a Permanent Place of Business, for the definition of permanent place of business.
- Partnerships or limited liability companies (LLC):**
The above-named 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 and will withhold on foreign and domestic nonresident partners or members when required. 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 above-named 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). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. 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 above-named 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 and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee 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. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.
- 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: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) _____ Daytime telephone no. _____

Payee's signature ► _____ Date _____

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO
APPRENTICES ON PUBLIC WORKS
Chapter 1 of Division 2
APPRENTICES ON PUBLIC WORKS**

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct. (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis: (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request. (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A penalty is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis: (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request. (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested

payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.

(i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall become operative January 1, 2003.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which he or she is training or (2) the rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall

employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent. (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5. (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis. (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of each fiscal year, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows: (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made. (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program. (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of administering this subdivision. (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which fund is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the division in administering this subdivision.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section 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).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

1777.7. (a) (1) A contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Chief, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due. (2) In lieu of the penalty provided for in this subdivision, the Chief may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d), order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) In the event a contractor or subcontractor is determined by the Chief to have knowingly committed a serious violation of any provision of Section 1777.5, the Chief may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works Contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Chief becomes a final order of the Administrator of Apprenticeship.

(c) (1) An affected contractor, subcontractor, or responsible officer may obtain a review of the determination of the Chief imposing the debarment or civil penalty by transmitting a written request to the office of the Administrator within 30 days after service of the determination of debarment or civil penalty. A copy of this report shall also be served on the Chief. If the Administrator does not receive a timely request for review of the determination of debarment or civil penalty made by the Chief, the order shall become the final order of the Administrator. (2) Within 20 days of the timely receipt of a request for review, the Chief shall provide the contractor, subcontractor, or responsible officer the opportunity to review any evidence the Chief may offer at the hearing. The Chief shall also promptly disclose any nonprivileged documents obtained after the 20-day time limit at a time set forth for exchange of evidence by the Administrator. (3) Within 90 days of the timely receipt of a request for review, a hearing shall be commenced before the

Administrator or an impartial hearing officer designated by the Administrator and possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The affected contractor, subcontractor, or responsible officer shall have the burden of providing evidence of compliance with Section

1777.5. (4) Within 45 days of the conclusion of the hearing, the Administrator shall issue a written decision affirming, modifying, or dismissing the determination of debarment or civil penalty. The decision shall contain a statement of the factual and legal basis for the decision and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party that the party has filed with the Administrator. Within 15 days of issuance of the decision, the Administrator may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. (5) An affected contractor, subcontractor, or responsible officer who has timely requested review and obtained a decision under paragraph (4) may obtain review of the decision of the Administrator by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the final decision. If no timely petition for a writ of mandate is filed, the decision shall become the final order of the Administrator. The decision of the Administrator shall be affirmed unless the petitioner shows that the Administrator abused his or her discretion. If the petitioner claims that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in light of the entire record. (6) The Chief may certify a copy of the final order of the Administrator and file it with the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order. A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and be given the same preference allowed by the law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section. An awarding body that has withheld funds in response to a determination by the Chief imposing a penalty under this section shall, upon receipt of a certified copy of a final order of the Administrator, promptly transmit the withheld funds, up to the amount of the certified order, to the Administrator.

(d) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a), unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements: (1) The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

(3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due the subcontractor for work performed on the public works project until the failure is corrected. (4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(e) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(f) The Chief shall consider, in setting the amount of a monetary penalty, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating this section, all of the following circumstances: (1) Whether the violation was intentional. (2) Whether the party has committed other violations of Section 1777.5. (3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation. (4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices. (5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs. If a party seeks review of a decision by the Chief to impose a monetary penalty or period of debarment, the Administrator shall decide de novo the appropriate penalty, by considering the same factors set forth above.

(g) The interpretation of Section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council. The Administrator may adopt regulations to establish guidelines for the imposition of monetary penalties and periods of debarment and may designate precedential decisions under Section 11425.60 of the Government Code.

NOTE: THE ABOVE CALIFORNIA LABOR CODE SECTIONS ARE AVAILABLE FROM THE INTERNET @ www.dir.ca.gov/.
DAS 10 (Rev. 04-02)

SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR
APARTMENT METER RETROFIT
(PN: Z14010056)

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1.0 SECTION 1 – General Construction Requirements

1.1. Scope of Work

The work to be performed by the Contractor under these Special Provisions generally consists of furnishing and installing meter setters, meter boxes, lids, meter valves and water meters at various commercial and residential properties within designated areas of the City of Sacramento as indicated in the Appendix. The work to be performed includes excavation, backfill, surface restoration, retrofitting water meters on existing water services, and any other work required to complete the project as specified in these Special Provisions.

The City shall supply meters and lid locks to the Contractor for installation. Refer to the section for Contractor Receipt of City Supplied Materials.

The Contractor shall provide all labor, materials, tools, and equipment to complete meter retrofits in place and all work necessary to furnish, install, remove, abandon, pressure test, disinfect, and connect the water pipe and appurtenances as shown in the Plans and as specified in these Special Provisions. The work shall be so performed that upon contract completion the project shall be ready for use as described in these Special Provisions.

1.2. Specifications

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "City Standard Specifications". Reference may also be made to the State of California, Department of Transportation, Standard Specifications referred herein as "State Standard Specifications".

The general requirements of this contract shall be governed by these Special Provisions first, followed by Sections 1 through 8 of the City Standard Specifications. Other Standards or Specifications specified in these Special Provisions govern only the applicable technical specifications.

1.3. Interpretation of Contract Documents

Questions from bidder's concerning the interpretation of any portion of the contract documents may be directed to Cristina Lupercio or Chris Powell of the City of Sacramento, Department of Utilities, 1395 35th Avenue, Sacramento, California, 95822, phone (916) 808-1425 for Cristina Lupercio, and (916) 808-4031 for Chris Powell.

Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents, including the addenda. These items shall be brought to the attention of the Engineer at least one (1) week prior to the bid opening date.

1.4. Governing Documents

1. All work performed under this contract shall be in accordance with the following general requirements:
 - a. Sealed Proposal
 - b. Agreement
 - c. City Standard Specifications - Sections 1 through 8
2. All work performed under this contract shall be in accordance with the following provisions:
 - a. Special Provisions
 - b. Contract Plans
 - c. City Standard Specifications - Sections 10 through 38
 - d. California Labor Code - Chapter 4 of Division 3
3. In the event of a conflict in the Contract Documents, the governing priorities, when appropriate, shall be in accordance with section 5-3 of the City Standard Specifications.

1.5. Shop Drawings and Submittals

The Contractor's shop drawings and submittals shall include, but not be limited to, the following:

1. Construction Activity Time Schedule
2. Traffic Control Plan
3. Meter boxes and lids
4. Erosion, Sediment, and Pollution Control Plan
5. Water Service Lateral Materials
6. Public Notification Information
7. Phasing Plan
8. Any Additional Materials called out in Meter Details (Miscellaneous Fittings, Setters, etc.)

When review and checking for acceptance is required of any drawing or information regarding materials and equipment, the Contractor shall prepare or secure, and submit for review, six copies in accordance with Section 5-7 of the Standard Specifications. The Engineer, after taking appropriate action, will return two marked copies to the Contractor. The Contractor shall keep one copy of the approved Traffic Control Plan and the Water Quality Control Plan at the construction site at all times.

To achieve standardization of appearance, maintenance, and replacement, like items of materials provided under these Special Provisions shall be the end product of one manufacturer.

1.6. Manufacturer's Instructions

Contractor shall comply with manufacturer's installation instructions and procedures in accordance with Section 5-16 of the City Standard Specifications.

1.7. Equipment to be Supplied

All equipment, material and supplies called for on the Plans and 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.

1.8. 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.

1.9. Construction Activity Time Schedule

The Contractor shall submit a detailed schedule in accordance with Section 7-2 of the Standard Specifications. No progress payments will be made for work completed prior to acceptance of the schedule.

The activity time schedule shall indicate the chronological sequence in which the Contractor proposes to carry out each aspect of the work, the calendar dates on which the Contractor will begin the several salient elements of the work (procurement and delivery of materials, posting of "No Parking" signs, notification of property owners, scheduling of equipment, excavation of trenches, placement of pipe, etc), and the contemplated dates for completing said salient elements.

The Contractor shall contact the Engineer at least forty-eight (48) hours in advance of any change in the work schedule. If the Contractor desires to make a major change in his method or operations after commencing construction, or if the activity time schedule fails to reflect the actual progress of the work, the Contractor shall submit a revised schedule to the Engineer in advance of beginning revised operations.

At the very minimum, the Contractor shall update the construction activity time schedule every thirty (30) calendar days throughout the duration of the project.

1.10. Water Quality Control

Water Quality Control shall be in accordance with Section 16 of the City Standard Specifications. The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. The Contractor shall not begin work until an accepted ESC Plan is on file with the Engineer.

1.11. Definitions

For definitions not found herein refer to Section 1 of the City Standard Specifications.

“Provide” shall mean furnish and install in accordance with the Plans and Specifications.

“Residential Water System” shall mean the water service pipe and appurtenances from the property owner’s side of the existing curb stop up to and including all points of connection at the structure/dwelling/building.

“Water Distribution Personnel” shall mean an appointed representative from the Department of Utilities.

“Water Service Laterals” shall mean the water service pipe placed from the water main up to and including the curb stop.

The “existing point of service” shall mean the point at which the ownership of the water service transfers from the City’s responsibility to maintain to the owner’s. The physical location shall be at the curb stop if one exists.

1.12. Project Closeout

The issuance of a punch list, final acceptance of the work, and the final payment shall be in accordance with Section 8-4 of the City Standard Specifications.

1.13. City Ordinance Related to Construction Work

The City has adopted an ordinance amending Chapter 12.20 that establishes additional minimum requirements and restrictions relating to construction activities within the City limits and establishes administrative penalties associated with non-compliance of these requirements. The ordinance includes the following general categories:

- A. Working hours for the City’s “Primary Streets”
- B. Traffic control plan requirements
- C. Access to private property
- D. Maintenance of construction areas
- E. Repair of traffic control systems
- F. Care of existing known facilities
- G. Public notification
- H. Noise levels

Copies of the ordinance are available from the City Clerk’s Office, 915 I Street, Sacramento, CA. 95814.

1.14. Project Signs

Prior to beginning any onsite work, the contractor will be provided two project signs. The signs will be supplied by the City and are approximately 2' x 3'. The signs shall be placed on barricades and shall be located at the construction area where work is being performed. The signs shall be removed at the end of each work day and placed accordingly on the next construction day. The signs shall be removed at the end of the project and returned to the City.

1.15. Daily Coordination Required

In addition to the responsibilities of the Contractor and the Contractor's Superintendent as detailed in Section 5-4 of the Standard Specifications, the Contractor's Superintendent or other Contractor representative approved by City shall meet with City's representative(s) at the job site each working day, once each morning and once each afternoon, for a total of approximately one and a half hour per working day. The purpose of such required meetings shall be to maintain close coordination between the Contractor and City throughout performance of the Contract, and the matters to be addressed at such meetings shall include, but are not limited to the following: reviewing the current working day's projected work schedule, updating the City representative on the current working day's completed work, communicating regarding customer notification, placement of meter boxes, type of meter box to place at each property identified on the daily work schedule, valve placements and abandonments, identifying concrete work scheduled for the next working day, quantities of completed services placed each day, pay estimates, job walks as required by the City representative to identify anomalies, and reviewing USA markings.

1.16. Same Superintendent and Work Crew Required

In addition to Contractor's obligations to utilize competent and skilled workers and to remove unsatisfactory workers as specified in Section 7-6 of the Standard Specifications, Contractor shall maintain the same Superintendent and work crew on the job site throughout performance of the Contract, and Contractor shall not change Contractor's Superintendent and/or work crew prior to completion of the Work unless approved in writing by the Engineer prior to such change; provided that the Engineer's approval shall not be required for Contractor to replace employees terminated by Contractor.

1.17. Payment

No separate payment will be made to the Contractor for complying with the requirements of this section. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

* END OF SECTION *

2.0 SECTION 2 – PUBLIC CONVENIENCE & PROTECTION OF EXISTING IMPROVEMENTS

2.1. Public Right-of Way and Easements

All water mains constructed as part of this project are to be placed within public street and alley rights-of-ways. The Contractor shall confine his or her operations within the limits of existing street right-of-way or easements as much as practicable.

If the Contractor finds it necessary to encroach onto private property outside the limits of public street and right-of-ways, the Contractor shall make all necessary arrangements with the property owner for such encroachment.

If the Contractor finds it necessary to encroach onto private property outside the limits of the project, the Contractor shall make all necessary arrangements with the owner of the property for such encroachment. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property described in the agreement.

2.2. Existing Utilities

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for the accuracy thereof. For the most part, underground utility services are not shown on the Plans.

Attention is directed to the provisions in Section 6-19 of the Standard Specifications.

The Contractor will insure that utility services to customers in the project are maintained.

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

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

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

2.3. Maintaining Water, Sewer, and Drainage Flows

The Contractor shall be responsible maintaining water, sewer, and drainage flows including emergency repairs and temporary bypasses in accordance with Section 13-2 of the City Standard Specifications.

2.4. Work Performed by City Crews

The Contractor is advised that the City retains the option of performing with City crews, all or a portion of any work involved in relocation, repairing, or otherwise restoring existing sewer, water, and drainage systems and services to developed properties within the limits of the project that may be in conflict with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City.

Should the Contractor desire City forces to cut and repair existing water, sewer, or drain services, the Contractor shall contact the Engineer at least three (3) working days in advance to schedule and coordinate the work.

All work performed and materials provided by the City will be paid for by the Contractor or removed from this contract at no additional cost to the City in accordance with Section 4-5 of the City Standard Specifications.

2.5. Maintenance of Traffic and Public Safety

The Contractor's attention is directed to Sections 6-6, 6-7, 6-8, 6-9, 6-10, 6-11, 7-4, and 16-3 of the City Standard Specifications.

Spillage shall be removed immediately in accordance with Section 6-6 of the City Standard Specifications.

Water or dust palliative shall be applied in accordance with Section 6-6 of the City Standard Specifications.

Contractor shall not interfere with or impair any railroad operations in accordance with Section 6-6 of the City Standard Specifications.

The Contractor shall be required to establish traffic scheduling and control measures acceptable to the Engineer prior to starting any work. The Contractor shall submit to the Engineer for review and approval a plan in accordance with Section 6-10 of the Standard Specifications. This plan shall be submitted a minimum of ten working days prior to the scheduled commencement of any work by the Contractor. **The Contractor will not be allowed to begin work until an approved plan is on file with the Engineer.**

The Contractor shall notify Jack Wyscarver, via the Engineer, at the Traffic Signal Maintenance Shop, (916) 808-6633, ten working days before any electrical work begins.

The Contractor's traffic control plan shall provide for the following:

1. The Contractor shall provide access to all driveways or alleys at all times except when excavation is in progress, when forms are in place, or when concrete or asphalt is being placed. The Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work.

Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hours notice in advance of the closure.
2. Rear access to building and existing parking areas behind buildings shall be maintained. Contractor may close such access for a limited time only if arrangements have been made with property owners. Contractor shall give property owners forty-eight (48) hours notice in advance of the closure.
3. Vehicle and pedestrian access to driveways, houses, and commercial businesses along the streets, alleys, and easements within the limits of the project shall be maintained. Access for emergency vehicles shall be available along all streets within the construction area at all times.
4. The entire roadway width of all streets within the limits of the project shall be kept open for traffic at night, during weekends, on holidays, and during other time periods when work is not in progress. Steel plates or other approved methods shall be used to cover all open excavations in roadways during non-working hours.
5. For work done before 7:00 A.M. or after 6:00 P.M., or during all daylight hours between 6:00 P.M. Friday to 7:00 A.M. Monday, arrangements shall be made with the property owners in advance and approved by the Engineer.

Contractor shall perform the following notification procedures prior to closing a street/alley to through traffic:

1. Police Department - Provide the Police Communications Center with the street/alley closure limits and estimated duration of closure, by calling 264-5025 and faxing the information to 264-7770 one working day prior to the closure
2. Fire Department - Provide the Fire Communications Center with the street/alley closure limits and estimated duration of closure, by calling 228-3035 and faxing the this information to 228-3075 one working day prior to the closure.
3. Solid Waste Division - Provide the street/alley closure limits and estimated duration of closure, by calling 808-4952 and faxing the information to 808-1494 five working days prior to the street closure.

4. On Street Parking Division - Provide the street/alley closure limits and estimated duration of closure, by calling 808-5874 and faxing the information to 808-7501 five working days prior to the street closure.

5. Regional Transit – If the street/alley is within an RT route, the Contractor shall provide the closure limits and estimated duration of closure, by calling Lynn Cain at 321-5375 and faxing the information to 557-4541 five working days prior to the street closure.

6. Department of Transportation - Provide the street/alley closure limits and estimated duration of closure, by calling Erick Talavera at 804-4790 two working days prior to the street closure and the day of reopening.

The information faxed to the above shall include:

Name of Project
Project Number
Contractor Name and phone number
City Inspector Name and phone number
Department of Utilities Project
Name and Limits of Street being closed
Duration of closure

A copy of the fax receipt shall be given to the City Inspector.

2.6. Protection of Existing Improvements

The Contractor shall be responsible for repairing damage to existing improvements, utilities, and adjacent property in accordance with Section 13-1 of the Standard Specifications.

2.7. Storage of Equipment or Materials

Materials and equipment shall be stored in accordance with Section 5-15 of the City Standard Specifications.

2.8. Maintaining Existing Electrical Facilities

Maintaining existing electrical facilities shall be in accordance with Section 34-7 of the City Standard Specifications and these Special Provisions.

The Contractor shall ascertain the exact location and depth of existing electrical facilities before any electrical work begins. Any damage done to existing electrical facilities that is caused by the Contractor shall be repaired immediately and at the Contractor's expense. The Contractor shall trench under all existing traffic signal and street lighting conduits.

Temporary shutdowns of traffic signals shall be in accordance with Section 34-7 of the City Standard Specifications.

2.9. Notification to Property Owners

The Contractor shall notify all property owners, or in the case of an apartment complex the management group shall be notified, seven days and again 24 hours prior to commencing any work and 24 hours prior to water shut down to a property. The Contractor shall be responsible for coordinating the distribution of notification letters to either the property owner management group or to each tenant within the property. The Contractor shall be responsible for notifying residents within the apartment complex in the event that the property owner management group is not able to assume the responsibility. Examples of notifications are located in the Appendix. The example notification is for guidance only. The Contractor shall modify the public notification communication so it is relevant to the subject project. The notification shall be submitted to the Engineer for review per the submittal process outlined in these Specifications.

2.10. Removal of On-Street Parking

The Contractor's operations may require the prohibition of on-street parking of vehicles along all or a portion of the length of the project for a limited period of time. In such instances, the removal of on-street vehicle parking shall be in accordance with Section 6-18 of the City Standard Specifications.

2.11. Dust Control

The Contractor shall be responsible for the control of dust within the limits of the project at all times in accordance with Section 16-2 of the City Standard Specifications.

The Contractor shall keep all streets and alleys as well as all grounds adjacent to the project site clean and free of dust, mud, and debris resulting from the Contractor's operations in accordance with Section 16-3 of the City Standard Specifications.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor in accordance with Section 16-3 of the City Standard Specifications.

2.12. Payment

No separate payment will be made to the Contractor for complying with the requirements of this section. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

* END OF SECTION *

3.0 SECTION 3 - WATER CONSTRUCTION REQUIREMENTS

3.1. AWWA Standards - Water Mains

These Special Provisions contain reference to certain standards of the American Water Works Association (AWWA). Copies of these standards are available for reference at the City of Sacramento, Department of Utilities, Engineering Services Division located at 1395 35th Ave in Sacramento.

IN SUBMITTING A BID, THE CONTRACTOR CERTIFIES THAT HE/SHE IS FAMILIAR WITH FIELD HANDLING, INSTALLATION, INSPECTION, DISINFECTION, PRESSURE TESTING AND ALL OTHER REQUIREMENTS CONTAINED IN THE AWWA STANDARDS.

3.2. Opening Direction of Valves and Fire Hydrants

The opening direction of valves and fire hydrants shall be in accordance with Section 27-7 of the City Standard Specifications.

3.3. Trench Excavation and Backfill

Trench excavation and backfill shall conform to the provisions of Section 27-3 and 27-8 of the City Standard Specifications.

3.4. Surface Cutting and Restoration

Surface cutting and restoration shall conform to the following:

Type of material to cut and restore	City Standard Specification Section
Asphaltic pavement cutting and restoration	Section 22
Curb, gutter and sidewalk cutting and restoration	Section 24
Concrete pavement (Alleys and Vee gutters) cutting and restoration	Section 19

All materials shall conform to Section 10 of the City Standard Specifications.

Existing pavement to be removed shall be ground or saw cut full depth to provide a neat straight pavement break along both sides of the pipe trench. A "T" trench as shown on Standard Drawing W-701 is required. The minimum pavement section within public street right-of-way shall be four (4") inches of asphalt concrete over twelve (12") inches of Class 2 aggregate base.

The Contractor, at his/her option, may perform the pavement saw cutting operation after the pipe installation operation, just prior to pavement repair. No pavement cutting shall precede trenching by

more than five calendar days except when saw cutting is used. Where the initial pavement cut is not performed by saw cutting and takes place more than one calendar day before trench excavation, the Contractor shall fill the pavement cuts with asphalt concrete patching mix and maintain a smooth riding surface until trenching begins.

Upon completion of trench backfill, existing pavement as well as any curbs, gutters, sidewalks, driveways, or other improvements that have been cut or damaged as a result of the construction activities shall be replaced. The replacement of pavement, curb, gutter or other improvements shall match that of the original as close as practical unless otherwise indicated on the Plans or in these Special Provisions. Segments of saw cut pavement which were damaged during construction shall be re-saw cut to a neat straight line.

The Contractor shall repair disturbed lawn areas by carefully and evenly cutting the lawn to preserve the sod until the trench excavated for the water service lateral or residential water system is backfilled and compacted. Any existing lawn removed during excavation shall be replaced with sod to match preconstruction conditions. The removed sod may be replaced over the backfilled trench provided the sod is in an acceptable condition for re-use as determined by the Engineer. Sod unsuitable for re-use shall be replaced with new sod to match preconstruction conditions.

All fences or shrubbery in the way of construction shall be removed and replaced. The Contractor may re-use existing fence material provided the Engineer approves the material, prior to installation. If the Engineer does not approve the re-use of the material, the Contractor shall replace with new material. Any private property or any existing improvements damaged by the construction operations shall be replaced with new materials at no additional cost.

Masonry work damaged as a result of the construction shall be repaired by an experienced brick mason to match existing improvements. Existing bricks shall be salvaged and reused to preserve the integrity of the improvement.

Driveways consisting of exposed aggregate concrete or flat concrete shall be replaced by an experienced concrete finisher to match existing improvements.

3.5. Disinfection and Pressure Testing of Water Mains and Services

Disinfection and pressure testing of water mains, services, related valves and fittings, as well as flushing of the water main, shall conform to AWWA Standards and Sections 27-12 and 27-13 of the Standard Specifications. All pressure and disinfection testing shall be made in the presence of the Engineer.

For piping sections less than 20 feet in length, the Contractor shall swab or spray interiors of the affected pipe and fittings with a 5% hypochlorite solution prior to installation.

3.6. Water System Shutdowns for Residential Water System Tie-Ins

All residential water system shutdowns shall be approved by the Engineer. Residential water system shutdowns for water system connections will be approved once complete preparation, satisfactory to the Engineer, is made to minimize the length of time for any shutdown.

The Contractor shall notify residences twenty-four (24) hours in advance of any residential water system interruption. **Maximum time of interruption of water service to any residence or business shall be four (4) hours.**

3.7. Plugged Fixtures

The Contractor shall be responsible for removing all sediment that builds up at faucets and clogs interior plumbing as a result of installing and connecting meters.

The Contractor shall open all exterior faucets and shall work with the property manager to attempt to have the occupants open all interior faucets in order to help prevent fixtures from plugging.

3.8. Construction of Residential Water Systems

Installation and connection of residential water systems shall be performed in accordance with the applicable sections of the latest revised Uniform Plumbing Code (hereinafter called UPC). All underground work shall be inspected prior to backfilling.

All work relating to placing and connecting residential water systems shall be completed within four hours. The valve at the curb stop shall be left in an open position and the system shall be operational before the Contractor's work is considered complete.

A map of the project area may be found in the Appendix. Typical retrofit details can also be found in the Appendix. Not all water system hookups will match the typical details. The Contractor is encouraged to visit the project site to better acquaint him/herself with each water system hookup.

3.9. Contractor Receipt of City Supplied Material

The City shall supply all meters and lid locks for the project. The Contractor shall pick up all City supplied materials at the City's Corporation Yard Located at 5730 24th Street. The Contractor shall be responsible for scheduling pick-up, receiving and transporting these items from the City of Sacramento Corp Yard. All materials, once received, shall become the responsibility of the Contractor. Replacement of lost or damaged material shall be at the Contractors expense.

The Contractor shall submit a parts request to the Engineer. The Contractor shall coordinate with the Engineer on an appropriate time schedule and quantity of materials. The parts warehouse shall have the parts available for pickup within ten (10) business days of receiving the parts request from the Engineer. The contractor shall schedule operations so that the number of occasions where these materials are picked up is kept to a maximum of six (6) for the entire project.

Upon completion of the project, any unused city supplied materials shall be returned to the City's Corporation Yard Located at 5730 24th Street. All equipment shall be like new condition to the satisfaction of the Engineer. The cost of damaged or unreturned material will be charged against the Contractor's retention at closeout. The Contractor shall coordinate with the Engineer on an appropriate time schedule for returning unused parts.

3.10. Meter Boxes and Lids

The Meter Box and Lid shall be constructed of materials in accordance with the appropriate sections of ANSI/SCTE and shall be tested and meet the requirements of the appropriate ASTM sections.

The Lids shall provide a slip resistant surface with a coefficient of friction greater than 0.5. Materials shall be resistant to chemicals, sunlight exposure, water absorption, and flammability.

2-inch services the nominal size shall be 17"W x 30"L x 12"D

All Meter Box Lids shall seat flush with the rim of the Meter Box body and shall be seated no more than 1/16-inch into the body of the Meter Box. The Lid shall not protrude above the rim of the Meter Box body.

All lids shall have a 1 3/4" diameter hole to accommodate lid locks, supplied by the City. Contractor shall install lid locks on the meter box lids. No lids shall have a reading lid.

The meter boxes and lids shall be fabricated by the same manufacturer.

Sidewalk and Driveway Meter Boxes and Lids

Meter Boxes and Lids shall be constructed of a Fiberlyte material. Meter boxes with lids shall be able to bear a 20,000 lb vertical load when transferred through a one-inch (1") thick nine by nine square (9" x 9") plate per ASTM-C857: Load Category A-16. Meter boxes and lids shall have a minimum flexural strength of 13,500 psi and a minimum flexural modulus of 377,500 psi when tested to ASTM G-154 (exposed). The manufacturer shall submit documentation showing compliance with material strength and proof of design testing for the Meter Box and Lid. . The box shall have a flared shape and an anti-settling flange at the bottom. The flare shall be 3" wider than the top dimension of the box. Exposed edges of the Meter Box shall be no greater than 1/2" in width. All Meter Box and Lids shall be identical in composition and have a matching "concrete gray" appearance. The Lids for sidewalk and driveway meter boxes shall be marked "WATER", with a nominal lettering height of 1-inch and shall be indented into the surface of the Lid to resist wear. To facilitate removal, the Lid shall include a 1/2" x 2 3/8" pocket with integrated lifting bar to accommodate a standard manhole hook.

Landscape Meter Boxes and Lids

The Meter Box and lid shall be constructed of a concrete material from the same manufacturer. Concrete boxes and lids shall comply with the Design Load appropriate for the intended installation location and anticipated Maximum Potential Load, demonstrated through third party testing. Testing protocol shall be compliant with AASHTO M306 Load Class B methods, using a 9" x 9" loading plate, and shall also comply with ASTM C39, ASTM C497, ASTM C857, and ASTM C1028. The vendor/ manufacturer shall submit copies of quality control/ quality assurance procedures established in accordance with NPCA Quality Control Manual for Precast Concrete Plants. The Lids for sidewalk and driveway meter boxes shall be marked "WATER", with a nominal lettering height of 1-inch and shall be indented into the surface of the Lid to resist wear. To facilitate removal, the Lid shall include a 1/2" x 2 3/8" pocket with integrated lifting bar to accommodate a standard manhole hook.

Alley, Traffic or Unimproved Street Location Meter Boxes and Lids

Meter boxes shall be constructed of a H20 traffic rated per AASHTO-H20 load test, concrete material and shall meet the Cal Trans No. 5T or 6T State Specification, accordingly. The Lid shall be "locked" into the Meter Box body with a 3/8 - 16 stainless steel button head with pin in hex bolt, and shall not have a reading lid. The hex shall be 7/32 hex with pin.

Meter Boxes for 3" and Larger Meters

For 3-inch through 6-inch services the nominal meter box size shall be 30"W x 48"L x 12"D. For 8-inch services the nominal meter box size shall be 27"W x 60"L x 12"D.

3.11. Meter Information Sheets

The City shall provide the contractor with separate electronic spreadsheets to maintain with the following information already populated:

Contractor Source Document (to be used for monthly billings)

The contractor shall record the following on the electronic spreadsheet:

- Physical address (street number and name)
- Assessor's Parcel Number (APN)
- Meter number/serial number (via Barcode only, no manual input)
- Meter location
- Meter size
- Service size and material type
- Bid items completed
- Extra concrete/asphaltic concrete quantity
- Additional comments depicting unusual situations

The Contractor is expected to correct any misinformation on the electronic spreadsheets, e.g. addresses.

An example of the forms can be found in the Appendix. The Contractor shall submit both spreadsheets electronically and provide a hard copy of the spreadsheet at the time each monthly billing is generated and no later than the 20th of each month. The Contractor shall also submit a weekly update on 11"x17" sized paper.

3.12. Placement of Meter Boxes

The Contractor shall locate the meter box and meter at the existing point of service. (Typically, all meter boxes for meters 2" and larger shall be placed behind the sidewalk if one exists. If there isn't a sidewalk,

then the meter box shall be located in the roadway.) The Contractor's proposed location shall be submitted to and reviewed by the Engineer for approval prior to excavation.

If the Contractor placement of a meter box is ambiguous, then the placement shall be determined by the Engineer.

Meter boxes shall be installed to match vertical slope of surrounding conditions to a maximum vertical angle of 45 degrees. Should field conditions exceed this maximum angle the Contractor shall place the meter box and meter in an Engineer approved manner.

Excavation for meter boxes shall be a minimum of eight inches (8") around all sides of the box to allow for proper compaction of the backfill and surface restoration around the box unless otherwise determined in the field by the Engineer.

3.13. Phasing

The Contractor shall be required to produce and submit a Phasing Plan that is acceptable to the Engineer prior to starting any work. This plan shall illustrate the streets and properties impacted during each phase of construction, as well as the sequence of phases. This plan shall be submitted and approved a minimum of ten (10) calendar days prior to the scheduled commencement of any work by the Contractor.

The plan shall limit the size of a phase to fifty (50) retrofits.

The Contractor shall retrofit services in a phased manner as identified in the Phasing Plan. All changes to implementation of the Phasing Plan must be approved in writing by the Engineer.

Each phase shall be completed prior to beginning construction of additional phases and shall include completed retrofit services unless otherwise approved by the Engineer. Final paving, surface restoration, and all other items identified within these Special Provisions that fall within each phased area shall also be completed before moving to a subsequent phase.

3.14. De-watering

A determination of groundwater level has not been made for this project. The Contractor shall be responsible for the control, removal, and disposal of any groundwater in accordance with Section 27-3 of the City Standard Specifications.

3.15. Tree Preservation Requirements

Trees within the project area shall be protected by the following means:

1. The contractor shall hire an International Society of Arboriculture (ISA) certified arborist to do any required pruning for equipment clearance. The contractor shall contact the City Arborist (Dan Pskowski, 768-8604) for a root inspection(s) for trenching activities within the dripline(s) of the trees.
2. If during excavation for the project, tree roots greater than two inches in diameter are encountered, work shall stop immediately until the project arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental

irrigation/fertilization and pruning as a result of the root cutting. The project sponsor will be responsible for any costs incurred. Depending upon the amount of roots encountered and the time of year, wet burlap may be required along the sides of the trench.

3. The contractor shall be held liable for any damage to existing trees, i.e. trunk wounds, broken limbs, pouring of any deleterious materials, or concrete washout under the dripline of the trees. Damages will be assessed using the A Guide to Plant Appraisal eighth edition, published by the International Society of Arboriculture. An appraisal report shall be submitted for review by the City Arborist.

4. Tree protection methods noted above shall be identified on all construction plans for the project.

3.16. Payment

No separate payment will be made to the Contractor for complying with the requirements of this section. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

* END OF SECTION *

4.0 SECTION 4 - ITEMS OF THE PROPOSAL

Item No. 1 Construction Photographs

This item shall consist of providing pre-construction and post-construction photographs or video of all work. Photographs or video shall meet the requirements of Section 11 of the City Standard Specifications, except as modified herein or as directed by the Engineer.

A photograph or video of each meter service retrofit installation location shall be taken and the address of the property shall be clearly identified on each photograph or in the video. Pre-construction photographs or video shall be submitted prior to the start of construction. Photographs or video shall include all pavement and landscaping features within the construction area at each property. The Contractor shall submit as many photographs or as much video as necessary to clearly depict the condition of the existing pavement and landscaping features at each property. Special emphasis shall be placed on existing pavement, structures, flowerbeds, trees, or any other item in close proximity to the construction area. Upon completion of work at each property, the Contractor shall have post-construction photographs or video taken at the same locations that the pre-construction photos or video were taken. All photographs or video shall be taken with a digital still camera or video recorder and provided to the City on a DVD.

Each DVD shall be formatted as follows: For digital photographs stored on a DVD, a folder shall be established for each street in the project. Each street folder shall contain folders titled for each address that a meter retrofit has been performed. Videos shall be stored on DVD's utilizing the following format: Each street within the project shall be stored as a chapter name. Video taken at each address on a particular street shall be stored in the chapter entitled for that street. When submitting pre or post construction photographs or video, the Contractor shall provide a table of contents indentifying each DVD submitted and the chapter content therein.

The Contractor shall be paid half of the lump sum price for this item upon approval of the pre-construction photos, and the remaining amount upon acceptance and approval of the post-construction photographs.

Payment for construction photographs shall be at the contract lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, required processing, and equipment, and for performing all work necessary to complete this item in accordance with the City Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 2 Meter Retrofit of 2-inch Water Services

This item shall consist of furnishing and installing 2-inch valves, curb stops, meter boxes and lids, all other materials and piping necessary to place and connect water services and City supplied water meters, on existing residential and commercial water services in accordance with Section 10, 27 and 38 of the Standard Specifications and the applicable details as shown in the Appendix of these Special Provisions. All meter retrofits shall be installed in accordance with the installation methods outlined in

American Water Works Association Standards M6 - Manual of Water Supply Practices (AWWA), the UPC, these Special Provisions including the Technical Drawings located in the Appendix.

It shall be the Contractor's responsibility to locate the existing water service laterals curb or corporation stops. All USA markings identifying water features will be verified by the Contractor. All cost associated with this work including all re-work if the USA markings are found to be incorrect shall be included in this item. The City will provide a list of addresses of properties that need to be retrofitted. This information is located in the Appendix.

Contractor shall be responsible for furnishing and installing 2-inch pipe, fittings, meter valves (straight and angled), meter boxes and lids, additional pipe necessary to complete the meter retrofit installation and all other materials required to complete the installation of the service retrofit. The Contractor shall adjust pipe diameter, pipe material, and horizontal or vertical alignments as necessary for meter retrofit construction. Contractor shall be responsible for installing City supplied meters.

If a backflow prevention assembly is found in the field at any of the listed retrofit addresses, the Contractor shall contact the Engineer for direction on replacement, removal, or other required action.

The quantity of 2-inch service retrofits shown on the bid proposal is for bidding purposes only. The unit price indicated for 2-inch meter service retrofits will not be adjusted because the actual number of required meter service retrofits varies from the quantity shown on the bid proposal.

Water main shut downs to turn off the service during the meter retrofit of a water service will not be allowed. The Contractor shall be responsible for shutting off the service during the meter retrofit.

The Contractor shall reconnect the existing water service on the property owner's side of the meter box so that the residential water system is in service when this item is complete. If the residential water system is in such poor condition that the contractor cannot reconnect to the service, the Contractor shall replace a portion of the service until a suitable connection point can be found. This item shall include replacing up to 5 feet of the customer's service. Additional footage shall be paid under a separate item.

Surface restoration associated with this item shall be in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road. The Contractor shall saw cut, repair or replace existing sidewalk, driveway, alley or street surface, provide new sod, shrubbery, fencing, and repair or replacement of existing improvements on private property that may be damaged as a result of the installation of the meter service retrofit. Payment shall be at the unit price bid per each retrofit and shall include full compensation for furnishing all labor, material except as furnished by the City, tools, equipment and incidentals and for doing all work involved with the installation of 2-inch service retrofits as specified in these Special Provisions and as directed by the Engineer.

Item No. 3 2-inch Substandard Water Service Replaced

Substandard water services encountered during construction shall be removed and replaced in accordance with Sections 10, 27, and 38 of the Standard Specifications.

A 2-inch water service shall be considered substandard if not made of copper pipe. This item shall consist of furnishing and installing all required water service piping and all other items to place and connect water services as shown on the detail in the Appendix from the water main to the point of service at the property. Water service pipe for a 2-inch water service shall be in accordance with Section 10, 27 and 38 of the Standard Specifications. The service piping placed shall match existing size service. The new pipe shall be placed from the existing curb stop to the existing corporation stop or gate valve. If the existing curb stop and box is located behind the sidewalk, the Contractor shall replace the service pipe back to the existing curb stop. If the curb stop is located under a concrete surface, the Contractor may tunnel no more than three feet under the concrete to connect to the existing curb stop. If tunnelling is used, the Contractor shall use a CDF material to backfill the area. The service must be embedded in six inches of sand prior to placing CDF. If existing corporation stop or gate valve cannot be reused through no fault of the Contractor, the work associated with installing a new corporation stop or gate valve will be considered extra work and paid per Section 8 of the Standard Specifications.

If the Contractor finds a substandard service, the Contractor shall notify the Engineer and shall cover the excavation with temporary plates until the Engineer has made an inspection.

The Contractor shall reconnect the existing water service on the property owner's side of the meter box so the residential water system is in service when this item is complete. (The installation of the meter box and meter shall be paid for under a separate item.)

Maximum time for shutdown of any water service to any residence or business shall be four (4) hours.

The removed material shall become the property of the Contractor and Contractor will dispose of at their discretion.

The exact number and location of substandard water services to replace shall be determined in the field. The quantity of substandard water services to be replaced shown on the Proposal is for bidding purposes only. The unit price indicated for substandard services to be replaced will not be adjusted because the actual number of required substandard services varies from the quantity shown in the Proposal.

This item shall include the cost of saw cutting and repairing or replacing existing street, alley, curb, gutter or sidewalk, providing any new sod, shrubbery, fencing, and repair or replacement of other existing improvements on private property that may be damaged as a result of the installation of the water services.

Surface restoration associated with this item shall be in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price bid per each substandard water service replaced and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in replacing substandard water services as specified in these Special Provisions and as directed by the Engineer.

Item No. 4 4" Water Meter Retrofit (With Bypass)

Item No. 5 3" and Larger, Irrigation Water Meter Retrofit

Item No. 6 8" Water Meter Retrofit

This item shall consist of installing valves, curb stops, meter boxes and lids, all other materials and piping necessary to place and connect water services and City supplied water meters on 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits on existing water services in accordance with Section 10, 27 and 38 of the Standard Specifications and Standard Drawing W-508R, W-509RI, W-512, W-513 or W-514 as shown in the Appendix of these Special Provisions.

Service Size	Technical Dwg.
4" service to retrofit, without backflow device (with bypass)	W-515
8" service to retrofit without backflow device	W-514
3" and larger, irrigation service to retrofit (without backflow device)	W-509RI

It is the Contractor's responsibility to locate the existing water service laterals and curb or corporation stops. All USA markings identifying water features will be verified by the Contractor. All cost associated with this work including all re-work if the USA markings are found to be incorrect shall be included in this item.

Contractor shall be responsible for furnishing and installing pipe, fittings, meters, meter boxes and lids, , valves, standpipes, valve boxes, concrete, supports and all other necessary components to properly install 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits. Contractor shall be responsible for installing City supplied meters.

For 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits with existing backflow device only, the meter shall be installed on a backflow device and the Contractor shall note if the backflow device is required to be retested by a certified tester. If repairs are needed, the cost of such repairs shall be included in this bid item.

The quantity of 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits to be placed as shown on the bid proposal is for bidding purposes only. The unit price indicated

for 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits to be placed will not be adjusted because the actual number of required water meters varies from the quantity shown on the bid proposal.

This Item shall include the cost of saw cutting and repairing or replacing existing curb, gutter, sidewalk, alley or street surface, providing any new sod, shrubbery, fencing, and repair or replacement of other existing improvements on private property that may be damaged as a result of the installation of the water services.

The Contractor shall reconnect the existing water service on the property owners side of the meter box so that the water customer's water service is in service when this item is complete.

Surface restoration associated with this item shall be in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price bid per each 3-inch and larger water irrigation meter retrofit, 4" meter retrofit and 8" meter retrofit and shall include full compensation for furnishing all labor, tools, equipment and incidentals and for doing all work involved with the installation of 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits as specified in these Special Provisions and as directed by the Engineer.

Item No. 7 Concrete to Remove and Replace

This item shall cover furnishing and placing all concrete pavement replacement not specified in the previous bid items. Where directed by the Engineer, the Contractor shall remove concrete pavement and replace the surface in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Unless otherwise directed by the Engineer, newly placed concrete paving shall match existing pavement edges. Concrete shall meet the applicable portions of Sections 10, 18, 19, and 24 of the City Standard Specifications. Limits of concrete removal and replacement shall be approved by the Engineer prior to work.

Included in this item are the saw cutting, excavation, removal and disposal of existing concrete pavement. Existing manhole/vault head and covers, valve or meter box and lids, castings and other associated appurtenances shall be salvaged and reset at the proposed grades. At the Engineers discretion, any box or lids damaged by the Contractor's operation shall be repaired or replaced by the Contractor for no additional charge. The quantity of concrete shown on the Proposal is for bidding purposes only. The unit price indicated will not be adjusted because the actual quantity varies from the quantity shown on the Proposal.

Payment shall be at the unit price bid per square foot of concrete to remove and replace and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for performing all work necessary to complete this item in place in accordance with these Special Provisions, the City Standard Specifications and as directed by the Engineer.

Item No. 8 Asphaltic Concrete Pavement to Remove and Replace

This item shall cover furnishing and placing miscellaneous asphalt concrete pavement to remove and replace not specified in the previous bid items. Where directed by the Engineer, the Contractor shall remove asphalt concrete pavement and replace the surface in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Unless otherwise directed by the Engineer, newly placed concrete paving shall match existing pavement edges.

Included in this item are the saw cutting, excavation, removal and disposal of existing asphalt concrete pavement. Existing manhole/vault head and covers, valve or meter box and lids, castings and other associated appurtenances shall be salvaged and reset at the proposed grades. At the Engineers discretion, any box or lids damaged by the Contractor's operation shall be repaired or replaced by the Contractor for no additional charge.

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

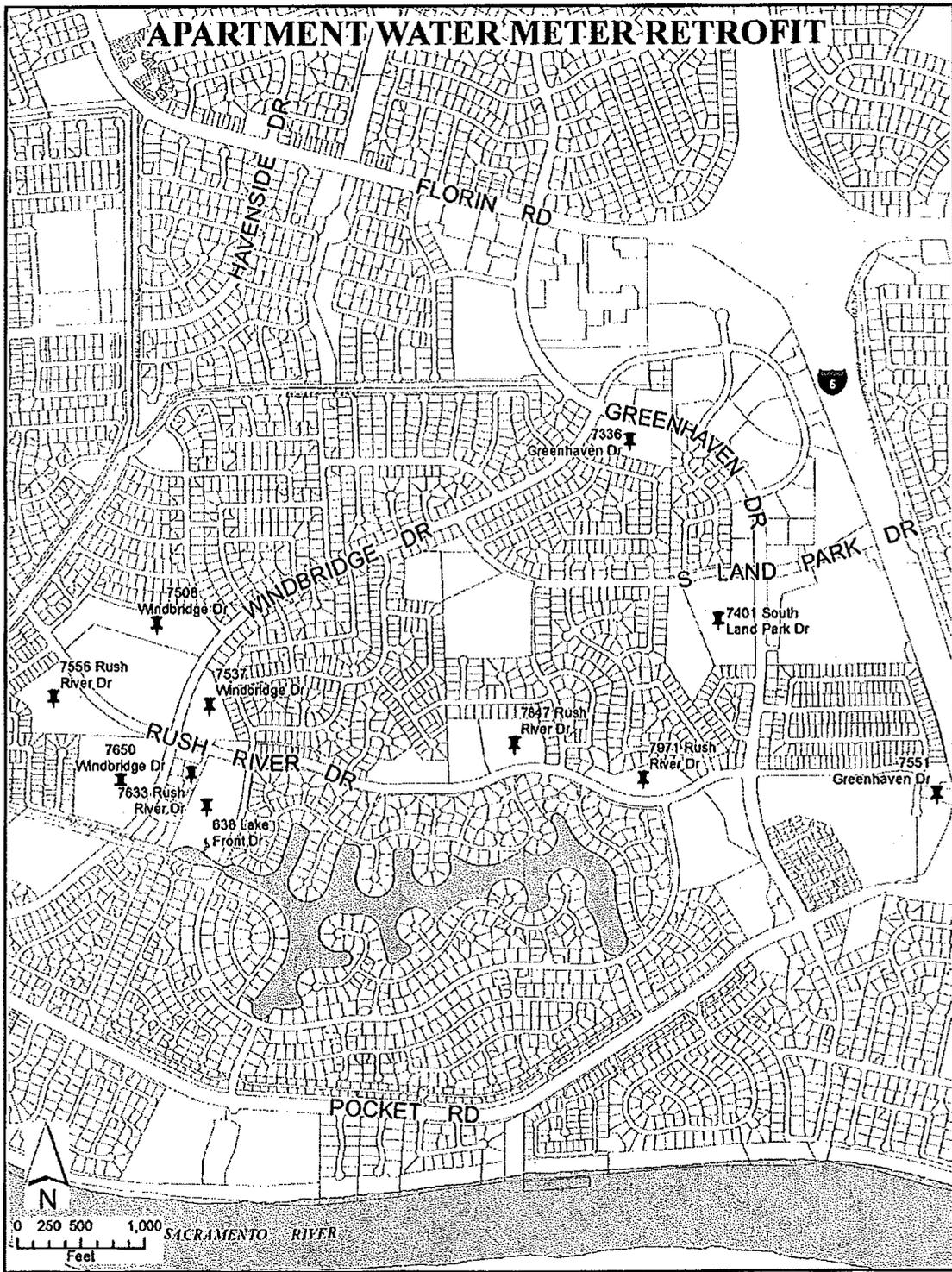
END OF SECTION

APPENDIX

1. Project Boundary Map
2. Project Site Addresses
3. Dwg No. W-403 – Standard Water Service Taps 1-Inch thru 2-Inch
4. Dwg No. W-404 - Tap Excavation Requirements on Existing Mains Thru 12" Taps
5. Dwg No. W-507R - Retrofit of 1 ½-Inch & 2-Inch Water Service within Existing Sidewalk
6. Dwg No. W-509RI – Retrofit of 3-Inch and Larger Irrigation Water Service without Backflow Device
7. Dwg No. W-515 – Retrofit of 4-Inch Water Service without Backflow Device (with bypass)
8. W-514 – Retrofit of 3" And 8" Water Service without Backflow Device
9. Notification Letters
10. Retrofit Information Sheet
11. Sidewalk Closure Policy
12. Legend for Curb Stop Locations Abbreviations found in Project Site Addresses (Appendix 2)

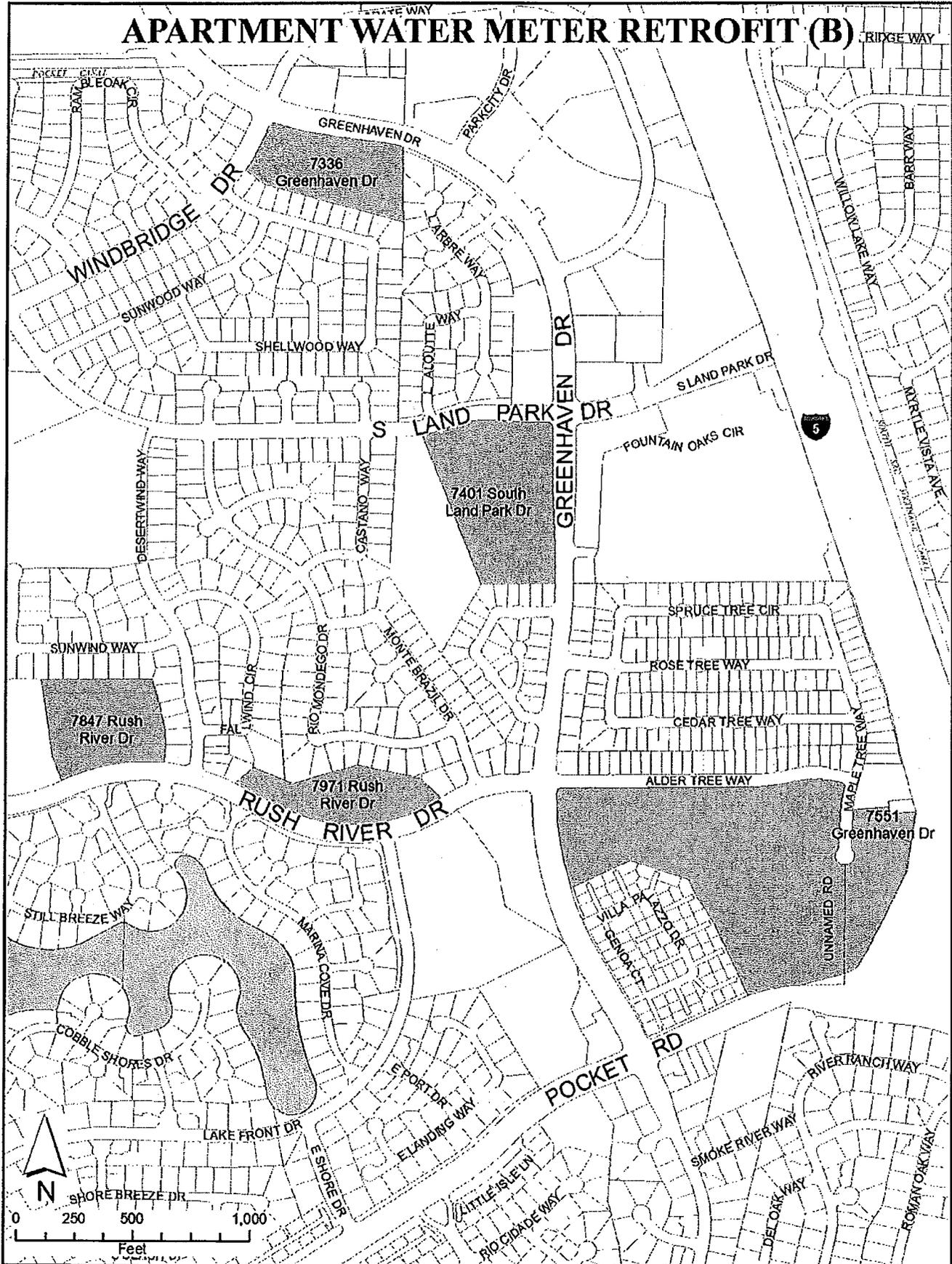
1. Project Boundary Map

APARTMENT WATER METER RETROFIT





APARTMENT WATER METER RETROFIT (B)



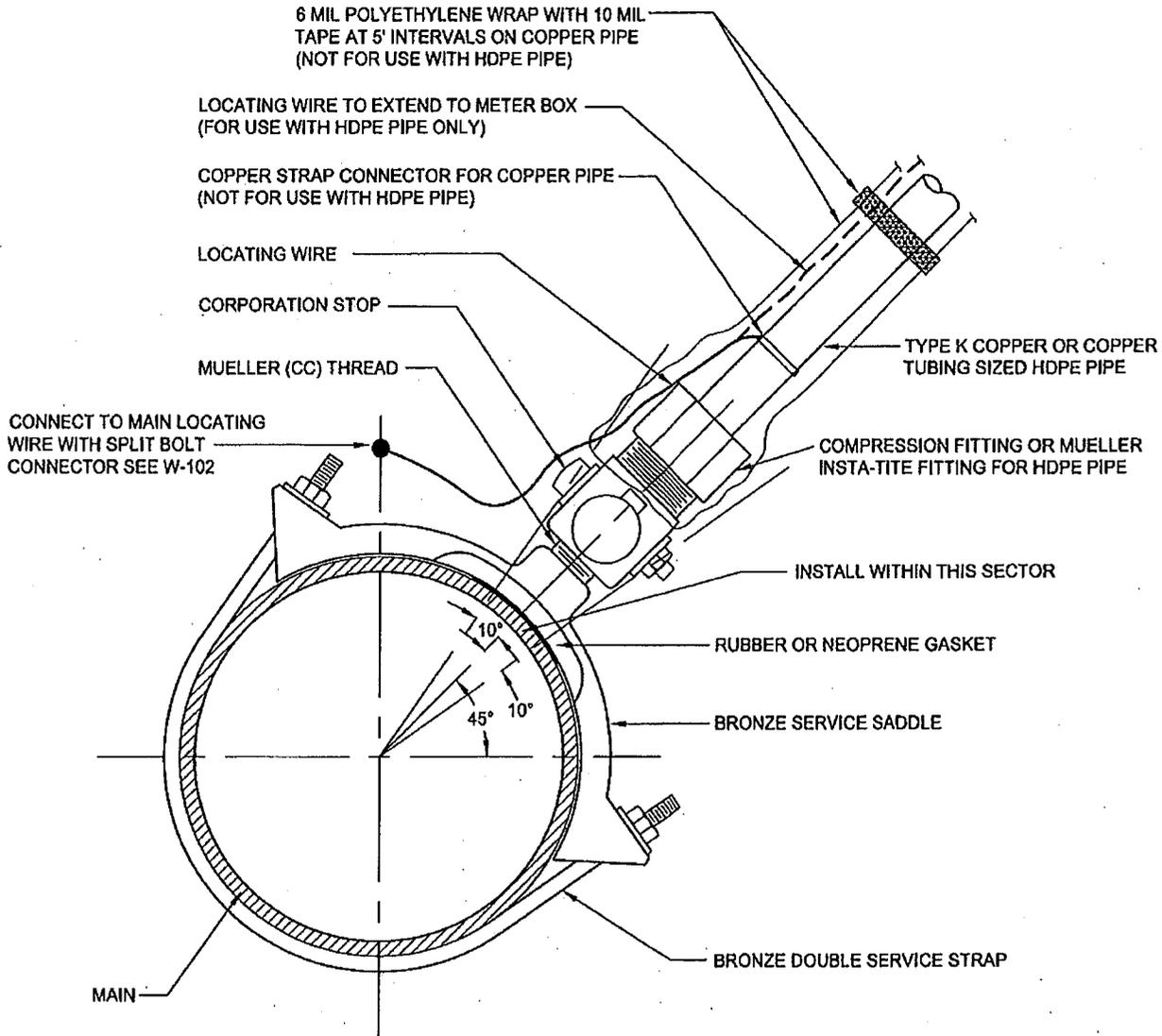
2. Project Site Addresses

Address to match CIS	SP_TYPE1_CD	ADDRESS1	APN	*Multi-Parcel APN/Address
7556 Rush River Dr	RES	7556 RUSH RIVER DR	031-0020-097-0000	
7847 Rush River Dr	RES	7847 RUSH RIVER DR	031-0111-025-0000	
7336 Greenhaven Dr	RES	7336 GREENHAVEN DR	031-0620-025-0000	
7508 Windbridge Dr*	RES	7459 RUSH RIVER DR	031-0900-060-0000	7508 Windbridge Dr/7459 Rush River Dr
7537 Windbridge Dr	RES	7537 WINDBRIDGE DR	031-0020-093-0000	
638 Lake Front Dr	RES	638 LAKE FRONT DR	031-1030-022-0000	
7551 Greenhaven Dr	RES	7551 GREENHAVEN DR	031-0930-001-0000	
7401 South Land Park Dr*	RES	7413 S LAND PARK DR	031-0070-059-0000	3100700570000/3100700590000
7650 Windbridge Dr	RES	7650 WINDBRIDGE DR	031-1170-001-0000	
7971 Rush River Dr	RES	7971 RUSH RIVER DR	031-1030-019-0000	
7633 Rush River Dr*	COM	7633 WINDBRIDGE DR	031-1170-011-0000	3114400340000/3111700100000

*These complexes may be over more than one parcel therefore having multiple APN numbers associated, or multiple street access points resulting in multiple addresses being listed for the complex.

3. Dwg No. W-403

(Standard Water Service Taps 1-Inch
thru 2-Inch)



NOTES:

1. ALL CORPORATION STOPS TO HAVE A.W.W.A. STANDARD CORPORATION STOP THREAD (MUELLER CC) ON INLET END. OUTLET END CONNECTIONS SHALL BE FLARED OR COMPRESSION FITTINGS.
2. A BRONZE DOUBLE STRAP SERVICE SADDLE IS REQUIRED ON ALL WATER SERVICE TAPS 1" THRU 2" EXCEPT C-900.

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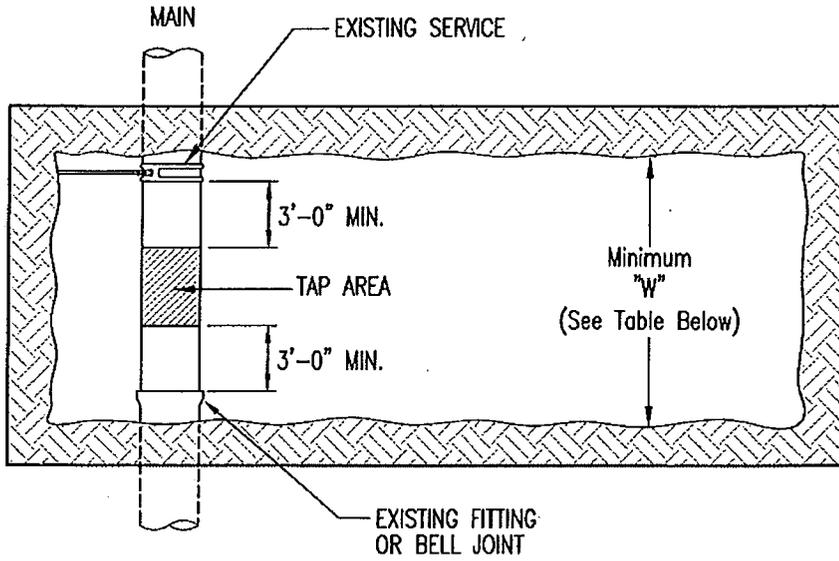
CITY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION

STD WATER SERVICE
TAPS 1-INCH THRU 2-INCH

APPR'D BY: _____ NO SCALE
DATE: MAY 2007 DWG. NO. **W-403**

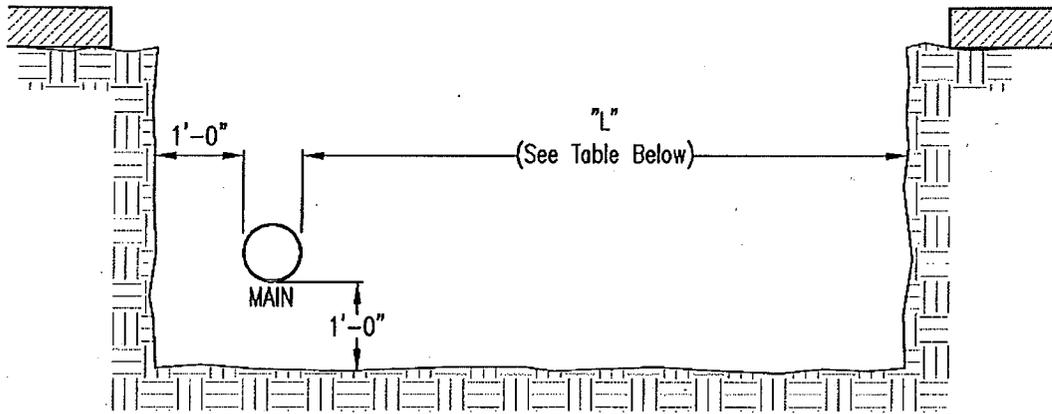
4. Dwg No. W-404

(Tap Excavation Requirements on
Existing Mains Thru 12" Taps)



NOTE:
 CLEAR SEPARATION OF 3'-0"
 SHALL BE MAINTAINED BETWEEN
 ALL FITTINGS, BELLS, SADDLES, ETC.

PLAN VIEW



SECTION VIEW

TAP EXCAVATION REQUIREMENTS		
TAP SIZE	DIMENSION "W"	DIMENSION "L"
1" to 2"	3'-0"	5'-0"
4" to 6"	4'-0"	9'-0"
8" to 12"	5'-0"	9'-0"

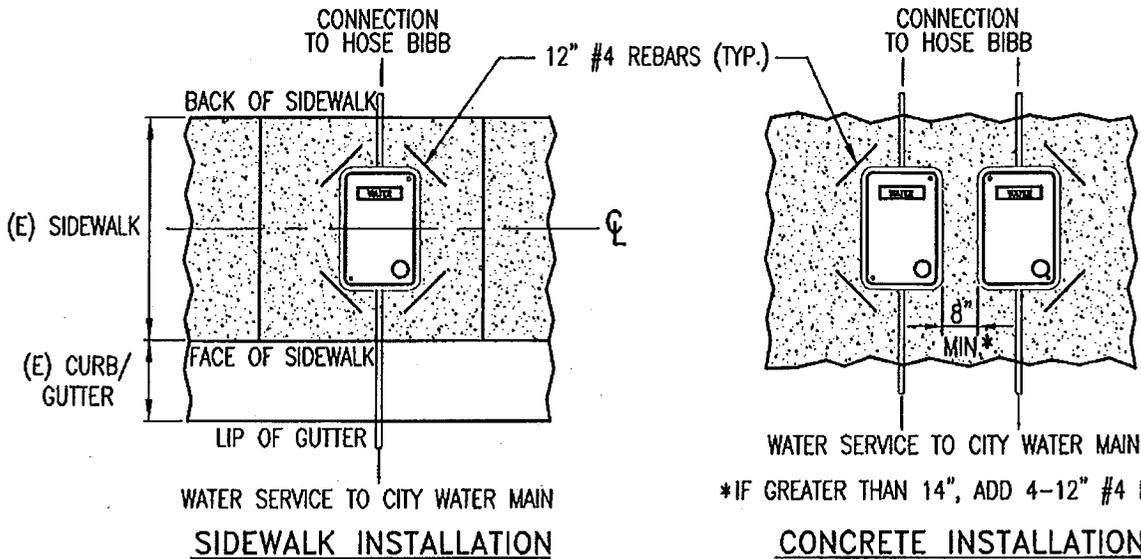
NOTE:
 CONTRACTOR SHALL ENSURE TRENCH SAFETY AND TRAFFIC CONTROL.

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5. Dwg No. W-507R

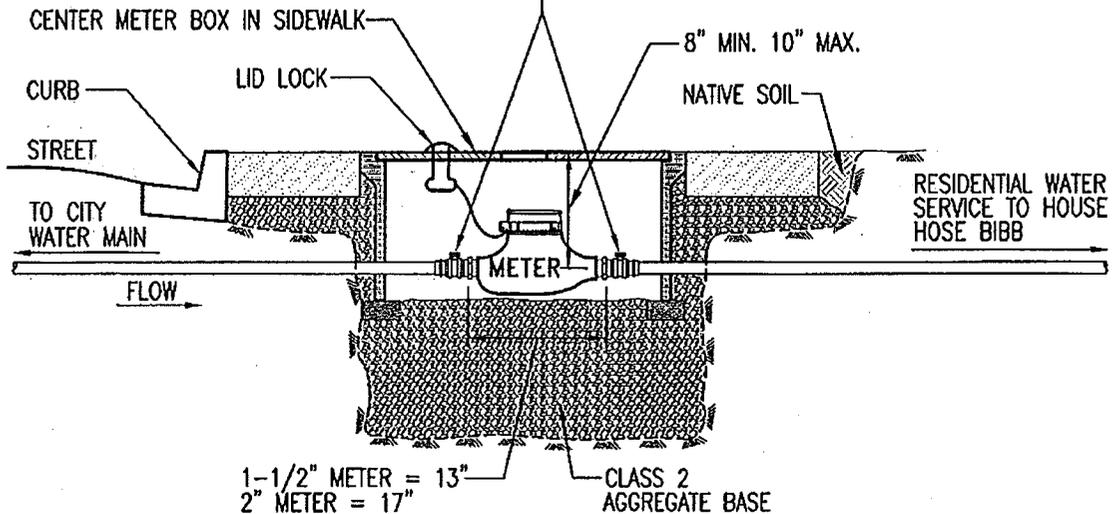
(Retrofit of 1 ½-Inch & 2-Inch Water
Service within Existing Sidewalk)



PLAN VIEW

STRAIGHT METER VALVE SCHEDULE	ANGLE METER VALVE SCHEDULE
1-1/2" & 2" MUELLER METER VALVE B-24335 OR EQUAL	1-1/2" & 2" MUELLER ANGLE METER VALVE B-24276 OR EQUAL
1-1/2" & 2" = FORD METER VALVE BF43-777W-Q OR EQUAL.	1-1/2" TO 2" = FORD FBA43-777W-Q OR EQUAL

*PACK JOINTS ARE NOT ALLOWED.



NOTES:

1. FOR REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY NOTES, SEE DRAWING W-505.

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CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

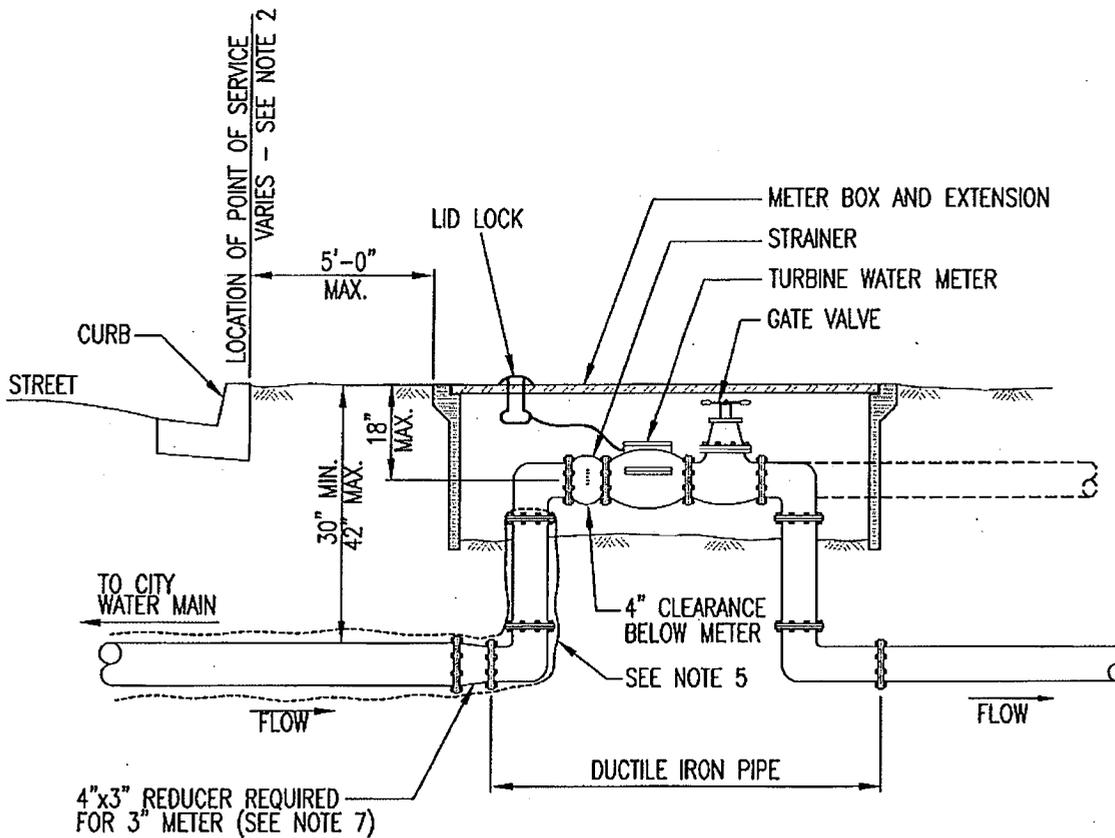
1 1/2 & 2-INCH METERED WATER SERVICE WITHIN EXISTING SIDEWALK

APPR'D BY: _____ NO SCALE
DATE: _____ DWG. NO. W-507MR

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6. Dwg No. W-509RI

(Retrofit of 3-Inch and Larger
Irrigation Water Service without
Backflow Device)



NOTES:

1. INSTALLATION AND TESTING SHALL BE IN ACCORDANCE WITH THE CURRENT CROSS CONNECTION CONTROL POLICY.
2. POINT OF SERVICE:
 - A. POINT OF SERVICE IS THE BACK OF CURB FOR ALL CITY STREETS WITH PLANTER STRIPS.
 - B. POINT OF SERVICE IS THE BACK OF SIDEWALK FOR STREETS WITH SIDEWALK CONTIGUOUS WITH CURB AND GUTTER
 - C. POINT OF SERVICE IS THE RIGHT-OF-WAY LINE ON ALL ALLEYS AND UNIMPROVED STREETS.
 - D. WHERE THE POINT OF SERVICE IS UNCLEAR THE LOCATION SHALL BE DETERMINED BY THE DEPARTMENT OF UTILITIES METER SUPERVISOR.
3. A CITY PROVIDED STRAINER AND/OR TEST SPOOL MAY BE REQUIRED.
4. TEST SPOOL, IF REQUIRED, WILL BE INSTALLED BETWEEN THE WATER METER AND THE CHECK VALVE. THE TEST SPOOL IS FOR CITY USE ONLY.
5. 6 MIL POLYETHYLENE WRAP WITH 10 MIL TAPE SHALL BE REQUIRED FOR ALL UNDERGROUND DUCTILE IRON PIPE.
6. METER BOXES SHALL NOT BE INSTALLED IN SIDEWALKS UNLESS OTHERWISE SPECIFIED/APPROVED BY THE UTILITIES METER SUPERVISOR.
7. THREE-INCH ON-SITE WATER SERVICE REQUIRES A 4" TAP, 4"x3" REDUCER, 3" METER AND 3" BACKFLOW ASSEMBLY. 4-INCH AND LARGER SERVICES REQUIRES TAP SIZE EQUIVALENT TO METER SIZE.

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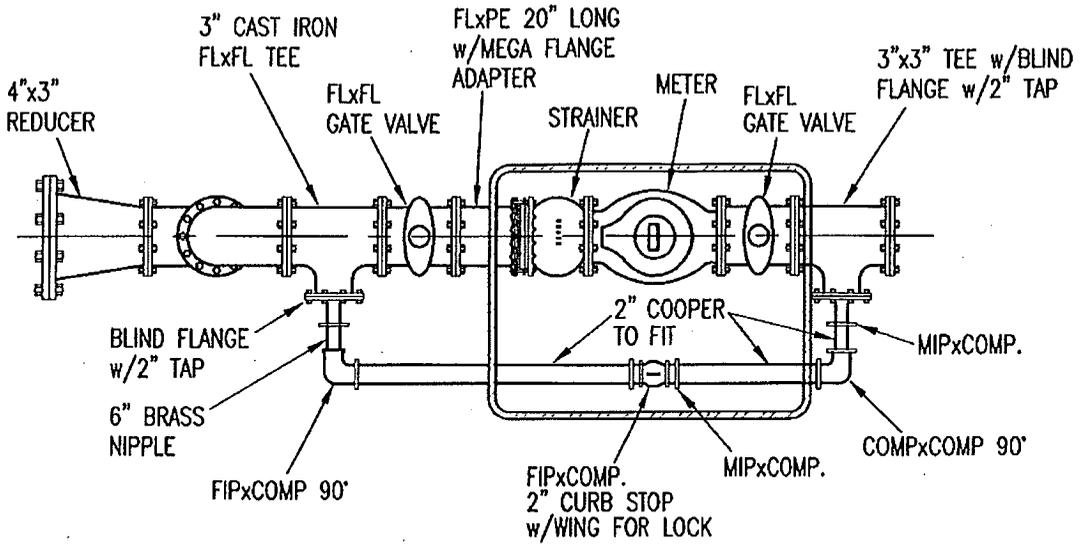
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

RETROFIT OF 3-INCH AND LARGER IRRIGATION
WATER SERVICE WITHOUT BACKFLOW DEVICE

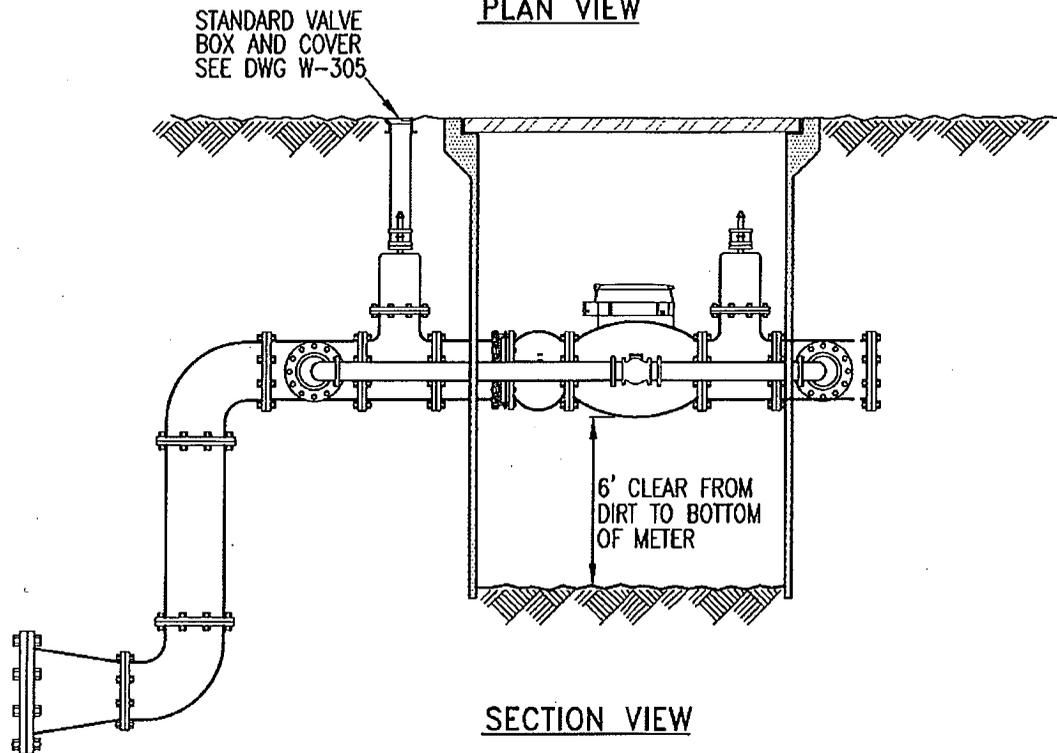
APPR'D BY: _____ NO SCALE
DATE: _____ DWG. NO. **W-509RI**

7. Dwg No. W-515

(Retrofit of 4-Inch Water Service
without Backflow Device (with
bypass))



PLAN VIEW



SECTION VIEW

TYPE AND SIZE BOXES:

- 3" AND 4" IN TRAFFIC = 3048 BOX W/ H2O RATED COVER
- 3" AND 4" IN PLANTER AREA = B48 BOX WITH 2 PIECE CONCRETE COVERS.
- 6" IN PLANTER AREA = B52 BOX WITH 3 PIECE CONCRETE COVERS
- 6" IN TRAFFIC AREA = R17 PIT W/ H2O TRAFFIC RATED STEEL SPRING LOADED COVER
- 8" IN PLANTER AREA = R10 PIT W/ 4 PIECE STEEL COVER
- 8" IN TRAFFIC AREA + R10 PIT W/ H2O RATED STEEL SPRING LOADED COVER

NOTE:

ALL BOXES MUST HAVE 2" HOLES JUST OFF THE CENTER OF THE BOX FOR METER READING END POINTS.

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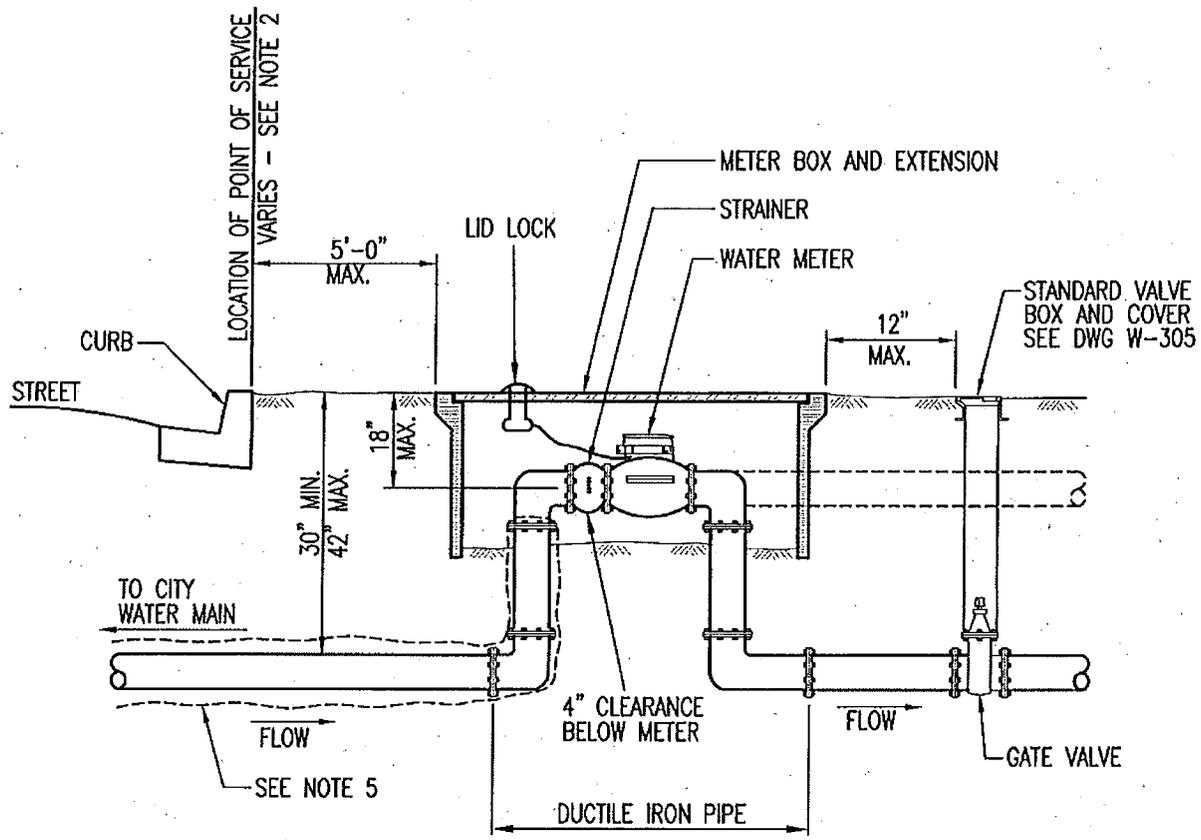
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CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

RETROFIT OF 3-INCH AND LARGER WATER SERVICE
BELOW GROUND (COMPOUND METERS)

APPR'D BY: _____ NO SCALE
DATE: _____ DWG. NO. **W-515**

8. Dwg No. W-514
(Retrofit of 3" And 8" Water
Service without Backflow Device)



NOTES:

1. INSTALLATION AND TESTING SHALL BE IN ACCORDANCE WITH THE CURRENT CROSS CONNECTION CONTROL POLICY.
2. POINT OF SERVICE:
 - A. POINT OF SERVICE IS THE BACK OF CURB FOR ALL CITY STREETS WITH PLANTER STRIPS.
 - B. POINT OF SERVICE IS THE BACK OF SIDEWALK FOR STREETS WITH SIDEWALK CONTIGUOUS WITH CURB AND GUTTER.
 - C. POINT OF SERVICE IS THE RIGHT-OF-WAY LINE ON ALL ALLEYS AND UNIMPROVED STREETS.
 - D. WHERE THE POINT OF SERVICE IS UNCLEAR THE LOCATION SHALL BE DETERMINED BY THE DEPARTMENT OF UTILITIES METER SUPERVISOR.
3. A CITY PROVIDED STRAINER AND/OR TEST SPOOL MAY BE REQUIRED.
4. TEST SPOOL, IF REQUIRED, WILL BE INSTALLED BETWEEN THE WATER METER AND THE CHECK VALVE. THE TEST SPOOL IS FOR CITY USE ONLY.
5. 6 MIL POLYETHYLENE WRAP WITH 10 MIL TAPE SHALL BE REQUIRED FOR ALL UNDERGROUND DUCTILE IRON PIPE.
6. METER BOXES SHALL NOT BE INSTALLED IN SIDEWALKS UNLESS OTHERWISE SPECIFIED/APPROVED BY THE UTILITIES METER SUPERVISOR.
7. 8-INCH SERVICE REQUIRE TAP SIZE EQUIVALENT TO METER SIZE.

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9. Notification Letters

Notification Letters

[Distribute 7 working days prior to beginning work]

(CITY LETTER HEAD)

Dear Resident,

The City of Sacramento, Department of Utilities, awarded a construction contract to (Contractor) to install water meters at various commercial and residential properties in your neighborhood. A new meter and box will be constructed at the point of service to each property. Also, miscellaneous improvements may be made to service laterals, water mains, and fire hydrants as necessary to complete this project in your neighborhood.

During the course of construction, on street parking may be temporarily removed to accommodate traffic and construction work. Access to your driveway may be temporarily restricted when construction takes place in front of your house. At the end of each work day, we will backfill the trench, place temporary paving or place steel plates over trench, and open all lanes of traffic to the public. Our work hours are typically between 7 AM to 5 PM.

Your water service will be temporary shut-off for a short period of time not more than 4 hours, between the hours of 7:30 AM and 3:30 PM. This work is currently scheduled for _____.

We may need access to your backyard to complete this work. Please provide access to your backyard and make arrangements for any pets that may be a problem. If special arrangements are required, please contact (Contractor Superintendent) at (phone number) or a project representative listed below. Once the meter has been installed we will need to use your hose bib and garden hose to flush the line.

General public and construction crew safety is of primary concern to us and we encourage you to observe the construction signs. We realize this construction project may be a temporary inconvenience and we will strive to minimize the impacts to the residents.

If you have any questions or problems, please contact any one of the project representatives listed below:

Contractor Superintendent: Name : Phone Number

City Inspector: Name: Phone Number

City Project Manager: Name : Phone Number

Thank you for your cooperation on this very important project.

[Distribute 24 hours prior to beginning work]

(CITY LETTER HEAD)

Dear Resident,

Your water service will be temporary shut-off tomorrow for a short period of time not more than 4 hours, between the hours of 7:30 AM and 3:30 PM.

We may need access to your backyard to complete this work. Please provide access to your backyard and make arrangements for any pets that may be a problem. **If special arrangements are required, please contact (Contractor Superintendent) at (phone number) or a project representative listed below.** Once the meter has been installed we will need to use your hose bib and garden hose to flush the line.

City Inspector: Name: Phone Number

City Project Manager: Name : Phone Number

Thank you for your cooperation on this very important project.

10. Retrofit Information Sheet

Date Paid	APN	ST#	STREET NAME	Location	A d d	D e l	Mat'l	Bid item	Width	Length	Conc SF	Conc Extra
	3106200250000	7336	Greenhaven Dr									
	3109300010000	7551	Greenhaven Dr									
	3110300220000	638	Lake Front Dr									
	3101110250000	7847	Rush River Dr									
	3100200970000	7556	Rush River Dr									
	3110300190000	7971	Rush River Dr									
	3114400340000/3111700100000	7633	Rush River Dr									
	3100700570000/3100700590000	7401	South Land Park Dr									
	3100200930000	7537	Windbridge Dr									
	3109000600000	7508	Windbridge Dr									
	3111700010000	7650	Windbridge Dr									

11. Sidewalk Closure Policy

Sidewalk Closures Policy

Background:

For any sidewalk closure there needs to be an alternate accessible pedestrian route and is hereto defined as a path of travel when an existing pedestrian route is blocked by construction, alteration, maintenance, or other temporary conditions. Currently the City of Sacramento's DOT addresses this issue via the Contract Special Provisions and Traffic Control Plan (to include vehicle, pedestrian, bicycle, etc.) submitted to staff before construction activities begin. Although the current special provisions address access to pedestrians with disabilities in concept, more specificity and clarification are needed in order to keep abreast of the public rights-of-way accessibility requirements and to create a consistent set of standards for the individuals/entities who do construction work in the City's rights-of-way.

Accessibility Requirements:

Section R302 of the Revised Draft Guidelines for the Public Rights-of-Way published in November of 2005 by the United States Access Board, requires an alternate access route when the existing pedestrian route is temporarily closed. Although the Draft Guidelines are not currently enforceable by the US Department of Justice, they represent best practices that should be followed when appropriate. It is preferable that the alternate accessible pedestrian route is adjacent to the initial path of travel where feasible. The alternate accessible route shall be clearly marked and detectable by pedestrians with visual impairments. In cases where the alternate accessible pedestrian route cannot be maintained adjacent to the construction site, pedestrians may be routed to the opposite side if adequate signage and appropriate and safe crossing options are provided. Particular attention is directed to the California MUTCD, Chapter 6D – Pedestrian and Worker Safety and Chapter 6F – Temporary Traffic Control Zone Devices.

Standards:

Before the beginning of construction or before an encroachment permit is approved, the Project Manager or Contractor shall submit a traffic control plan whereby she/he specifically outlines the alternate accessible pedestrian route. The traffic control plan will be reviewed by the Department of Transportation staff for compliance. In designating an alternate accessible pedestrian route, the following accessibility elements must be followed to the maximum extent feasible:

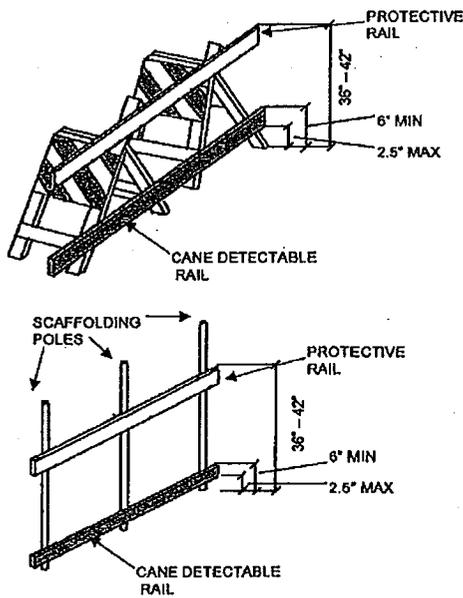
1. Overall, tape and traffic cones are not acceptable methods for directing or guiding pedestrians to an alternate route or providing a barricade due to their lack of detectability by pedestrians who are blind and use a long cane to navigate.
2. It is preferable for the alternate accessible pedestrian route to be adjacent to the initial path of travel where it is safe and feasible to do so.
3. The sidewalk's running slope must be equal to that of the adjacent vehicular way
4. No vertical displacements greater than ¼ of an inch are allowed within the walking surface; if a displacement of greater than ¼ of an inch exists it can be temporarily

- mitigated by a asphalt patch not to exceed a 1:12 (8.33%) slope.
5. The clear width of the alternate pedestrian route shall be 48" minimum.
 6. Single points are allowed to reduce to 36" for a distance of up to 2 ft.
 7. No objects shall protrude more than 4" between 27" and 80" in height and into the path of travel.
 8. Where a sidewalk closure or channeling is required it shall conform to the required elements applicable to sidewalk barricades shown in Attachment 1 (See Pedestrian Barricades). The top of the bottom rail of the barricade shall be no less than 6" above ground and the bottom of the bottom rail of the barricade shall be no more than 2.5" above the ground for long cane detectability. The bottom rail is to be highly visible, painted orange, white, or yellow. The top of the top rail of the barricade shall be between 36"- 42" above ground. The rails shall extend across barricades for the full width of the closed sidewalk or curb ramp. When rails are used to channel pedestrians the rails shall extend the entire length of the temporary path of travel so that there are no gaps in the rails.
 9. Where temporary fencing delineates and parallels the edge of the walkway, the footings of the fence shall be kept outside the 48" walkway to eliminate tripping hazards.
 10. Where curb, gutter or sidewalk is removed, barricades are to be installed by the contractor. Barricades shall remain in place a minimum of 72 hours after concrete has been poured on new curb, gutter, and sidewalk. Contractors shall be responsible for monitoring and keeping barricades placed on curb, gutter, and sidewalk work site during the 72 hour requirement and/or until paved back.
 11. Where detours are provided, sidewalk signs indicating that the sidewalk, curb ramp, or both the sidewalk and curb ramp are closed to through pedestrian traffic are required. These signs shall be placed so as to provide ample warning of the detour to people with mobility impairments and minimize backtracking. Signs shall be placed so that they are visible from the sidewalk before the detour begins (see Attachment 2 for sign placement).
 12. During detours, access shall be provided by directing all pedestrian traffic to the unaltered side of the street where marked crossings and usable curb ramps exist; if such elements do not exist, temporary marked crosswalks and temporary ramps shall be provided. Any plan proposing temporary marked crosswalks and ramps must be approved by Traffic Engineering.
 13. In the Downtown area, which is bounded by Highway 50, Sacramento River, American River, and Business 80, the Contractor will only be allowed to work at one (1) corner of an intersection at one time, or up to two (2) corners of any two adjacent intersections, all on the same side of the primary street being constructed.
 14. In all other areas, the Contractor shall be allowed to work at up two (2) corners of an intersection at one time, or at up to three (3) corners of any two adjacent intersections, all on the same side of the primary street being constructed.
 15. No additional construction work shall be allowed at the two (2) adjacent intersections until the truncated domes are fully installed.

Proposed variances from the above guidelines shall be reviewed and approved by the Construction Traffic Management Engineer and ADA Physical Access Manager.

Rev. 10/07

Pedestrian Barricade



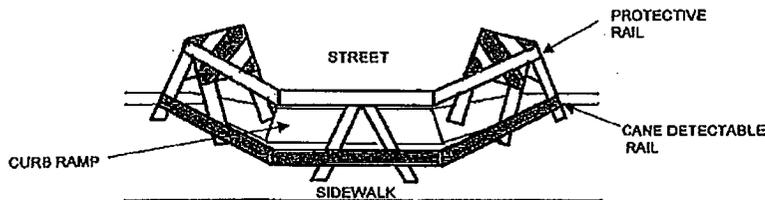
BARRICADE ELEMENTS

(Minimum Requirements)

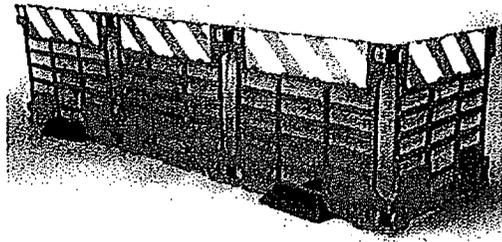
- Tape and traffic cones not acceptable.
- Cane detectable, solid rail a maximum of 2.5\"/>

OPTIONS

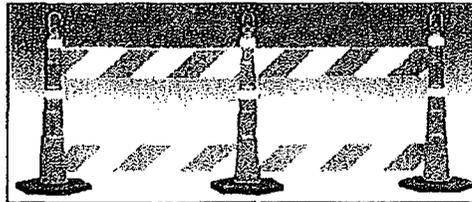
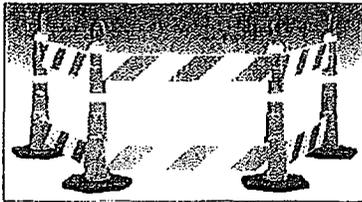
- Type I, II, or III barricades placed end to end and fastened together to create one rigid barrier with rails that meet above requirements.
- Chain link fencing equipped with toe rail that extends the entire length of the temporary walkway and protrudes to the face of the footings.
- See California MUTCD, sections 6D and 6F.68 for additional guidance.



Attachment 1



Remcon Plastics, Incorporated
www.remcon.com/safety-products/pedestrian-barricade



Plastic Safety Systems, Incorporated
www.plasticsafety.com/barricade.navigator.asp



Pedestrian Channeling Using Type 1 Barricade



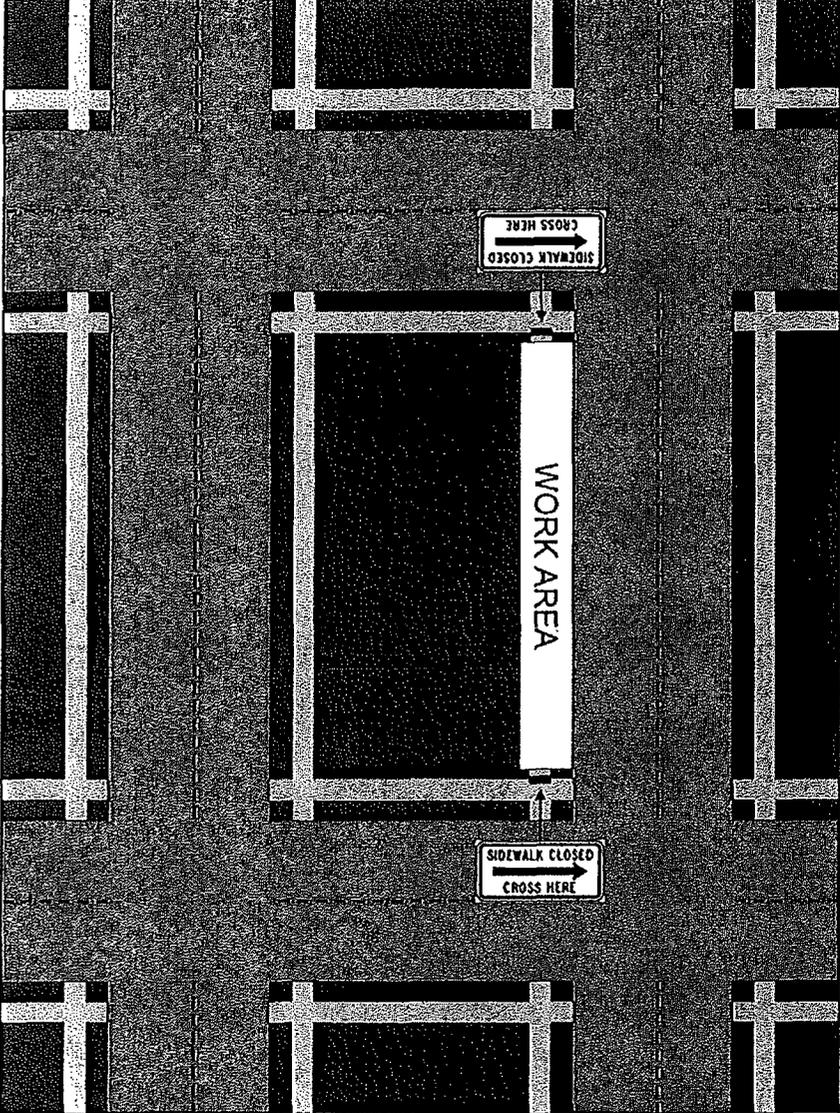
Pedestrian Channelling Using Type 1 Barricade

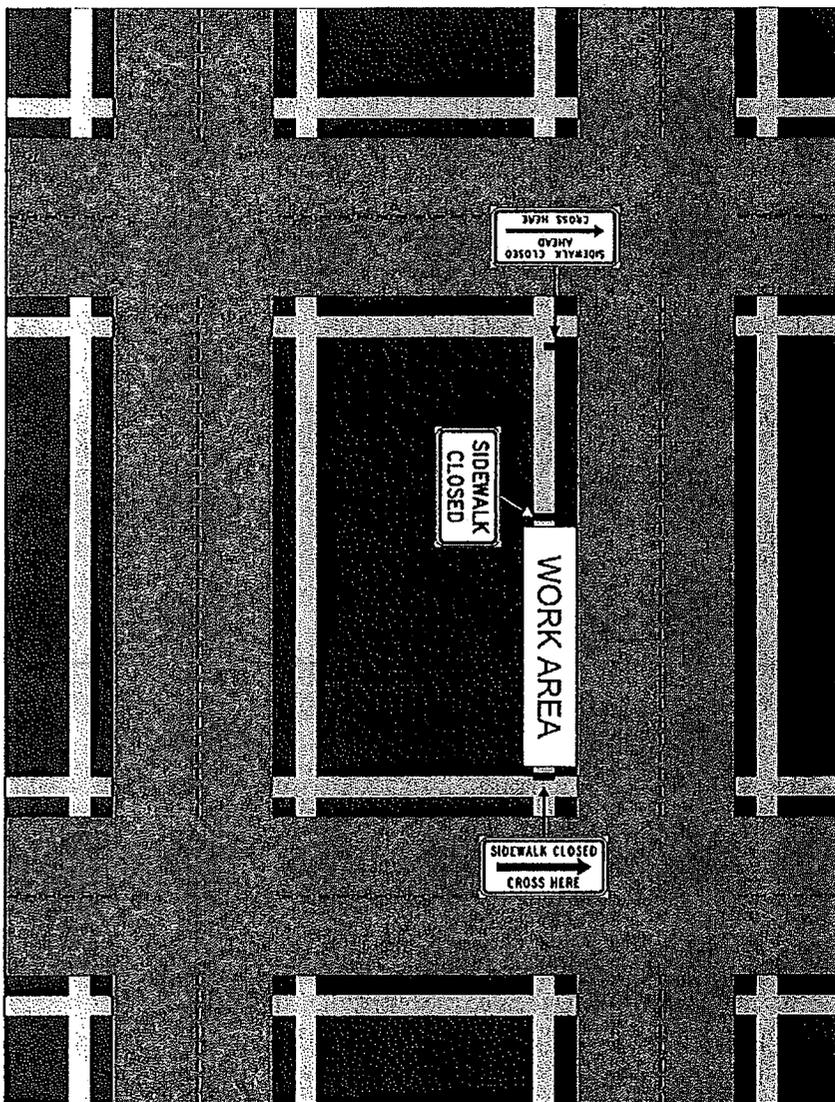
Attachment 2

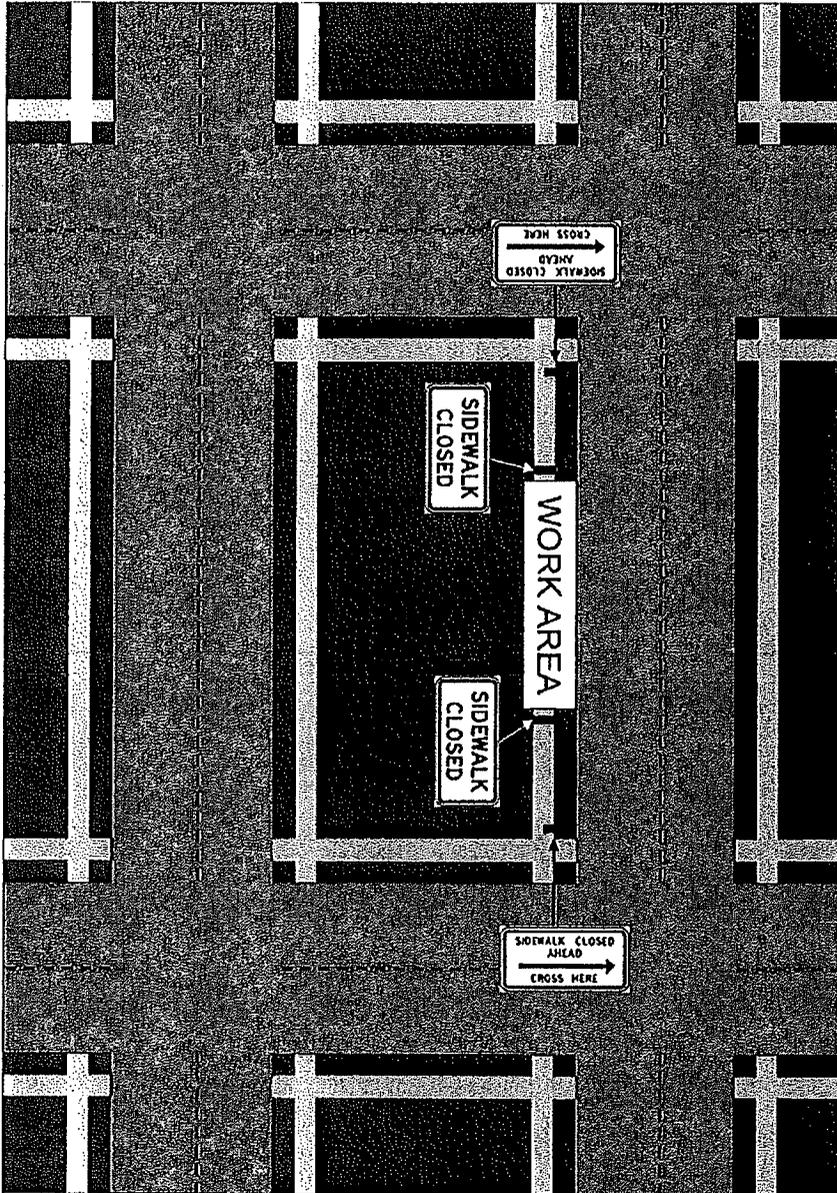
Sidewalk Closure Signs

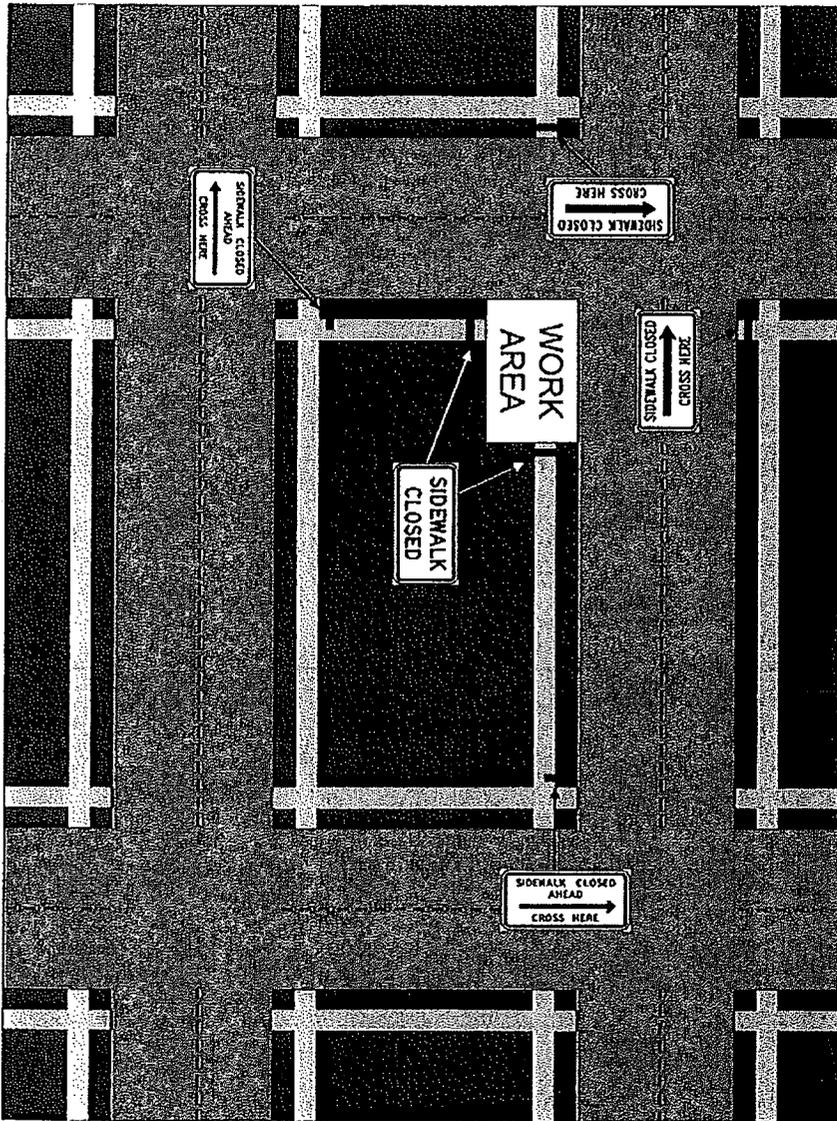
- This attachment should be used as a guide in directing the placement and design of warning signs for sidewalk closures. Signs shall conform to the standards in the current edition of the California MUTCD. Any variation of the signs used shall be approved by the responsible city engineer.
- **SIDEWALK CLOSED (R9-9):** Installed at the beginning of the closed sidewalk, at the intersections preceding the closed sidewalk, and elsewhere along the closed sidewalk as needed.
- **SIDEWALK CLOSED, (ARROW) USE OTHER SIDE (R9-10):** Installed at the beginning of the restricted sidewalk when a parallel sidewalk exists on the other side of the roadway.
- **SIDEWALK CLOSED AHEAD, (ARROW) CROSS HERE (R9-11):** Used to indicate to pedestrians that sidewalks beyond the sign are closed and to direct them to open crosswalks, sidewalks, or other travel paths.
- **SIDEWALK CLOSED, (ARROW) CROSS HERE (R9-11a):** Installed just beyond the point to which pedestrians are being redirected.

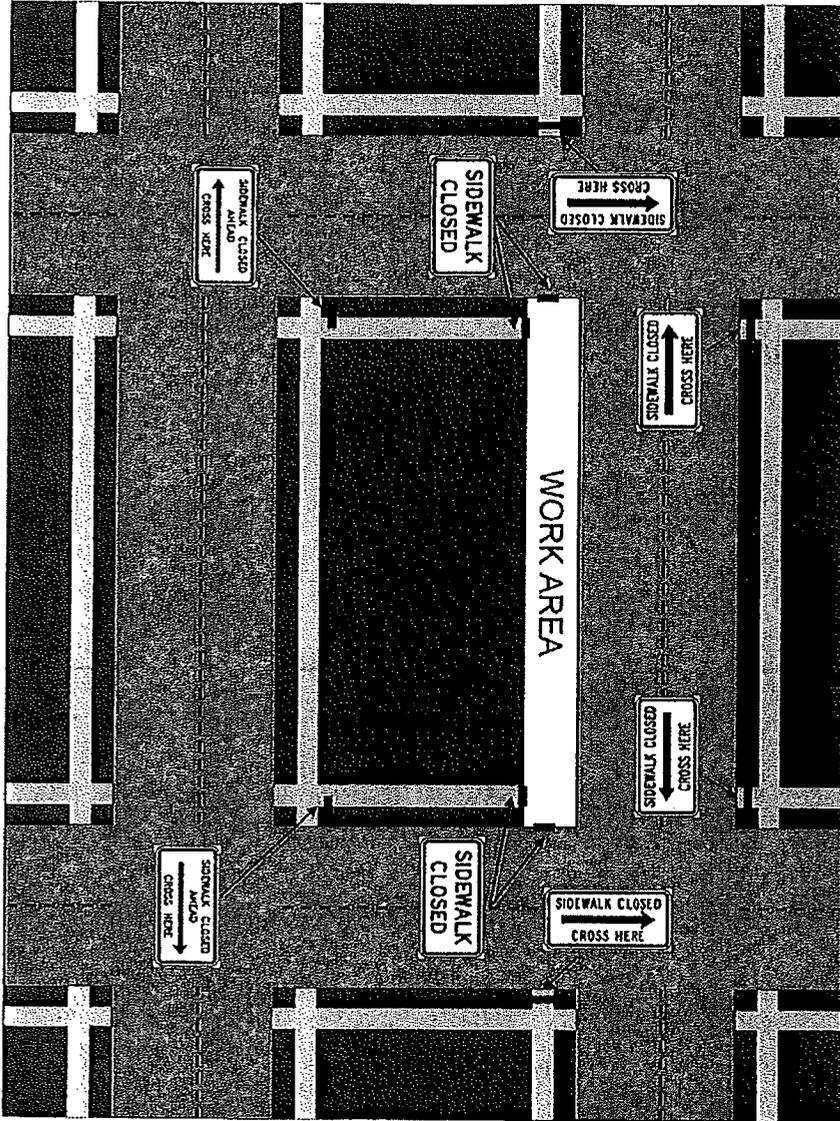
These signs are typically mounted on a detectable barricade to encourage compliance and communicate with pedestrians that the sidewalk is closed. The barricade shall extend the entire width of the sidewalk where the sidewalk is closed. When indicating that a sidewalk is closed ahead, the sign shall be placed so it is visible to pedestrians while maintaining a 4 foot minimum walkway. The signs are reflective, made of aluminum, and printed with black lettering on a white background. Details of various signs can be found in the "Standard Highway Signs" book.

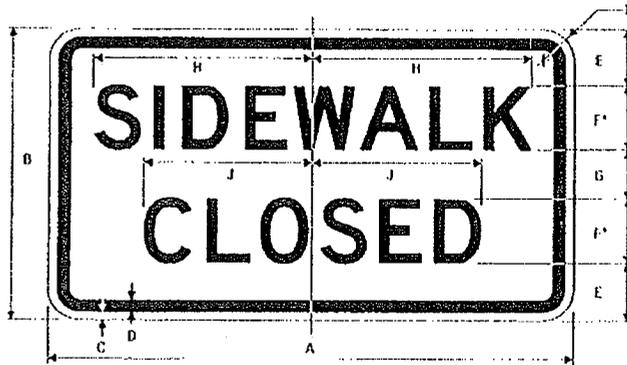








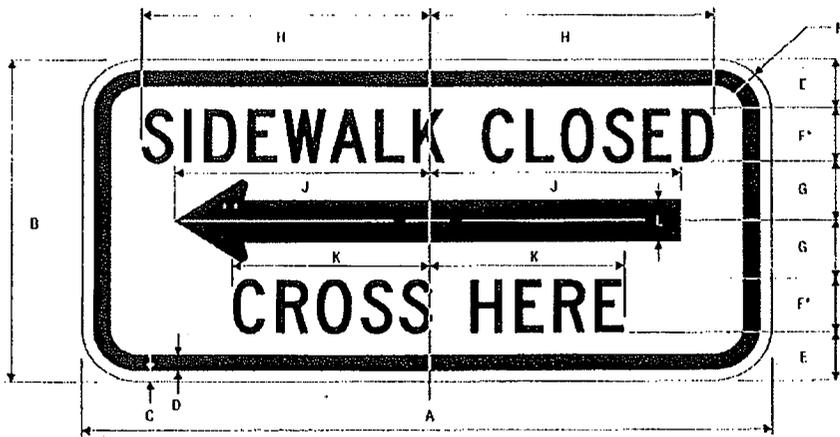




R9-9
SIDEWALK CLOSED

A	B	C	D	E	F	G	H	J	K
24	12	.375	.625	2.125	3.0"	1.75	9.367	7.225	1.5
30	18	.625	.875	3.5	4.0"	3	12.490	9.622	2.25

COLORS: LEGEND - BLACK
BACKGROUND - WHITE (RETROREFLECTIVE)



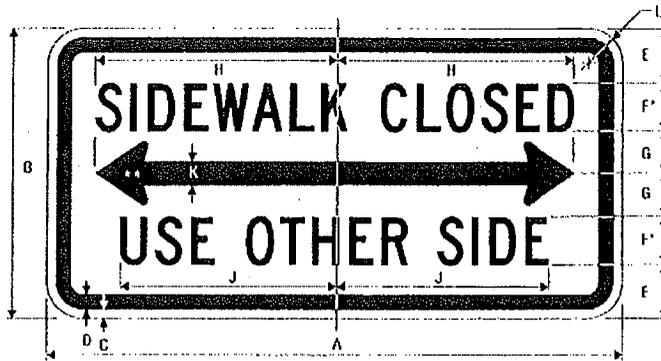
R9-11a

SIDEWALK CLOSED CROSS HERE

*Series 2000 Standard Alphabets.
 **See page 6-2 for arrow design.

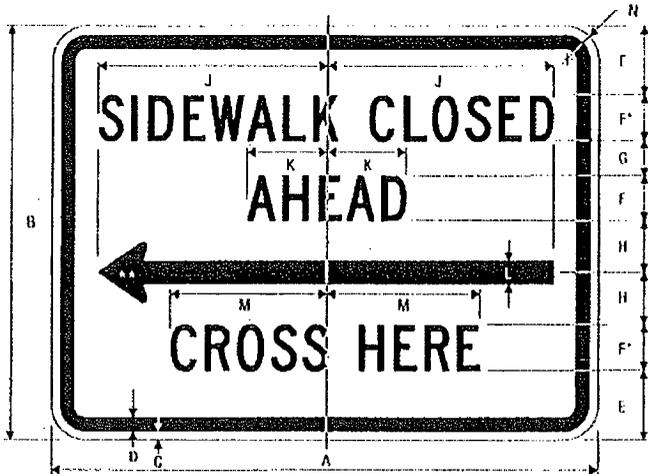
A	B	C	D	E	F	G	H	J	K	L	M
24	12	.375	.625	1.75	2 C	2.250	9.967	8.75	7.785	1.6	1.5
48	24	.75	1.25	4.5	4 C	3.5	20	17.882	13.5	2	3

COLORS: LEGEND — BLACK
 BACKGROUND — WHITE (RETROREFLECTIVE)



R9-10 SIDEWALK CLOSED USE OTHER SIDE

A	B	C	D	E	F	G	H	J	K	L
24	12	.375	.625	1.75	2 C	2.250	9.967	9.014	1.6	1.5
48	24	.75	1.25	4.5	4 C	3.5	20	17.882	2	3



R9-11 SIDEWALK CLOSED AHEAD CROSS HERE

A	B	C	D	E	F	G	H	J	K	L	M	N
24	12	.375	.625	1.75	1.5 D	.75	1.625	9.367	3.422	.680	6.284	1.5
48	36	.75	1.25	6	4 C	3	4.5	20	6.971	2	13.570	3

COLORS: LEGEND - BLACK
 BACKGROUND - WHITE (RETROREFLECTIVE)

12. Legend for Curb Stop Locations Abbreviations

ABBREVIATIONS

NE	NORTH OF EAST
SN	SOUTH OF NORTH
NS	NORTH OF SOUTH
NNC	NORTH OF NORTH CURB
SSC	SOUTH OF SOUTH CURB
NSC	NORTH OF SOUTH CURB
SNC	SOUTH OF NORTH CURB
WWC	WEST OF WEST CURB
EEC	EAST OF EAST CURB
EWG	EAST OF WEST CURB
WEG	WEST OF EAST CURB
SC	SOUTH CURB
NC	NORTH CURB
EC	EAST CURB
WC	WEST CURB
NNLL	NORTH OF NORTH LOT LINE
SSLL	SOUTH OF SOUTH LOT LINE
EELL	EAST OF EAST LOT LINE
WWLL	WEST OF WEST LOT LINE
NSLL	NORTH OF SOUTH LOT LINE
SNLL	SOUTH OF NORTH LOT LINE
EWLL	EAST OF WEST LOT LINE
WELL	WEST OF EAST LOT LINE
NNPL	NORTH OF NORTH PROPERTY LINE
SSPL	SOUTH OF SOUTH PROPERTY LINE
EEPL	EAST OF EAST PROPERTY LINE
WWPL	WEST OF WEST PROPERTY LINE
NSPL	NORTH OF SOUTH PROPERTY LINE
SNPL	SOUTH OF NORTH PROPERTY LINE
EWPL	EAST OF WEST PROPERTY LINE
WEPL	WEST OF EAST PROPERTY LINE
NPL	NORTH PROPERTY LINE
SPL	SOUTH PROPERTY LINE
EPL	EAST PROPERTY LINE
WPL	WEST PROPERTY LINE
(N)(S)(E)(W)	LOOKING THIS PARTICULAR DIRECTION
C/L	CENTERLINE
SVC	SERVICE
L	LINE
LH	LEFT HAND
RH	RIGHT HAND
Cor.	CORNER



DEPARTMENT
OF UTILITIES

ENGINEERING
SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
FAX 916-808-1497/1498

APARTMENT METER RETROFIT

(PN: Z14010056)

ADDENDUM #01

September 6, 2011

To All Potential Bidders:

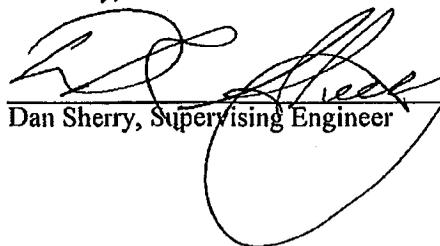
Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other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

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

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

For any questions related to this addendum, contact the Project Manager, Melissa Marshall at (916) 808-1437.

Sincerely,



Dan Sherry, Supervising Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

APARTMENT METER RETROFIT
(PN: Z14010056)

Item #1 - ITEMS OF PROPOSAL

Add the attached section: Section 4: "ITEMS OF THE PROPOSAL" after Section 3 as listed in the existing Table of Contents being located in pages 18-23.

4.0 SECTION 4 - ITEMS OF THE PROPOSAL

Item No. 1 Construction Photographs

This item shall consist of providing pre-construction and post-construction photographs or video of all work. Photographs or video shall meet the requirements of Section 11 of the City Standard Specifications, except as modified herein or as directed by the Engineer.

A photograph or video of each meter service retrofit installation location shall be taken and the address of the property shall be clearly identified on each photograph or in the video. Pre-construction photographs or video shall be submitted prior to the start of construction. Photographs or video shall include all pavement and landscaping features within the construction area at each property. The Contractor shall submit as many photographs or as much video as necessary to clearly depict the condition of the existing pavement and landscaping features at each property. Special emphasis shall be placed on existing pavement, structures, flowerbeds, trees, or any other item in close proximity to the construction area. Upon completion of work at each property, the Contractor shall have post-construction photographs or video taken at the same locations that the pre-construction photos or video were taken. All photographs or video shall be taken with a digital still camera or video recorder and provided to the City on a DVD.

Each DVD shall be formatted as follows: For digital photographs stored on a DVD, a folder shall be established for each street in the project. Each street folder shall contain folders titled for each address that a meter retrofit has been performed. Videos shall be stored on DVD's utilizing the following format: Each street within the project shall be stored as a chapter name. Video taken at each address on a particular street shall be stored in the chapter entitled for that street. When submitting pre or post construction photographs or video, the Contractor shall provide a table of contents indentifying each DVD submitted and the chapter content therein.

The Contractor shall be paid half of the lump sum price for this item upon approval of the pre-construction photos, and the remaining amount upon acceptance and approval of the post-construction photographs.

Payment for construction photographs shall be at the contract lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, required processing, and equipment, and for performing all work necessary to complete this item in accordance with the City Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 2 Meter Retrofit of 2-inch Water Services

This item shall consist of furnishing and installing 2-inch valves, curb stops, meter boxes and lids, all other materials and piping necessary to place and connect water services and City supplied water meters, on existing residential and commercial water services in accordance with Section 10, 27 and 38 of the Standard Specifications and the applicable details as shown in the Appendix of these Special Provisions. All meter retrofits shall be installed in accordance with the installation methods outlined in

American Water Works Association Standards M6 - Manual of Water Supply Practices (AWWA), the UPC, these Special Provisions including the Technical Drawings located in the Appendix.

It shall be the Contractor's responsibility to locate the existing water service laterals curb or corporation stops. All USA markings identifying water features will be verified by the Contractor. All cost associated with this work including all re-work if the USA markings are found to be incorrect shall be included in this item. The City will provide a list of addresses of properties that need to be retrofitted. This information is located in the Appendix.

Contractor shall be responsible for furnishing and installing 2-inch pipe, fittings, meter valves (straight and angled), meter boxes and lids, additional pipe necessary to complete the meter retrofit installation and all other materials required to complete the installation of the service retrofit. The Contractor shall adjust pipe diameter, pipe material, and horizontal or vertical alignments as necessary for meter retrofit construction. Contractor shall be responsible for installing City supplied meters.

If a backflow prevention assembly is found in the field at any of the listed retrofit addresses, the Contractor shall contact the Engineer for direction on replacement, removal, or other required action.

The quantity of 2-inch service retrofits shown on the bid proposal is for bidding purposes only. The unit price indicated for 2-inch meter service retrofits will not be adjusted because the actual number of required meter service retrofits varies from the quantity shown on the bid proposal.

Water main shut downs to turn off the service during the meter retrofit of a water service will not be allowed. The Contractor shall be responsible for shutting off the service during the meter retrofit.

The Contractor shall reconnect the existing water service on the property owner's side of the meter box so that the residential water system is in service when this item is complete. If the residential water system is in such poor condition that the contractor cannot reconnect to the service, the Contractor shall replace a portion of the service until a suitable connection point can be found. This item shall include replacing up to 5 feet of the customer's service. Additional footage shall be paid under a separate item.

Surface restoration associated with this item shall be in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road. The Contractor shall saw cut, repair or replace existing sidewalk, driveway, alley or street surface, provide new sod, shrubbery, fencing, and repair or replacement of existing improvements on private property that may be damaged as a result of the installation of the meter service retrofit. Payment shall be at the unit price bid per each retrofit and shall include full compensation for furnishing all labor, material except as furnished by the City, tools, equipment and incidentals and for doing all work involved with the installation of 2-inch service retrofits as specified in these Special Provisions and as directed by the Engineer.

Item No. 3 2-inch Substandard Water Service Replaced

Substandard water services encountered during construction shall be removed and replaced in accordance with Sections 10, 27, and 38 of the Standard Specifications.

A 2-inch water service shall be considered substandard if not made of copper pipe. This item shall consist of furnishing and installing all required water service piping and all other items to place and connect water services as shown on the detail in the Appendix from the water main to the point of service at the property. Water service pipe for a 2-inch water service shall be in accordance with Section 10, 27 and 38 of the Standard Specifications. The service piping placed shall match existing size service. The new pipe shall be placed from the existing curb stop to the existing corporation stop or gate valve. If the existing curb stop and box is located behind the sidewalk, the Contractor shall replace the service pipe back to the existing curb stop. If the curb stop is located under a concrete surface, the Contractor may tunnel no more than three feet under the concrete to connect to the existing curb stop. If tunneling is used, the Contractor shall use a CDF material to backfill the area. The service must be embedded in six inches of sand prior to placing CDF. If existing corporation stop or gate valve cannot be reused through no fault of the Contractor, the work associated with installing a new corporation stop or gate valve will be considered extra work and paid per Section 8 of the Standard Specifications.

If the Contractor finds a substandard service, the Contractor shall notify the Engineer and shall cover the excavation with temporary plates until the Engineer has made an inspection.

The Contractor shall reconnect the existing water service on the property owner's side of the meter box so the residential water system is in service when this item is complete. (The installation of the meter box and meter shall be paid for under a separate item.)

Maximum time for shutdown of any water service to any residence or business shall be four (4) hours.

The removed material shall become the property of the Contractor and Contractor will dispose of at their discretion.

The exact number and location of substandard water services to replace shall be determined in the field. The quantity of substandard water services to be replaced shown on the Proposal is for bidding purposes only. The unit price indicated for substandard services to be replaced will not be adjusted because the actual number of required substandard services varies from the quantity shown in the Proposal.

This item shall include the cost of saw cutting and repairing or replacing existing street, alley, curb, gutter or sidewalk, providing any new sod, shrubbery, fencing, and repair or replacement of other existing improvements on private property that may be damaged as a result of the installation of the water services.

Surface restoration associated with this Item shall be in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price bid per each substandard water service replaced and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in replacing substandard water services as specified in these Special Provisions and as directed by the Engineer.

Item No. 4 4" Water Meter Retrofit (With Bypass)

Item No. 5 3" and Larger, Irrigation Water Meter Retrofit

Item No. 6 8" Water Meter Retrofit

This item shall consist of installing valves, curb stops, meter boxes and lids, all other materials and piping necessary to place and connect water services and City supplied water meters on 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits on existing water services in accordance with Section 10, 27 and 38 of the Standard Specifications and Standard Drawing W-508R, W-509RI, W-512, W-513 or W-514 as shown in the Appendix of these Special Provisions.

Service Size	Technical Dwg.
4" service to retrofit, without backflow device (with bypass)	W-515
8" service to retrofit without backflow device	W-514
3" and larger, irrigation service to retrofit (without backflow device)	W-509RI

It is the Contractor's responsibility to locate the existing water service laterals and curb or corporation stops. All USA markings identifying water features will be verified by the Contractor. All cost associated with this work including all re-work if the USA markings are found to be incorrect shall be included in this item.

Contractor shall be responsible for furnishing and installing pipe, fittings, meters, meter boxes and lids, valves, standpipes, valve boxes, concrete, supports and all other necessary components to properly install 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits. Contractor shall be responsible for installing City supplied meters.

For 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits with existing backflow device only, the meter shall be installed on a backflow device and the Contractor shall note if the backflow device is required to be retested by a certified tester. If repairs are needed, the cost of such repairs shall be included in this bid item.

The quantity of 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits to be placed as shown on the bid proposal is for bidding purposes only. The unit price indicated

for 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits to be placed will not be adjusted because the actual number of required water meters varies from the quantity shown on the bid proposal.

This item shall include the cost of saw cutting and repairing or replacing existing curb, gutter, sidewalk, alley or street surface, providing any new sod, shrubbery, fencing, and repair or replacement of other existing improvements on private property that may be damaged as a result of the installation of the water services.

The Contractor shall reconnect the existing water service on the property owners side of the meter box so that the water customer's water service is in service when this item is complete.

Surface restoration associated with this Item shall be in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price bid per each 3-inch and larger water irrigation meter retrofit, 4" meter retrofit and 8" meter retrofit and shall include full compensation for furnishing all labor, tools, equipment and incidentals and for doing all work involved with the installation of 3-inch and larger water irrigation meter retrofits, 4" meter retrofits and 8" meter retrofits as specified in these Special Provisions and as directed by the Engineer.

Item No. 7 Concrete to Remove and Replace

This item shall cover furnishing and placing all concrete pavement replacement not specified in the previous bid items. Where directed by the Engineer, the Contractor shall remove concrete pavement and replace the surface in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Unless otherwise directed by the Engineer, newly placed concrete paving shall match existing pavement edges. Concrete shall meet the applicable portions of Sections 10, 18, 19, and 24 of the City Standard Specifications. Limits of concrete removal and replacement shall be approved by the Engineer prior to work.

Included in this item are the saw cutting, excavation, removal and disposal of existing concrete pavement. Existing manhole/vault head and covers, valve or meter box and lids, castings and other associated appurtenances shall be salvaged and reset at the proposed grades. At the Engineers discretion, any box or lids damaged by the Contractor's operation shall be repaired or replaced by the Contractor for no additional charge. The quantity of concrete shown on the Proposal is for bidding purposes only. The unit price indicated will not be adjusted because the actual quantity varies from the quantity shown on the Proposal.

Payment shall be at the unit price bid per square foot of concrete to remove and replace and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for performing all work necessary to complete this item in place in accordance with these Special Provisions, the City Standard Specifications and as directed by the Engineer.

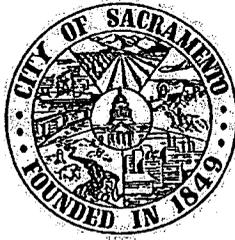
Item No. 8 Asphaltic Concrete Pavement to Remove and Replace

This item shall cover furnishing and placing miscellaneous asphalt concrete pavement to remove and replace not specified in the previous bid items. Where directed by the Engineer, the Contractor shall remove asphalt concrete pavement and replace the surface in accordance with the section of the Water Construction Requirements of these Special Provisions, entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Unless otherwise directed by the Engineer, newly placed concrete paving shall match existing pavement edges.

Included in this item are the saw cutting, excavation, removal and disposal of existing asphalt concrete pavement. Existing manhole/vault head and covers, valve or meter box and lids, castings and other associated appurtenances shall be salvaged and reset at the proposed grades. At the Engineers discretion, any box or lids damaged by the Contractor's operation shall be repaired or replaced by the Contractor for no additional charge.

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

END OF SECTION



DEPARTMENT
OF UTILITIES

ENGINEERING
SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

1395 35th AVENUE
SACRAMENTO, CA
95822-2911

PH 916-808-1400
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APARTMENT METER RETROFIT

(PN: Z14010056)

ADDENDUM #02

September 22, 2011

To All Potential Bidders:

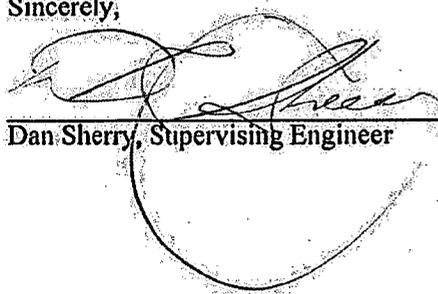
Attached hereto are addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other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

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

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

For any questions related to this addendum, contact the Project Manager, Chris Powell at (916) 808-4031.

Sincerely,



Dan Sherry, Supervising Engineer

Addendum
Enclosure

cc: Distribution List
Planholders

APARTMENT METER RETROFIT
(PN: Z14010056)

Item #1 – NOTICE TO CONTRACTORS

Add the following sentence to the end of the Notice to Contractors found in the Contract Specifications:

“Contractor License Required: Class A License or all of the following: C-8, C-12, C-27, C-29, C-34, and C-36.”

Item#2 – SPECIAL PROVISIONS, 1.0 SECTION 1- General Construction Requirements, 1.1. Scope of Work

Add the following sentence to 1.1. Scope of Work:

“The contractor may reference Appendix 10: Retrofit Information Sheet for meter retrofit locations, sizes and quantities estimated for each address.”

Item#3 – SPECIAL PROVISIONS, 3.0 SECTION 3- Water Construction Requirements, 3.11. Meter Information Sheets

Add the following to the list of information the contractor is directed to record on the electronic spreadsheets:

“Date Paid”

“Meter Manufacturer”

“Total Square Feet of Concrete”

“Add or Delete”

Item#4 – APPENDIX 10. Retrofit Information Sheet

Remove and Replace both pages of Appendix 10. Retrofit Information Sheet with the attached Retrofit Information Sheets.

STREET #	STREET NAME	8"	4" irr.*	4" (w/ bypass)*	2" Irr/Tur*	2" Dom/Dis*	APN
7336	Greenhaven Dr				2	3	3106200250000
7551	Greenhaven Dr			2	7	49	3109300010000
638	Lake Front Dr	2					3110300220000
7556	Rush River Dr			1	2	5	3100200970000
7633	Rush River Dr	2					3114400340000/3111700100000
7847	Rush River Dr					5	3101110250000
7971	Rush River Dr	2					3110300190000
7401	South Land Park Dr		3	3		20	3100700570000/3100700590000
7508	Windbridge Dr	1					3109000600000
7537	Windbridge Dr	2					3100200930000
7650	Windbridge Dr	2					3111700010000

*The Engineer shall direct the Contractor as to the location of each type of meter installation.

**The quantities displayed in the table above are estimated and are for bidding purposes only, unit prices will not be adjusted because the actual number of meter service retrofits varies from the quantity shown on the bid proposal.

