



# City of Sacramento City Council

17

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 3/20/2012

**Report Type:** Staff/Discussion

**Title: Contract Award: Curtis Park Water Main Replacement**

**Report ID:** 2012-00227

**Location:** District 5

**Recommendation:** Pass a motion: 1) considering the bid protest filed by Florez Paving on the Curtis Park Water Main Replacement Project, adopting the findings of fact and recommended determination issued by the hearing examiner on the bid protest, and denying the bid protest; and 2) approving the contract plans and specifications for the Project and awarding the contract to T & S Construction Company, Inc., for an amount not to exceed \$3,495,186.

**Contact:** Bill Busath, Interim Engineering Manager - 808-1434; Dan Sherry, Supervising Engineer, 808-1419, Department of Utilities

**Presenter:** Dan Sherry, Supervising Engineer

**Department:** Department Of Utilities

**Division:** Cip Engineering

**Dept ID:** 14001321

## **Attachments:**

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- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Contract Status Form
- 5-Attachment 3-Bid Protest Letter
- 6-Attachment 4-Response to Bid Protest Letter
- 7-Attachment 5-Curtis Park Project Decision
- 8-Unexecuted Contract with T and S Construction

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### **City Attorney Review**

Approved as to Form  
Joe Robinson  
3/13/2012 2:27:54 PM

### **City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
3/8/2012 10:56:41 AM

## **Approvals/Acknowledgements**

Eileen Teichert, City Attorney

Shirley Concolino, City Clerk  
John F. Shirey, City Manager

Russell Fehr, City Treasurer

Department Director or Designee: Dave Brent - 3/13/2012 11:11:13 AM

## Description/Analysis

**Issue:** The existing water distribution mains in the project area have exceeded their useful life, are deteriorating, and are in need of frequent repair. This project replaces approximately 27,000 lineal feet of old cast iron water mains and individual water services. The project will install approximately 27,293 lineal feet of new water mains, 560 new water meters, and new fire hydrants. This project is one of many backyard water main replacement projects in the City's Water Meter Retrofit Program being implemented to meet the City's obligations under Assembly Bill 2572.

A bid protest was filed by the second low bidder, Florez Paving, as discussed in more detail in the Rationale for Recommendation, below. The City Code requires the City Council to consider and decide the bid protest prior to awarding the contract. This report recommends that the City Council adopt the determination recommended by the independent hearing examiner that heard the bid protest to deny the bid protest, and award the contract to T & S Construction Company, as the lowest responsive and responsible bidder.

**Policy Considerations:** This action is in conformance with City Code Chapter 3.60 Articles I and III, which provide that the City Council may award competitively bid contracts to the lowest responsible bidder.

This report's recommendation is consistent with the City's Strategic Plan Goals of enhancing and preserving the neighborhoods and supporting the economic vitality of the area.

This action advances the City's obligation to meet the requirements of Assembly Bill 2572 and City Ordinance 2005-090, which require the installation of water meters on all service connections by the year 2025.

**Environmental Considerations:** The Community Development Department, Environmental Planning Services Division, has reviewed the proposed project and has determined that this project is categorically exempt from CEQA (the California Environmental Quality Act) under Class 1, Section number 15301(b) and (c) and Class 3, Section number 15303(d) of the CEQA Guidelines. Projects exempt under Class 1, Section number 15301(b) and (c) consist of minor alteration or repair of existing utility facilities and sidewalks. Projects exempt under Class 3, Section number 15303(d) consist of installation and location of new, small utility facilities. A notice of categorical exemption will be filed with the County Clerk after City Council award of the contract.

**Sustainability:** The project is consistent with the Sustainability Master Plan goals to help to improve water conservation awareness, by providing a monthly statement of water usage to our customers. The placement of new water meters, where none previously existed, also furthers the Cities progress in implementing the Water Forum Agreement and the California Urban Water Conservation Council Best Management Practices (BMPs 1, 4, and 7).

**Commission/Committee Action:** Not Applicable

**Rationale for Recommendation:** After the plans and specifications were completed by DOU Engineering Services, the project was formally advertised to solicit public bids. On September 21, 2011, the City Clerk opened fourteen (14) bids.

Bid Protest:

After bids were opened and bidders were advised of the Department's intention to recommend award of the contract to T&S Construction, as the lowest responsible bidder, a bid protest was filed by the second low bidder, Florez Paving (**see Attachment 3**). The Florez Paving bid protest contended that T&S Construction should not receive Emerging/Small Business Enterprise (ESBE) participation credit for the certified small business enterprise (SBE) listed in the T&S bid as the supplier for a portion of the pipe needed for the project, because the supplier was not a legitimate pipe supplier. If T&S construction did not receive ESBE participation credit for this supplier, Trench and Traffic Supply, then T&S's bid would not be considered a responsive bid because it would not meet the contract's minimum 20% ESBE participation requirement.

Following receipt of the Florez Paving bid protest, in accordance with the bid protest procedures specified in the City Code, Department staff investigated the bid protest and prepared a response (**see Attachment 4**). The City's bid protest response concluded that there was no basis to determine that Trench and Traffic supply was not a legitimate pipe supplier, and that T&S Construction should be given full ESBE participation credit for the amount of pipe to be supplied by Trench and Traffic Supply, so that T&S's bid exceeded the City's minimum 20% ESBE participation requirement.

In accordance with the City's bid protest procedures, a bid protest hearing was scheduled before an independent hearing examiner at the Institute for Administrative Justice at McGeorge Law School. Following approximately 9 hours of hearing, held over two days, the hearing examiner issued a written decision setting forth the hearing examiner's findings of fact and conclusions of law, and a recommended determination of the bid protest based on the hearing examiner's findings and conclusions. A copy of the hearing examiner's February 15, 2012, decision is provided as **Attachment 5**.

In summary, the hearing examiner determined that Trench and Traffic Supply was a legitimate pipe supplier, because Trench and Traffic Supply met the "commercially useful function" standard set forth in the ESBE Requirements included in the City's bid specifications, and recommended that Florez Paving's bid protest be denied.

Section 3.60.530 of the City Code requires the City Council to consider and decide the bid protest prior to awarding the contract. Section 3.60.540 of the City Code allows the City Council to either adopt the findings of fact and recommended determination of the hearing examiner, or conduct additional proceedings (including reviewing a recording or transcript of the hearing and/or hearing additional testimony) and then adopt or reject the hearing

examiner's findings of fact and adopt a determination that may be the same or different than the hearing examiner's recommended determination.

City staff concurs with the independent hearing examiner's findings and recommended determination, which, as noted above, were issued following approximately 9 hours of testimony before the hearing examiner. For this reason, staff recommends that the City Council follow the hearing examiner's decision by adopting the findings of fact and recommended determination of the hearing examiner, and denying the bid protest.

**Financial Considerations:** The total estimated project cost including design, construction, City supplied materials, inspection, and contingency is \$4,325,000. There is sufficient funding in Z14010051 (Water Fund (6005)) to award the contract to T & S Construction Company in the amount of \$3,495,186 and complete the project. This action has no impact on the General Fund.

**Emerging Small Business Development (ESBD):** This project included a participation goal of 20% for emerging and small business enterprises (ESBEs). The lowest responsible bidder, T & S Construction Company, exceeds this goal with an ESBE participation level of 20.97%.

## BACKGROUND

This project proposes to replace the existing water distribution mains and install new water meters in the Curtis Park area. The existing water distribution system consists of old cast iron water mains found mainly within residential backyards. These dilapidated mains require frequent maintenance to repair leaks and have passed the end of their useful life. Fire protection is inadequate in segments of the project area due to poor fire hydrant spacing. Therefore, additional fire hydrants will be added to the area to improve the existing fire protection.

This area has also 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.

The project objective is to improve water system reliability, increase fire protection, and advance the City's obligation to meet AB 2572 requirements. This will be accomplished by the following:

- Abandoning existing 4", 6", 8", 10" and 12" water mains located within 24<sup>th</sup> Street, Franklin Boulevard and in residential backyards.
- Constructing approximately 27,293 lineal feet of new water mains within the public right of way.
- Install new fire hydrants to meet current fire safety standards.
- Construct 555 new residential water services with water meters.
- Retrofit 5 existing residential water services with new water meters.

To provide residents within the area notice of the project and an opportunity to express any concerns regarding the project, the Department of Utilities will distribute an informational letter containing a project description, projects limits map, water meter FAQ sheets, and contact information. A public meeting was held on November 14, 2011 to provide further opportunity for comment. The Outreach plan also includes:

- Preconstruction notification postcards and project signs.
- Informational door hangers will be provided by the Contractor at project milestones.
- Water conservation packets will be provided to residents following the water meter installation.

This project was advertised and fourteen (14) bids were received and opened on September 21, 2011. The bids are summarized below:

	<b>Bidders</b>	<b>Bid Amount</b>	<b>Percent Participation</b>
1	T & S Construction Company	\$3,495,186.00	20.97%
2	Florez Paving	\$3,535,982.00	100%
3	Navajo Pipelines, Inc.	\$3,555,597.00	97.30%
4	Lamon Construction Company, Inc.	\$3,575,237.00	N/A
5	Vinciguerra Construction	\$3,694,555.00	N/A
6	Marques Jaeger	\$3,739,373.00	N/A
7	Mountain Cascade, Inc.	\$3,997,235.00	N/A
8	California Trenchless, Inc.	\$4,109,995.00	N/A
9	Preston Pipelines	\$4,133,052.00	N/A
10	Lister Construction, Inc.	\$4,587,548.00	N/A
11	Doug Veerkamp General Engineering	\$4,616,874.00	N/A
12	McGuire Hester	\$4,741,259.00	N/A
13	Martin General Engineering	\$5,049,020.00	N/A
14	RGW Construction, Inc.	\$5,659,220.00	N/A

T & S Construction Company was the low bidder, with a bid amount of \$3,495,186.00. The engineer's estimate was \$4,000,000.



# LOCATION MAP

Curtis Park  
Water Main Replacement Project  
(PN: Z14010051)



# Please wait...

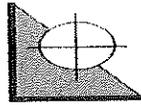
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# FLOREZ



# PAVING

GENERAL ENGINEERING CONTRACTOR  
STATE CONTRS. LIC. 766999A



October 13, 2011

**FASCMILE & PERSONAL DELIVERY**

City Clerk  
City of Sacramento  
915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

Re: **BID PROTEST**

Project: Curtis Park Water Main Replacement Z14010051  
Date of Bid: September 21, 2011

To Whom It May Concern:

Florez Paving is in receipt of the letter dated October 6, 2011, from the City of Sacramento Department of Utilities, recommending contract award to T & S Construction.

This letter is submitted pursuant to City Code Chapter 3.60. Florez Paving, at 4000 24<sup>th</sup> Street, Sacramento, CA 95822, phone number (916) 452-3903, and fax number (916) 455-0217, respectfully protests the bid award. We are contesting the recommendation to award this contract to T & S Construction.

The contract specifications establish an ESBE minimum level for participation of 20 percent. Florez Paving believes collusion exists between the bidder and supplier, Trench and Traffic Supply, to meet the participation goal. Trench and Traffic Supply is not a "pipeline material" supplier.

Pursuant to the City of Sacramento ESBE Requirements, Section III, "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." The State of California Department of General Services explains that the purpose of the "commercially useful function" requirement is to prevent certified small businesses from acting as a "pass through" or "front" when identified as a subcontractor or supplier to

4000 TWENTY-FOURTH STREET  
SACRAMENTO, CA 95822  
OFFICE 916.452.3903 FAX 916.455.0217

City Clerk  
City of Sacramento  
October 13, 2011  
Bid Protest  
Page 2

meet the objective of a solicitation. Businesses who merely act as a conduit do not perform a commercially useful business function.

Misrepresentation of products actually sold to assist a non-small business contractor in meeting the ESBE goal gives the prime (T & S Construction) an unfair advantage. Therefore, the listed supplier (Trench and Traffic Supply) should not be credited toward the 20 percent minimum participation level, and T & S Construction should be considered a non-responsive bidder.

Florez Paving respectfully requests the City of Sacramento to disqualify and reject T & S Construction's bid.

Respectfully,



Sam Florez  
President

Enclosure: Check No. 13157 Bid Protest Fee \$750

cc: Paul Barnes, Senior Engineer  
Renee Graves, Contract Administrator  
Dave Hansen, Supervising Engineer



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

November 1, 2011  
110388:pb:pb

EMAIL & CERTIFIED MAIL  
(Certified Mail Certificate: 7011 1150 0001 7871 2312)

**Sam Florez**  
**Florez Paving**  
**4000 24<sup>th</sup> Street**  
**Sacramento, CA 95822**

Dear Mr. Florez:

**SUBJECT: RESPONSE TO FLOREZ PAVING BID PROTEST FOR THE CURTIS PARK  
WATER MAIN REPLACEMENT PROJECT**

Enclosed you will find the City of Sacramento's response to the Curtis Park water main replacement project bid protest filed by Florez Paving on October 13, 2011.

I will send information regarding the bid protest hearing date, location and time next week. If you need to contact me, I can be reached by telephone at (916) 808-1442 or Fax at (916) 808-1498 or email at [pbarnes@cityofsacramento.org](mailto:pbarnes@cityofsacramento.org).

Sincerely,

Paul Barnes, P.E.  
Senior Engineer

Mr. Sam Florez  
Florez Paving Bid Protest Response for the Curtis Park Water Main Replacement Project  
October 31, 2011  
Page 2

cc: Bill Busath, City of Sacramento (COS), Engineering Services Division Manager  
Dan Sherry, COS, Supervising Engineer  
Brett Grant, COS, Supervising Engineer  
Chris Powell, COS, Utilities Construction Coordinator  
Renee Graves, COS, Program Specialist, Contract Administrator  
Michelle Carrey, COS, Senior Engineer  
Joe Robinson, COS, Senior Deputy City Attorney

Stacy Conley, Institute for Administrative Justice, Certified Mail Certificate: 7007 0220 0001 7168 6243  
Art Spinella, T&S Construction, Certified Mail Certificate: 7007 0220 0001 7168 6168

File

Attachments: Response to Bid Protest, Exhibits A, B, C, D, E, F, G, H, I, & J

**City of Sacramento  
Response to Bid Protest  
October 28, 2011**

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Contract: Curtis Park Water Main Replacement Project ("Project")  
Protesting Bidder: Florez Paving ("Florez")  
Bid Protest Date: October 13, 2011

**Introduction:**

Florez's bid protest (copy attached as **Exhibit A**) contends that the Emerging and Small Business Enterprise (ESBE) supplier listed as a pipe materials supplier in the apparent low bid submitted for the Project by T&S Construction ("T&S"), Trench & Traffic Supply, is not a legitimate pipe material supplier. The bid protest contends that the listing of Trench & Traffic Safety misrepresents the products that will actually be purchased from Trench & Traffic Safety, in order to meet the ESBE participation requirement specified in the bid documents. For these reasons, the bid protest contends that the purchase of pipe materials through Trench & Traffic Supply should not be credited toward the minimum ESBE participation level required by the bid documents. If this credit is not provided, T&S's bid would not meet the minimum ESBE participation requirement and would be considered non-responsive.

Pursuant to Sacramento City Code § 3.60.510, Department of Utilities staff has investigated the bid protest and has prepared this response to the bid protest. In brief, Department staff has determined that there is no basis to disallow ESBE participation credit for the purchase of pipe materials from Trench & Traffic Supply, and for that reason T&S's bid should be considered responsive in meeting the minimum ESBE participation requirement.

**Summary of Facts:**

1. Bids for the Project were opened on September 21, 2011. T&S was the apparent low bidder at \$3,495,186.00, and Florez was the second low bidder at \$3,535,982.50. A copy of T&S's bid is attached hereto as **Exhibit B**.
2. Pursuant to the City's Emerging and Small Business Development Program, the bid documents required, among other things, that bidders submit bids demonstrating participation of Emerging or Small Business Enterprises (ESBEs) in performance of the contract, in a total amount of not less than 20% of the total bid amount. (See the ESBE Requirements, copy attached hereto as **Exhibit C**.)
3. As indicated in the ESBE Requirements, under section 3.60.270 of the Sacramento City Code, no bidder can be considered a responsive bidder unless its bid meets

the minimum ESBE participation level established for the contract.

4. T&S's bid included the City's "Subcontractor and ESBE Participation Verification" form (copy attached as **Exhibit D**), indicating a total dollar value of \$732,990 for work to be performed or materials to be supplied by three ESBE subcontractors/suppliers, Sierra Traffic Markings, Trench & Traffic Supply, and Sacramento Transfer, representing 20.97% of T&S's total bid amount.
5. After bid opening, Florez submitted a bid protest contending that T&S should not receive ESBE participation credit for pipe materials supplied by Trench & Traffic Supply.

### **Department Response to Bid Protest:**

Florez's bid protest contends that Trench & Traffic Supply is not a legitimate pipe material supplier and that T&S should not receive ESBE participation credit for Trench & Traffic Supply. Department staff has concluded that there is no basis to make this determination, for the following reasons.

First, Trench & Traffic Supply is listed by the State of California Department of General Services as a certified small business that supplies, among other things, pipe, pipe fittings, pipe flanges and pipeline service equipment (copy of State certification attached hereto as **Exhibit E**). These items all constitute pipe materials. Trench & Traffic Supply also is listed by the City of Sacramento as a certified Small Business Enterprise supplying, among other things, pipeline material and shoring equipment (copy of City certification and supplier listing attached hereto as **Exhibits F and G**).

Second, Trench & Traffic Supply has provided pipe materials to other contractors on past projects. Attached as **Exhibit H** are copies of several invoices provided by Trench & Traffic Supply for pipe materials supplied on other projects.

Third, Department staff confirmed by a site visit to the business address of Trench & Traffic Supply that it has a physical location and yard indicative of a construction supply business that includes pipe materials (see photograph attached hereto as **Exhibit I**).

Finally, subsequent to the City's receipt of the bid protest, T&S provided confirmation to the City (copy attached hereto as **Exhibit J**) of its intention to purchase pipe materials for the Project from Trench & Traffic Supply.

For these reasons, Department staff finds no basis to determine that Trench & Traffic Supply is not a legitimate small business supplier for pipe materials, as listed in the T&S Subcontractor and ESBE Participation Verification form.

Section IIIA of the bid documents' ESBE Requirements specifies that the percentage of ESBE participation for a supplier shall be determined based on the dollar amount of the supplies that will be furnished by a certified ESBE designated in the bid. Similarly, Section

IIID of the ESBE requirements specifies that the Contractor (T&S) can receive 100% credit for supplies and materials in the amount paid to the vendor. In this case, T&S's Subcontractor and ESBE Participation Verification form indicates that Trench & Traffic Supply will be supplying pipe materials and shoring equipment for this project in the amount of \$300,000.

Because Department staff sees no basis for determining that Trench & Traffic Supply is not a legitimate pipe materials supplier, Department staff concludes that T&S's bid can and should be given 100% ESBE participation credit for the cost of acquiring pipe materials and shoring equipment from Trench & Traffic Supply, as a State certified small business and a City-certified SBE supplier for these items.

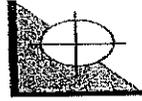
**Conclusion:**

Based on the foregoing analysis, it is City staff's determination that there is no basis to disallow ESBE participation credit for Trench & Traffic Supply in the amount indicated on T&S's Subcontractor and ESBE Participation Verification form, and for that reason T&S's bid is considered responsive in meeting the minimum ESBE participation requirement, pursuant to the ESBE Requirements included in the bid documents.

- Exhibit A: Florez Paving Bid Protest Letter
- Exhibit B: T&S's Bid
- Exhibit C: ESBE Requirements
- Exhibit D: T&S's ESBE Participation Verification form
- Exhibit E: California Department of General Services Supplier Profile for Trench & Traffic Supply
- Exhibit F: City of Sacramento Small Business Certification for Trench & Traffic Supply
- Exhibit G: City of Sacramento Profile for Trench & Traffic Supply
- Exhibit H: Sample Trench & Traffic Supply invoices
- Exhibit I: Photograph of Trench & Traffic Supply yard
- Exhibit J: 10/18/2011 T&S Letter

# **Attachment A**

**FLOREZ**



**PAVING**

**GENERAL ENGINEERING CONTRACTOR**  
**STATE CONTRS. LIC. 766999A**

October 13, 2011

**FASCMILE & PERSONAL DELIVERY**

City Clerk  
City of Sacramento  
915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

Re: **BID PROTEST**  
Project: Curtis Park Water Main Replacement Z14010051  
Date of Bid: September 21, 2011

To Whom It May Concern:

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The contract specifications establish an ESBE minimum level for participation of 20 percent. Florez Paving believes collusion exists between the bidder and supplier, Trench and Traffic Supply, to meet the participation goal. Trench and Traffic Supply is not a "pipeline material" supplier.

Pursuant to the City of Sacramento ESBE Requirements, Section III, "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." The State of California Department of General Services explains that the purpose of the "commercially useful function" requirement is to prevent certified small businesses from acting as a "pass through" or "front" when identified as a subcontractor or supplier to

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Page 2

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Misrepresentation of products actually sold to assist a non-small business contractor in meeting the ESBE goal gives the prime (T & S Construction) an unfair advantage. Therefore, the listed supplier (Trench and Traffic Supply) should not be credited toward the 20 percent minimum participation level, and T & S Construction should be considered a non-responsive bidder.

Florez Paving respectfully requests the City of Sacramento to disqualify and reject T & S Construction's bid.

Respectfully,



Sam Florez  
President

Enclosure: Check No. 13157 Bid Protest Fee \$750

cc: Paul Barnes, Senior Engineer  
Rence Graves, Contract Administrator  
Dave Hansen, Supervising Engineer

# **Attachment B**

Contractor's Name: T+S Construction Co., Inc.  
 (Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **September 21, 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 21, 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

**CURTIS PARK WATER MAIN REPLACEMENT PROJECT**

(PN: Z14010051) (B123331010)

in the City and County of Sacramento, California.

TOTAL BID: Three Million four hundred ninety five thousand (\$ 3,495,186<sup>00</sup>)  
one hundred eighty six dollars and zero cents

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	Preconstruction Photographs	1	LS	\$ <u>1,814<sup>00</sup></u>	\$ <u>1,814<sup>00</sup></u>
2	4-Inch Diameter Water Main, to Furnish and Install	28	LF	\$ <u>82<sup>00</sup></u>	\$ <u>2,296<sup>00</sup></u>
3	6-Inch Diameter Water Main, to Furnish and Install	190	LF	\$ <u>126<sup>00</sup></u>	\$ <u>23,940<sup>00</sup></u>
4	8-Inch Diameter Water Main, to Furnish and Install	24000	LF	\$ <u>62<sup>00</sup></u>	\$ <u>1,488,000<sup>00</sup></u>
5	12-Inch Diameter Water Main, to Furnish and Install	3075	LF	\$ <u>85<sup>00</sup></u>	\$ <u>261,375<sup>00</sup></u>
6	4-Inch Diameter Gate Valve, to Furnish and Install	1	EA	\$ <u>934<sup>00</sup></u>	\$ <u>934<sup>00</sup></u>
7	6-Inch Diameter Gate Valve, to Furnish and Install	5	EA	\$ <u>1,081<sup>00</sup></u>	\$ <u>5,405<sup>00</sup></u>
8	8-Inch Diameter Gate Valve, to Furnish and Install	121	EA	\$ <u>1,362<sup>00</sup></u>	\$ <u>164,802<sup>00</sup></u>
9	12-Inch Diameter Gate Valve, to Furnish and Install	16	EA	\$ <u>1,637<sup>00</sup></u>	\$ <u>26,192<sup>00</sup></u>
10	8-Inch Standard Fire Hydrant to Furnish and Install	47	EA	\$ <u>3,134<sup>00</sup></u>	\$ <u>147,533<sup>00</sup></u>
11	Existing Fire Hydrant to Remove	23	EA	\$ <u>482<sup>00</sup></u>	\$ <u>11,086<sup>00</sup></u>
12	1-Inch Water Service with Meter Box to Furnish and Install (Main to Meter Box)	94	EA	\$ <u>1,388<sup>00</sup></u>	\$ <u>130,472<sup>00</sup></u>

13	Hybrid Water Service w/Meter Box to Furnish and Install (Main to Front/Side Hose Bib)	314	EA	\$ 2,051 <sup>00</sup>	\$ 644,014 <sup>00</sup>
14	Hybrid Water Service w/Meter Box to Furnish and Install (Main to Rear Hose Bib)	148	EA	\$ 2,609 <sup>00</sup>	\$ 386,132 <sup>00</sup>
15	Additional 1½ -inch Copper Water Pipe to Furnish and Install	750	LF	\$ 19 <sup>00</sup>	\$ 14,250 <sup>00</sup>
16	Connection to Existing Water Distribution System	18	EA	\$ 1,708 <sup>00</sup>	\$ 30,744 <sup>00</sup>
17	Water Service to Abandon	462	EA	\$ 151 <sup>00</sup>	\$ 69,762 <sup>00</sup>
18	1½ -inch Schedule 40 PVC, to Furnish and Install	750	LF	\$ 10 <sup>00</sup>	\$ 7,500 <sup>00</sup>
19	Mains to Cap	1	LS	\$ 883 <sup>00</sup>	\$ 883 <sup>00</sup>
20	Existing Valves, Tees, Saddles & Water Mains to Remove or Abandon	1	LS	\$ 29,967 <sup>00</sup>	\$ 29,967 <sup>00</sup>
21	Water Quality, to Provide	1	LS	\$ 21,884 <sup>00</sup>	\$ 21,884 <sup>00</sup>
22	Concrete, to Remove and Replace	800	SF	\$ 9 <sup>00</sup>	\$ 7,200 <sup>00</sup>
23	Asphalt Concrete, to Remove and Replace	400	SF	\$ 13 <sup>00</sup>	\$ 5,200 <sup>00</sup>
24	Unsuitable Material, to Remove and Replace	750	TON	\$ 1 <sup>00</sup>	\$ 750 <sup>00</sup>
25	Potholes	12	EA	\$ 794 <sup>00</sup>	\$ 9,528 <sup>00</sup>
26	Reconnect Existing City Water Sampler	1	EA	\$ 1,875 <sup>00</sup>	\$ 1,875 <sup>00</sup>
27	Reconnect Existing City Water Meter	5	EA	\$ 328 <sup>00</sup>	\$ 1,640 <sup>00</sup>
28	Install Decomposed Granite	8	YD	\$ 1 <sup>00</sup>	\$ 8 <sup>00</sup>

TOTAL BID: \$ 3,495,186<sup>00</sup>  
 Bring this total amount to previous page

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 **two hundred ninety (290) 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

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.



DEPARTMENT  
OF UTILITIES  
  
ENGINEERING  
SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

1395 35<sup>th</sup> AVENUE  
SACRAMENTO, CA  
95822-2911  
  
PH 916-808-1400  
FAX 916-808-1497/1498

**Curtis Park Water Main Replacement Project**

(PN: Z14010051)

**ADDENDUM #1**

**September 7, 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, Paul Barnes at (916) 808-1442.

Sincerely,

  
\_\_\_\_\_  
Dan Sherry, Supervising Engineer

Addendum  
Enclosure

cc: Distribution List  
Planholders

ADDENDUM NO. 1

---

Curtis Park Water Main Replacement Project (PN: Z14010051)

**Item #1 Special Provisions – Section 4 Items of the Proposal - DELETE** the second paragraph of Item No. 26 Reconnect Existing City Water Sampler and **REPLACE** with the following:

Payment shall be at the contract unit price bid for each and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

CERTIFIED CHECK

MONEY ORDER

CASHIERS'S CHECK

BID BOND

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

CONTRACTOR

Addendum No. 1 - 9/7/11 a.s. T+S Construction Co., Inc.

Addendum No. 2 \_\_\_\_\_ By: John J. Spruille  
(Signature)

Addendum No. 3 \_\_\_\_\_ Title: Vice President

Addendum No. 4 \_\_\_\_\_ Address: 6108 Hedge Avenue E  
No PO Box - Physical Address ONLY

Sacramento California 95829  
City STATE ZIP Code

Telephone No. 916-381-3052

Fax No. 916-381-1861

Email arttsconstruction@hughes.net

(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.

FEIN: 88-0118410

Valid Contractor's License No. 301528, Classification A is held by the bidder.

Expiration date 04/30/2013 Representation made herein are true and correct under penalty or perjury

PN: Z14010051 (B123331010)

City of Sacramento Dept. of Utilities Curtis Park Water Main Replacement project

T & S Construction Co., Inc.-Experience in installation of water main pipeline (3) projects within 5 years

1) Stockton Boulevard Water main Replacement

Water Transmission Main Installation

24" Pipe, 5,150 LF

Mortar Lined and Coated steel pipe

\$2,116,932, 170 working days

234 days of performance, 30 days extension by C/O, 34 days non-chargeable

City of Sacramento Dept. of Utilities, 1395 35<sup>TH</sup> Avenue, Sacramento, CA 95822 (916) 808-1438

Michelle Carey, P.E. (916) 808-1438

2) 45<sup>th</sup> Street Water Transmission Main Replacement

Water Transmission Main Installation

24" Pipe, 2,095 LF

Ductile Iron Pipe

\$730,810, 115 calendar days

132 days of performance-17 days of non-chargeable

City of Sacramento Dept. of Utilities, 1395 35<sup>TH</sup> Avenue, Sacramento, CA 95822 (916) 808-1725

Brett Ewart, P.E. (916) 808-1725

3) Woodrose Way, Timburr Lane, Star Drive and Hollydale Road Watermain Replacement

Water Main Installation

4", 6" and 8" pipe. 4,600 LF

Ductile Iron pipe and PVC pipe

\$804,881.50, 145 Calendar Days

145 days of performance

Nevada Irrigation District, 1036 W. Main Street, Grass Valley, CA 95945 (530) 477-2646

Tonia Tabucchi Herrera, P.E. (530) 273-9589

KNOW ALL MEN BY THESE PRESENTS,

That we, T & S Construction Co., Inc.

as Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut and duly licensed to become a 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) Price 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 21, 2011**, for the Work specifically described as follows:

**CURTIS PARK WATER MAIN REPLACEMENT PROJECT**  
(PN: Z14010051) (B123331010)

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 Obligor and judgment is recovered, the Surety shall pay all costs incurred by the Obligor 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 15th day of September, 2011.

T & S Construction Co., Inc.  
PRINCIPAL Seal  
By: *Arthur T. Spinella*  
ARTHUR T. SPINELLA  
Title: VICE PRESIDENT

Travelers Casualty and Surety Company of America  
SURETY Seal  
By: *Jana B. Pilgard*  
Jana B. Pilgard, Attorney in Fact  
Title  
Buschmann, Buschmann & Laux Surety Insurance Services LLC  
Agent Name and Address  
300 Harding Blvd., Suite 114, Roseville, CA 95678  
Joel Buschmann 1-916-782-6637  
Agent Phone #  
Art Oliver 1-916-852-5267  
Surety Phone #  
CA License #0G13571  
California License #

**ACKNOWLEDGMENT**

State of California  
County of Placer )

On September 15, 2011 before me, Kathy Rangel, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Kathy Rangel

(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223073

Certificate No. 003988178

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert D. Laux, Joel J. Buschmann, Dona Lisa Buschmann, Susan Fournier, Jana B. Pilgard, and Kathy Rangel

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of November, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 29th day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of September, 20 11.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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 21, 2011**, for the Work specifically described as follows:

**CURTIS PARK WATER MAIN REPLACEMENT PROJECT**  
(PN: Z14010051) (B123331010)

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 #

# **Attachment C**

**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.

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.

- 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 ESBD 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:

# **Attachment D**

**CITY OF SACRAMENTO SUBCONTRACTOR AND ESBE PARTICIPATION VERIFICATION**

To be eligible for award of this contract, the bidder shall list any business entity used to attain the ESBD goal. Additionally, all other subcontractors who perform work, labor or render service in an amount in excess of one-half (0.5) of one percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontracted value exceeds one-half (0.5) percent of one percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work/services listed. The inclusion of false information will render the bid non-responsive. READ THE ABOVE REQUIREMENT CAREFULLY.

Name of Prime Contractor: <i>AS Construction Co., Inc.</i>		Total Estimated Bid Amount: \$ <i>3,495,186</i>	DATE: <i>September 21, 2011</i>
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE <small>** (subject to verification)</small>	Items of work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work/Service Provided
<i>Sierra Traffic Markings Inc. 3139 Switzer Road Loomis, CA 95650 SBE # 32804</i>	<i>SBE</i>	<i>Striping</i>	<i>7,990.00</i>
<i>Trench &amp; Traffic Supply Inc. 2175 Acoma Street SACRAMENTO, CA. 95815 SBE # 30374</i>	<i>SBE</i>	<i>Shoring + Pipe Materials</i>	<i>300,000.00</i>
<i>Sacramento Transfer Inc. 17825 Gadsby Court ELK GROVE, CA. 95758 SBE # 32106</i>	<i>SBE</i>	<i>AG, Gravel, Dirt, Trucking</i>	<i>425,000.00</i>

**\*\*CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING**

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

# **Attachment E**



Department of  
**General Services**  
BUILDING GREEN · BUYING GREEN · WORKING GREEN

**TRENCH & TRAFFIC SUPPLY INC - #34494**

SUPPLIER PROFILE			
Legal Business Name	TRENCH & TRAFFIC SUPPLY INC		
Doing Business As	TRENCH & TRAFFIC SUPPLY INC		
Address	PO BOX 2894 CARMICHAEL, CA 95609	Phone	(888) 920-3304
		FAX	(888) 920-3305
Email	<a href="mailto:jwt@flagger.info">jwt@flagger.info</a>		
Web Page	<a href="http://www.flagger.info">http://www.flagger.info</a>		
Business Types	Service Non-Manufacturer		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	equipment rental leasing n.e.c. repair shops related services construction materials n.e.c. professional equipment supplies service establishment nondurable goods		
Classifications	201433 - Pipeline service equipment 301217 - Road and railroad construction materials 401421 - Pipe 401423 - Pipe fittings 401424 - Pipe flanges 461615 - Traffic control 471015 - Water treatment and supply equipment 471218 - Cleaning equipment 551217 - Signage 721410 - Highway and road construction services		

**Active Certifications**

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Dec 7, 2009	Dec 31, 2011

**Certification History**

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Nov 24, 2008	Dec 31, 2009
SB	Expired	Dec 12, 2007	Dec 31, 2008
SB	Expired	Nov 29, 2006	Dec 31, 2007
SB	Expired	Nov 17, 2004	Oct 31, 2006
SB	Expired	Nov 17, 2003	Oct 31, 2004
SB	Denied	Oct 31, 2003	Oct 31, 2003

# Attachment F



CITY OF SACRAMENTO, CALIFORNIA  
OFFICE OF SMALL BUSINESS

EMERGING AND SMALL BUSINESS DEVELOPMENT PROGRAM

## SMALL BUSINESS CERTIFICATION

EFFECTIVE THIS DATE: NOVEMBER 30, 2009

# TRENCH & TRAFFIC SUPPLY, INC.

IS CERTIFIED AS A SMALL BUSINESS ENTERPRISE

EXPIRATION: 11/30/2012

CITY CERTIFICATION NUMBER: 30374

The City Sacramento defines a Small Business Enterprise (SBE) as a commercially functioning firm, that is independently owned and operated, not dominant in its field of operations; has its principal office located in California; has its owners and officers domiciled in California; together with its affiliates, is either a service, construction, or non-manufacturer that has 100 or fewer employees; with average annual gross receipts not exceeding twelve million dollars (\$12,000,000) over the previous three (3) tax years; or, a manufacturer that has 100 or fewer employees, in addition to meeting eligibility requirements for a SBE, an Emerging Business Enterprise (EBE) classification is based on the firm's total gross receipts over a three (3) year period, within defined industry-specific thresholds.

*CONGRATULATIONS! ON YOUR EFFORTS TO CONDUCT BUSINESS WITH THE CITY  
AND PARTICIPATE IN THE LOCAL ECONOMIC DEVELOPMENT OF OUR REGION.*

THIS CERTIFICATE ISSUED BY:

ECONOMIC DEVELOPMENT DEPARTMENT  
915 I STREET, SACRAMENTO, CA 95814  
(916) 808-7500 WWW.CITYOFSACRAMENTO.ORG/ESBD

CHARLOTTE A. BROUSSARD  
CERTIFYING OFFICER  
ISSUE DATE: 11/30/2009

# **Attachment G**

**BizNet Profile: TRENCH & TRAFFIC SUPPLY, INC**

<b>Registration/NbR:</b> 30374 <b>Prime SIC:</b> 3499 <b>Prime NIGP:</b> 55078
<b>Name:</b> TRENCH & TRAFFIC SUPPLY, INC
<b>Business Description:</b> PROFESSIONAL EQUIPMENT SUPPLIES & SERVICES, RENTAL LEASING, CONSTRUCTION PRODUCTS MATERIALS, REPAIR SHOP, TRAFFIC CONTROL, SHORING, SIGNS, STEEL PLATES, PIPE TESTING, SAFETY EQUIPMENT & PRODUCTS, PIPELINE MATERIALS
<b>Street:</b> P.O. BOX 2894
<b>City:</b> CARMICHAEL <b>State:</b> CA <b>Zip:</b> 95609
<b>County:</b>
<b>Phone:</b> (916) 920-3304 <b>Fax:</b> (916) 920-3305
<b>E-mail:</b> <a href="mailto:jwt@flagger.info">jwt@flagger.info</a>
<b>Work Location:</b>
<b>County:</b>
<b>Contact:</b> JAMES W. TOWNSEND, PRESIDENT
<b>Ethnic Group:</b> Caucasian
<b>Gender:</b> Male
<b>Certificaton Status:</b>
<b>Sacramento Certification:</b> SBE <b>State Certification:</b> MICR <b>DBE Certification:</b> OBE
<b>Sacramento Cert. Expires:</b> 11/30/2012 <b>California Cert. Expires:</b> 12/31/2009 <b>DBE Cert. Expires:</b>
<b>Additional SIC and NIGP:</b>
<b>2nd SIC:</b> 3531 <b>3rd SIC:</b> 5039 <b>4th SIC:</b> 7359 <b>5th SIC:</b> 5087 <b>6th SIC:</b> 3317 <b>7th SIC:</b> 3084 <b>8th SIC:</b> 5049
<b>2nd NIGP:</b> 89064 <b>3rd NIGP:</b> 96169 <b>4th NIGP:</b> 67053 <b>5th NIGP:</b> <b>6th NIGP:</b> <b>7th NIGP:</b> <b>8th NIGP:</b>

**NOTE:**  
OBE stands for Other Business Enterprise indicating that the firm is not certified.

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# **Attachment H**



**Trench & Traffic Supply**

2175 Acoma Street  
 Sacramento, CA 95815  
 Phone: (888) 920-3304  
 Fax: (888) 920-3305

**Please Remit Payments to:**

P.O. Box 2894  
 Carmichael, CA 95609

Please visit our website at [www.flagger.info](http://www.flagger.info)

100095

(415) 822-3700

**BILL TO:**

RANGER PIPELINES INC.  
 1790 YOSEMITE AVE  
 P.O. BOX 24109  
 SAN FRANCISCO, CA 94124

**SHIP TO:**

RANGER PIPELINES INC.  
 Q ST  
 SACRAMENTO, CA

CONTRACT / INVOICE #	INVOICE# TT004211 PG 1
DATE AND TIME IN	09/08/2006
DATE AND TIME OUT	09/08/2006 08:50
CHARGED DAYS	

WRITTEN BY DG	CHECKED BY	CONTACT	JOB #
JOB PHONE #	DRIVER'S INITIALS	P.O. #	SALES TAX SAC CNTY .5000%

QUANTITY	MODEL NUMBER	DESCRIPTION	MINIMUM CHARGE / TIME	RATES			AMOUNT
				PER DAY	PER WEEK	PER MONTH	
***** Sales Items *****							
3	NONINVRET	24" FLANGED END	4660.00				13980.00
780	NONINVRET	20' SECTION OF 24"	11.00				8580.00
1	NONINVRET	TTS MARKUP	729.25				729.25

MERCHANDISE	23289.25
SALES TAX	1748.40
<b>** CONTRACT TOTAL (CHARGED TO AR)</b>	<b>25037.65</b>

"PUT A SHAMROCK ON YOUR JOB"

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS ON THE REVERSE SIDE.



**Trench & Traffic Supply**

2175 Acoma Street  
 Sacramento, CA 95815  
 Phone: (888) 920-3304  
 Fax: (888) 920-3305

**Please Remit Payments to:**

P.O. Box 2894  
 Carmichael, CA 95609

Please visit our website at [www.flagger.info](http://www.flagger.info)

100000 (916) 386-6800

**BILL TO:**

TEICHERT CONST. - SACRAMENTO  
 8811 KIEFER BLVD  
 P.O. BOX 15144  
 SACRAMENTO, CA 95851-0144

**SHIP TO:**

TEICHERT CONST. - SACRAMENTO  
 8811 KIEFER BLVD  
 P.O. BOX 15144  
 SACRAMENTO, CA 95851-0144

CONTRACT / INVOICE #	TT016149 PG 1
DATE AND TIME IN	07/05/2010
DATE AND TIME OUT	07/05/2010 11:01
CHARGED DAYS	

WRITTEN BY JT	CHECKED BY	CONTACT MIKE	JOB # 11-3590
JOB PHONE #	DRIVER'S INITIALS	P.O. #	SALES TAX SAC 7.7500%

QUANTITY	MODEL NUMBER	DESCRIPTION	MINIMUM CHARGE / TIME	RATES			AMOUNT
				PER DAY	PER WEEK	PER MONTH	
***** Sales Items *****							
1	NONINVRET	36"CCP 1057.74	74041.80				74041.80
1	NONINVRET	36"CCP 639.18	44742.60				44742.60
2	NONINVRET	6" FLANGED OUTLET BLOE	1050.00				2100.00
1	NONINVRET	6" FLANGED OUTLET BLOE	1050.00				1050.00
2	NONINVRET	2" FLANGED OUTLET AVAR	425.00				850.00
1	NONINVRET	24" FLANGED OUTLET BF,	3900.00				3900.00
1	NONINVRET	SURCHARGE	5067.37				5067.37

MERCHANDISE	131751.77
SALES TAX	11528.28
** CONTRACT TOTAL (CHARGED TO AR)	143280.05

"PUT A SHAMROCK ON YOUR JOB"

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS ON THE REVERSE SIDE.



**Trench & Traffic Supply**

2175 Acoma Street  
 Sacramento, CA 95815  
 Phone: (888) 920-3304  
 Fax: (888) 920-3305

**Please Remit Payments to:**

P.O. Box 2894  
 Carmichael, CA 95609

Please visit our website at [www.flagger.info](http://www.flagger.info)

100000 (916) 386-6800

**BILL TO:**

TEICHERT CONST. - SACRAMENTO  
 8811 KIEFER BLVD  
 P.O. BOX 15144  
 SACRAMENTO, CA 95851-0144

**SHIP TO:**

TEICHERT CONST. - SACRAMENTO  
 8811 KIEFER BLVD  
 P.O. BOX 15144  
 SACRAMENTO, CA 95851-0144

CONTRACT	INVOICE#	TT016329 PG 1
/INVOICE #		
DATE AND TIME IN	07/20/2010	
DATE AND TIME OUT	07/20/2010 06:44	
CHARGED DAYS		

WRITTEN BY JT	CHECKED BY	CONTACT MIKR	JOB # 11-3590
JOB PHONE #	DRIVER'S INITIALS	P.O. #	SALES TAX SAC 7.7500%

QUANTITY	MODEL NUMBER	DESCRIPTION	MINIMUM CHARGE / TIME	RATES			AMOUNT
				PER DAY	PER WEEK	PER MONTH	
***** Sales Items *****							
1	NONINVRET	36"CCP 140.28'X70.00	9819.60				9819.60
1	NONINVRET	36"CCP 199.99'X70.00	13999.30				13999.30
1	NONINVRET	2" FLANGED OUTLET AVAR	425.00				425.00
1	NONINVRET	SURCHARGE	969.76				969.76

MERCHANDISE	25213.66
SALES TAX	2206.20
<b>** CONTRACT TOTAL (CHARGED TO AR)</b>	<b>27419.86</b>

"PUT A SHAMROCK ON YOUR JOB"

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

# **Attachment I**



# **Attachment J**

# T & S CONSTRUCTION CO., INC.

6108 HEDGE AVENUE  
SACRAMENTO, CALIFORNIA 95829  
PHONE 916-381-3052  
FAX 916-387-1861

10-18-11A09:58 RCVD

10/18/2011

Regarding: Requested S.B.E. Shoring/ Pipe Materials Curtis Park W.M.R.P.

Dear Mr. Barnes, P.E.,

For your information: T&S Construction plans on using / listed on form 440 Trench & Traffic Supply Inc. for their rental of shoring equipment and purchase of pipe materials for the Curtis Park Water Main Replacement Project. This information furnished from T&S to the City of Sacramento is private proprietary bid information and deemed production cost information that T&S used in formulating their Curtis Park bid.

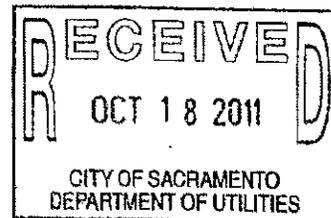
Shoring Equipment: \$7,200.00

Pipe Materials: \$292,800.00

\$300,000.00 is the total estimated dollar value of shoring rental and pipe material purchase; that T & S plans on paying for out of their Curtis Park Water Main Replacement Project bid.



Art Spinella  
T & S Construction Co., Inc.



February 15, 2012

~Sent Via Email and Certified Mail~

UNIVERSITY OF THE  
**PACIFIC**  
McGeorge School of Law

City of Sacramento  
915 I Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814  
**Attention: Paul Barnes, P.E.**  
**Joe Robinson, Esq.**

The Law Offices of Deon R. Stein  
885 University Avenue  
Sacramento, CA 95825  
**Attention: Deon R. Stein, Esq.**

Institute for  
Administrative Justice

Florez Paving  
4000 24<sup>th</sup> Street  
Sacramento, CA 95822  
**Attention: Sam Florez, President**

3200 Fifth Avenue  
Sacramento, CA 95817  
www.mcgeorge.edu  
Tel 916.739.7049  
Fax 916.669.3005

Atkinson, Andelson, Loya, Ruud Romo  
2485 Natomas Park Drive, Suite 240  
Sacramento, CA 95833  
**Attention: Michael A. Cable, Esq.**

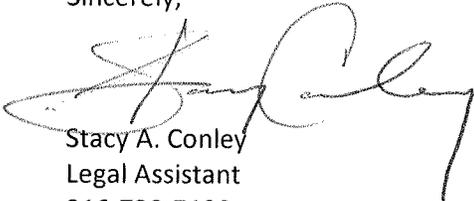
T&S Construction Co, Inc.  
6108 Hedge Avenue  
Sacramento, CA 95829  
**Attention: Arthur Spinella, Vice President**

**RE: Curtis Park Water Main Replacement Project Decision**  
**IAJ Case No. SACBP121411-1**

To all parties:

Enclosed please find a decision from Hearing Officer Vincent Pastorino regarding the Curtis Park Water Main Replacement Project. The bid protest hearing took place on January 4 and 13, 2012. If you have any questions, please contact me at the number below.

Sincerely,



Stacy A. Conley  
Legal Assistant  
916-739-7190

**Enclosure**

INSTITUTE FOR ADMINISTRATIVE JUSTICE  
UNIVERSITY OF THE PACIFIC  
McGEORGE SCHOOL OF LAW  
3200 Fifth Avenue  
Sacramento, CA 95817  
Telephone: (916) 739-7049

**CITY OF SACRAMENTO**

**BID PROTEST HEARING  
CURTIS PARK WATER MAIN REPLACEMENT PROJECT**

In the matter of:	)	Case No.: SACBP121411-1
	)	
FLOREZ PAVING,	)	<b>DECISION ON ADMINISTRATIVE</b>
Protesting Bidder,	)	<b>APPEAL WITH FINDINGS OF</b>
	)	<b>FACT AND RECOMMENDED</b>
vs.	)	<b>DETERMINATION</b>
	)	
T&S CONSTRUCTION CO., INC.,	)	
Protested Bidder,	)	
and	)	
	)	
CITY OF SACRAMENTO,	)	
Awarding Agency.	)	
_____		

**I. INTRODUCTION**

The bid protest by Florez Paving (Florez) concerning the City of Sacramento's proposed award of the Curtis Park Water Main Replacement Project, PN: Z14010051, to T&S Construction Co., Inc. (T&S), was heard before Vincent L. Pastorino, Hearing Examiner for the Institute for Administrative Justice, University of the Pacific's McGeorge School of Law, on January 4 and 13, 2012, in Sacramento, California.<sup>1</sup>

**II. APPEARANCES**

Attorney Deon R. Stein appeared on behalf of the protesting bidder, Florez. Also present on behalf of Florez were Sam Florez, Roger Florez, and office manager Lissette Agramonte. Attorney Michael Cable appeared on behalf of the protested bidder, T&S. Also present on behalf of T&S were Arthur Spinella, owner; Anthony Spinella, project manager; and Robin Creger,

---

<sup>1</sup> The impartial hearing examiner was appointed pursuant to Sacramento City Code section 3.60.520.

consultant. Senior deputy city attorney Joe Robinson appeared on behalf of the awarding agency, City of Sacramento (City). Also present on behalf of the City was Paul Barnes, P.E., project manager and senior engineer, and Chris Powell, utilities construction coordinator. Each party submitted documentary evidence and written argument. Testimony was received from Noreen James, City administrative technician; Ms. Agramonte; Sean Sutterer, estimator at HD Supply Waterworks; Sam Florez; John Harrah, president of Trench & Traffic Supply, Inc. (Trench & Traffic); Mr. Barnes; Arthur Spinella; and Mr. Creger. Each party presented oral closing argument and the matter was then submitted for decision.

### **III. JURISDICTION AND SCOPE OF REVIEW**

Section 3.60.520 of the Sacramento City Code (SCC) sets forth the procedures for bid protest hearings before a hearing examiner appointed by the city council. The protesting bidder has the burden of showing the existence of all facts necessary to support the bid protest. The hearing examiner shall issue a written decision that includes findings of fact and a recommended determination of the bid protest based on those findings of fact. Section 3.60.530 provides that after the hearing examiner issues a decision, the city council shall consider the protest at a public meeting. The council may hear the bid protest as part of the council's consideration of the award of the contract to which the bid relates, or it may hear the bid protest as a separate item. Section 3.60.540 states that "the scope of the bid protest considered by the city council shall be limited to the issues and evidence set forth in the bid protest," and the section lists various procedures that the City may exercise, in its discretion, before taking final action on the bid protest.

### **IV. ISSUE PRESENTED FOR HEARING**

Did T&S fail to meet the 20% ESBE participation level requirement by relying on its listing of Trench & Traffic as a pipeline material supplier?

### **V. BACKGROUND**

On September 21, 2011, T&S submitted its bid package in response to the Request for Proposals (RFP) issued by the City for the Curtis Park Water Main Replacement Project (Project). The RFP specified a minimum 20% emerging and small business enterprise (ESBE) participation goal. Bidders were required to use form FM 440 to list their emerging business enterprise (EBE) and small business enterprise (SBE) subcontractors (collectively referred to as ESBEs), if any, used to reach the 20% participation goal.

The total bid amount by T&S was \$3,495,186. T&S listed three SBEs on its FM 440, and listed the total estimated dollar value of the work or service of the SBEs as \$732,990—equivalent to 20.97% of the total bid amount. Trench & Traffic was one of the listed SBEs. T&S's FM 440 specifies "shoring & pipe materials" as the work subcontracted or materials to be provided by Trench & Traffic, at an estimated dollar value of \$300,000. (City Ex. D.)

By letter dated October 6, 2011, the City's Department of Utilities recommended that the contract be awarded to T&S. Florez filed the present bid protest on October 13. Florez had been the second lowest bidder, at \$3,535,982.00. In its October 13 protest letter, Florez asserted that "collusion" existed between T&S and Trench & Traffic to meet the 20% ESBE participation goal

and that Trench & Traffic was not a “pipeline material” supplier. Consequently, according to Florez, Trench & Traffic was not performing a “commercially useful function,” but instead was acting merely as a “pass through” entity. Florez concluded that T&S should therefore not receive ESBE credit for the \$300,000 listed for Trench & Traffic, and that T&S had thus failed to meet the 20% ESBE participation goal. (City Ex. A.)

Department of Utilities staff investigated Florez’s bid protest contentions, as required by SCC section 3.60.510. By letter to Mr. Barnes, dated October 18, 2011, Arthur Spinella confirmed that T&S planned on using Trench & Traffic for their rental of shoring equipment and purchase of pipe materials. Mr. Spinella represented that the \$300,000 estimate for Trench & Traffic listed on the FM 440 consisted of \$7,200 for shoring equipment rental and \$292,800 for pipe materials. During its investigation, the City also determined the following:

- Trench & Traffic is listed by the State of California Department of General Services as a certified small business that supplies, among other things, pipe, pipe fittings, pipe flanges, and pipeline service equipment. (City Ex. E.)
- Trench & Traffic is listed by the City as a certified SBE supplying, among other things, pipeline materials and shoring equipment. (City Ex. F, G.)
- Trench & Traffic has provided pipe materials to other contractors on past projects, as verified by several invoices. (City Ex. H.)
- Department staff, at a site visit to the business address of Trench & Traffic, concluded that the business has a physical location and yard indicative of a construction supply business that includes pipe materials. (City Ex. I.)

On the basis of the above, the City concluded there was no basis to determine that Trench & Traffic is not a legitimate small business supplier for pipe materials. The City further concluded that T&S’s bid should be given 100% ESBE participation credit for the cost of acquiring pipe materials and shoring equipment from Trench & Traffic as a State-certified small business and a City-certified SBE supplier for those items.

Florez requested that the matter be set for hearing, and the hearing was held on January 4 and 13, 2012.

## **VI. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

### **A. Applicable Standards for Determining Commercially Useful Function**

The RFP contained a 3-page document entitled ESBE Requirements. (City Ex. C.) The parties disagree as to whether the standard for commercially useful function set forth in the ESBE Requirements is the only standard applicable to this RFP. Florez asserts that in addition to the standards set forth in the ESBE Requirements, certain provisions found in the California Government Code (Government Code), in a State Administrative Manual (SAM) management

memo, and in various publications by California's Department of General Services (DGS) must also be considered. The City asserts that those State standards have been adopted by the City for determining ESBE certification, but those State standards do not apply to the City's definition of commercially useful function and are not binding on the City for that purpose. Instead, according to the City, the only standard applicable to the commercially useful function test in the present case is the standard set forth in the ESBE Requirements.

Section III(B) of the ESBE Requirements states:

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.

Section III(C-F) of the ESBE Requirements describes how a bidder's ESBE credit is computed for materials and supplies in transactions involving ESBE bidders, suppliers, truckers, or subcontractors listed on the FM 440. With regard to suppliers, section III(D) states:

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 [FM 440].<sup>2</sup>

Sections V(A) and V(B) of the ESBE Requirements mention the certification standards for EBEs and SBEs. Section V(A) states that "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." Section V(B) states the same regarding EBE certifications.

Government Code section 14837 sets forth definitions applicable to the DGS. Subdivision (d) of section 14837 defines the terms "small business" and "microbusiness." Section 14837(d)(4) states:

Standards applied under this subdivision ... shall provide that the certified small or microbusiness shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a commercially useful function, as defined below:

- (A) A certified small business or microbusiness is deemed to perform a commercially useful function if the business does all of the following:
  - (i) (I) Is responsible for the execution of a distinct element of the work of the contract.

---

<sup>2</sup> With regard to subcontractors, section III(F) states that "to receive credit for an ESBE subcontractor, the subcontractor must be listed on the bidder's ...[FM 400].... The dollar value listed for a subcontractor on the ...[FM 440]... shall not include any amount to be paid to the subcontractor for the cost of materials or supplies." Thus, section III makes a distinction between vendors/suppliers and subcontractors in the credit computation method.

- (II) Carries out its obligation by actually performing, managing, or supervising the work involved.
- (III) Performs work that is normal for its business services and functions.

(ii) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

(B) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or microbusiness participation.

Because of the reference to "standards applied under this *subdivision*," e.g. subdivision (d) of Government Code section 14837, the above-quoted portion from section 14837(d)(4)(A) and (B) could reasonably be interpreted as being part of the standards applied under subdivision (d) for defining a small business. It is noteworthy that those same standards set forth in section 14837(d)(4)(A) and (B) are reflected on page 4, part 7, of DGS's Small Business and DVBE Certification Application. (Florez Ex. 8). Part 7 of the DGS certification application is entitled "Commercially Useful Function" and asks a series of yes/no questions based on the standards listed in section 14837(d)(4)(A) and (B). However, nothing on the DGS certification application implies that a yes or no answer would be determinative of whether the business meets small business certification requirements.

In summary, the City's own certification standards for SBEs incorporate State of California criteria and standards for certifying SBEs. It is unclear whether those State certification standards include the definition of commercially useful function set forth in Government Code section 14837(d)(4). However, even if the specific language in those State standards is not binding on the City for purposes of determining commercially useful function, that language is still helpful in the present case as a practical reference. For example, given the scope of the Department of Utilities' bid protest investigation described above, the City appears to agree that to qualify for ESBE credit, the SBE must be performing work that is normal for its business services and functions. That requirement is stated in section 14837(d)(4)(A)(i)(III), but it is absent from the ESBE Requirements. Accordingly, when evaluating the meaning of the term "commercially useful function" as used in the RFP, the Hearing Examiner will consider the definition in the ESBE Requirements as well as the criteria set forth in section 14837(d)(4).<sup>3</sup>

## **B. Substantive Contentions of the Protesting Bidder**

### **1. Overview**

The essence of Florez's bid protest is that T&S should not receive ESBE credit for Trench

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<sup>3</sup> The Hearing Examiner will not elaborate on materials submitted by Florez from the State Administrative Manual and DGS publications. For purposes of the analysis in this Decision, the substance of those materials is adequately reflected in the above-referenced provisions of Government Code section 14837.

& Traffic's designated work as a pipe materials supplier because Trench & Traffic is not performing a commercially useful function as defined by the ESBE Requirements and further defined in Gov Code section 14837(d)(4). Florez's arguments as to why Trench & Traffic is not performing a commercially useful function as a pipe materials supplier can be summarized as follows: (1) supplying pipe materials is not work that is normal for Trench & Traffic's business services and functions [Government Code section 14837(d)(4)(A)(i)(III)]; (2) Trench & Traffic is not responsible for the execution of a distinct element of the work of the contract and will not actually perform, manage, or supervise the work involved [ESBE Requirements section III(B), Government Code section 14837(d)(4)(A)(i)(I and II)]; and (3) Trench & Traffic's role in supplying pipe materials is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of ESBE participation [Government Code section 14837(d)(4)(B)].

## 2. Analysis

Each of the above contentions will now be addressed.

### *Does Trench & Traffic's normal work as an SBE include supplying pipe materials?*

As stated above, Trench & Traffic is listed by DGS as a certified small business that supplies, among other things, pipe, pipe fittings, pipe flanges, and pipeline service equipment. Trench & Traffic is listed by the City as a certified SBE, supplying, among other things, pipeline material and shoring equipment. Trench & Traffic has provided pipe materials to other contractors on past projects, as verified by invoices presented at the hearing. In addition, Department of Utilities staff made a site visit and concluded that the business has a physical location and yard indicative of a construction supply business, and that conclusion is supported by photographic evidence.

Florez asserts that in spite of the above, Trench & Traffic is not a legitimate pipe materials supplier. Florez states that although DGS and City web pages indicate that Trench & Traffic's business activities include pipe supplier, those agencies do nothing to verify whether Trench & Traffic or any other business actually engages in its listed activities. Ms. Agramonte demonstrated in her testimony that she could change listed activities for Florez simply by logging onto Florez's account on the agency's website.

Florez also points to several business publications that include listings authorized by Trench & Traffic. Those listings describe Trench & Traffic's business activities, and none of those activities includes supplying pipe. In addition, Florez states that it has regularly rented shoring materials from Trench & Traffic on projects where Trench & Traffic would have known that Florez would also be purchasing and using significant amounts of pipe. Yet, in the many years it has done business with Trench & Traffic, the company has never indicated to Florez that it sells pipe materials. Next, Florez asserts that if Trench & Traffic was legitimately in the business of supplying pipe, it would have stockpiles of pipe in its yard. Instead, unlike other pipe suppliers in the area, Trench & Traffic has little or no inventory of pipe.

Finally, Florez asserts that if Trench & Traffic were a legitimate pipe supplier, its owner or

employees would know something about pipe and be able to read a list of project specifications and recommend the types and amounts of pipe that would be needed for the job. Mr. Sutterer, an estimator at HD Supply Waterworks, testified that when he submits pipe supply bids to contractors who are bidding on various projects, he takes the project specifications and uses his expertise to determine what specific types of pipe will be needed and in what amounts—a procedure known as “take-offs.” In those situations, the contractor is relying on the expertise of the pipe supplier. When Trench & Traffic’s president, Mr. Harrah, was questioned about the types of pipe listed on his own invoices, he showed no special knowledge about pipe and was unable to explain some of the abbreviations used to identify and describe the pipe.

The evidence showed that Trench & Traffic’s primary work involves providing shoring materials and traffic controls for trench and underground pipeline projects. Government Code section 14837(d)(4)(A)(i)(III) does not limit the term “normal” work to include only the primary work of a business, and neither does it specify that “normal” work must represent some threshold percentage of the total work or income of a business. Similarly, section III(D) of the ESBE Requirements does not state a quantified standard or any other sort of specific test for determining whether an ESBE is a “vendor of supplies or materials,” e.g., a supplier. Moreover, neither Government Code section 14837 nor the ESBE Requirements specify that vendors or suppliers must have some particular level of expertise regarding the products they are supplying to primary contractors.

The evidence also shows that Trench & Traffic has supplied pipe to contractors on at least a few prior projects. In addition, supplying pipe is not so far afield from Trench & Traffic’s primary business activities that one would question on that basis whether it was a legitimate supplier. Its primary business involves trenches—trenches that contain pipes. Unlike larger companies that supply pipe, Trench & Traffic maintains only a minimal inventory, and often no inventory, of pipe. However, as Mr. Harrah explained, Trench & Traffic is a small business. He stated that larger companies have a competitive advantage by maintaining large inventories of pipe, as the pipe is readily available to contractors or for trade/exchange with other pipe suppliers. However, as explained by Mr. Harrah, maintaining such inventories requires money and space. He stated that Trench & Traffic may not have the resources to compete with larger companies in that regard, but its lack of inventory does not prevent it from being able to order pipe from manufacturers or other sources and coordinate the delivery of that pipe directly to a job site.

Finally, as mentioned above, Mr. Harrah does not show a level of expertise approaching that of Mr. Sutterer’s concerning pipe in general; nor is he able to create take-offs by reading technical specifications for a project, formulating a list of the types and quantities of pipe needed for the job, and submitting such lists to potential prime bidders. However, that lack of expertise does not disqualify Trench & Traffic from being a legitimate pipe supplier for purposes of ESBE requirements. As T&S explained at the hearing, not all prime bidders would want to rely on such an approach, preferring instead to use their own expertise to decide what types and amounts of pipe and related materials are needed, and then telling the potential vendors what is needed.

Accordingly, the Hearing Examiner finds that Trench & Traffic’s normal work as an SBE includes supplying pipe materials.

***Will Trench & Traffic be responsible for the execution of a distinct element of the work?***

Section III(B) of the ESBE Requirements states that to receive credit for participation, an ESBE 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. Government Code section 14837(d)(4)(A)(i)(I and II) reflects those same requirements.

T&S's bid shows that the project would require the purchase and installation of significant amounts of piping, gate valves, hydrants, and other various fittings and hardware. Among other types of pipeline work, T&S's bid included an estimate of \$1,488,000 for purchasing and installing 24,000 linear feet of 8-inch diameter pipe and \$261,375 for 3,075 feet of 12-inch diameter pipe that would meet the specifications for the Project. (City Ex. B.) Mr. Spinella referred to the above 27,075 feet of pipe as the "mainline pipe" for the Project. He testified that Trench & Traffic would be responsible for supplying that mainline pipe at an estimated cost of \$292,800.

Providing pipe is a distinct element of the work required for the Project, as there can be no pipeline without pipe. Trench & Traffic would be responsible for performing the work of supplying most or all of the mainline pipe and having that pipe delivered to the jobsite. Florez has argued, and it is true, that Trench & Traffic did not formulate "take-offs," will not be storing pipe at its own facility, and may not have expertise in the characteristics of the pipe it is supplying. However, none of the standards set forth in the ESBE Requirements or Government Code section 14837 concerning commercially useful function would require those latter activities or expertise.

The Hearing Examiner finds that Trench & Traffic would be responsible for the execution of a distinct element of the work of the contract and would carry its responsibility by actually performing, managing, or supervising the work of supplying pipe.

***Will Trench & Traffic be acting merely as a "pass through"?***

Florez asserts that Trench & Traffic's role in supplying pipe materials is limited to that of a "pass through," contrary to the standards for commercially useful function set forth in the Government Code. Section 14837(d)(4)(B) states that a supplier will not be considered to perform a commercially useful function if the supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business participation.

Section III(D) of the ESBE Requirements specifically addresses "suppliers," and states that 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. There are no further requirements stated for ESBE suppliers, other than the previously discussed requirement in section III(B) that any ESBE, including a supplier, must be responsible for a distinct element of the work and must carry its responsibility by actually performing, managing, or supervising the work.

Florez points to several factors as to why Trench & Traffic is adding no value to the contract bid and should be regarded as merely an entity that would pass through funds from T&S to a pipe manufacturer or some other non-ESBE pipe supplier. Florez again argues that Trench & Traffic offers little or no expertise with pipe, lacks the ability to formulate take-offs or other recommendations from the Project's technical specifications, maintains no meaningful amount of inventory in the event shortages or other complications arise, and has no expertise to offer in the event that complications arise at the jobsite. Florez further states that T&S could have purchased the pipe directly from a manufacturer or more sophisticated supplier at lower cost, and also points out that T&S is not using Trench & Traffic to supply all of the pipe, but only enough pipe to reach the dollar amount needed for 20% ESBE participation.

The Hearing Examiner has already considered Trench & Traffic's lack of expertise and inventory compared to larger suppliers. Section III(B) of the ESBE Requirements confers a 100% credit to the amount paid to the supplier for "the materials or supplies." It says nothing about a supplier's having to provide expertise or other services in order to obtain a 100% participation credit. Thus, the fact that other suppliers may have more expertise or inventory does not disqualify Trench & Traffic from being able to do work as a supplier that adds value to the contract bid. In his testimony, Mr. Harrah showed that his role as the supplier would include finding out what T&S needs and when they need it at the jobsite, purchasing the pipe from the pipe company, arranging for timely delivery, and visiting the jobsite to check on and handle matters such as whether delivery is on time and whether the pipe has any defects. He testified that pipe gets delivered in stages as the job proceeds, and sometimes production of the pipe can be slow. In those instances, it is his responsibility to deal with the pipe company.

Regarding Florez's other contentions, testimony by Mr. Spinella and Mr. Creger showed that T&S could indeed have purchased the mainline pipe directly from a manufacturer or a large vendor at less cost than by using Trench & Traffic. To keep its competitive bid as low as feasible, T&S intentionally limited Trench & Traffic's portion of the supply obligations to the mainline piping, an amount that barely covered the 20% goal. According to Florez, this is tantamount to collusion between T&S and Trench & Traffic, and it diminishes Trench & Traffic's role to merely that of an extra participant through which funds are passed to a pipe manufacturer or other supplier in order to obtain the appearance of ESBE participation.

The record shows that the City has made a policy decision to provide enhanced opportunities for ESBEs to participate in the City's contracting and procurement activities. In furtherance of that policy, the City established a 20% minimum ESBE participation level for the Project. (ESBE Requirements, section I.) As indicated at the hearing, the City is well aware that ESBE suppliers generally will charge more for the same product or material than a larger supplier would charge. Consequently, ESBE participation can result in added cost for the City's contracted projects. The City will accept that added cost in furtherance of the ESBE program, but, as Mr. Robinson explained, it will not require or expect a prime bidder to obtain more than the percentage of ESBE participation designated in an RFP. To require otherwise would confer added costs to the City. Thus, the 20% ESBE participation requirement for the Project reflects a balance between the City's policy of providing enhanced opportunities to ESBEs and the City's interest in keeping costs low.

Accordingly, nothing in the City's ESBE policies would have required T&S to contract with Trench & Traffic for more than the \$300,000 amount designated on the FM 440, of which \$292,800 was for mainline pipe. That pipe is needed for the Project and is a distinct element of the work, irrespective of whether additional pipe, mainline or otherwise, is needed for the Project. Requiring Trench & Traffic to supply more pipe would have increased the cost of the project, to the disadvantage of the City as the awarding agency.

The Hearing Examiner sees nothing in Government Code section 14837(d)(4)(B) that is contrary to the City's approach to determining ESBE participation on this Project, including the City's stated policy in section III(D) of the ESBE Requirements conferring a 100% credit for the amount paid to an ESBE supplier for material or supplies. Having considered all of the above, the Hearing Examiner concludes that Trench & Traffic would not be acting merely as a pass through.

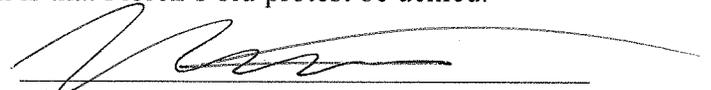
## **VII. RECOMMENDED DETERMINATION**

The Hearing Examiner has made the following findings:

1. Trench & Traffic's normal work as an SBE includes supplying pipe materials.
2. Trench & Traffic would be responsible for the execution of a distinct element of the work of the contract and would carry its responsibility by actually performing, managing, or supervising the work of supplying pipe.
3. Trench & Traffic would not be acting merely as a pass through.

Accordingly, the Hearing Examiner concludes that T&S has not failed to meet the 20% ESBE participation level requirement by relying on its listing of Trench & Traffic as a pipeline material supplier. The recommended determination is that Florez's bid protest be denied.

Dated: February 15, 2012

  
\_\_\_\_\_  
Vincent L. Pastorino, Hearing Examiner  
Institute for Administrative Justice  
Pacific McGeorge School of Law

**PROOF OF SERVICE VIA U.S. MAIL AND EMAIL**

I, Stacy Conley, declare as follows:

I am employed in the County of Sacramento, California; I am over the age of 18 years and not a party to the within action. My business address is 3455 Fifth Avenue, Sacramento, California 95817. I am readily familiar with my employer's business practice for collection and processing of correspondence for mailing with the United States Postal Service.

On February 15, 2012, I served a copy of the following document:

**DECISION ON ADMINISTRATIVE APPEAL  
WITH FINDINGS OF FACT AND RECOMMENDED DETERMINATION  
Curtis Park Water Main Replacement Project  
The Appeal of Florez Paving  
IAJ Case Number: SACBP121411-1**

on the people named below by following ordinary business practice, placing a true copy thereof enclosed in a sealed envelope for collection and mailing with the United States Postal Service where it would be deposited for first class delivery, postage fully prepaid, that same day in the ordinary course of business, addressed as follows:

City of Sacramento  
915 I Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814  
**Attention: Paul Barnes, P.E. – pbarnes@cityofsacramento.org**  
**Joe Robinson, Esq. – jrobinson@cityofsacramento.org**

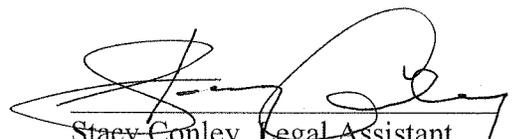
The Law Offices of Deon R. Stein  
885 University Avenue  
Sacramento, CA 95825  
**Attention: Deon R. Stein, Esq. – dstein@deonstein.com**

Florez Paving  
4000 24<sup>th</sup> Street  
Sacramento, CA 95822  
**Attention: Sam Florez, President**

Atkinson, Andelson, Loya, Ruud Romo  
2485 Natomas Park Drive, Suite 240  
Sacramento, CA 95833  
**Attention: Michael A. Cable, Esq. – mcable@aalrr.com**

T&S Construction Co, Inc.  
6108 Hedge Avenue  
Sacramento, CA 95829  
**Attention: Arthur Spinella, Vice President**

This decision was also emailed to the people above whose emails are listed. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on February 15, 2012, in Sacramento, California.

  
Stacy Conley, Legal Assistant  
Institute for Administrative Justice  
McGeorge School of Law



# CITY OF SACRAMENTO

## DEPARTMENT OF UTILITIES

ENGINEERING SERVICES DIVISION



### CONTRACT SPECIFICATIONS FOR CURTIS PARK WATER MAIN REPLACEMENT PROJECT

PN: Z14010051  
B123331010  
Engineer's Estimate: \$4,000,000

Non-Refundable Fee  
\$35.00

For Pre-Bid Information Call:

Paul Barnes  
Senior Engineer  
(916) 808-1442

No Separate Plans

Bid to be received before 2:00 PM  
**September 21, 2011**  
Historic City Hall, City Clerk's Office  
915 I Street, 1<sup>st</sup> 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-certificaiton.cfm](http://dev.cityofsacramento.org/econdev/business-open/Sub_small-business-certificaiton.cfm)

# CURTIS PARK WATER MAIN REPLACEMENT PROJECT

## TABLE OF CONTENTS

**INVITATION TO BID** .....Page 1 of 1

**ESBD PRE-BID CONFERENCE SCHEDULE**.....Page 1 of 2

**NOTICE TO CONTRACTORS** .....Page 1 of 1

**PROPOSAL FORMS (To be submitted by all Bidders as the Bid Page)**

Sealed Proposal .....Page 1 of 3

Bid Proposal Guarantee .....Page 1 of 1

Subcontractor and ESBE Participation Verification.....Page 1 of 1

Drug-Free Workplace Policy and Affidavit.....Page 1 of 1

Minimum Qualifications Questionnaire.....Page 1 of 6

Requirements of the Non-Discrimination in Employee Benefits Code.....Page 1 of 8

Construction and Demolition (C&D) Debris Recycling Requirements .....Page 1 of 2

C & D Waste Management Plan .....Page 1 of 2

C&D Debris Haulers & Facilities.....Page 1 of 1

C&D Debris Waste Log .....Page 1 of 1

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)  
/ Green Contracting Survey Voluntary.....Page 1 of 3

Guidelines for City of Sacramento Boycott of Arizona and  
Arizona-Headquartered Businesses.....Page 1 of 2

ESBE Requirements (City Contracts no Federal Funds Used) .....Page 1 of 3

**CONTRACT FORMS (Only for successful Bidder)**

Worker’s Compensation Insurance Certification .....Page 1 of 1

Agreement .....Page 1 of 16

Bonds .....Page 1 of 6

- Performance Bond
- Payment Bond
- 

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON  
PUBLIC WORKS CHAPTER 1 OF DIVISION 2 ( [HTTP://WWW.DIR.CA.GOV/DAS/DAS-10.PDF](http://www.dir.ca.gov/DAS/DAS-10.PDF) )**

**TAX FORMS (REQUIRED UPON AWARD)**

W-9 .....Page 1 of 1

CA Form 590 .....Page 1 of 1

**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](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 21, 2011** and opened at 2:00 p.m. **September 21, 2011**, or as soon thereafter as business allows, in the Hearing Room, Historic City Hall, 2nd Floor, for construction of:

#### **CURTIS PARK WATER MAIN REPLACEMENT PROJECT**

(PN: Z14010051) (B123331010)

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 CURTIS PARK WATER MAIN REPLACEMENT PROJECT**

(PN: Z14010051) (B123331010)

Copies of the contract documents are available at:

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

A non-refundable fee of \$35.00 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 21, 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 21, 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

**CURTIS PARK WATER MAIN REPLACEMENT PROJECT**  
**(PN: Z14010051) (B123331010)**

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	Preconstruction Photographs	1	LS	\$_____	\$_____
2	4-Inch Diameter Water Main, to Furnish and Install	28	LF	\$_____	\$_____
3	6-Inch Diameter Water Main, to Furnish and Install	190	LF	\$_____	\$_____
4	8-Inch Diameter Water Main, to Furnish and Install	24000	LF	\$_____	\$_____
5	12-Inch Diameter Water Main, to Furnish and Install	3075	LF	\$_____	\$_____
6	4-Inch Diameter Gate Valve, to Furnish and Install	1	EA	\$_____	\$_____
7	6-Inch Diameter Gate Valve, to Furnish and Install	5	EA	\$_____	\$_____
8	8-Inch Diameter Gate Valve, to Furnish and Install	121	EA	\$_____	\$_____
9	12-Inch Diameter Gate Valve, to Furnish and Install	16	EA	\$_____	\$_____
10	8-Inch Standard Fire Hydrant to Furnish and Install	47	EA	\$_____	\$_____
11	Existing Fire Hydrant to Remove	23	EA	\$_____	\$_____
12	1-Inch Water Service with Meter Box to Furnish and Install (Main to Meter Box)	94	EA	\$_____	\$_____

13	Hybrid Water Service w/Meter Box to Furnish and Install (Main to Front/Side Hose Bib)	314	EA	\$ _____	\$ _____
14	Hybrid Water Service w/Meter Box to Furnish and Install (Main to Rear Hose Bib)	148	EA	\$ _____	\$ _____
15	Additional 1½ -Inch Copper Water Pipe to Furnish and Install	750	LF	\$ _____	\$ _____
16	Connection to Existing Water Distribution System	18	EA	\$ _____	\$ _____
17	Water Service to Abandon	462	EA	\$ _____	\$ _____
18	1½ -Inch Schedule 40 PVC, to Furnish and Install	750	LF	\$ _____	\$ _____
19	Mains to Cap	1	LS	\$ _____	\$ _____
20	Existing Valves, Tees, Saddles & Water Mains to Remove or Abandon	1	LS	\$ _____	\$ _____
21	Water Quality, to Provide	1	LS	\$ _____	\$ _____
22	Concrete, to Remove and Replace	800	SF	\$ _____	\$ _____
23	Asphalt Concrete, to Remove and Replace	400	SF	\$ _____	\$ _____
24	Unsuitable Material, to Remove and Replace	750	TON	\$ _____	\$ _____
25	Potholes	12	EA	\$ _____	\$ _____
26	Reconnect Existing City Water Sampler	1	EA	\$ _____	\$ _____
27	Reconnect Existing City Water Meter	5	EA	\$ _____	\$ _____
28	Install Decomposed Granite	8	YD	\$ _____	\$ _____

TOTAL BID: \$ \_\_\_\_\_  
 Bring this total amount to previous page

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 **two hundred ninety (290) 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

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

**FOR CITY USE ONLY**

**TYPE OF DEPOSIT**

- Bid Bond
- Cashier/Certified Check
- 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 ZIIP 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: Z14010051 (B123331010)

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 21, 2011**, for the Work specifically described as follows:

**CURTIS PARK WATER MAIN REPLACEMENT PROJECT**  
(PN: Z14010051) (B123331010)

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

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

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

**You May . . .**

- 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](mailto: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:

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## 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	_____
Project #	_____
ESBE/SBE?	_____

Please Submit To: \_\_\_\_\_

- 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.
  - c) Electronic version available at <http://www.airquality.org/ceqa/index.shtml>
  - d) For additional questions, please call (916) 874-4892

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


City Bid Information

Company Name:  
 Contact Name:  
 Company Address:  
 City, State, ZIP:  
 Company Phone:

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) 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 ESBD 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 \_\_\_\_\_, 2011, 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:

CURTIS PARK WATER MAIN REPLACEMENT PROJECT (PN:Z14010051)

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

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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 two hundred ninety (290) 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-erectments, 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

\_\_\_\_\_

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:

**CURTIS PARK WATER MAIN REPLACEMENT PROJECT  
(PN: Z14010051) (B123331010)**

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: \_\_\_\_\_

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:

**CURTIS PARK WATER MAIN REPLACEMENT PROJECT  
(PN: Z14010051) (B123331010)**

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 \_\_\_\_\_

ORIGINAL APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
(Surety) (Seal)

By \_\_\_\_\_

Title \_\_\_\_\_

Agent Name and Address \_\_\_\_\_

Agent Phone # \_\_\_\_\_

Surety Phone # \_\_\_\_\_

California License # \_\_\_\_\_

Surety Email: \_\_\_\_\_

**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 contractor 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/](http://www.dir.ca.gov/).**

**DAS 10 (Rev. 04-02)**

## **SPECIAL PROVISIONS**

## 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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> 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 9. 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 9.

Social security number
OR
Employer identification number

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

### 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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 (or 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  SSN or ITIN  
 SOS file no.  CA corp. no.  FEIN

Address (number and street, PO Box, or P.M.B. no.) \_\_\_\_\_

Apt. no./Sta. 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 \_\_\_\_\_

**SPECIAL PROVISIONS FOR  
CURTIS PARK  
WATER MAIN REPLACEMENT PROJECT  
(PN: Z14010051)**

**Table of Contents**

**SECTION 1 - GENERAL CONSTRUCTION REQUIREMENTS**

1.01	Scope of Work .....	1-1
1.02	Specifications.....	1-1
1.03	Interpretation of Contract Documents .....	1-1
1.04	Governing Documents .....	1-2
1.05	Shop Drawings and Submittals.....	1-2
1.06	Project Signs.....	1-3
1.07	Manufacturer's Instructions.....	1-3
1.08	Equipment to be Supplied.....	1-4
1.09	Proof of Compliance with Contract .....	1-4
1.10	Construction Activity Time Schedule .....	1-4
1.11	Weekly Updates.....	1-5
1.12	Same Superintendent and Work Crew Required .....	1-5
1.13	Water Quality Control .....	1-5
1.14	Record Drawings .....	1-5
1.15	Definitions .....	1-6
1.16	Project Closeout .....	1-6
1.17	Permanent Survey Monuments .....	1-7
1.18	City Ordinance Related to Construction Work .....	1-7
1.19	Payment .....	1-7

**SECTION 2 - PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS**

2.01	Public Right-of-Way and Easements .....	2-1
2.02	Existing Utilities.....	2-1
2.03	Maintaining Water, Sewer, and Drainage Flows .....	2-2
2.04	Work Performed by City Crews.....	2-2
2.05	Maintenance of Traffic and Public Safety .....	2-3
2.06	Protection of Existing Improvements .....	2-5
2.07	Storage of Equipment and Materials.....	2-5
2.08	Maintaining Existing Electrical Facilities .....	2-5
2.09	Notification to Property Owners .....	2-6
2.10	Removal of On-Street Parking.....	2-7
2.11	Dust Control.....	2-7
2.12	Phasing of Construction.....	2-7
2.13	Material Stockpiling Limits .....	2-8
2.14	Potholes and Excavations on Private Property.....	2-8

2.15	Payment .....	2-8
------	---------------	-----

**SECTION 3 - WATER CONSTRUCTION REQUIREMENTS**

3.01	AWWA Standards - Water Mains.....	3-1
3.02	Opening Direction of Valves and Fire Hydrants .....	3-1
3.03	Trench Excavation and Backfill.....	3-1
3.04	Pavement Cutting and Surface Restoration.....	3-1
3.05	Disinfection and Pressure Testing of Water Mains .....	3-3
3.06	Distribution System Shutdowns for Water Main Installation and Connections.....	3-3
3.07	Water Shutdowns for Residential Water Service Tie-Ins.....	3-4
3.08	Plugged Fixtures.....	3-4
3.09	Construction of Residential Water services .....	3-4
3.10	Connection to Existing Residential Services.....	3-6
3.11	Placement of Meter Boxes.....	3-6
3.12	Meter Boxes and Lids .....	3-7
3.13	Dewatering.....	3-9
3.14	Tree Preservation Requirements .....	3-9
3.15	Payment .....	3-9

**SECTION 4 - ITEMS OF THE PROPOSAL**

Item No. 1	Construction Photographs.....	4-1
Item No. 2	4-Inch Diameter Water Main to Furnish and Install .....	4-2
Item No. 3	6-Inch Diameter Water Main to Furnish and Install .....	4-2
Item No. 4	6-Inch Diameter Water Main to Furnish and Install .....	4-2
Item No. 5	12-Inch Diameter Water Main to Furnish and Install .....	4-2
Item No. 6	4-inch Diameter Gate Valve to Furnish and Install .....	4-3
Item No. 7	6-inch Diameter Gate Valve to Furnish and Install .....	4-3
Item No. 8	8-inch Diameter Gate Valve to Furnish and Install .....	4-3
Item No. 9	12-inch Diameter Gate Valve to Furnish and Install .....	4-3
Item No. 10	8-Inch Standard Fire Hydrant to Furnish and Install .....	4-3
Item No. 11	Existing Fire Hydrant, to Remove.....	4-3
Item No. 12	1-Inch Water Service w/meter box to Furnish and Install (main to meter box).....	4-4
Item No. 13	Hybrid Water Service w/meter box (main to front/side hose bib).....	4-5
Item No. 14	Hybrid Water Service w/meter box(main to rear hose bib) .....	4-5
Item No. 15	Additional 1 ½-inch Copper Water Pipe to Furnish and Install .....	4-7
Item No. 16	Connection to Existing Water Distribution System .....	4-7
Item No. 17	Water Service, to Abandon.....	4-8
Item No. 18	1 ½-Inch Schedule 40 PVC Pipe, to Furnish and Install.....	4-8
Item No. 19	Mains to Cap .....	4-9
Item No. 20	Existing Valves, Tees, Saddles and Water Mains, to Remove or Abandon.....	4-9
Item No. 21	Water Quality, to Provide.....	4-10
Item No. 22	Concrete, to Remove and Replace .....	4-10

Item No. 23	Asphaltic Concrete, to Remove and Replace .....	4-11
Item No. 24	Unsuitable Material, to Remove and Replace .....	4-11
Item No. 25	Potholes .....	4-12
Item No. 26	Reconnect Existing City Water Sampler.....	4-12
Item No. 27	Reconnecting Existing City Water Meter .....	4-13
Item No. 28	Install Decomposed Granite .....	4-14

## APPENDIX

Appendix A: Location Description Examples  
 Water Book Map Pages  
 Water Book Legend  
 Residential Water Services by Address

Appendix B: Notification Letters

Appendix C: Traffic Alert Form

## **SECTION 1. GENERAL CONSTRUCTION REQUIREMENTS**

### **1.01 Scope of Work**

The work to be performed under these Special Provisions consists of furnishing and placing 6-inch, 8-inch, and 12-inch diameter water mains. Also included is furnishing and installing fittings, valves, water services, fire hydrants, meter setters, idlers, meter boxes, meter lids, and other appurtenances, and connecting to the existing distribution system as indicated on the Plans. This contract also covers connecting city water services to existing residential water services, removing existing fire hydrants and abandoning existing mains as shown on the Plans and in these Special Provisions.

The Contractor shall provide all labor, materials, tools, and equipment to complete in place all work necessary to furnish, install, remove, abandon, pressure test, disinfect, and connect the water pipe, 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.

### **1.02 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 to 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.

### **1.03 Interpretation of Contract Documents**

Questions from bidder's concerning the interpretation of any portion of the contract documents may be directed to Paul Barnes of the City of Sacramento, Department of Utilities, 1395 35th Ave, Sacramento, California, 95822, phone (916) 808-1442.

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.

#### **1.04 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

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.

#### **1.05 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. Water Distribution Pipe
4. Gate Valves and Fittings
5. Fire Hydrant Assemblies
6. City and Residential Water Service Materials
7. Public Notification Information
8. Phasing Plan
9. Meter boxes and lids

## 10. Erosion sediment control

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.

Contractor shall comply with shop drawings and submittal and procedures in accordance with Section 5-7 of the City Standard Specifications.

### 1.06 Project Signs

Prior to beginning any onsite work the contractor shall install a total of 5 project signs. The signs shall be supplied by the City and are approximately 30 inches by 54 inches. Signs will be installed in the following locations or as directed by the Engineer:

- Sutterville Road and Franklin Blvd
- Sutterville Road and 24<sup>th</sup> Street
- Donner Way and Curtis Park
- Donner Way and Franklin Blvd
- Donner Way and 24<sup>th</sup> Street

Height of sign installation shall be as directed by the Engineer. In general, the signs shall be affixed to a 4"x4" post and installed a minimum of 7 feet and maximum of 10 feet above surrounding grade. If acceptable to the Engineer an existing sign post may be used, otherwise, the Contractor shall be required to install a new post. The sign and post installed by the Contractor shall be removed at the end of the project and the sign returned to the City.

Closures of 24<sup>th</sup> Street and/or Donner Way will require temporary placement of changeable message boards. Refer to **Section 2.05 "Maintenance of Traffic and Public Safety"**

### 1.07 Manufacturer's Instructions

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

### **1.08 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.

### **1.09 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.

### **1.10 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.

### **1.11 Weekly Updates**

Every Monday the Contractor shall submit an address list of all residential water service connections installed and/or connected the prior week and a list of addresses scheduled for installation in the upcoming week.

To allow the Engineer the opportunity to determine or adjust the new service diameter and location, the Contractor shall include potholing information in the weekly update. This shall include the address, existing service location and the existing diameter of both City and Residential Service lines. This potholing information shall be on file with the engineer five (5) working days prior to scheduling and/or installing the new service.

### **1.12 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.

### **1.13 Water Quality Control**

Water Quality Control measures shall be at a minimum in accordance with Section 16 of the City Standard Specifications. The Contractor shall prepare and submit a site specific erosion, sediment and pollution control plan (ESC Plan) that identifies all construction activities that could impact water quality and provide all the necessary mitigation BMP measures that will eliminate the discharge of any pollutants to the city's drainage system or waterways. 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.

### **1.14 Record Drawings**

The Contractor shall maintain a neatly and accurately marked set of record drawings in accordance with Section 5-8 of the City Standard Specifications.

The record drawings shall include any deviations to the plans, including but not limited to, locations for gate valves, fire hydrants, blow-offs, meter setters placed,

service material type, etc. Location description examples of the information the Contractor shall compile can be found in Appendix A.

### **1.15 Definitions**

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

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

“Hybrid Water Service” shall consist of a 1-inch City Service (including meter setter assembly) followed by 1 ½-inch diameter Residential Water Service materials.

“Residential Water Service” shall mean the water service pipe and appurtenances from the property owner’s side of the curb stop (or the meter setter) to and including all points of connection at the house.

“Retrofit” shall mean intercepting existing Water Service Laterals, and placing metering appurtenances and a water meter box in accordance with the Plans and Specifications.

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

“Water Service Lateral” or “City Service” shall mean the water service pipe placed from the water main up to and including the curb stop (or meter setter) and meter box.

### **1.16 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.

When the contractor notifies the Engineer that the project has been completed the Engineer shall perform a walk through and develop a list of deficient work items. After the contractor completes correction of the deficiencies to the satisfaction of the Engineer, a final walk through will be scheduled with the City Operation and Maintenance personnel. At the final walk through a punch list will be developed and submitted to the Contractor. The Contractor shall notify the Engineer when punch list items have been completed. The Engineer will then inspect the punch list work. If the work is completed to the satisfaction of the Engineer, and if as-built drawings are completed and submitted, a completion report will be prepared.

### **1.17 Permanent Survey Monuments**

Contractor is responsible for verifying that the arrangements have been made for preserving and/or perpetuating all permanent survey monuments that will be affected by the work in accordance with Section 5-6 of the City Standard Specifications.

### **1.18 City Ordinance Related to Construction Work**

The City has adopted an ordinance amending Chapter 12.20 of the City Code 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
- I. Administrative Penalties

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

### **1.19 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**

## **SECTION 2. PUBLIC CONVENIENCE & PROTECTION OF EXISTING IMPROVEMENTS**

### **2.01 Public Right-of Way and Easements**

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

This project encroaches onto private property. As a condition of receiving or continuing to receive city water service, private property owners are required, per City Code 13.04.065, to provide access to the premises for the purpose of this project. Should the owner of a property within the project limits refuse to allow such access, the Contractor shall notify the City, who shall attempt to gain proper authorization for access.

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.

### **2.02 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.

### **2.03 Maintaining Water, Sewer, and Drainage Flows**

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

In addition to Section 13-2 provisions, any landscaping irrigation water lines cut or broken by the Contractor, but not immediately repaired, shall be capped until repairs can be made. The Contractor shall make repairs within 2 working days of having cut or broken such irrigation lines unless otherwise approved by the Engineer. In the interim, the Contractor shall be responsible for ensuring all locations served by the irrigation lines continue to be provided adequate water. Any landscaping that dies, or fails to recover as a result of the Contractors actions shall be replaced in kind.

### **2.04 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.

## 2.05 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 City Standard Specifications. This plan shall be submitted a minimum of ten (10) 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 Norm Colby, via the Engineer, at the Traffic Signal Maintenance Shop, (916) 808-6635, ten (10) 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 written 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) written 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.

**The Contractor is hereby alerted that Sutterville Road and Franklin Boulevard are designated as "Primary Streets" in accordance with Section 6-10 of the City Standard Specifications. The working hours on Sutterville Road and Franklin Boulevard are reduced to 8:30 AM to 4:00 PM, Monday through Friday. As such, by City ordinance 2002-004, the contractor will be assessed administrative penalties of \$1000.00 per code violation every 15 minutes that the contractor violates the code.**

**The Contractor is required to submit a completed "Traffic Alert" form to the City, ten (10) working days prior to closure of Sutterville Road and Franklin Boulevard. A sample "Traffic Alert" form is included in Appendix C.**

**The Contractor is also alerted that Sutterville Road and Franklin Blvd are active Regional Transit bus routes. The Contractor is required to coordinate with Regional Transit for all closures of Sutterville Road and Franklin Blvd.**

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 (1) 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 (1) 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 (5) 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 (5) working days prior to the street closure.
5. Regional Transit - Provide the street/alley closure limits and estimated duration of closure, by calling Lynn Cain at 321-5375 and faxing the information to 557-4541 five (5) working days prior to the street closure.

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 project inspector.

#### **2.06 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 City Standard Specifications.

The Contractor shall operate irrigation systems, identify existing damage, and report findings to the Engineer prior to beginning construction at each residence. The Contractor shall replace irrigation features to match pre-construction conditions. Any removed or damaged landscaping features shall be relocated or replaced to match pre-construction conditions at no additional cost to the City.

#### **2.07 Storage of Equipment or Materials**

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

#### **2.08 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.

## **2.09 Notification to Property Owners**

The Contractor shall be responsible for notifying all property owners and residents adjacent to the work a minimum of four separate occasions:

- Seven days prior to commencing any work on private property
- 24 hours prior to commencing work on private property
- Seven days prior to a water service shutdown on private property
- 24 hours prior to a water service shutdown on private property
- In the event the Contractor returns to the property for additional work, the seven working day and twenty four hour notification process shall be repeated

Notifications shall include the Contractors name, a contact person and phone number, a brief summary of the work, and the estimated duration of the work. Notifications shall be as shown in Appendix B.

For properties receiving a meter box in a non-traffic location, or driveway, the Contractor shall also be responsible for marking proposed water service and meter box locations and notifying these property owners of the proposed location two days prior to placement. Where meter boxes are to be placed within a sidewalk, no additional notification is necessary.

The Contractor shall work with the property owner and City Engineer in finding a suitable meter box location. The Contractor shall mark all proposed water service locations with a blue mark in the street labeled "WS". In addition, the Contractor shall place a blue stake at the proposed meter box location. Door hangers supplied by the City in Appendix B shall be placed on the homeowner's door explaining the meter box location and allowing the homeowner to call the Contractor with any issues regarding the proposed location. This work shall be done at least one week prior to installing the service saddle on the new water main.

## 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 and section 6-2 of the City Standard Specifications.

## 2.12 Phasing of Construction

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 number of phases to no less than three (3) with each separate phase of generally equal size in regard to quantity of new services and linear footage of new distribution main placed.

The Contractor shall construct the new distribution system and services in the phased manner identified in the phasing plan. All changes to the implementation of the phasing plan must be approved in writing by the engineer.

**Each phase shall be completed prior to beginning construction of the next phase, and shall include fully tested and operational new water mains, completed services, final paving, and other required surface restoration, and all other items within these Special Provisions that fall within each phased**

area. The sole exception includes the abandonment of existing mains, hydrants, and valves.

### **2.13 Material Stockpiling Limits**

Materials and equipment for the project shall be stockpiled within the current construction phase only, and shall not be stockpiled within the public street right-of-way in excess of an amount representing a ten (10) day supply at current rates of pipe laying or water service construction. Equipment and materials shall not front any single address in excess of ten (10) days unless otherwise accepted by the Engineer.

Stockpiles within the public right-of-way shall be no higher than 6 ft in height, and shall not impede traffic, nor access to residences.

Should stockpiling of materials within the public right-of-way prove to be a nuisance to the adjacent residents, the materials and/or equipment shall be moved within two (2) working days following direction by the Engineer.

### **2.14 Potholes and Excavations on Private Property**

Unless otherwise approved by the Engineer, all potholes or excavations on private property shall be backfilled with native material on a daily basis. Sand may be substituted for native material where Meter box is to be located. Use of plates or plywood as temporary cover prior to meter box placement is not allowed.

### **2.15 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\***

## SECTION 3. WATER CONSTRUCTION REQUIREMENTS

### 3.01 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.

### 3.02 Opening Direction of Valves and Fire Hydrants

Gate valves and butterfly valves, as well as fire hydrants, shall be opened left (counter clockwise).

### 3.03 Trench Excavation and Backfill

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

### 3.04 Pavement Cutting and Surface Restoration

Surface cutting and restoration shall conform to the following:

Type of material to cut and restore	City Standard Specification
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 residential street right-of-way shall be four (4") inches of asphalt concrete over twelve (12") inches of Class 2 aggregate base. The minimum pavement section within the major streets of

Sutterville Road, Franklin Boulevard, and 24<sup>th</sup> Street shall be five (5") inches of asphalt concrete over twenty (20") of class 2 aggregate base. Asphalt concrete for Sutterville Road, Franklin Boulevard, and 24<sup>th</sup> Street shall consist of ¾" maximum aggregate while all other streets shall consist of ½" maximum aggregate. The Contractor shall anticipate an existing pavement section consisting of approximately five (5") asphalt concrete over twenty (20") of aggregate base within Sutterville Road, Franklin Boulevard, and 24<sup>th</sup> Street. No additional compensation will be paid to the Contractor for removal and disposal of this material within the major streets.

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 service 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 the 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. The Contractor shall remove the existing mortar from the bricks prior to reusing the bricks.

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

### **3.05 Disinfection and Pressure Testing of Water Mains**

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

### **3.06 Distribution System Shutdowns for Water Main Installation and Connections**

After successful completion of hydrostatic pressure testing and disinfection, the Contractor shall connect the new water mains to the existing water system at the locations indicated on the Plans.

To coordinate and schedule a water main shutdown, Contractor shall provide the Engineer with a project schedule that includes date and location for all required project shutdowns as described in "Construction Activity Time Schedule" of these Specifications. The contractor must provide the inspector updates of this schedule including the shutdown activities before 3:00 PM on the Monday a minimum of 11 days before the shutdown is required. If these coordination requirements are not performed, the City cannot provide the shutdown.

The Contractor shall expose the existing water main at tie-in locations 24 hours prior to a tie-in and have all materials and equipment necessary for the connection work at the job site prior to beginning the shutdown.

The City will not conduct a shutdown until the Contractor is capable of completing the work within a 4 hour period.

**Without exception, all opening and closing of the valves on existing water mains will be performed by City crews only.**

Where indicated in the Plans, the Contractor shall cut existing pipe, remove existing plugs or bulkheads, clean pipe ends, prepare connections and make the new connection to existing water mains. The Contractor shall temporarily cap existing mains as necessary and as approved by the Engineer to maintain service to City customers.

Water released from cutting or opening existing mains shall be removed and disposed of by the Contractor. The excavation shall be kept dry until all necessary work within the work area has been performed.

### **3.07 Water Shutdowns for Residential Water Service Tie-Ins**

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

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

### **3.08 Plugged Fixtures**

The Contractor shall be responsible for removing all sediment that builds up at faucets, sprinklers, and clogs interior house plumbing as a result of installing and connecting residential water services.

The Contractor shall open all exterior faucets and shall attempt to have the homeowner open all interior faucets in order to help prevent fixtures from plugging.

### **3.09 Construction of Residential Water Services**

All residential water services shall be at minimum one and a half (1-1/2") inch diameter copper pipe from the new 1-inch meter setter to the above ground tee at the hose bib connection.

When adequate volume is not provided to all points on the property by a hose bib connection at the front of the house, 1-1/2 inch Schedule 40 PVC pipe shall be installed and connected to the back half of the property. Alignment and connection point shall be at the approval of the Engineer. Materials and placement shall meet the applicable requirements of the City Standard Specifications and these Special Provisions.

Installation and connection of residential water services shall be performed in accordance with the applicable sections of the latest revised Uniform Plumbing Code (hereinafter called UPC). No connections shall be made until installation and testing of the distribution system and water service laterals are complete. All underground work shall be inspected prior to backfilling.

**An address list of residential water services covered under this contract may be found in Appendix A.** This list provides the Contractor with the size and location of existing residential water services covered under this contract. The information given on this list is historical information, and is partially complete. The City makes no guarantee as to the accuracy of this record. **It is the Contractor's responsibility to locate the existing water service laterals and curb or corporation stops for abandonment purposes.**

**Proposed service hookup location may require adjustment due to residential plumbing and irrigation systems. The Contractor shall work with the Engineer in finding a suitable hookup location.**

In determining the suitable hookup location, the following guidelines shall be considered; however, the final decision shall be determined by the Engineer:

- When there is a 3/4-inch water pipe located in the front or the side of a property, hookup location shall be determined by the Engineer.
- When there is not a 3/4-inch water pipe located either in the front or the side of a property but there is a 3/4-inch pipe located in the back of the property, the Contractor shall connect the residential service pipe to the back hose bib.
- If there is more than one 3/4-inch pipe in the back, the Contractor shall utilize the connection closest to the building and least distance to the meter box, taking a path around, not under, the house.
- For homes with an existing service connection to the back of the property, and an existing service of 1 1/4-inch or greater, or if the irrigation system is connected prior to connection to the home, and pipe connections at the front of the property are less than 1 1/2-inch, the Contractor shall connect residential service to the back hose bib.

Residential water services shall be placed using directional bore or by open cut trench. Pipe alignment shall not pass under any dwelling or structure.

Typical residential water service hookup details can be found on the Plans. Not all residential water service hookups will match the typical details. No separate payment will be made to the Contractor for hookups installed that vary from the typical details. The Contractor is encouraged to visit the project site to better acquaint him/herself with each residential water service hookup.

All work relating to placing and connecting residential water services and abandoning existing water services at each residence shall be completed within four (4) hours. 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 plans. Not all water service hookups will match the typical details.

### **3.10 Connection to New and Existing Residential Services**

Meter setter and idler diameter shall match the new city-service diameter.

The Contractor shall reconnect the existing water service on the property owner's side of the meter box and the valve at the meter setter shall be left in an open position, so that the residential water service is operable when this item is complete. If the residential water service 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.

City services may be placed using a directional bore or by open cut trench. In the event that work occurs beyond the City right-of-way, directional bore shall be utilized unless approved by the engineer.

An address list of properties receiving a new city service line from the main to new meter box, covered under this contract may be found in the Schedule of New Water Services on the Plans. Typical water service retrofit details can be found on the Plans. Not all new city service hookups will match the typical details. No separate payment will be made to the Contractor for hookups installed that vary from the typical details.

#### **Connection to Existing Service at the Hose Bib**

The Contractor shall connect to existing residential services using the appropriate adapter, bushing, reducer or other required fitting, and as shown on the Plans.

#### **Reconnection of Existing Water Service on Property Owner's Side of the Meter Box**

The Contractor shall use a flex coupling, and additional brass coupler, bushings, reducers, or other required fittings, as approved by the Engineer.

### **3.11 Placement of Meter Boxes**

Properties with an existing sidewalk shall have the meter box placed in the sidewalk. Those without an existing sidewalk shall have the meter box placed in the non-traffic area behind the curb.

Meter box and meter setter 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 setter 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.

When removing sidewalk for the purpose of placing a meter box, an entire single flag of concrete (4 ½ ft x 4 ½ ft, typ) shall be removed and replaced. The Contractor shall attempt to place the meter box such that only one flag of concrete need be removed without causing damage to the existing curb and gutter. Should the Contractor determine that the meter box location should fall on a joint between two flags of concrete, for reasons acceptable to the Engineer; both flags shall be removed and replaced.

Unless directed to by the Engineer, meter boxes are not to be placed within driveways. Surface restoration shall be as specified elsewhere in the Special Provisions.

The Contractor shall work with the property owner and the Engineer in finding a suitable meter box location. This work shall be done at least one week prior to installing the service saddle on the new water main. If the Contractor fails to notify the homeowner prior to placement of the water service and the homeowner requests to have the meter box relocated, then the Contractor shall place a new service from the main to the meter box at no additional cost to the City. The Contractor shall initially plan on placing the meter box at the property line that is the least distance away from the proposed connection point.

### **3.12 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.

For 1-inch services the nominal meter box size shall be 13"W x 24"L x 12"D. For 1 ½-inch and 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 ¾" 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 ½" 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 ½" x 2 ⅝" 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 ½" x 2⅝" 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 ⅜ - 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.

### **3.13 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.

### **3.14 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.

### **3.15 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**

## 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.

Photographs or video of all existing conditions within the limits of construction shall be taken. The addresses of the properties affected by construction shall be clearly identified on each photograph or in the video. Pre-construction photographs or video shall be accepted by the City prior to the start of construction. Photographs or video shall include all pavement and landscaping features within the construction area. 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 within the limits of construction. Special emphasis shall be placed on existing pavement, structures, flowerbeds, trees, or any other improvements in close proximity to the construction area. Upon completion of work at each affected property, the Contractor shall have post-construction photographs or video taken at the same locations and from the same perspective 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.

Contractor shall be paid half of the lump sum price 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 4-Inch Diameter Water Main to Furnish and Install**
- Item No. 3 6-Inch Diameter Water Main to Furnish and Install**
- Item No. 4 8-Inch Diameter Water Main to Furnish and Install**
- Item No. 5 12-Inch Diameter Water Main to Furnish and Install**

This item shall consist of furnishing and placing water main pipe, fire hydrant leads, elbows, tees, blind flanges, and fittings at the locations, to the alignments and to the details shown on the Plans.

This item shall also include furnishing and installing elbows to change the horizontal and vertical alignment of the proposed water main to avoid conflicts with existing underground utilities or to maintain proper depth of bury through vertical curves.

The water main pipe material shall be ductile iron pipe or polyvinyl chloride (PVC), except for 12-inch main, which shall be ductile iron pipe (DIP), only. Materials and placement shall meet the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications and these Special Provisions.

Surface restoration associated with this item shall be performed as specified elsewhere in these Special Provisions and paid for under this item. The Contractor shall restore surfaces in kind unless otherwise specified on the Plans or in these Special Provisions. Pavement cutting and restoration shall conform to the provisions of the City Standard Specifications and these Special Provisions. Striping and speed lump replacement, concrete, landscaping, asphaltic concrete, or any other material replacement encountered, shall be included in this item. The replacement of traffic detector loops shall be included in this item.

There are several rubber speed lumps along 24<sup>th</sup> Street that shall be disassembled in pieces and removed prior to installing the water main. The disassembly and delivery of these rubber speed lumps shall be included in this bid item. In addition, the installation of new asphalt speed lumps to replace the rubber speed lumps shall be included in this item of work.

This item also includes all work involved in assisting City crews with installing the proposed 12" hot tap on the existing 18" water main in Sutterville Road.

Payment shall be at the contract unit price bid per linear foot of water main furnished and installed and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

- Item No. 6 4-Inch Diameter Gate Valve to Furnish and Install**
- Item No. 7 6-Inch Diameter Gate Valve to Furnish and Install**
- Item No. 8 8-Inch Diameter Gate Valve to Furnish and Install**
- Item No. 9 12-Inch Diameter Gate Valve to Furnish and Install**

This item shall consist of furnishing and installing gate valves, including gate valve boxes, at the locations indicated on the Plans and in conformance with the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications and these Special Provisions. This item shall include furnishing and installing gate valves on the standard hydrant lead.

Surface restoration associated with this item shall be performed as specified elsewhere in these Special Provisions and paid for under this item.

Payment shall be at the contract unit price bid for each gate valve furnished and installed and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 10 8-inch Standard Fire Hydrant to Furnish and Install**

This item shall consist of furnishing and installing a standard fire hydrant at the locations indicated on the Plans. The standard fire hydrant shall be installed in accordance with Standard Drawing W-201 and Sections 10, 27, and 38 of the City Standard Specifications.

Surface restoration associated with this item shall be performed as specified elsewhere in these Special Provisions and paid for under this item.

The fire hydrant lead and valve shall be paid for under separate items, unless otherwise noted.

This item also includes the installation of two fire hydrants to be connected to an existing flange as indicated on the plan sheets.

Payment shall be at the contract unit price bid for each standard fire hydrant furnished and installed and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 11 Existing Fire Hydrant to Remove**

The Contractor shall remove existing fire hydrants in their entirety, the existing fire hydrant gate valve, stand pipe, gate valve box and lid, and abandon fire hydrant leads in place where indicated on the Plans. The Contractor shall abandon fire hydrant leads by plugging the end with two feet (2') of Class "C" or Class "D" Portland cement concrete meeting the applicable requirements of the Standard Specifications. The Contractor shall deliver hydrants to the Corporation Yard, 5730 24th Street, Bldg. 9. All pipe

removed shall become the property of the Contractor and shall be disposed of away from the project site.

Work on this item shall not begin until all new water systems are connected and operable and old water mains are capped and/or abandoned as indicated on the Plans.

Surface restoration associated with this item shall be performed as specified elsewhere in these Special Provisions and paid for under this item.

At two locations shown on the plans the existing fire hydrants shall be removed and the supporting infrastructure shall remain in place. That is, the lead and valve shall remain and be reused for the new fire hydrants.

Payment shall be at the contract unit price bid for each standard fire hydrant removed and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 12 1-Inch Water Service w/meter box to Furnish and Install (main to meter box)**

These items shall consist of furnishing and installing water services from the water main to the point of service at the property. Each water service shall include furnishing and placing a saddle, corporation stop, meter box, meter lid, meter setter, idler and all required lateral pipe, preparing the hose bib for hook-up in accordance with the UPC and all other items to place and connect water services as shown on the Plans. The water services and their installation shall meet the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications, these Special Provisions and the Plans.

**All USA markings identifying water features will be verified by the Contractor. All costs associated with this work including all re-work if the USA markings are found to be incorrect shall be included in this item.**

**Information regarding existing service location shall be supplied to the City ten (10) working days prior to placing the saddle and/or constructing the service.**

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

If the residential water service 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. The addition footage shall be paid under a separate item.

When the existing main servicing the home is in the street Right-of-Way and the existing water service is located at the back of the sidewalk or curb, the Contractor shall place the new meter box adjacent to the existing water service curb stop so that the new service can easily be transferred to the existing service.

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 curb, gutter, 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 water service retrofit. Additional concrete beyond 20.25 sq. ft. per each retrofit location, as directed by the Engineer, shall be paid under a separate bid item. The removal and replacement of on-site concrete patios and walkways, driveways, and sidewalks in order to construct this item, shall be paid for under a separate item.

The quantity of 1-inch diameter residential water services shown on the plans are for bidding purposes only. The unit price indicated will not be adjusted because the actual number of water services placed may vary from the quantity show on the plans.

~~For residential services with existing meters, contractor shall transfer existing water meter to new meter box.~~

This item also includes all work as shown on the Plans for the property located at 2773 Sutterville Road.

Payment shall be at the contract unit bid price for each water service and shall include full compensation for furnishing and installing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 13-14 Hybrid Water Service w/meter box (main to front/side hose bib),  
Hybrid Water Service w/meter box (main to rear hose bib),  
to Furnish and Install**

These items shall consist of furnishing and installing water services from the water main to the property hose bib located at the front, side or rear of the house.

Each water service shall include furnishing and placing a saddle, corporation stop, meter box, meter lid, meter setter, idler and all required lateral pipe, preparing the hose bib for hook-up in accordance with the UPC and all other items to place and connect water services as shown on the Plans. The water services and their installation shall meet the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications, these Special Provisions, and the Plans.

Water services installed on corner properties where the Contractor elects to connect to the back of the house to minimize the length of the water service shall be paid for under a "main to front/side hose bib" item.

**All costs associated with this work including all re-work if the USA markings are found to be incorrect shall be included in this item.**

**Information regarding existing service location shall be supplied to the City ten (10) working days prior to placing the saddle and/or constructing the service.**

When contractor is connecting to existing service at the hose bib, the Contractor shall furnish and install pipe, shut off valves, union, and fittings where none previously existed, or existing material is galvanized, or existing is not in a working condition, as determined by the Engineer.

The quantity of Hybrid water services to install and connect from the main to the hose bib as shown on the Bid Sheet is for bidding purposes only. The unit price indicated will not be adjusted because the actual number varies from the quantity shown on the Bid Sheet.

This item shall include up to eighty feet (80') of water service from the main to the hose bib where connecting to the front or side of the structure, and one hundred fifty feet (150') of water service where connecting to the rear of the structure. 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 curb, gutter, 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 water service retrofit. Additional concrete beyond 20.25 sq. ft. per each retrofit location, as directed by the Engineer, shall be paid under a separate bid item. The removal and replacement of on-site concrete patios and walkways, driveways, and sidewalks in order to construct this item, shall be paid for under a separate item.

Payment shall be at the contract unit price bid for each water service installed and connected from the main to hose bib and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 15     Additional 1 ½-inch Copper Water Pipe to Furnish and Install**

This item shall consist of furnishing and installing residential copper water pipe where field conditions require service lengths in excess of limits identified in previous bid items. Water service pipe and their installation shall meet the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications and these Special Provisions.

Surface restoration associated with this item shall be performed as specified elsewhere in these Special Provisions and paid for under this item.

The quantity of residential water pipe to furnish and install as shown on the Bid Sheet is for bidding purposes only. The unit price indicated will not be adjusted because the actual number varies from the quantity shown on the Bid Sheet.

Payment shall be at the contract unit price bid per lineal foot of water service furnished and installed that is in excess of the prescribed limits and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 16     Connection to Existing Water Distribution System**

This item shall consist of connecting the new water main to the existing water distribution main at the locations indicated, to the details shown on the Plans and in accordance with Section 27-14 of the City Standard Specifications.

Connections made between different phases of the work outlined in these contract specifications shall not be considered an "existing connection".

The Contractor shall pothole tie-in locations to locate existing water mains.

The Contractor shall furnish and install fittings, restraints and pipe necessary to connect mains. When cutting into an existing main, up to 15 feet of new pipe may be required for each tie-in. The Contractor shall use 45 degree (maximum) elbows to match existing pipe elevations, which shall be installed in accordance with Standard Drawing W-103 of the City Standard Specifications.

Surface restoration associated with this item shall be performed as specified elsewhere in these Special Provisions and paid for under this item.

Payment shall be at the contract unit bid price for each connection to the existing water distribution system and shall include full compensation for furnishing all labor, materials,

tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 17 Water Service, to Abandon**

The Contractor shall abandon water services where alley or backyard easement mains provide water to the home, once the home has been connected to the new water service and is operable.

The Contractor shall turn off the corporation stop and cut and abandon service at the corporation stop and hose bib prior to making the new water service connection. If there are hose bibs off the service, the Contractor shall cut and cap the service on the far side of the hose bib so that the hose bibs remain operable. If the Contractor is unable to locate either the curb or corporation stops, he shall use an Engineer approved alternate construction method to abandon the existing water service.

The existing house shut off valve shall be removed and the above ground tee shall be plugged. The Contractor shall remove the riser.

Surface restoration associated with this item shall be performed as specified elsewhere in these Special Provisions and paid for under this item unless otherwise specified. Concrete removal and replacement required to complete this item in place shall be paid for under separate bid items.

The quantity of alley or backyard easement services to abandon on the Bid Sheet is for bidding purposes only. The unit price indicated will not be adjusted because the actual number varies from the quantity shown on the Bid Sheet.

This item also includes removing any existing water meters and returning these items to the City.

Payment shall be at the contract unit price bid for each water service abandoned and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 18 1 ½-Inch Schedule 40 PVC Pipe, to Furnish and Install**

When adequate volume is not provided to all points on the property by a hose bib connection at the front of the house, 1 ½-inch Schedule 40 PVC pipe shall be furnished and installed and connected to the back half of the property. Alignment and connection point shall be at the approval of the Engineer. Materials and placement shall meet the applicable requirements of the City Standard Specifications and these Special Provisions.

Surface restoration associated with this item shall be performed as specified elsewhere in these Special Provisions and paid for under this item unless otherwise specified.

Asphalt concrete and concrete removal and replacement required to complete this item in place shall be paid for under separate bid items.

The quantity of PVC pipe to install on the Bid Sheet is for bidding purposes only. The unit price indicated will not be adjusted because the actual lineal footage varies from the quantity shown on the Bid Sheet.

Payment shall be at the contract unit price bid per linear foot of Schedule 40 PVC pipe furnished and installed and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 19 Mains to Cap**

This item shall consist of furnishing and installing the necessary pipe and fittings to permanently cap existing water mains, which are to remain live, at the locations and to the details shown in the Plans or as directed by the Engineer. Main shall be exposed at the point of capping a minimum of one working day prior to capping for Engineer's final approval of cut location.

The method of capping the mains depends on the type of existing pipe. Asbestos-cement pipe shall be capped by installing a transition flex coupling, 3' PVC pipe, and an MJ cap with a thrust block. Cast iron pipe shall be capped by installing an MJ cap and a thrust block.

Surface restoration associated with this item shall be performed as specified elsewhere in these Special Provisions and paid for under this item.

Payment for capping mains shall be at the contract lump sum and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 20 Existing Valves, Tees, Saddles and Water Mains, to Remove or Abandon**

This item shall consist of disconnecting existing taps and removing or abandoning existing valves, tees, elbows, saddles and water mains as indicated on the Plans or as directed by the Engineer in accordance with these Special Provisions.

All abandoned taps from live mains shall be removed such that no protrusions remain. The method of abandoning the mains depends on the type of existing pipe. Asbestos-cement, steel, and cast iron pipe shall be plugged with two (2) feet of concrete. Steel pipe shall be abandoned by welding 1/4-inch thick steel plate on cut ends. Use of a restrained MJ cap to abandon steel main, rather than welding, in the event that valve shutdown does not effect a positive shutdown will be subject to Engineer approval and shall continue to be paid under this item.

Cut pipe removed during this procedure shall become the property of the Contractor and shall be disposed of at the Contractor's expense.

Removal of existing valves shall include removing all appurtenances associated with the valve including, but not limited to, risers, valve boxes and lids.

All items to be removed as indicated on the Plans shall become the property of the Contractor and shall be disposed of at the Contractor's expense.

Payment shall be at the contract lump sum and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 21 Water Quality, to Provide**

This item shall consist of furnishing, installing, and maintaining water quality control measures (BMPs) elements associated with this project in accordance with Section 16 of these Standard Specifications.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, processing and incidentals and for doing all work involved in designing, placing and maintaining in effective condition all erosion, sediment and pollution control BMPs as specified in these Special Provisions, and as directed by the Engineer.

**Item No. 22 Concrete, to Remove and Replace**

Concrete encountered on private property shall be removed and replaced as necessary to install and connect residential water services and to abandon back yard water services and shall be paid for under this item. Concrete shall meet the applicable portions of Sections 10, 19, and 24 of the City Standard Specifications. Limits of concrete removal and replacement shall be approved by the Engineer prior to work.

All concrete used for surface restoration in public right-of-way shall be included in the appropriate bid items of these Special Provisions.

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.

This item shall cover all concrete pavement replacement not specified in the previous bid items. The removal and replacement of on-site concrete patios and walkways, driveways, and sidewalks in order to construct new water services, shall be paid for under this item. 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. 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.

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.

**Item No. 23 Asphaltic Concrete, to Remove and Replace**

This item shall include miscellaneous asphaltic concrete removal and replacement for right-of-way and private property repairs. This work is not shown on the Plans but shall be performed by the Contractor at the direction of the Engineer.

Asphaltic concrete requiring removal and replacement for installation of the water main, water service laterals, capping and abandoning water main, connecting existing and new mains, and gate valves shall not be included in this item.

Asphaltic concrete shall be removed and replaced in accordance with the City Standard Specifications and these Special Provisions on Pavement Cutting and Surface Restoration.

The quantity of asphalt paving 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 asphaltic 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.

**Item No. 24 Unsuitable Material, to Remove and Replace**

This item shall consist of furnishing all labor, equipment and materials to remove and replace unsuitable materials in accordance with the requirements in Section 14-8 of the City Standard Specifications, these Special Provisions and as directed by the Engineer.

Measurement for payment for unsuitable material shall be based upon a weight of the material placed based on conversion factor of 140 lbs/cf to verify unsuitable material replaced.

Payment shall be at the contract unit price bid per ton for unsuitable material removed and replaced and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

#### **Item No. 25 Potholes**

This item shall consist of potholing at the locations indicated in the Special Provisions or as directed by the Engineer.

Prior to connecting to the existing 18-inch, 12-inch, 8-inch, and 6-inch water mains in Sutterville Road, Franklin Blvd, Donner Way, 11<sup>th</sup> Avenue, 10<sup>th</sup> Avenue, 9<sup>th</sup> Avenue, and 8<sup>th</sup> Avenue the Contractor shall pothole to verify the location of the existing pipe and the material of the existing pipe.

The quantity of potholes 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.

If the Contractor chooses to pothole to determine if proposed main shall be placed over or under existing water mains, this shall not be paid for under this item. It shall be included in the price to furnish and install new water main.

Payment shall be at the contract unit price bid per each and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

#### **Item No. 26 Reconnect Existing City Water Sampler**

This item shall consist of disconnecting the existing City water sampler from the existing main to be abandoned at the end of this project. The Contractor shall reconnect the existing sampler to the new water main as shown on the Plans and in accordance with these Special Provisions. This item also includes the furnishing and installation of the saddle, corporation stop, curb stop, meter box, and 1" water service.

Payment shall be at the contract lump sum and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 27 Reconnecting Existing City Water Meter**

This item shall consist of reconnecting an existing water meter to the new water main. This item includes the furnishing and installation of a saddle and corporation stop. The contractor shall intercept the existing water service and reconnect it to the new corporation stop using copper water pipe. The water services and their installation shall meet the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications and these Special Provisions.

**All USA markings identifying water features will be verified by the Contractor. All costs associated with this work including all re-work if the USA markings are found to be incorrect shall be included in this item.**

**Information regarding existing service location shall be supplied to the City ten (10) working days prior to placing the saddle and/or constructing the service.**

The Contractor shall reconnect the existing water service to the new water main so that the customer's water service is in service when this item is complete.

If the water service 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 service. If more than five feet of service needs to be replaced then the Contractor shall be paid using the 1-Inch Water Service w/meter box to Furnish and Install (main to meter box) bid 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 curb, gutter, 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 water service retrofit.

The quantities for this bid item are for bidding purposes only. The unit price indicated will not be adjusted because the actual number of water meters reconnected may vary from the quantity show on the plans.

Payment shall be at the contract unit price bid for each existing water meter that is reconnected to the new main and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

**Item No. 28 Install Decomposed Granite**

This item shall consist of installing decomposed granite within the walk way around Curtis Park to cover over the trench for the new fire hydrant leads to be installed within the Park. The decomposed granite shall be installed to match the existing conditions and as directed by the Engineer in accordance with these Special Provisions.

Payment shall be at the contract unit price bid per yard and shall include full compensation for furnishing all labor, materials, tools, equipment, and for performing all work necessary to complete this item in place.

**END OF SECTION**

## **APPENDIX A**

Location Description Examples and Abbreviations

Water Book Map Pages and Water Book Legend

Residential Water Services by Address

## Measurement Examples

Fire Hydrant - include address where hydrant is located and distance and direction from water main.

FH    Located in front of 1500 10<sup>th</sup> Ave.  
      Brand name (type) of FH  
      Model number  
      10' north of main

Fire Hydrant Gate Valve - include distance and direction from fire hydrant.

FH GV        9' south of Fire Hydrant

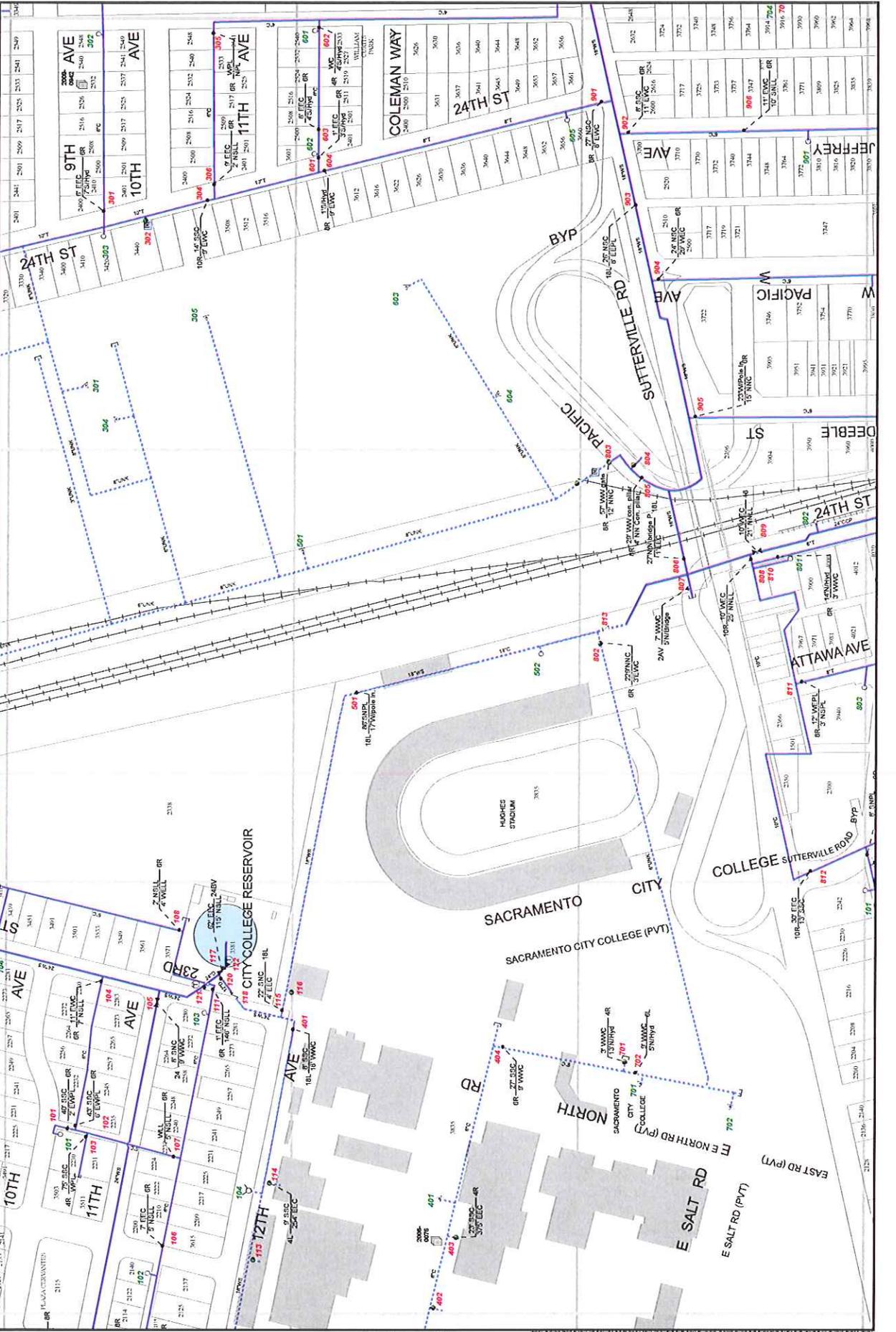
Meter Box - include address and location.

MB    1400 Wentworth Ave: 45" NSPL, 5' EEC

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Map Chapter: 7/20/2011  
 Scale: 1" = 100 feet  
 City of Sacramento, California  
 Department of Public Works  
 Water Services Division



PLAN MAP
WATER
PRESSURE
WATER
AERIAL VIEW

VALVES									
New ID	Old ID	Old Map	Size Open	Type	Turns	SVC Type	Location	SVC Address	
101	109	33	6R	GTVLV			40' SSC 10th Av. (W) - 4' EWPL A/ley (22nd & 23rd Sts.)		
102	108	33	6R	GTVLV			43' SSC 10th Av. (W) - 6' EWPL A/ley (22nd & 23rd Sts.)		
103	107	33	4R	GTVLV			75' SSC 10th Av. - on WPL A/ley (22nd & 23rd Sts.)		
104	125	33	6R	GTVLV			11' EWC - 7' NSLL 3533 23rd St.		
105	126	33	24BV	BTVLV	98		98 turns 8' SNC 11th Av. - 9' WWC 23rd St.		
106	105	33	6R	GTVLV			7' EEC - 5' NSLL 3603 22nd St.		
107	106	33	6R	GTVLV			On WALL - 5' NSLL 2232 11th Av.		
108	127	33	6R	GTVLV			2' NSLL - 4' WELL 3571 23rd St.		
111	128	33	6R	GTVLV			1' EEC 23rd St. - 146' NSLL		
113	83	33	6R	SVLV		FS	9' SSC - 41' West of hydrant 104		
114	151	33	4L	SVLV		DS	Service - 254' EEC 22nd St. - 9' SSC 12th Av. (Sacramento City College) 69' East of hydrant	104	
115	131	33	18L	GTVLV	56		22' SNC 12th Av. - 4' EEC 23rd St. (56 turns)		
116	0	33	2	SVLV					
117			24BV	BTVLV		BV	62' EEC of 23rd St. - 115' NSLL		
118				CKVLV		R/P	10' R/P (west of valve 120)		
120				GTVLV			City College Reservoir		
121				BLVLV		BO	City College Reservoir		
122				ARVLV		AV	City College Reservoir		
301	11	32	6R	GTVLV			6' EEC 24th St. - 7' South of hydrant 303		
302	35	32	8R	SVLV		DS	Domestic Service - 8' EWC 24th St. - 6' SSC 10th Av. (E) (Metered) to WPRR		
304	12	32	10R	GTVLV			14' SSC 10th Av. - 9' EWC 24th St.		
305	34	32	6R	GTVLV			On WPL W. Curtis Dr. - On NPL 2541 11th Av.		
306	13	32	6R	GTVLV			9' EEC 24th St. - 2' NSLL 2400 10th Av.		
401	132	33	18L	GTVLV	58		8' SSC 12th Av. - 18' WWC 23rd St. (58 turns)		
402	83	33	6R	SVLV			289' EEPL Freeport Blvd. - 63' EE wall Rodda Hall - 14' SSC		
403	104	33	4R	SVLV			23' SSC N entrance Sacramento Jr. College-375' EEC Freeport Blvd. (92'W & 15'S Hyd 47)		
404	133	33	6R	GTVLV			14' North NE Cor 852' East NE Cor Gym Bldg Sacto College - 9' WWC East Rd. - 27' SSC North Rd. (In meter box)		
501	135	33	18L	GTVLV	57.5		86' SNPL OF LIGHTRAIL STATION - 17' W OF POLE LINE @ LIGHTRAIL STA. (57.5 turn)		
602	0	33	8	SVLV					
601	14	32	6R	GTVLV			1' EEC 24th St. - 3' South of hydrant 602		
602	33	32	4R	GTVLV			On WC W. Curtis Dr. - 4' South of hydrant 601		
603	232	32	6R	GTVLV			8' EEC 24th St. - 4' South of hydrant 602		
604	15	32	6R	GTVLV			1' South of hydrant 602 - 9' EWC 24th St.		
701	165	33	4R	SVLV			3' WWC East Rd. - 13' North of hydrant 701		
702	134	33	8L	GTVLV			9' WWC East Rd. - 8' North of hydrant 701		
802	136	33	6R	SVLV			229' NNC 24TH AVE, 3' EWC LIGHTRAIL STA. DRIVEWAY, 38' WEC LIGHTRAIL STA. DRIVEWAY		
803	168	32	8R	SVLV			Service - 57' WW Gate HP Yard - 12' NNC West Pacific Av. (metered)		
804	214	32	2L	SVLV			Service-7' SSC Underpass-18' E of W end of parking lot fence (closed do not open)		
805	216	32	8R	GTVLV			29' WW face concrete pillar - 4' NN face concrete pillar		
806	116	36	18L	GTVLV	60		27' N OF N BRIDGE PILLER - 1' EEC 24TH		
807	115	36	2AV	ARVLV			7' WWC - 5' North of Bridge		
808	118	36	10R	GTVLV			10' WEC 24th St. - 25' NNLL 3940 24th St		
809	128	36	18BV	BTVLV	17.5		17.5 Turns - 10' WEC 24th St. - 21' NNLL 3900 24th St		
810	114	36	6R	GTVLV			14' North of hydrant 801 (By-pass 3' WWC 24th St. - 2' E & 14' S Containing Wall)		
811	4	36	8R	GTVLV			12' WEPL Attawa Av - 3' NSPL 3967 Attawa Av		
812	108	36	10R	GTVLV			30' EEC Sutterville ByPass - 13' SSC Sutterville Rd (W)		
813				CKVLV					
901	16	32	8R	GTVLV			27' NSC Sutterville Rd. - 65' EEC Jeffrey Av.		
902	22	32	6R	GTVLV			8' SSC Sutterville Rd. - 11' EWC Jeffrey Av.		
903	21	32	18L	GTVLV	57		67 turns - 28' NSC Sutterville Rd. - 8' EEPL A/ley (Jeffrey & W. Pacific Aves.)		
904	19	32	6R	GTVLV			24' NSC Sutterville Rd. - 29' WEC W. Pacific Av.		
905	215	32	6R	GTVLV			23' West of pole line - 15' NNC WPRR bypass		
906	24	32	6R	GTVLV			11' EWC Jeffrey Av. - 10' SNLL 3744 Jeffrey Av.		

HYDRANTS									
New ID	Old ID	Old Map	Make	Type	Pic Code	Valve Distance	Main Distance	Location	
101	48	33	I	STD	12B-5 1/4E	Use GV 109	3' W	SW Cor 10th Av & a/ley (22nd & 23rd Sts)	
102	44	33	M	STD	M6-5 1/4H	4' S	9' N	NW Cor 22nd St & a/ley (11th & 12th Avs)	
103	55	33	I	STD		14' S	16' N	W side 23rd St bet 11th & 12th Avs	
104	76	33	W	DP	W2-5 1/4K	3 1/2' S & 1 1/2'	32' N	S. Side 12th Ave - 164' EEC of 22nd St - Across from 2225 12th Ave	
301	69	33	K	PRIV				2' SN & 6' WE wall storage bldg	
302	13	32	I	STD	13B-5 1/4E	Use GV11 42	3' N	W side W Curtis Dr. bet 9th & 10th Avs.	
303	4	32	I	STD	13B-5 1/4E	11' E	14' W	W side 24th St. bet 9th & 10th Avs. - in front of 3420 24th St.	
304	70	33	U	PRIV				3' SS & 5' WE wall Blacksmith Shop	
305	71	33	WH	PRIV				1' SS & 1' WW wall Brass House	
401	47	33	CL	PRIV	L3-41/2U	9' S	12' N	S side north entrance Junior college-500' EEPL Freeport - 34' WW wall north Gymnasium	
501	72	33	I	PRIV				104' SS & 64' WW wall shops	
602	65	33	M	STD	M8-5 1/4H	2' E	6' W	(HYD REPL 2009) 295' SS Wall Machine shop - on EPL school property	
601	12	32	I	STD	13B-5 1/4E	Use GV3 232	3' N	W side W Curtis Dr. bet 11th Av. & Coleman Wy.	
602	5	32	I	STD	13B-5 1/4E	Use GV 14 & 232	4' N	E side 24th St. bet 11th Av. & Coleman Wy.	
603	74	33	I	PRIV		1' E		161' NNC Library Rd - 20' EEC East Rd	
604	73	33	M	PRIV		2' S		17' NNLL WP Yard - 9' WW wall storage shed	
605	6	32	M	STD			14' W & 6' N	W side 24th St. - 90' NNPL Sutterville Rd. - 6' NSLL 3656 24th St.	
701	57	33	C	PRIV	C7B-5E	3' E	5' W	267' SSC North Rd	
702	75	33	K	PRIV	K8-4 1/2H-5 1/4H	1' E	13' W	(HYD REPL 2009) NW Cor East Rd & Library Rd. - (20' WWC East Rd & 11' NNC Library Road)	
801	79	36	I	STD	11B-4 1/4E	10' N & 10' W	14' SE	W side 24th St - 12' NNLL 3900 24th St	
802	84	36	WH	WH	3R (3x2 1/2)	1' SW	2' NE	W side RR Track	
803	4	36	PS	STD	PSS-4H	25' E	27' W	NW Cor 24th St Bypass & Attawa Av	
901	7	32	I	STD	13B-5 1/4E	12' E	17' W	W side Jeffrey Av. bet Sutterville Rd. & Wilmington - SLL 3744 Jeffrey	

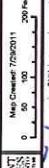
JJ15

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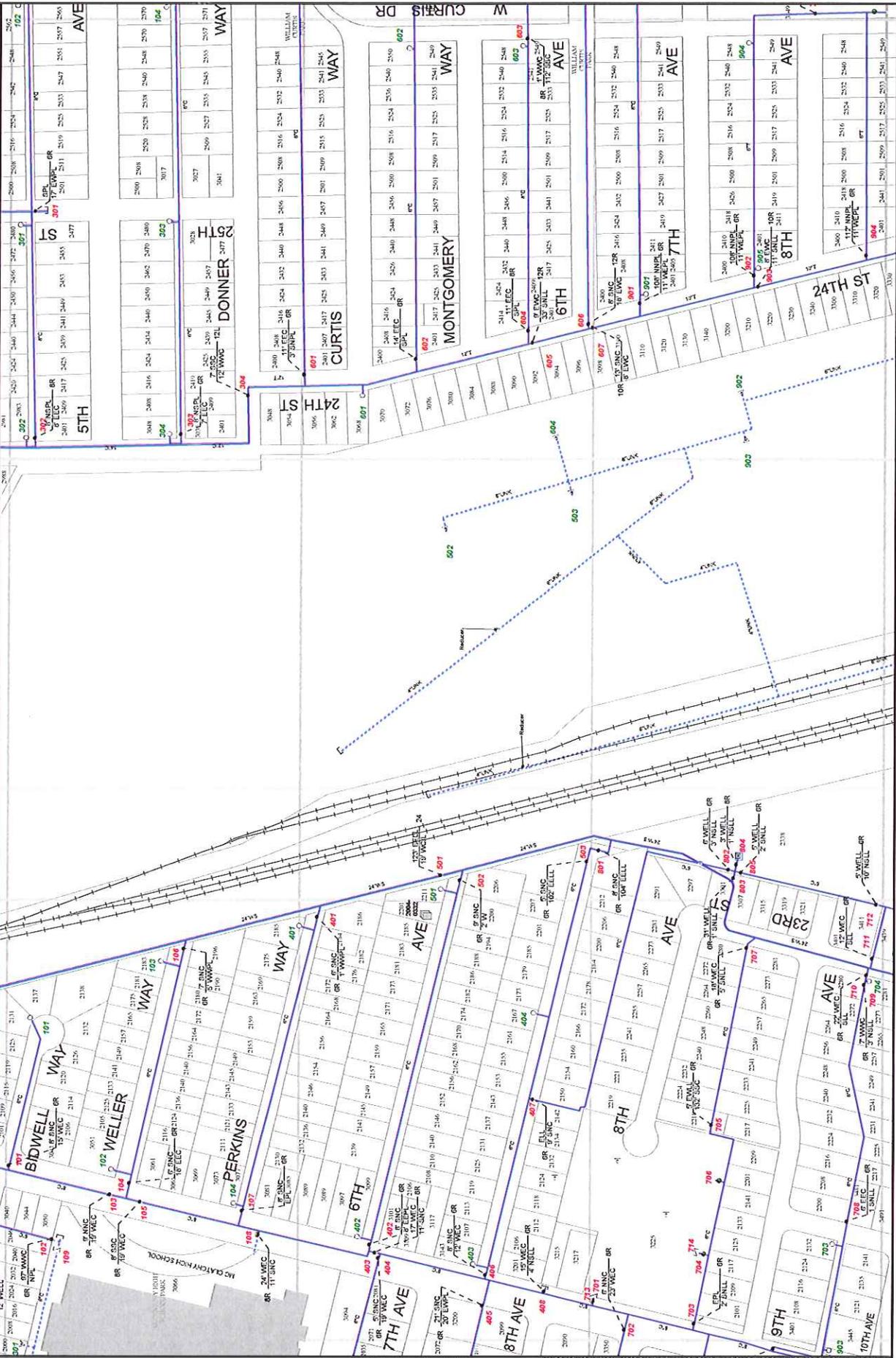


WATERBOOK 2011 CITY OF SACRAMENTO

Map Created: 7/20/2011  
 0 50 100 Feet



DATA SOURCES:  
 CITY OF SACRAMENTO  
 SACRAMENTO COUNTY



FAUNAS MAP
WATER PRESSURE
AERIAL VIEW

VALVES									
New ID	Old ID	Old Map	Size Open	Type	Turns	SVC Type	Location	SVC Address	
101	82	33	6R	GTVLV			8' SNC Bidwell Wy. - 15' WEC Freeport Blvd.		
102	143	33	6R	GTVLV			97' WWC Freeport Blvd. - NPL school grounds (under fence)		
103	84	33	6R	GTVLV			9' NNC Weiler Wy. - 19' WEC Freeport Blvd.		
104	85	33	6R	GTVLV			6' SNC Weiler Wy. - 18' EEC Freeport Blvd.		
105	88	33	6R	GTVLV			8' SSC Weiler Wy. - 19' WEC Freeport Blvd.		
106	112	33	6R	GTVLV			7' SNC Weiler Wy. - 5' WWPL of WPRR		
107	87	33	6R	GTVLV			8' SNC Perkins Wy. - on EPL Freeport Blvd.		
108	149	33	8R	SVVLV			Service - 24' WEC Freeport Blvd. - 11' SNC Perkins Wy. (McClatchy High School)		
109				CKVLV					
301	75	27	6R	GTVLV			On SPL Alley (Portola Wy. & 5th Av.) - 17' EWPL 25th St.		
302	28	27	6R	GTVLV			8' NSPL Alley (Portola Wy. & 5th Av.) - 8' EEC 24th St.		
303	27	27	6R	GTVLV			8' NSPL Alley (5th Av. & Donner Wy.) - 7' EEC 24th St.		
304	26	27	12L	GTVLV			7' SSC Donner Wy. - 12' WWC 24th St. (S) (on Lot of 3048 24th St.)		
401	113	33	6R	GTVLV			6' SNC Perkins Wy. - 1' WWPL WPRR ROW		
402	88	33	6R	GTVLV			8' SNC 6th Av. - 8' EEPL Freeport Blvd.		
403	89	33	6R	GTVLV			17' WEC Freeport Blvd. - 11' SNC 6th Av.		
404	90	33	6R	GTVLV			5' SNC 6th Av. - 19' WEC Freeport Blvd.		
405	92	33	6R	GTVLV			21' SNC 7th Av. - 20' EWPL Freeport Blvd.		
406	91	33	6R	GTVLV			8' SNC 7th Av. (E) - 12' WEC Freeport Blvd.		
407	144	33	6R	GTVLV			On ELL - 9' SNC 2143 7th Av.		
408	93	33	6R	GTVLV			GV 89 - 15' WEC Freeport Blvd. - 4' NSLL 3211 Freeport		
501	141	33	24	GTVLV					
502	114	33	6R	GTVLV			9' SNC 6th Av. - 2' W WPRR ROW		
503	115	33	6R	GTVLV			5' SNC 102' EELL 2207 7th Av.		
601	1	32	6R	GTVLV			11' EEC 24th St. - 3' SNPL 2401 Curt's Wy.		
602	2	32	6R	GTVLV			14' EEC 24th St. - On SPL 2400 Curt's Wy.		
603	231	32	8R	GTVLV			1' WWC W. Curt's Dr. - 112' SSC Montgomery Wy.		
604	3	32	8R	GTVLV			11' EEC 24th St. - On SPL 2414 Montgomery Wy.		
605	4	32	12R	GTVLV			9' EWC 24th St. - 33' SNLL 3092 24th St. (unable to locate)		
608	5	32	12R	GTVLV			8' SNC 6th Av. - 18' EWC 24th St.		
607	6	32	10R	GTVLV			13' SNC 6th Av. - 8' EWC 24th St.		
701	159	33	8R	SVVLV		FS	14' WEC Freeport Blvd. - 110' NNC College Av. (W) - CV 17' E of GV		
702	94	33	8R	GTVLV			6' NNC College Av. (W) - 23' WEC Freeport Blvd.		
703	95	33	6R	GTVLV			On EPL Freeport Blvd. - 2' SNLL 2101 9th Av.		
704	157	33	6R	SVVLV		FS	195' EEC Freeport Blvd. - 16' EWLL-2' SNLL 2125 9th Av-CV 6' N of GV	2125 9th Ave	
705	111	33	6R	GTVLV			5' EWLL - 132' SSC 2216 8th Av.		
708	158	33	4R	SVVLV		DS	Domestic Service - 295' EEC Freeport Blvd. - 9' EWLL - 1' SNLL 2141 9th Av.	2141 9th Ave	
707	118	33	6R	GTVLV			18' WEC 23rd St. - 5' SNLL 3315 23rd St.		
708	110	33	6R	GTVLV			6' EEC - 1' SNLL 3481 22nd St.		
709	124	33	6R	GTVLV			7' WWC 23rd St. - 3' SNLL 2280 9th Av.		
710	145	33	6R	GTVLV			22' WEC - On SLL 3411 23rd St.		
711	123	33	6R	GTVLV			12' WEC - on SLL 3411 23rd St.		
712	122	33	6R	GTVLV			5' WELL - 10' NSLL 3411 23rd St.		
713				CKVLV			(check valve)		
714				CKVLV			(check valve)		
801	162	33	6R	GTVLV			8' SNC 7th Av. - 104' EELL 2207 7th Av.		
802	116	33	6R	GTVLV			6' WELL - 3' NSLL 3307 23rd St.		
803	119	33	6R	GTVLV			31' WELL - 1' SNLL 3315 23rd St.		
804	117	33	8R	GTVLV			3' WELL - 1' NSLL 3307 23rd St.		
805	120	33	6R	GTVLV			5' WELL - 2' SNLL 3315 23rd St.		
901	7	32	6R	GTVLV			108' NNPL 7th Av. - 11' WEPL 24th St.		
902	9	32	6R	GTVLV			108' NNPL 8th Av. - 11' WEPL 24th St.		
903	8	32	10R	GTVLV			8' EWC 24th St. - 11' SNLL 3220 24th St.		
904	10	32	6R	GTVLV			112' NNPL 9th Av. - 11' WEPL 24th St.		

HYDRANTS									
New ID	Old ID	Old Map	Make	Type	Plc Code	Valve Distance	Main Distance	Location	
				33					
				33					
				33					
101	49	33	PS	STD	PS1B-4E	Use GV 82	EOM	EPL Bidwell Wy - on NLL 2137 Bidwell Wy	
102	36	33	PS	STD	PS4B-5G	4' S	8' N	NE Cor Freeport Blvd & Weiler Wy	
103	50	33	C	STD	C7B-5E	4' S	8' N	N side Weiler Wy - 3' WELL 2181 Weiler Wy	
104	37	33	C	STD	C7B-5E	4' S	9' N	NE Cor Freeport Blvd & Perkins Wy	
301	30	27	C	STD	C7B-5E	2' S	19' N	NW Cor 25th St. & Alley (Portola Wy. & 5th Av.)	
302	15	27	C	STD	C8B-5F	6' S & 1' E	16' N	NE Cor 24th St. & Alley (Portola Wy. & 5th Av.)	
303	31	27	C	STD	C7B-5E	4' S	17' N	NW Cor 25th St. & Alley (5th Av. & Donner Wy.)	
304	14	27	C	STD	C8B-5F	8' S	16' N	NE Cor 24th St. & Alley (5th Av. & Donner Wy.)	
401	51	33	C	STD	C7B-5E	4' S	8' N	N side Perkins Wy at WPRR ROW	
402	38	33	C	STD	C8B-5F	4' S	8' N	NE Cor Freeport Blvd & 6th Av	
403	39	33	I	STD	I2B-5 1/4E	Use GV 91, 115	10' N	NE Cor Freeport Blvd & 7th Av	
404	53	33	I	STD	I2B-5 1/4E	7' S	13' N	N side 7th Av - 1' WELL 2187 7th Av	
501	52	33	K	STD	K11-5 1/4H	4' S	8' N	N side 6th Av - on WPL WPRR ROW	
502	34	33	G	PRIV				14' NN & 38' WW wall B & B Shop	
503	56	33	G	PRIV				38' NN & 41' WW wall store bldg	
601	1	32	I	STD	I3B-5 1/4E	11' E	17' W	W side 24th St. at Curt's Wy.	
602	16	32	I	STD	I3B-5 1/4E	Use GV2 37	4' N	W side W Curt's Dr. bet Curt's Wy. & Montgomery Wy.	
603	15	32	I	STD	I3B-5 1/4E	Use GV231 3	3' N	W side Curt's Dr. bet Montgomery Wy. & 6th Av.	
604	41	33	G	PRIV				30' WELL WP Yard & 35' NN wall store depl. bldg.	
703	42	33	I	STD	I2B-5 1/4E	Use GV97 110	6' N	NW Cor 22nd St & alley (9th & 10th Aves)	
704	54	33	I	STD	I2B-5 1/4E	Use 124, 145	3' S	W side 23rd St bet 9th & 10th Aves	
901	2	32	I	STD	I3B-5 1/4E	Use GV7 39	3' S	E side 24th St. bet 6th & 7th Aves.	
902	58	33	G	PRIV				12' WELL WP Yard - 31' SS wall store depl. bldg	
903	59	33	G	PRIV				46' WW & 7' NN wall store bldg	
904	14	32	I	STD	I3B-5 1/4E	Use GV9 167	3' N	W side W Curt's Dr. bet 7th & 8th Aves.	
905	3	32	I	STD	I3B-5 1/4E	2' W & 3' N	3' S	E side 24th St. bet 7th & 8th Aves.	

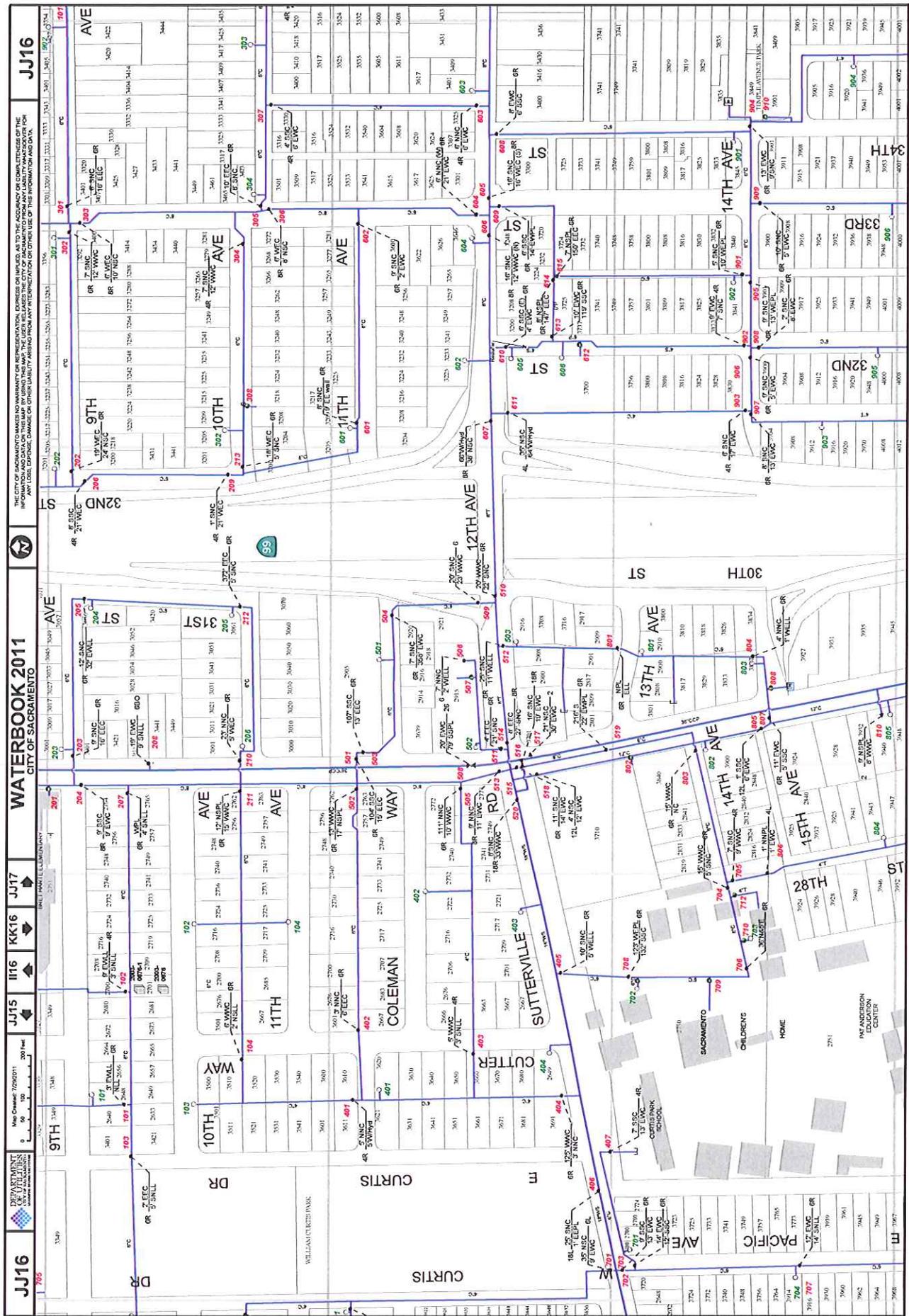


VALVES									
New ID	Old ID	Old Map	Size	Open	Type	Turns	SVC Type	Location	SVC Address
101	78	27	8R		GTVLV			8' NSPL Alley (Portola Wy. & 5th Av.) - EPL 26th St.	
102	95	27	6R		GTVLV			On SPL Alley (Portola Wy. & 5th Av.) - 17' EWPL 27th St.	
103	77	27	6R		GTVLV			On SPL Alley (Portola Wy. & 5th Av.) - 6' EWC 26th St.	
104	76	27	6R		GTVLV			8' NSPL Alley (5th Av. & Donner Wy.) - EPL 26th St.	
105	36	32	6R		GTVLV			5' NSPL - 3' WWPL 2632 Donner Wy.	
201	102	27	8R		GTVLV			On WPL Franklin Blvd. - 7' NSPL Alley (Portola Wy. & 5th Av.)	
202	145	27	6R		GTVLV			NPL 5th Av. - 6' EWC 32nd St.	
203	193	27	8		GTVLV			7' EE ROW Line Freeway - 183' W of NW Cor 32nd St. - 7' SNC 5th Av.	
204	195	27	8		GTVLV			4' SNC 5th Av. - 318' WWC Franklin Blvd. - 5' VW ROW Line Freeway	
205	101	27	8R		GTVLV			5' SNC 5th Av. (E) - EPL Franklin Blvd.	
206	99	27	8R		GTVLV			On SPL 5th Av. (E) - 11' EWC Franklin Blvd.	
207	146	27	6R		GTVLV			SPL 5th Av. - 6' EWC 32nd St.	
208	208	27	2AV		ARVLV			40' SSC 5th Av. (W) - 2' WWC Franklin Blvd.	
210	197	27	6		GTVLV			391' EEC Franklin Blvd - 8' WW ROW Line Freeway - 10' SNPL Alley (5th Av & Donner Wy)	
211	98	27	6R		GTVLV			6' SNPL Alley (5th Av. & Donner Wy.) (E) - 3' EEPL Franklin Blvd.	
212	126	27	4		SVVLV		DS	Domestic Service - 214' SSC 5th Av. - 6' WWC Donner Wy. (3026 32nd St.) Metered	3026 32nd St
214	209	27	6BO		BLVLV			27' EWPL Franklin Blvd. - 134' SSPL 5th Av. (W)	
215	97	27	6R		GTVLV			7' NSPL Alley (5th Av. & Donner Wy.) (W) - 15' WWC Franklin Blvd.	
216	198	27	6		GTVLV			392' EEC Franklin Blvd. - 3' SNC Donner Wy.	
217	96	27	6R		GTVLV			7' SNC Donner Wy. - 13' EEC Franklin Blvd.	
218	77	32	6R		GTVLV			On SPL Donner Wy. - 8' EWC 32nd St.	
219	200	32	6R		GTVLV			374' EEC Franklin Blvd. - 9' SNC Donner Wy. - 1' WELL 3063 Donner Wy.	
220	210	27	2AV		ARVLV			9' SSC Donner Wy. - 2' WWC Franklin Blvd. (Corp stop - 10' NSC Donner Wy.)	
221	76	32	6R		GTVLV			2' EWC Franklin Blvd. - 114' SSC Donner Wy.	
222			6L		SVVLV			25' North of valve 212 - 1' east of valve 212	
301	154	27	8R		GTVLV			On NPL 5th Av. (W) - 9' EWC 33rd St.	
302	173	27	6R		GTVLV			On NPL 5th Av. (E) - 42' WEC 34th St. (N)	
303	153	27	8R		GTVLV			5' SNC 5th Av. (W) - WPL 33rd St.	
304	152	27	8R		GTVLV			3' SSC 5th Av. (W) - 9' EWC 33rd St.	
305	220	28	6		SVVLV		FS	Fire Svc - 12' NNC 5th Ave - 6' EWPL Alley	
308	2	28	6R		GTVLV			6' SNPL 5th Av. - 5' EWPL Alley (34th & 35th Sts.)	
307	50	27	6R		SVVLV			Service - 8' EWC 32nd St. - 95' SSPL 5th Av.	
308	9	28	6R		GTVLV			On NPL 5th Av. - 7' EWC 35th St.	
309	218	27	4R		SVVLV		DS	Domestic Service - 227' WWC 34th St. - 6' SNPL Alley (5th Av. & Donner Wy.)	
310	151	27	4R		GTVLV			167' NNC Donner Wy. (W) - 14' EEC 33rd St. (S)	
311	150	27	6R(CLOS)		GTVLV			7' SNPL Alley (5th Av. & Donner Wy.) - WPL 33rd St. (closed)	
313	149	27	6R		GTVLV			6' SNC Donner Wy. - WPL 33rd St.	
314			6R		SVVLV		FS	27' EEC of 32nd St - 7' SNC of Donner Way	
315			4R		SVVLV		FS	360' WWC of 33rd St - 6' SNC of Donner Way	
316			6R		SVVLV		FS	203' NNC of Donner - 8' EWC of 33rd St.	
401	37	32	6R		GTVLV			On EPL E. Curtis Dr. - 2' SNLL 3065 E. Curtis Dr.	
402	38	32	8R		GTVLV			On EPL E. Curtis Dr. - 1' NSLL 3071 E. Curtis Dr.	
502	245	32	4R		SVVLV		DS	Metered Service - 8' EWC 32nd St. - 100' S of Valve #77	
503	244	32	4R		SVVLV		FS	Fire Service - 20' NNC Montgomery Way - 6' EWC 32nd Street	
504	78	32	6R		GTVLV			400' EEC Franklin Blvd. - 10' SNC Montgomery Wy. - 28' WW Freeway fence	
505	75	32	6R		GTVLV			14' SNC Montgomery Wy. - 15' EEC Franklin Blvd.	
506	74	32	6R		GTVLV			14' NSC Montgomery Wy. (E) - 4' EWC Franklin Blvd.	
507	73	32	8R		GTVLV			6' EWC Franklin Blvd. - 114' NNC 6th Av. (W)	
508	79	32	6R		GTVLV			11' NNC 6th Av. - 8' EWC 32nd St.	
509	203	32	12R		GTVLV			12' SNC 6th Av. - 6' WWC 32nd St. - 2' EE ROW Line Freeway	
510	201	32	12R		GTVLV			414' EEC Franklin Blvd. - 8' EWC 31st St. - 11' SNC 6th Av.	
511	72	32	8R		GTVLV			On NC 6th Av. (E) - 11' EWC Franklin Blvd.	
512	80	32	6R		GTVLV			On SPL 6th Av. - 25' WEC 32nd St.	
513	71	32	12R		GTVLV			15' SNC 6th Av. (E) - 13' EWC Franklin Blvd.	
514	202	32	6R		GTVLV			412' EEC Franklin Blvd. - 8' EWC 31st St. - 14' SNC 6th Av.	
515	70	32	12R		GTVLV			25' NNC 6th Av. (W) - 4' EWC Franklin Blvd.	
518	69	32	8R		GTVLV			1' SNC 6th Av. (W) - 10' EWC Franklin Blvd.	
602	113	32	4R		GTVLV			8' NSC Montgomery Wy. (W) - 188' EEPL 33rd St.	
603	227	32	4		SVVLV			*Service Cut and Capped after valve* - 353' EEC 33rd St. - 140' NSPL McClatchy Park	
604	257	32	6R		GTVLV			12' WWC 33rd St - 10' SNC Montgomery Way	
605	0	32	4		SVVLV				
606	239	32	6R		SVVLV		FS	Fire Service - 44' WWC 33rd St. - 20' NSC Montgomery Way.	
607	164	32	6R		SVVLV		FS	200' EEPL 32nd St. - 5' NSC Montgomery Wy.	
608	243	32	4R		SVVLV		DS	Metered Service - 18' NSC Montgomery Wy. - 86' EEC 32nd St.	
610	111	32	8R		GTVLV			7' NNC 6th Av. (E) - 12' EWC 33rd St.	
611	110	32	12R		GTVLV			5' SNC 6th Av. (E) - On EPL 33rd St.	
612	109	32	12BV		BTVLV			5' SNC 6th Av. (W) - On WPL 33rd St.	
613	108	32	8R		GTVLV			On SPL 6th Av. (W) - 11' EWC 33rd St.	
701	39	32	6R		GTVLV			On EPL E. Curtis Dr. - On NPL 2633 7th Av.	
702	40	32	6R		GTVLV			14' NNC 7th Av. - On WLL 2665 7th Av.	
703	41	32	4R		GTVLV			6' NSC 7th Av. - 20' EEC Cutter Wy.	
704	167	32	4R		GTVLV			2' NNC 8th Av. - 21' EEC W. Curtis Dr.	
705	23	32	4		SVVLV		IS	Irrigation Service - 113' NNC 8th Av. - 6' EEC West Curtis Dr.	
801	68	32	6R		GTVLV			10' WWC Franklin Blvd. - 112' SSC 6th Av.	
802	204	32	6R		GTVLV			7' SNC 8th Av. - 15' EELL 3059 8th Av.	
803	205	32	6R		GTVLV			22' WEC 32nd St. - 10' SNC 8th Av.	
804	67	32	6R		GTVLV			15' SNPL 8th Av. - On EPL Franklin Blvd.	
805	81	32	6R		GTVLV			On SPL 8th Av. - 25' WEC 32nd St.	
901	250	32	6R		SVVLV		FS	Fire Svc - 73' NNC 7th Ave - 10' EWC 33rd St	
902	251	32	8R		SVVLV		FS	Fire Svc - 69' NNC 7th Ave - 10' EWC 33rd St	
903	107	32	6R		GTVLV			9' SNC 7th Av. - On EPL 33rd St.	
904	106	32	6R		GTVLV			7' SNC 8th Av. - On WPL 33rd St.	

HYDRANTS									
New ID	Old ID	Old Map	Make	Type	Pic Code	Valve Distance	Main Distance	Location	
101	49	27	C	STD	C7B-5E	4' S	17' N	NW Cor 27th St. & Alley (Portola Wy. & 5th Av.)	
102	33	27	C	STD	C7B-5E	4' E	7' W	NW Cor 26th St. & Alley (Portola Wy. & 5th Av.)	

HYDRANTS								
New ID	Old ID	Old Map	Make	Type	Plc Code	Valve Distance	Main Distance	Location
103	50	27	C	STD	C7B-5E	5' S	9' N	NW Cor 27th St. & Alley (5th Av. & Donner Wy.)
104	32	27	M	STD	M8-5 1/4H	4' E	8' W	NW Cor 26th St. & Alley (5th Av. & Donner Wy.)
201	65	27	C	STD	C7B-5E	4' S	6' N	NE Cor Frankin Blvd. & 5th Av. (E)
202	77	27	M	STD	M6-5 1/4H	3' E	6' W	SW Cor 32nd St. & 5th Av.
203	78	27	C	STD	C7B-5E	4' S	8' N	NW Cor 32nd St. & Donner Wy.
204	66	27	C	STD	C8B-5F	4' S	7' N	NE Cor Frankin Blvd. & Donner Wy.
301	88	27	C	STD	C7B-5E	3' S	6' N	NW Cor 33rd St. & 5th Av.
302	7	28	C	STD	C8B-5F	3' N	9' W	NW Cor 5th Av. & Alley (34th & 35th Sts.)
303	8	28	C	STD	C7B-5E	4' S	7' N	NW 35th St. & 5th Av. (RO122094)
304	89	27	C	STD	C8B-5F	4' S	8' N	NE Cor 33rd St. & Donner Wy.
305			AD	STD		10' E	12' W	(valve location: 172' NNC of Donner - 8' EWC)
401	17	32	C	STD	C7B-5E	Use GV37_74	100' N	S side Curtis Wy. - 550' WWPL Frankin Blvd.
402	16	32	C	STD	C7B-5E	Use GV38_73	105' N	S side Montgomery Wy. - 500' WWPL Frankin Blvd.
403	19	32	I	STD	I1B-4 1/4E	Use GV 39 40	8811' N	S side 6th Av. - 425' WWPL Frankin Blvd.
501	103	32	I	STD	I4-4 1/4-1/2H	10' E	14' W	3054 31st St.
502	39	32	C	STD	C7B-5E	23' W	26' E	NE Cor 32nd St. & Montgomery Wy.
503	38	32	C	STD	C7B-5E	4' S	15' N	NE Cor Frankin Blvd. & Montgomery Wy.
504	36	32	C	STD	C7B-5E	4' E	17' W	NW Cor Frankin Blvd. & 6th Av.
505	40	32	C	STD	C7B-5E	21' W	24' E	SE Cor 32nd St. & 6th Av.
506	90	32	K	STD	K12-5 1/4H	10' E	13' W	(HYD REPL. 2010) W side Frontage Rd. - 50' SSC 6th Av.
601	59	32	C	STD	C8B-5F	4' S	12' N	NW Cor 33rd St. & Montgomery Wy.
602	58	32	C	STD	C7B-5E	4' E	13' W	NW Cor 33rd St. & 6th Av.
701	20	32	C	STD	C3B-4D	3' E	6' S	SE Cor Cutler Wy. & 7th Av.
801	41	32	K	STD	K11-5 1/4H	7' S & 22' W	23' E	NE Cor 32nd St. & 8th Av. (RO120650)
802	97	32	K	STD	K11-5 1/4H	10' E	13' W	(HYD REPL. 2010) W side Frontage Rd. - 50' NNC 8th Av.
803	35	32	C	STD	C8B-5F	5' S	10' N	NE Cor Frankin Blvd. & 8th Av. (E)
901	57	32	C	STD	C7B-5E	5' S	6' N	NW Cor 33rd St. & 8th Av.
902	64	32	C	STD	C7B-5E	3' S	5' N	NW Cor 35th St. & 9th Av.

1116



**JJ16** **JJ17** **KK16** **II16** **JJ15** **II15** **KK16** **JJ17** **JJ16**

Map Created: 7/20/2011

Scale: 1" = 200'

Map Data: 7/20/2011

City of Sacramento

Waterbook 2011

City of Sacramento

Map Data: 7/20/2011

Scale: 1" = 200'

Map Data: 7/20/2011

City of Sacramento

Waterbook 2011

City of Sacramento

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Map Data: 7/20/2011

Scale: 1" = 200'

Map Data: 7/20/2011

City of Sacramento

Waterbook 2011

City of Sacramento

VALVES									
New ID	Old ID	Old Map	Size Open	Type	Turns	SVC Type	Location	SVC Address	
101	43	32	6R	GTVLV			3' EWLL - On NLL 2649 10th Av.		
102	44	32	4R	GTVLV			9' EWLL - 3' SNLL 2701 10th Av.		
103	42	32	6R	GTVLV			2' EEC E. Curtis Dr. - 5' SNLL 3421 E. Curtis Dr.		
104	45	32	6R	GTVLV			6' WWC Cutter Wy. - 2' NSLL 3510 Cutter Wy.		
201	29	32	6R	SVVLV		DS/FS	Fire & Domestic - 8' EWC Franklin Blvd. - 2' NNC 9th Av. (Bret Harle School)		
202	207	32	6R	GTVLV			19' WEC 32nd St. - 24' NSC 9th Av.		
203	66	32	6R	GTVLV			9' SNC 9th Av. (E) - 16' EEC Franklin Blvd.		
204	65	32	8R	GTVLV			9' SSC 9th Av. (E) - 9' EWC Franklin Blvd.		
205	206	32	6R	GTVLV			12' SNC 9th Av. - 34' EWLL 3071 9th Av.		
206	82	32	4R	GTVLV			8' SSC 9th Av. - 21' WEC 32nd St.		
207	64	32	6R	GTVLV			On WPL Franklin Blvd. - 4' SNLL 2765 10th Av.		
208	218	32	6BO	BLVLV			19' EWC - 9' SNLL 3451 Franklin Blvd.		
209	83	32	4R	GTVLV			1' SNC 10th Av. - 21' WEC 32nd St.		
210	63	32	6R	GTVLV			23' NNC 10th Av. - 5' WEC Franklin Blvd.		
211	62	32	6R	GTVLV			12' NSPL 2762 10th Av. - 15' WWC Franklin Blvd.		
212	84	32	6R	GTVLV			372' EEC Franklin Blvd. - 5' SNC 10th Av. - 7' EWC 31st St.		
213	208	32	6R	GTVLV			18' WEC 32nd St. - 5' SNC 10th Av.		
301	105	32	6R	GTVLV			6' SNC 9th Av. - 18' EEC 33rd St.		
302	104	32	6R	GTVLV			7' SNC 9th Av. (W) - 12' WWC 33rd St.		
303	103	32	8R	GTVLV			10' NSC 9th Av. - 6' WEC 33rd St.		
304	102	32	4R	GTVLV			7' SNC 10th Av. (W) - 12' WWC 33rd St.		
305	101	32	6R	GTVLV			10' EEC 10th Av. (E) - 8' SNC 33rd St.		
306	256	32	8R	GTVLV			6' WEC 33rd St. - 8' NSC 10th Av. (E)		
307	119	32	4R	GTVLV			4' SSC 10th Av. - 6' EWC 34th St. (S)		
308			6	SVVLV			12' East of hydrant 302 - 10' SNC		
401	46	32	4R	GTVLV			5' NNC Coleman Wy. - 5' West of hydrant 401		
402	47	32	6R	GTVLV			3' NNC Coleman Wy. (W) - 6' EEC Cutter Wy.		
403	48	32	4R	GTVLV			5' WWC Cutter Wy. - 3' SNLL 3660 Cutter Wy.		
404	49	32	6R	GTVLV			125' WWC Cutter Wy. - 3' NNC Sutterville Rd.		
405	50	32	6R	GTVLV			10' SNC Sutterville Rd. - 5' WELL 2667 Sutterville Rd.		
406	30	32	18L	GTVLV	57		57 turns - 25' SNC Sutterville Rd. - 1' EEPL		
407	213	32	4R	GTVLV			(SAC. CHILDRENS HOME) 7' SSC Sutterville Rd. - 13' EWC E. Curtis Dr.		
501	185	32	6R	GTVLV			104' SSC 11th Av. (W) - 19' EEC Franklin Blvd.		
502	61	32	6R	GTVLV			13' WWC Franklin Blvd. - 17' NSPL 2762 11th Av.		
503	186	32	6R	GTVLV			107' SSC 11th Av. (W) - 13' EEC Franklin Blvd.		
504	209	32	6R	GTVLV			7' SNC 11th Av. - 358' EWC Franklin Blvd. - 23' W of Freeway		
505	60	32	6R	GTVLV			111' NNC Sutterville Rd. - 10' WWC Franklin Blvd.		
506	242	32	6	BLVLV			7' NNC 12th Av. - 2' WELL 2805 - 12th Av.		
507	241	32	4R	SVVLV		FS	Fire Service - 8' NNC 12th Av. - 187' EEC Franklin Blvd. - 81' WELL 2805		
508	219	32	26	BTVLV	97.5		97.5 Turns - 20' EWC Franklin Blvd. - 79' SSPL Coleman Wy.		
509	91	32	6	GTVLV			20' SNC 30th St. (S) - 23' WWC 12th Av.		
510	90	32	6R	GTVLV			20' WWC 30th St. (S) - 22' SNC 12th Av.		
511	240	32	6R	GTVLV			4' EEC Franklin Blvd. (N) - 21' SNC 12th Av.		
512	85	32	6R	GTVLV			25' SNC 12th Av. - 11' WELL #2805		
513	59	32	8R	GTVLV			9' NNC Sutterville Rd. - 11' EWC Franklin Blvd. (N)		
514	58	32	8R	GTVLV			8' EEC Franklin Blvd. (N) - 27' SNC 12th Av.		
515	56	32	6R	GTVLV			11' SNC Sutterville Rd. - 14' EWC Franklin Blvd. (N)		
516	220	32	18R	BTVLV	17.5		16' SNC Sutterville Rd. - 19' EWC Franklin Blvd. (N)		
517	221	32	2	ARVLV			21' NSC Sutterville Rd. - 30' EWC Franklin Blvd. (S)		
518	165	32	12L	GTVLV			4' NSC Sutterville Rd. - 12' EWC Franklin Blvd. (S)		
519	168	32	6R	GTVLV			216' S (6 inch x 6 inch cross) Franklin Blvd & Sutterville Rd. - 22' EWPL Franklin Blvd (5' W of 6 inch x 6 inch tee)		
520			18R	GTVLV		INLINE	8' SNC SUTTERVILLE RD. - 33' WWC FRANKLIN BLVD.		
601			6R	GTVLV			8' SNC 11th Av. - 9' EE wall freeway fence		
602	100	32	6R	GTVLV			9' SNC 11th Av. (W) - 2' EWC 33rd St.		
603	121	32	4R	GTVLV			6' NNC 12th Av. - 6' EWC 34th St. (N)		
604	99	32	8R	GTVLV			6' NNC (W) 12th Av. - 21' EWC 33rd St.		
605	98	32	8R	GTVLV			16' SNC 12th Av. - 16' WEC 33rd St. (S)		
606	97	32	8R	GTVLV			16' SNC 12th Av. - On WPL 33rd St.		
607	210	32	8R	GTVLV			66' West of hydrant 602 - 38' NSC 12th Av. (E)		
608	122	32	6R	GTVLV			8' EWC 34th St. (S) - 6' SSC 12th Av.		
609	96	32	6R	GTVLV			6' SSC 12th Av. - 14' EWPL 33rd St.		
610	94	32	6R	GTVLV			6' SSC 12th Av. (E) - 4' EWC 32nd St.		
611	92	32	4L	GTVLV			35' NSC 12th Av. (E) - 64' West of hydrant 602		
612	0	32	4R	SVVLV		FS	178' SSC OF 12th AVE - 8' EWC OF 32nd ST	3700 32nd St	
613			6R	GTVLV			10' EWC 32nd St. - 119' SSC of 12th Av.		
614			6R	GTVLV			8' NSPL of alley - 147' EEC of 32nd St.		
615			6R	GTVLV			7' NSPL of alley - 160' EEC of 32nd Ave		
701	31	32	6L	GTVLV			35' NSC Sutterville Rd. - 9' EWC East Pacific Ave		
702	28	32	6R	GTVLV			9' SSC Sutterville Rd. - 13' EWC E. Pacific Av.		
703	212	32	6R	GTVLV			14' EWC E. Pacific Av. - 12' SSC Sutterville Rd.		
704	32	32	6R	GTVLV			15' WWC 14th Av. - 5' SNC 14th Av.		
705	52	32	4R	GTVLV			7' SNC 14th Av. - 11' WWC 2819 - 14th Av.		
706	51	32	6R	GTVLV			36N& 5' E Hyd 30 at S end of N-S line		
707	27	32	6R	GTVLV			12' EWC - 14' SNLL 3784 E. Pacific Av.		
708	0	32	6R	GTVLV			123' WEPL of SACRAMENTO - 132' SSC of SACRAMENTO		
709	0	32	4R	SVVLV			(SAC. CHILDRENS HOME) 44' NNC of 19th AVE - 52' WW WALL of 2820 14th AVE	2820 14th St	
710	0	32	400R	SVVLV			(SAC. CHILDRENS HOME) 7' SNC of 14th AVE - 32' WWC of 28th ST		
711			6R	SVVLV			(SAC. CHILDRENS HOME)		
712			4R	SVVLV			(SAC. CHILDRENS HOME)		
801	86	32	6R	SVVLV			6' NNC 13th Av. - On ELL 2901 13th Av.		
802	170	32	6R	SVVLV		FS	4' NNC 18th Av. - 1' EWC Franklin Blvd. (3710 Franklin Blvd.)		
803	17	32	6R	GTVLV			15' WWC Franklin Blvd. - On NC 14th Av.		
804	87	32	6R	GTVLV			4' NNC 14th Av. - 1' WELL 3837 14th Ave		
805	55	32	12L	GTVLV			1' SSC 15th Av. (W) - 6' EWC Franklin Blvd.		
806	169	32	4L	GTVLV			1' NNPL 3924 28th St. - 2' WWC 28th St.		
807	211	32	6R	GTVLV			11' EWC Franklin Blvd. - 5' SSC 15th Av. (W)		
808	252	32	4R	SVVLV		DS	Dom. Svc. - 20' WELL 3837 14th Ave - 8' SNC 14th Ave (metered) freeway irr		
810	222	32	2	ARVLV			9' NSPL 3940 Franklin Blvd. - 8' WWC Franklin Blvd.		
901	188	32	6R	GTVLV			6' SNC 14th Av. - 10' WEPL Alley (32nd & 33rd Sts.)		
902	18	32	4R	GTVLV			9' EWC 32nd St. - 7' SNC 14th Av.		
903	93	32	4R	GTVLV			6' SNC 14th Av. - 17' EWC Sumac Ln (S)		
904	217	32	6R	GTVLV			13' EWC 34th St. - 9' SNC 14th Av.		

VALVES								
New ID	Old ID	Old Map	Size Open	Type	Turns	SVC Type	Location	SVC Address
905	95	32	6R	GTVLV			9' SNC 14th Av. - 13' WEPL A'ay (32nd & 33rd Sts.)	
906	236	32	6R	GTVLV			9' SNC 14th Av. - 5' EWC 32nd St.	
907	225	32	6R	GTVLV			8' SNC 14th Av. - 13' EWC Sumac Ln. (S)	
908	187	32	6R	GTVLV			2' SNC 14th Av. - 8' EWC 32nd St.	
909	161	32	6R	GTVLV			10' SNC 14th Av. - 8' EWC 33rd St.	
910	238	32	2	SVVLV		IS	Irrigation Service - Oak Park Mini Park - 34th St.	

HYDRANTS								
New ID	Old ID	Old Map	Make	Type	Pic Code	Valve Distance	Main Distance	Location
		32		PRV				
101	21	32	I	STD	13B-5 1/4E	Use GV 40 41	43' E	S side 9th Av. bet E. Curt's Dr. & Cutter Wy.
102	23	32	I	STD	13B-5 1/4E	Use GV45 62	114' N	S side 10th Av. - WLL 2724 10th Ave
103	22	32	I	STD	13B-5 1/4E	Use GV 45 46	EOM	S side 10th Av. bet E. Curt's Dr. & Cutter Wy.
104	24	32	I	STD	13B-5 1/4E	Use GV45 62	119' S	N side 11th Av. - ELL 2717 11th Ave
202	42	32	M	STD	M8-5 1/4H	27' W	30' E	(HYD REPL 2009) NE Cor 32nd St. & 9th Av.
203	34	32	M	STD	M8-5 1/4H	4' S	10' N	(HYD REPL 2010) NE Cor Franklin Blvd. & 9th Av.
204	98	32	M	STD	M8-5 1/4H	11' E	14' W	(HYD REPL 2010) W side Frontage Rd. - 35' SSC 9th Av.
205	43	32	I	STD	11B-4 1/4E	12' E	15' W	W side Service Rd. - 29' NNC 10th Av.
206	33	32	C	STD	C7B-5E	Use GV 63 & 84	4' E	NE Cor Franklin Blvd. & 10th Av.
301	56	32	C	STD	C7B-5E	6' S	9' N	NW Cor 33rd St. & 9th Av.
302	44	32	I	STD	11B-4 1/4E	3' S	8' N	N side 10th Av. - WLL #3209
303	66	32	C	STD	C8B-5F	9' S & 4' W	13' N	N side 10th Av. - 5' EWLL #3425
304	55	32	M	STD	M8-5 1/4H	8' S	12' N	(HYD REPL 2009) NE Cor 33rd St. & 10th Av.
401	25	32	I	STD	13B-5 1/4E	2' W	2' E	S side Coleman Wy. bet Curt's Dr. & Clutter Wy.
402	26	32	I	STD	13B-5 1/4E	Use GV48 60	108' N	S side Coleman Wy. - WLL #2722
403	27	32	C	STD	C8B-5F	31' E & 9' S	15' N	N side Sutterville Rd. - WLL 2731 Sutterville Rd.
404	102	32	I	STD	13B-5 1/4E	15' E & 4' S	19' N	NW Cor Sutterville Rd. & Cutter Wy.
501	45	32	M	STD	M8-5 1/4H	11' S	14' N	(HYD REPL 2010) (Super Cent 250 Hyd) N side 11th Av. - 225' EEC Franklin Blvd.
502	37	32	K	STD	K11-5 1/4H	1' E	1' N	NE Cor Franklin Blvd. & 12th Av.
503	99	32	I	STD	I5-4 1/2H	3' W	6' E	S side 12th Av. - 262' EEC Franklin Blvd. - ELL 2908
501	87	32	W	STD		8' S	9' N	N side 11th Av. - 5' WEL #3209
602	48	32	I	STD	16-4 1/4H	38' S	41' N	2' EWLL 3225 12th Ave - WLL #3225
603	54	32	C	STD	C7B-5E	15' S & 7' E	23' N	NE Cor 34th St. (N) & 12th Av.
604	53	32	M	STD	M6-5 1/4H	25' S & 6' W	34' N	NW Cor 33rd St. & 12th Av.
605			M	STD		15' E	16' W	in front of 3700 32nd St
608			UNK	STD				
701	100	32	C	STD	C11-5H	3' N	5' S	S side Sutterville Rd. - 8' EEC E. Pacific Av. - SE Cor.
702	29	32	C	STD	C8B-5F	5' E	59' W	On N-S Main - approx 160' S Sutterville Rd. (SAC. CHILDRENS HOME)
703	30	32	C	STD	C8B-5F	5' N	End N-S Main	At S end of N-S Main - 110' WWC 14th Ave - W. Side 2820 14th Ave (SAC. CHILDRENS HOME)
704	10	32	I	STD	13B-5 1/4E	12' E	18' W	W side E Pacific Av. - 329' SSSL Sutterville Rd.
801	48	32	PS	STD	PS1B-4E	2' W	4' E	S side 13th Av. bet Franklin Blvd. & 30th St.
802	32	32	C	STD	C7B-5E	1' E	4' W	SW Cor. 14th Av. & Franklin Blvd.
803	49	32	PS	STD	PS3-4G	5' S	18' N	3' WELL #3837 14th Ave - N side 14th
804	84	32	G	STD	G8-4 1/2H	8' W	15' E	E side 28th St. - On SLL 3943 28th St.
805	107	32	PS	STD	PS5-4H	17' E	19' W	W side Franklin Blvd. - 2' NSLL 3940 Franklin Blvd.
901	52	32	AD	STD	AD1-4 1/2H	29' E & 2' S	32' W	NW Cor 34th St. & 14th Av.
902	50	32	M	STD	M8-5 1/4H	4' E & 4' S	12' W	(HYD REPL 2010) NW Cor A'ay (32nd & 33rd Sts.) & 14th Av.
903	104	32	PS	STD	PS3-4G	8' E	11' W	W side Sumac Ln. - On SLL 3904 Sumac Ln.
904	51	32	D	STD	D1-4 1/2H	10' E	13' W	W side Temple Av. - 2' SLL 3920 Temple Av.
905	89	32	PS	STD	PS3-4G	6' E	9' W	SLL #3948
906	90	32	PS	STD	PS3-4G	10' E	12' W	5' NSLL #3948

JJ16

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E) Corp Stop Location
3048	24TH ST	NO METER	1.0	2' SSPL of Donner Way	31' EWLL, Back of Walk, 10' SSC of Donner
3054	24TH ST	NO METER	1.0	5' NSLL on 24th Street & 6' WWC of 24th Street	7' NSLL on 24th Street & 9' EWC of 24th Street
3056	24TH ST	NO METER	1.0	60' NNPL & 4' NSPL WPL of 24th Street	
3062	24TH ST	NO METER	1.0	3' NSLL & 11' WWC of 24th Street	
3068	24TH ST	NO METER	1.0	5' NSLL, SWWC of 24th Street	5' NSLL on 24th Street 10' EWLL of 24th street
3070	24TH ST	NO METER	1.0	5' NSLL 5 1/2' WWC on 24th Street	
3072	24TH ST	NO METER	1.0	7 1/2' NSLL Back of Sidewalk	
3076	24TH ST	NO METER	1.0	WPL of 24th Street	308' S of 5.Cb Donner Way
3080	24TH ST	NO METER	1.0	45' SNLL & 9' WWC of 24th Street	44' SNLL & 8' EWC of 24th Street
3084	24TH ST	NO METER	1.0	6' WWC, 12' NSLL	8' EWC, 12' NSLL
3088	24TH ST	NO METER	1.0	1) 6' WWC - 3' NSLL in SP (6/20/06)□	
3090	24TH ST	NO METER	1.0	2) 3' NSLL Back of Sidewalk	5' WWC on SLL
3090	24TH ST	NO METER	1.0	4 1/2' NSLL & 5 1/2' WWC on 24th Street	
3092	24TH ST	NO METER	1.0	WP Line of 24th Street	92' SSPL of Montgomery Way or 96' 6" SS curb of Montgomery 11' S of NLL
3094	24TH ST	NO METER	1.0	WPL of 24th Street	707' S of Donner Way
3096	24TH ST	NO METER	1.0	10 1/2' WWCL on 24th Street 2 1/2' SNLL	
3098	24TH ST	NO METER	1.0	5' WWC of 24th Street 1' SSLL of 24th Street	
3100	24TH ST	NO METER	1.0	7' WWC of 24th Street, 1' NNPL	8' EWC of 24th Street 1' SNLL
3110	24TH ST	NO METER	1.0	2' NSLL & 48' SNLL & 5' WWC on 24th Street	2' NSLL & 7' WWC of 24th Street
3120	24TH ST	NO METER	1.0	6' NSLL - 47' SNLL - 6' WWC of 24th Street	
3130	24TH ST	NO METER	1 Tap	6' NSLL 44' SNLL on WPL of 24th Street	3' NSLL, 47' SNLL, 7' EW Cb. Of 24th Street
3140	24TH ST	NO METER	1.0	3' NNPL & 4' WWC on 24th Street	
3200	24TH ST	NO METER	1.0	13' NSLL & 7' WWC in Standpipe	37' SSPL of 7th Ave or 41' 6" SSC of 7th Ave 16' NSLL, 18' WWPL of 24th Street
3210	24TH ST	NO METER	1.0	Same as corp cock - 12' W of Main - at WPL 24th Street	49' NSLL 1' SNLL
3220	24TH ST	NO METER	1.0	19' SNLL - 5' WWC 24th Street	18' SNLL - 8' EWC 24th Street
3230	24TH ST	NO METER	1.0	Same as corp cock - 17' SNLL, 1' WW Sidewalk 24th Street	52' NNPL 8th Ave 56' 6" NNC 8th Ave.
3240	24TH ST	NO METER	1.0		
3300	24TH ST	NO METER	1.0	7' NSLL & 43' SNLL & 8' EW Cb. of 24th Street	7' NSLL & 43' SNLL & 5' WW Cb. of 24th Street
3310	24TH ST	NO METER	0.75		21 1/2' NSPL 24th Ave - 42' WWPL 34th St -
3320	24TH ST	NO METER	1.0	42' WWPL 34th St - 42 1/2' EWLL on SPL 24th Ave	42 1/2' EWLL

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
3330	24TH ST	NO METER	1.0	28' NSLL & 22' SNLL & 9' EW Cb. of 24th Street	28' NSLL & 22' SNLL & 6' WW Cb. of 24th Street
3340	24TH ST	NO METER	1.0	1' Behind sidewalk on NLL	9' EWC of 24th Street on NLL
3400	24TH ST	NO METER	1.0	7' WWC of 24th Street - 2' SNLL of 3400 24th Street in S/P	10' EWC of 24th Street - 2' SNLL of 3400
3410	24TH ST	NO METER	1.0	9' NSLL & 6' WWC of 24th Street	
3420	24TH ST	NO METER	1.0	102' SSPL of 9th Ave @ WPL	8' SSSL, 7' EWC of 24th Street
3440	24TH ST	METERED	1.0	WPL	122' SSPL of 9th Ave.
3508	24TH ST	NO METER	1.0	WPL 24th Street	892' NNPL 12th Ave.
3512	24TH ST	NO METER	1.0	6' WWC of 24th Street & 13' NSLL	9' EWC of 24th Street & 13' SNLL
3516	24TH ST	NO METER	1.0	6' SNLL, 7' WWC of 24th Street	27' NNC of 11th Ave 10' EWC of 24th Street
3601	24TH ST	NO METER	1.0	WPL 24th Street	697' NNPL 12th Ave
3612	24TH ST	NO METER	1.0	6' WWC of 24th Street & 12' NSLL of 24th Street	9' EWC of 24th Street 13' NSLL of 24th Street
3616	24TH ST	NO METER	1.0	34' SNLL 1 1/2' behind sidewalk in s/p 11' nsl	9' EWC of 24th Street & 8' NSLL
3622	24TH ST	NO METER	1.0	5 1/2' WWC & 16' NSPL in meter box	9' EWC & 16' NSPL
3626	24TH ST	NO METER	1.0	6' WWC of 24th & 21' NSLL of 24th Street in Standpipe	20' NSLL & 9' EWC of 24th Street
3630	24TH ST	NO METER	1.0	C/S 20' NSLL, 36' SNLL 6' WWC of 24th Street	
3631	24TH ST	NO METER	1.0	6' EEC of 24th Street & On SLL in Standpipe	6' SSSL on 24th Street & 9' EWC of 24th St
3636	24TH ST	NO METER	1.0	26' NSLL, 5' WWC of 24th Street	26' NSLL, 9' EWC of 24th Street
3637	24TH ST	NO METER	1.0	1' SNLL & 6' EEC of 24th Street in Standpipe	7' SNLL on 24th Street & 9' EWC of 24th Street
3640	24TH ST	NO METER	1.0	23' SNLL & 9' EWC	23' SNLL & 7' WWC
3641	24TH ST	NO METER	1.0	10'EEC & 1' NSLL of 24th Street in c/s box	5 1/2' SSL & 10' EWC of 24th Street - 1' NSLL
3644	24TH ST	NO METER	0.75	WV. 19' NSLL - 6' WWC	
3645	24TH ST	NO METER	0.75	7' EEC 2' SNLL in c/s box	10' EWC 1' SNLL
3648	24TH ST	NO METER			
3649	24TH ST	NO METER	1.0	43' SNLL, 3' NSLL, 7' EEC in standpipe	23' WEC, 3' NSLL
3652	24TH ST	NO METER		12' NSLL & 8' WWC or 24th Street	10' EWC - 14' NSLL
3653	24TH ST	NO METER	1.0	36' SNLL & 10' NSLL - 6' EEC of 24th Street	
3656	24TH ST	NO METER	1.0	10' EWC & 9' NSLL	9' WWC & 11' NSLL
3657	24TH ST	METERED	1.0	1) 36' snll, 10' nsl, 6' wwc OF 24TH sT. (11/7/05)□ 2) 36'SNLL, 10'NSLL, 6'EEC of 24th St.	
3660	24TH ST	NO METER	1.0	18 1/2' NNC of Sutterville West New curb line	8 1/2' EWC of 24th Street
18 3661	24TH ST	METERED	1.0	40' nnc o/Sutterville Rd - 7' eec o/24th St (4/17/06)	40' nnc o/Sutterville Rd - 23' wec o/24th St (4/17/06)

Street Number	Street Name	Status	TapSize (E)	(E) Curb Stop Location	(E) Corp Stop Location
2400	6TH AV	NO METER	1.0	22' EWLL, 3' NSPL in box	24' EEPI of 24th, 1' NSPL
2401	6TH AV	NO METER	1.0	45' EEPL of 24th, S ROW	
2408	6TH AV	NO METER	1.0	20' WELL, 28' EWLL, 6 1/2' NSPL of Lot	
2409	6TH AV	NO METER	1.0	1) 17' EWLL, 33' WELL, 3' SNLL (11/14/05)□ 2) 18' EWLL, 5' SNLL	18' EWLL
2416	6TH AV	NO METER	0.75	20' WELL, 30' EWLL, 5' NSPL	
2417	6TH AV	NO METER	1.0	1) 25' well - 2' snll in sp (2/22/07)□ 2) 25' EWLL, 2' SNPL in box (9/6/05)□ 3) 26' EWLL, 26' WELL, 3 1/2' SNPL of Lot	
2424	6TH AV	NO METER	1, 3/4	2' WELL, 6' NSPL	
2425	6TH AV	NO METER	1.0	26' EWLL- 2' SNPL of ROW in S/P	26' EWLL- 3' NNPL of ROW
2432	6TH AV	NO METER	1.0	19' EWLL, 31' WELL, 5' NSPL	Same & 3' NSPL
2433	6TH AV	NO METER	1.0	22' EWLL, 30' WELL, 12" SNLL	Same & 3' NNLL
2441	6TH AV	NO METER	0.75	20' EWLL, 3' SNLL	Same & 1' NNLL
2500	6TH AV	NO METER	0.75	1) 26' ELL, 6' NSPL in box (12/23/05)□ 2) 26' EWLL, 6' NSPL in box of 2500 6th Ave. (11/28/05)□ 3) 26' EWLL, 5' NSLL in box (1/22/05)□	26' EWLL, 3' NSPL
2501	6TH AV	NO METER	1.0	335' EEPL of 24th, S ROW	
2508	6TH AV	NO METER	1.0	11' EWLL, 18' WELL, 7' NSLL	
2509	6TH AV	NO METER	1.0	8' EWLL, 2' SNLL	
2516	6TH AV	NO METER			
2517	6TH AV	NO METER	1.0	12' EWLL, 4' SNLL in box (9/5/06)	
2524	6TH AV	NO METER	1.0	168' WWPL of 26th, N ROW	
2525	6TH AV	NO METER	1.0	WV:28'EWLL, 23'WELL, 4'SNLL in C/S Box	
2532	6TH AV	NO METER	1.0	132' WWPL of 26th, N ROW	
2533	6TH AV	NO METER	0.75	7' EWLL, 5' SNPL	7' EWLL, 1' NNPL
2540	6TH AV	NO METER	1.0	8' NSLL & 30' EWLL in Standpipe	4' NSLL and 30' EWLL
2541	6TH AV	NO METER	1.0	14 1/2' EWLL, 2' SNPL	15' EWLL, 3' NNPL
2548	6TH AV	NO METER	1.0	15' EWLL, 35' WWPL of W Curtis, 8' NSPL	Same & 3' NSPL
2549	6TH AV	NO METER	1.0	6' EWLL, 3' SNLL	6.3' EWLL on NLL
2632	6TH AV	NO METER	1.0	30' EEC of Curtis Dr, 3' NSLL	
2633	6TH AV	NO METER	1.5	8' EEPL of 26th	
2640	6TH AV	NO METER	1.0	33' WELL, 18' EWLL, 4' NSPL	32' WELL, 19' EWLL, 1' SSPL
2641	6TH AV	NO METER	1.0	1) 13' well - 2' snll @ ROW in c/s box (9/19/07)□ 2) 13.5' EWLL - 2' SNLL	
2648	6TH AV	NO METER	1.0	27' EWLL, 23' WELL, 3' NSLL	Same & @ SLL

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
2649	6TH AV	NO METER	1.0	130' EEPL of (East) Curtis Park East @ S Line of ROW	
2656	6TH AV	NO METER	1.0	27' EWLL, 23' WELL, 4' NSPL	Same & on SPL
2657	6TH AV	NO METER	1.0	24' EWLL, 24' WELL, 1' SNLL	Same & 2' NNLL
2664	6TH AV	NO METER	1.0	232' EEPL of E Curtis Park, N ROW	
2665	6TH AV	NO METER	1.0	236' EEPL of Win Curtis Park S ROW	
2675	6TH AV	NO METER	1.0	16' EWLL, 35' WELL, 2' SNPL	16 1/2' EWLL, 34 1/2' WELL, 2' NNPL
2676	6TH AV	NO METER	0.75	284' EEPL of Curtis Park	
2680	6TH AV	NO METER	1.0	31' EWLL, 336' EEPL, of Curtis Park	31' EWLL, 1' NSLL
2681	6TH AV	NO METER	1.0	42' WELL, 8' EWLL, 2' SNLL	
2700	6TH AV	NO METER	1.0	14' EWLL, 35' WELL, 6' NSLL	
2701	6TH AV	NO METER	1.0	31' EWLL, 23' WELL, @ NLL	
2708	6TH AV	NO METER	1.0	28 1/2' EWLL, 5' NSPL of easement	Same & 1 1/2' NSPL of easement
2709	6TH AV	NO METER		12 1/2' EWLL on NPL in ROW	
2716	6TH AV	NO METER	1.0	4' EWLL, 6' NSPL under pool deck	5' EWLL, 2' NSPL
2717	6TH AV	NO METER	0.75	22 1/2' WELL, 2' SNLL	
2724	6TH AV	NO METER	1.0	10' EWLL, 4 1/2' NSPL of Lot	
2725	6TH AV	NO METER			
2732	6TH AV	NO METER	1.5		19 1/2' EWLL, 30' WELL
2733	6TH AV	NO METER	1.0	35' WELL, 15' EWLL, 2' SNLL	Same & 3' NNLL
2739	6TH AV	NO METER	1.0	245' WWPL of Franklin, S ROW	
2740	6TH AV	NO METER	0.75	33' EWLL, 5' NSLL	33' EWLL, 1 1/2' NSLL
2748	6TH AV	NO METER	1.5	30' WELL, 1/2' NSLL in S/P	
2755	6TH AV	NO METER	1.0	22' EWLL, 2' NSLL in box.	
2756	6TH AV	NO METER	1.0	28' EWLL, 7' NSLL in ROW in S/P	28'EWLL
2761	6TH AV	NO METER	1.0	37' EWLL, 1' SNPL	37' EWLL, 1' NNPL
2764	6TH AV	NO METER	1.5	63' WWC of Franklin, 4' NSLL	63' WWC of Franklin, 1' NSLL
2773	6TH AV	NO METER	1.5	42' WWC of Franklin on NLL	
2400	7TH AV	NO METER	1.0	10' WELL, 4' NSLL in ROW in box	10' WELL, 1' NSLL
2401	7TH AV	NO METER	.75	1) 10' WELL, 3' SNLL in box 2) 59'EEC of 24th St-10' WELL-3'SNLL in c/s box	
2405	7TH AV	NO METER	1.0	15' EWPL of Lot, 1 1/2' SNPL of Lot 60' EEC of 24th	
2410	7TH AV	NO METER	0.75	66' EEPL of 24th, N ROW	
2411	7TH AV	NO METER	1.0	20' EWLL, 28' WELL, 3' SNLL of ROW	Same & 2' NNLL of ROW
2418	7TH AV	NO METER	1.0	38' WELL, 13' EWLL, 9' NSPL in s/p	12' EWLL, 38' WELL, 7' NSPL
2419	7TH AV	NO METER	1.0	20' EWLL, 3' SNPL of easement	20' EWLL, 3' NNPL of easement
2426	7TH AV	NO METER	0.75	4' NSPL, 22' EWLL	1' NSPL, 2' EWLL
2427	7TH AV	NO METER	1.0	21' EWLL, 2' NSLL	
2500	7TH AV	NO METER	0.75	25' WELL, 8' NSLL	25' WELL, 2' NSLL

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
				1) 5' EWLL - 1' SNPL in SP o/address (6/8/06) <input type="checkbox"/> 2.1) 18' WELL - 2' SNPL in SP (6/6/06) <input type="checkbox"/> 2.2) 6' EWLL - 1' SNLL in SP (6/6/06) <input type="checkbox"/> 3) 6' EWLL, 1' SNLL	
2501	7TH AV	NO METER	1.0		
2508	7TH AV	NO METER	1.0	20' WEPL of Lot, 260' WWPL of W Curtis Park N ROW	
2509	7TH AV	NO METER	0.75	267' WWPL of 26th, S ROW	
2516	7TH AV	NO METER	0.75		24' WELL, 3' NSLL
2517	7TH AV	NO METER	1.0	25' EWLL, 25' WELL, 1 1/2' SNLL	
2524	7TH AV	NO METER	1.0	26' EWLL, 5' NSLL	
2525	7TH AV	NO METER	1.0	22' EWLL @ SPL of ROW	
2532	7TH AV	NO METER	0.75	135' WWPL of 26th, N ROW	4 1/2' EWLL- 6' NSLL
2533	7TH AV	NO METER	1.0	26' EWLL, 19' WELL, 2 1/2' SNLL	Same & 2' NNLL
2540	7TH AV	NO METER	1.0	4' EWLL, 12' NSLL in box	
2541	7TH AV	NO METER	0.75	5' EWLL, 2' SNLL (in ROW & Standpipe)	
2548	7TH AV	NO METER	0.75	47' WWPL of W Curtis Park, N ROW	
2549	7TH AV	NO METER	1.0	10 1/2' EWLL, 5' SNLL	
2633	7TH AV	NO METER	1.5	13' EEC of Curtis, 3' SNLL	
2641	7TH AV	NO METER	0.75	17' EWLL, 28' WELL, 2 1/2' SNPL	
2649	7TH AV	NO METER	1.0	23' WELL of lot, 4' SNPL of lot in standpipe	
2657	7TH AV	NO METER	0.75	30' EWPI of Lot, 3' SNPL of Lot	
2665	7TH AV	NO METER	1.0	18' WELL, 2 1/2' SNPL of Lot	28' WELL, 22' EWLL on NPL of Lot
2673	7TH AV	NO METER	0.75	Same & 2' SNPL of Lot	
2681	7TH AV	NO METER	1.0	21 1/2' EWLL, 4' SNLL	Same & 2' NNLL
2701	7TH AV	NO METER	1.0	30' EWLL, 2' SNLL (in rear of 2700 6th)	
2709	7TH AV	NO METER	1.0	45' WELL, 5' EWLL, 1' SNPL of 2709 7th Avenue, in box	
2717	7TH AV	NO METER	0.75	387' WWPL of Franklin, S ROW	
				1.1) 24' EWLL - 2' SNLL in box (5/31/06) <input type="checkbox"/> 1.2) 25' EWLL - 1' SNPL, ROW in c/s box (5/31/06) <input type="checkbox"/> 2) 24' EWLL, 2 1/2' SNPL in box	
2725	7TH AV	NO METER	1.0		
2733	7TH AV	NO METER	1.0	23 1/2' EWLL- 1' SNLL, in C/S Box	Same & 1' NNLL
2741	7TH AV	NO METER	0.75	25' EWLL, @ NLL	
2749	7TH AV	NO METER	0.75	177' WWPL of Franklin	
2757	7TH AV	NO METER	0.75	26 1/2' EWPL, 5' SNLL	
				1) 2.5' SNLL, 40' EWPL (11/2/05) <input type="checkbox"/> 2) 40' EWLL, 63' WWC of Franklin, 5' SNLL (10/26/05) <input type="checkbox"/> 3) 40' EWLL, 63' WWC of Franklin, 5' SNLL in box <input type="checkbox"/> (10/26/05) <input type="checkbox"/>	
190 2705	7TH AV	NO METER	1.5	45 1/2' WWC of Franklin on NPL of Lot	1' SNLL, 40' EWPL (11/2/05)

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E) Corp Stop Location
2400	8TH AV	NO METER	1.0	29' EEPL of 24th, 11' WELL, 5' NSLL	
2401	8TH AV	NO METER	1.0	45' EEC of 34th, 54' WELL, 1' SNLL	
2410	8TH AV	NO METER	1.0	13' WELL, 5' NSLL in S/P	
2411	8TH AV	NO METER	1.0	15' EWLL, 2' SNPL	
2418	8TH AV	NO METER	1.0	16' EWLL, 7' NSPL	16' EWLL, 3' NSPL
2419	8TH AV	NO METER	1.0	24' EWLL, 27' WELL, 4' SNPL	
2500	8TH AV	NO METER	1.0	22 1/2' EWLL, 27 1/2' WELL, 7' NSPL (in ROW)	Same & 4' NSPL (in ROW)
2501	8TH AV	NO METER	1.0	14' WELL, -1' SNLL in C/S box	Same & 2' NNPL (in Row)
2508	8TH AV	NO METER	1.0	1) 19.5' ewll - 3' snpl in box (9/2/07)□ 2) 24' EWLL - 2' NSLL in box (9/1/06)□ 3) 22' EWLL - 2' NSLL in S/P (8/31/06)	
2509	8TH AV	NO METER	0.75	12' EWLL, 1 1/2' SNPL	
2516	8TH AV	NO METER	0.75	5 1/2' EWLL, 5' NSLL	5 1/2' EWLL, 3 1/2' NSLL
2517	8TH AV	NO METER	0.75	222' WWPL of 26th, S ROW	
2524	8TH AV	NO METER	1.0	26' WELL, 24' EWLL, 5' NSLL	
2525	8TH AV	NO METER	1.0	27' WELL, 8" SNPL of ROW	
2532	8TH AV	NO METER	1.0	33' EWLL, 6' NSLL	
2533	8TH AV	NO METER	1.0	36' WELL, 9' EWLL, 1' SNPL	7'EWLL
2540	8TH AV	NO METER	0.75	7' NSLL & 15' EWLL	
2541	8TH AV	NO METER	0.75	10' EWLL, 1 1/2' SNLL in box (9/19/06)	8 1/2' EWLL, 5 1/2' NNLL
2548	8TH AV	NO METER	1.0	22' EWLL, approx. 7' NSLL	
2549	8TH AV	NO METER	0.75	53' WWC of W Curtis Dr, 114' NNC of 8th, S ROW	
2400	9TH AV	NO METER	1.0	6' WELL, enters property at SLL	
2401	9TH AV	NO METER	1.0	23' WELL, 4' SNLL	
2410	9TH AV	NO METER	1.25	23' EWPL & 2' NSLL	2' SSPL & 25' EWLL
2441	9TH AV	NO METER			
2500	9TH AV	NO METER	1.0	22' EWLL, 28' WELL, 2' NSPL	3 1/2' SSPL @ Main
2501	9TH AV	NO METER	0.75	1) 16' well - 2' snll in c/s box (5/11/07)□ 2) 170' EEPL of 24th @ S ROW	
2508	9TH AV	NO METER	1.0	22 1/2' WELL, 30' EWLL, 1' NSPL in ROW	Same & 3' SSPL in ROW
2509	9TH AV	NO METER	1.0	15' WELL, 34' EWLL, 18" SNLL	
2516	9TH AV	NO METER	1.0	6'EWLL, 6" NSPL	233'WWPL of W. Curtis Park, 5'EWLL
2517	9TH AV	NO METER	1.0	20'NSLL, 2'SNLL, 3'EWLL, 30"WELL in box	
2525	9TH AV	NO METER	1.0	26' EWLL, 2' SNPL in box	27' EWLL, 2' NNPL
2526	9TH AV	NO METER	0.75	189 1/4' WWPL of W Curtis Park, 20 1/4' EWLL of NPL of ROW	
2532	9TH AV	NO METER	1.0	41' EWLL, 1' WELL, 2' NSPL of ROW	Same & 2' SSPL of ROW

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
2533	9TH AV	NO METER	0.75	134' WWPL of W Curtis Park @ SL of ROW	
2540	9TH AV	NO METER	1.0	23' WELL, 3' NSLL	
2541	9TH AV	NO METER	1.0	30' EWLL- on NLL	
2548	9TH AV	NO METER	1.0	24' EWLL, 35' WWC of W Curtis, 2' NSPL	Same & 2' SSPL
2549	9TH AV	NO METER	1.0	10' EWLL, 54' WWC of W Curtis, 1' SNLL	Same & 3' NNULL
2640	9TH AV	NO METER			
2648	9TH AV	NO METER	1.0	24' WELL, 1' NSLL	
2656	9TH AV	NO METER	1.0	10 1/2' EWLL, 56' WWC of Cutter, 36' WELL, 2' NSLL in □ c/s box	
2664	9TH AV	NO METER	1.0	28' EWLL, 23 1/2' of Cutter Way	
2672	9TH AV	NO METER	1.0	39' WELL, 11' EWLL, 1' NSLL	
2680	9TH AV	NO METER	1.0	17' WELL @ SPL	
2700	9TH AV	NO METER	1.0	27' EWLL- 3' NSLL (in Standpipe)	
2708	9TH AV	NO METER	1.0	424' WWPL of Franklin, N ROW	
2716	9TH AV	NO METER	1.0	9' EWLL, 1' SNLL in S/P	9' EWLL, 9' SNLL (in bkyd of 2719 10th Av)
2724	9TH AV	NO METER	1.0	328' WWPL of Franklin, N ROW	
2732	9TH AV	NO METER	1.0	2' NSPL, 16' EWLL, 33' WELL	7 1/2' SSPL
2740	9TH AV	NO METER	1.0	225' WWPL of Franklin, N ROW	
2748	9TH AV	NO METER	1.0	179' WWPL of Franklin, N Side of ROW	
2756	9TH AV	NO METER	1.0	118' EEPL of Curtis Park Dr, N ROW	
2764	9TH AV	NO METER	1.0	36' EWLL, 65' WWPL of Franklin, 4' NSPL of ROW	69'WWC of Franklin Blvd-2'SSPL in ROW
2400	10TH AV	NO METER	1.0	7' WELL, 4' NSPL	7' WELL @ SPL
2401	10TH AV	NO METER	1.0	29' WELL, 3' S of Main	
2500	10TH AV	NO METER	1.0	6' EWPL of Lot, 4' NSLL, 3' N of Main	
2501	10TH AV	NO METER	1.0	15' WELL, 5' SNPL of ROW	15' EWLL, 1' SNPL of ROW
2508	10TH AV	NO METER	1.0	31' SNLL, 1'EWLL in Box	
2509	10TH AV	NO METER	0.75	17' EWLL - 5' SNPL in Box	
2516	10TH AV	NO METER	1.0	6' EWLL, 4' NSLL	
2517	10TH AV	NO METER	1.0	19' WELL, 32' EWLL, 5' SNPL in Box	19' WELL, 3' SNLL
2524	10TH AV	NO METER	1.0	210' EEPL of 24th, N Line of ROW	
2525	10TH AV	NO METER	1.0	24' WELL, 3' SNLL in Box	25' WELL, 8' SNPL
2532	10TH AV	NO METER	1.0	42' EWLL, 3' N of Main	
2537	10TH AV	NO METER	1.0	8' EWLL, 40 1/2' WELL, 5' SNPL (In ROW)	Same as Curb & 2' SNPL (In ROW)
2540	10TH AV	NO METER	1.0	21' EWLL, 27' WELL, 3' NSLL	
2541	10TH AV	NO METER	1.0	17' EWLL, 5' SNLL	

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
2548	10TH AV	NO METER	1.0	35' WWPL of W Curtis Drive, 15' EWLL, 2 1/2' NSPL (In ROW)	35' WWPL of W Curtis Drive, 15' EWLL, 6" SSPL (In ROW)
2549	10TH AV	NO METER	1.0	40' WWC of W Curtis Drive, 20' EWLL, 6' SNLL	
2633	10TH AV	NO METER	1.0	24 1/2' EWLL, 10' SNPL (In ROW)	23 1/2' EWLL, 7' SNPL (In ROW)
2649	10TH AV	NO METER	1.0	27' EWLL, 23' WELL, 9' SNPL (In ROW)	27' EWLL, 23' WELL, 6' SNPL (In ROW)
2657	10TH AV	NO METER	1.0	1) 2' wwc - 10' nsll in m/box (4/12/07) □ 2) 23' EWLL, 37' WELL, 7' SNLL	38' nsc - 34' ewc (4/12/07)
2665	10TH AV	NO METER	1.0	228' EEPL of East Curtis Park, S. ROW	
2673	10TH AV	NO METER	1.0	6' EWLL, 56' WELL, 9' SNLL	
2676	10TH AV	NO METER	1.0	10' EWLL, 7' NSPL (In ROW) in Stand Pipe	
2681	10TH AV	NO METER	1.0	330' EEPL of East Curtis Park Drive, & of ROW	
2700	10TH AV	NO METER	1.0	140' EEPL of Cutter, N of ROW	
2701	10TH AV	NO METER	1.0	25' EWLL, 25' WELL, 8' SNPL in ROW	
2708	10TH AV	NO METER	1.0	28' EWLL, 8' NSLL	28' EWLL
2709	10TH AV	NO METER	1.0	430' EEPL of Curtis Park Drive East, S of ROW	
2716	10TH AV	NO METER	1.0	20 1/2' EWLL, 6' NSPL of ROW	
2719	10TH AV	NO METER	1.0	7' EWLL, 45' WELL, 12' SNLL in s/p under pool deck	6' EWLL, 44' WELL, 9' SNLL
2724	10TH AV	NO METER	1.0	293' EEPL of Curtis, N of ROW	
2725	10TH AV	NO METER	1.0	41' WELL, 11' EWLL, 10' SNPL	41' WELL, 11' EWLL, 7' SNPL
2733	10TH AV	NO METER	1.0	26' EWLL, 24' WELL, 11' SNPL	10' SNLL, 1' EEPL of 10th
2736	10TH AV	NO METER	1.5	23' WELL, 27' EWLL, 8' NSLL	23' WELL, 27' EWLL
2740	10TH AV	NO METER	1.0	200' WWPL of Franklin, N ROW	
2741	10TH AV	NO METER	1.0	10.5' SNLL of 4.5' EWLL in sp	8' SNPL m 6' EWLL
2748	10TH AV	NO METER	1.0	10' EWLL, 5 1/2' NSLL	
2749	10TH AV	NO METER	1.0	19 1/2' WELL, 29 1/2' EWLL, 12' SNLL	
2756	10TH AV	NO METER	1.5	1) 14' EWLL, 4' NSPL (5/7/07) □ 2) 18' EWLL, 7' NSLL	1) 15' EWLL, 5' NSLP ROW (5/7/07)
2757	10TH AV	NO METER	1.0	24' EWLL, 2' SNPL (In ROW)	24' EWLL, 6' SNPL (In ROW)
2762	10TH AV	NO METER	1.5	62' WWC of Franklin Blvd	
2765	10TH AV	NO METER			
2401	11TH AV	NO METER	1.0	3' WELL, 28' EEC of 24th, 24' EEPL of 24th 1) 8' EWLL, 1' NSPL (07/13/06) □ 2) 8' EWPL of Lot, 1' NSPL of Lot in C/S Box	8' EWLL on NULL
2500	11TH AV	NO METER	1.0		
2501	11TH AV	NO METER	1.0	8' EWLL, 5' SNLL	
2508	11TH AV	NO METER	1.0	WV: 21' EWLL, on SPL in C/S box	
2509	11TH AV	NO METER	1.0	13' EWLL, 1 1/2' SNLL of Lot in Box	
2516	11TH AV	NO METER	1.0	31' WELL, 16' EWLL, 2' NSPL/ROW in S/P	

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
2517	11TH AV	NO METER	0.75	30 1/2' EWLL, 3 1/2' SNLL	
2524	11TH AV	NO METER	1.0	23' EWLL - @ SLL	
2525	11TH AV	NO METER	1.0	4' SNLL, 5' EWLL of 11th	
2532	11TH AV	NO METER	1.0	21' WELL, 3' NSPL (In Rear)	
2533	11TH AV	NO METER	1.0	92' WWPL of W Curtis Park @ S L of ROW	
2540	11TH AV	NO METER	1.0	47' WWC of W Curtis, 14' EWLL, 6' NSPL	3' NSPL
2541	11TH AV	NO METER	1.0	1) 17' wwc o/Custis or 3' snll in box (2/20/07) 5' deep 2) 20' WWPL of Curtis Park Drive (West) @ S L of ROW	17' wwc o/Custis Park or 18" snll (2/20/07)
2667	11TH AV	NO METER	1.25	7' WELL, 5' NNLL	
2676	11TH AV	NO METER	1.5	94' EEPL of Cutter, 8' NSLL, 16' WELL	16' WELL, 3 1/2' NSPL
2685	11TH AV	NO METER	1.5	32' EWLL - 4' SNPL in Box	32' EWLL, 2' NSPL
2700	11TH AV	NO METER	1.0	8' NSPL, 36' EWLL	
2709	11TH AV	NO METER	1.0	19 1/2' EWPL of Lot @ NPL of Lot	
2716	11TH AV	NO METER	1.5	217' EEL of Cutter Way, N of ROW	
2717	11TH AV	NO METER	1.0	24 1/2' WELL, 8' S of Main	
2725	11TH AV	NO METER	1.0	26' EWLL, 2' SNLL 26' WELL in box	26' WELL 4' NNPL
2730	11TH AV	NO METER	1.0	17' EWLL, 48' WELL, 10' NSPL	
2733	11TH AV	NO METER	1.5	25' EWLL, 3 1/2' SNLL	25' EWLL, 5' NNLL
2740	11TH AV	NO METER	1.0	193' WWC of Franklin, 6' NSLL	
2741	11TH AV	NO METER	1.5	23' EWLL, 3' SNLL of 11th (In ROW)	
2748	11TH AV	NO METER	1.5	2 1/2' WELL, 5' 6" NSLL	
2749	11TH AV	NO METER	1.0	29' 6" WELL, 2' SNPL in Box	
2756	11TH AV	NO METER	1.5	1) 9' NSLL, 2' EWLL (6/4/06) 2) 16' EWLL, 14' NSPL (In Rear)	6' NSLL, 1' EWLL (6/4/06)
2757	11TH AV	NO METER	1.0	29 1/2' WELL, 2' SNLL	
2762	11TH AV	NO METER	1.0	39' WWPL of Franklin, 8' NSLL, in Box	
2763	11TH AV	NO METER	1.0	67' WWC of Franklin Bl, 5' SNLL in Standpipe	
2905	11TH AV	METERED	1.0	146' EEC of Franklin @ SPL of 11th	
2400	COLEMAN WY	NO METER	1.0	87' SSPL of Coleman Way - 1' EEPL of 24th Street	
2401	COLEMAN WY	NO METER	1.0	Same as corp cock- 5 1/2' SNLL, 4' S of Main	39' 6" EEC 24th Street, 2' SNLL
2500	COLEMAN WY	NO METER	1.0	16' WELL - 1' NSLL (ROW)	
2501	COLEMAN WY	NO METER	1.0	15' EWLL, 4' SNLL in box	16' EWLL, 1' SNLL
2510	COLEMAN WY	NO METER	0.75	17' EWLL, 1' NSLL	13' EWLL, on SLL
2511	COLEMAN WY	NO METER	1.0	So. Side of Rt. of Way	126' E of E Cb. Line of 24th Street
2519	COLEMAN WY	NO METER	1.0	40' WELL - 4 1/2' EWLL - 5' SNPL of Lot	
2527	COLEMAN WY	NO METER	0.75	18 1/2' EWLL - 2' SNLL	
2533	COLEMAN WY	NO METER	1.0	South Rt. of Way	36' WW Prop. Line West Curtis Drive

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
2666	COLEMAN WY	NO METER	1.5	12' WELL - 6' NSLL	
2667	COLEMAN WY	NO METER	1.5	1' S of N Lot Line	49.5' EE Cb. Cutter Way, 11' W of E Lot Line
2676	COLEMAN WY	NO METER	1.0	27' EWLL - 4 1/2' NSLL 1 1/2' Deep	
2683	COLEMAN WY	NO METER	1.0	22' WELL - 5' SNLL	
2706	COLEMAN WY	NO METER	1.0	24 1/2' EWLL - 9' NSPL in ROW	
2707	COLEMAN WY	NO METER	1.5	34' EWLL - on NLL	
2716	COLEMAN WY	NO METER	1.5	8' WELL - 8' NSLL	
2717	COLEMAN WY	NO METER	1.25	35' EWLL - 1' SNLL	29' WELL - 35' EWLL - 4' NNPL (ROW)
2722	COLEMAN WY	NO METER		14' ewll 4' nspl in box	
2725	COLEMAN WY	NO METER	1.0	25' WELL - Enters Prop at NLL	NPL of Lot
2732	COLEMAN WY	NO METER	1.5	Wheel Valve: 19 1/2' EWLL - 8 1/2' NSLL	
2733	COLEMAN WY	NO METER	1.5	NPL of Lot	252' WW Curb of Franklin Blvd, 27 1/2' WEPL of Lot
2740	COLEMAN WY	NO METER	1.5	17' WELL - 11' NSLL in RW	Wheel Valve: 6' NSLL, 17' WELL
2741	COLEMAN WY	NO METER	1.0	34' EWLL - 19' WELL on NLL	
2749	COLEMAN WY	NO METER	1.0	22 1/2' EWLL - 2' SNLL	
2757	COLEMAN WY	NO METER	1.0	1) 3' snll - 24' ewll (6/6/06) □ 2) 2' SN Lot Line	1) 2' nml - 23' ewll (6/6/06) □ 2) 96.5' WW Cb. of Franklin Blvd., 27' WE Lot Line
2763	COLEMAN WY	NO METER	1.5	2' SNLL	47' WW Curb Franklin Blvd.
2772	COLEMAN WY	NO METER	1.5	1) 74' ewll - 3' nsll @ ROW in c/s box (9/28/07) □ 2) 76' WWC of Franklin Blvd - 3' N of Main	76' WWC of Franklin Blvd
2400	CURTIS WY	NO METER	0.75	N Rt. of Way	20' EEPL of 24th Street
2401	CURTIS WY	NO METER	1.5	34' EEPL of 24th Street - 8 1/2' SNLL	
2407	CURTIS WY	NO METER	0.75	4' SNLL - 13' EWLL in RW	2 1/2' SNLL - 13' EWLL in RW
2408	CURTIS WY	NO METER	1.0	13' EWLL - 2' NSLL	
2416	CURTIS WY	NO METER	1.0	N Rt. of Way	137' EEPL of 24th Street
2417	CURTIS WY	NO METER	0.75	5' SNLL - 18' EWLL	3' SNLL - 18' EWLL
2424	CURTIS WY	NO METER	1.0	7 1/2' NSPL, 12' WELL in C/S box	2 1/2' NSPL, 12' WELL
2425	CURTIS WY	NO METER			
2426	CURTIS WY	NO METER	0.75	2 1/2' N of main	35' W E lot line & 15' E W lot Line
2433	CURTIS WY	NO METER	0.75	16' EWLL - 7 1/2' SNLL	
2440	CURTIS WY	NO METER	1.0	Same - 6' NSPL in rear	36' WELL - 3' NSPL in rear
2441	CURTIS WY	NO METER	0.75	26' EWLL - 6' SNPL	
2448	CURTIS WY	NO METER	0.75	43' WELL, 6' EWLL - 5' NSPL in box	
2449	CURTIS WY	NO METER	0.75	27' EWLL, Approx 4' SNLL	

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E) Corp Stop Location
2456	CURTIS WY	NO METER	1.0	Same as corp cock - 4' NSLL	383' WWC W Street Curtis Drive. 373' WWPL West Curtis Drive. 17' EWLL
2457	CURTIS WY	NO METER	0.75		6'EWLL, 45'WELL, 3'SNPL
2500	CURTIS WY	NO METER	0.75	North right of way	390' EEPL of 24th Street
2501	CURTIS WY	NO METER	1.0	12' EWLL - 8' SNLL in box	13' EWLL, 6' SNLL
2508	CURTIS WY	NO METER	1 Wheel V*	9' EWLL - 3' NSPL of lot	6" SNPL
2509	CURTIS WY	NO METER	0.75	24' EWLL - 4' SNPL of ROW	
2515	CURTIS WY	NO METER	1.0	38' WELL - 12' EWLL - 4' SNPL	
2516	CURTIS WY	NO METER	1.0	1) 17' ewll - 5' nsll in c/s box (2/12/07) □ 2) North Rt of way	1) 17' ewll - 3' nsll (2/12/07) □ 2) 226' WWPL of West curtis park drive
2524	CURTIS WY	NO METER	1.0	32' EWLL - 8' NSLL (standpipe) 21' WELL in box	
2525	CURTIS WY	NO METER	0.75	Same - 1' SNLL	26' WELL - 2' NSLL
2533	CURTIS WY	NO METER	0.75	North Rt of way	129' WWPL of 26th Street
2536	CURTIS WY	NO METER			
2540	CURTIS WY	NO METER			
2541	CURTIS WY	NO METER	1.0	21' WELL- 3' SNPL in box	70' WWPL of Curtis park
2545	CURTIS WY	NO METER		1' SNLL, 11' EWLL in box in garage	
2550	CURTIS WY	NO METER	1.0	NPL of Rt. of way	84' WWPL of 26th Street
2633	CURTIS WY	NO METER	1.5	N Rt of way	36' EEPL of East Curtis park drive
2636	CURTIS WY	NO METER	1.5	43' EWC of Curtis - 5' NSPL	48' EWC of Curtis - 1' NSPL
2640	CURTIS WY	NO METER	1.0	Same as corp & 2' NSPL	22' EWLL & 28' WELL & 2' SSPL
2641	CURTIS WY	NO METER	1.0	31' WELL, 20' EWLL, 1' SNPL in ROW in a s/p.	31 1/2' WELL - 4' NNPL in ROW
2647	CURTIS WY	NO METER			
2650	CURTIS WY	NO METER	1.0	Same as corp cock - 29" N of main, 1 1/2' NSLL	22' WELL, 26' EWLL
2656	CURTIS WY	NO METER	1.0	13' EWLL - 3' NSLL in standpipe	38' EWLL - 1 1/2' SNLL
2657	CURTIS WY	NO METER	1.0	24 1/2' EWPL of lot - 2' SNPL of lot	
2665	CURTIS WY	NO METER	1.0	Wheel valve. 20' EWLL - 2 1/2' SNLL	20' EWLL, 3' NNLL
2666	CURTIS WY	NO METER	1.0	6' EWLL, 10' NSPL	
2672	CURTIS WY	NO METER	1.5	10' EWLL - 1' NSPL of Lot	
2677	CURTIS WY	NO METER	1.0	3' S of Main - 19" SNLL	15' WELL - 35' EWLL
2680	CURTIS WY	NO METER	1 wheel v*	21 1/2' EWPL of Lot - on SPL of lot	
2681	CURTIS WY	NO METER	1.5	18' WELL, 1 1/2' SNLL in S/P	3' NNLL, 18' WELL
2701	CURTIS WY	NO METER	1.0	2' SNPL Right of way	20' EWLL - 30' WELL - 3' NNPL Right of way
2708	CURTIS WY	NO METER	1.0	Same as corp cock - 2' SSLL, 2' N of SLL	38' E of WLL
2709	CURTIS WY	NO METER	1.5	16' EWLL - 39' WELL - 3' SNLL	
2740	CURTIS WY	NO METER	1.5	20' WELL, 37'EWLL, 3' NSPL in c/s box	
2747	CURTIS WY	NO METER	1.0	None	380' WWPL Franklin blvd

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E) Corp Stop Location
2724	CURTIS WY	NO METER	1.5	40' EWLL - 2' NSLL Standpipe	40' EWLL - 2' SSLL
2727	CURTIS WY	NO METER	1.0	12' EWLL	
2733	CURTIS WY	NO METER	1.0	23' WELL - 27' EWLL - 2' SNLL in Standpipe	
2736	CURTIS WY	NO METER	1.0	23' EWLL - 27' WELL - 3' N of main - 2' NSLL	23' EWLL - 27' WELL
2745	CURTIS WY	NO METER	1.0	13 1/2' EWLL - 1' SNPL of lot	
2748	CURTIS WY	NO METER	1 1/4 Wheel*		
2757	CURTIS WY	NO METER	1.0	None	165' WWPL Franklin
2760	CURTIS WY	NO METER	2.0	30' ewll - 5' nsll in c/s box (9/6/07)	
2761	CURTIS WY	NO METER	1 1/2 Cu	1' E of WLL and at NLL	151' W of WPL of Franklin blvd
2773	CURTIS WY	NO METER	2 Wheel V*	WV. 65' WWPL of Franklin Blvd - 2 1/2' SNPL of Lot	
3200	CUTTER WY	NO METER	1.5	40' SSC of 7th ave - 2' EWPL in c/s box	40' SSC of 7th ave - 3' WWPL
3201	CUTTER WY	NO METER	1.0	1) 12' NSLL - 1' WEPL ROW in SP (6/19/06) □ 2) West Rt. of Way	1) 12' NSLL - 7' EEPL ROW (6/19/06) □ 2) 46' SSPL of 7th Avenue
3212	CUTTER WY	NO METER	1.0	20' SNLL - 1 1/2' WWLL	20' SNLL - 26' NSLL - 1' EWLL
3215	CUTTER WY	NO METER	1 + 3/4	1" 12' NSLL - 3 1/2' WELL in S/P. 3/4". 11 1/2' □ NSLL - 3' WELL in S/P	
3220	CUTTER WY	NO METER	1.0	East Rt of way	140' SSPL of 7th Avenue
3225	CUTTER WY	NO METER	0.75	West Rt of Way	128' SSPL of 7th Avenue
3236	CUTTER WY	NO METER	0.75	20' NSLL - 2' EWPL of lot	
3237	CUTTER WY	NO METER	1.0	Same - on ELL	19' NSLL - 5' EELL
3300	CUTTER WY	NO METER	1.0	29 1/2' NSLL - 1 1/2' EWLL	
3301	CUTTER WY	NO METER	1.0	81' SNLL - 25' 6" NSLL - 5' 4" EEPL Rt of Way	31' SNLL - 25' 6" NSLL - 2' WEPL Rt. of Way
3313	CUTTER WY	NO METER	1.0	East Rt of Way	182' NNPL of 9th Avenue
3316	CUTTER WY	NO METER			
3324	CUTTER WY	NO METER	0.75	18' NSLL - on WLL	
				1) 27' nsll - 2' well in box (5/2/07) □ 2) Same & 2' WEPL	28' NSLL - 7' EEPL
3325	CUTTER WY	NO METER	1.0		
3327	CUTTER WY	NO METER	1.0	1) 9' NSLL, 1' WEPL in s/p (07/01/07) □ 2) 11' NSLL - 1' WEPL of Lot	
				1) 18' NSLL, 1' EWLL in ROW in box of 3336 Cutter Way (12/22/05) 2) 18' NSLL - 1' EWLL	
3336	CUTTER WY	NO METER	1 Wheel V*		
3348	CUTTER WY	NO METER	1.0	34 1/2' NSPL of 9th, 21' SNLL, 2 1/2' EWL of ROW	
3349	CUTTER WY	NO METER	1.0	West Rt of way	38' NNPL of 9th Avenue
3500	CUTTER WY	NO METER	1.0	WV. 15' NSLL, 5' EWLL	
3501	CUTTER WY	NO METER	1.0	6' nspl - 4' well (5/23/06)	5' nspl - 4' well in ROW o/address (5/23/06)
3510	CUTTER WY	NO METER	1.0	11' SNLL, 4' EWLL	20' SNLL, 36' NSLL

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
3520	CUTTER WY	NO METER	1.0	29' SNLL - 2' EWPL of lot or 5' E of Pole line in SP	
3530	CUTTER WY	NO METER	1.0	23' SNLL, 2' EWPL in ROW in S/P	24' SNPL - 3' WWPL
3540	CUTTER WY	NO METER	1.0	27' SNLL - 2' EWLL	
3600	CUTTER WY	NO METER	1.0	41' NSLL, 11' SNLL, 1' EWLL in box	16'6" SSC of 11th Av, 13'6" SNLL
3601	CUTTER WY	NO METER		17' WELL, 43' EEC of Cutter, 6' NSLL WV: Inside garage <input type="checkbox"/> bottom of brick wall to the East.	
3610	CUTTER WY	NO METER	1 Wheel V*	12' SNLL - 2' EWLL	
3620	CUTTER WY	NO METER	1.5	Same - 3' EWLL in ROW	11' NSLL - 1' WWLL in ROW
3630	CUTTER WY	NO METER	1.0	25' NSLL & 29' SNLL - 2' WWPL of Rt of way	25 NSLL - 29' SNLL - 2.6' EWPL of Rt. of Way
3640	CUTTER WY	NO METER	1.5	28' SNLL - 2' EWPL	
3650	CUTTER WY	NO METER	1.5	24' SNLL, 32' NSLL, 2' EWLL	23' SNLL, 32' NSLL, 3' WWPL of lot
3660	CUTTER WY	NO METER	1.0	11 1/2' NSLL, 3' EWLL	
3663	CUTTER WY	NO METER	1.0	75' EEC - 44' WEPL of ROW - 1' SNLL	
3667	CUTTER WY	NO METER	1 1/2 Whe*	22 1/2' SNLL - 31 1/2' NSLL - 3' WEPL of Lot	
3670	CUTTER WY	NO METER	1.5	18 1/2' SNLL - On WPL in ROW	
3680	CUTTER WY	NO METER	1.0	27' NSLL, 2' EWPL ROW in s/p (service is next to tree)	11' NN curb of 12th Avenue
2400	DONNER WY	NO METER	1.0	14' WELL - 1' NSLL in c/s box (5/10/07)	13' WELL - 2' SNLL
2408	DONNER WY	NO METER	1.0	5' WEPL of Lot - 1' NSPL of Lot	5' WELL, 2' SSPL
2416	DONNER WY	NO METER		2' NSLL - 29' EWLL	3' SNLL of 2417 Curtis Way - 29' EWLL
2424	DONNER WY	NO METER	1.0	18' WELL - 1' NSPL	18' WELL - 4' SSPL
2432	DONNER WY	NO METER	0.75	24' WELL - 3' NSPL of Lot	
2440	DONNER WY	NO METER	0.75	22' WELL - 2' NSPL	
2448	DONNER WY	NO METER	1.0	15' EWLL, 1' NSPL	North Line of ROW
2456	DONNER WY	NO METER	0.75	27' EWLL - 3' NSLL	
2500	DONNER WY	NO METER	1.0	7 1/2' WELL - 1 1/2' NSLL	
				1a) 2' NSPL - 23' EWLL (05/02/06) <input type="checkbox"/> 1b) 2' NSLL - 23' EWPL (05/02/06) <input type="checkbox"/> 2) 27' WELL - 3' NSPL in c/s box (4/27/06) <input type="checkbox"/> 3) 25' EWLL, 32' WELL, 2' NSLL (2/23/06) <input type="checkbox"/> 4) 23' EWLL, 3' NSPL in s/p (2/21/06) <input type="checkbox"/> 5) 23' EWLL, 27' WELL, 2' NSLL (1/23/06) <input type="checkbox"/>	
2508	DONNER WY	NO METER	0.75		
2516	DONNER WY	NO METER	1.0	SPL of Alley	130' EEPL of 25th Street
2524	DONNER WY	NO METER	1.0	15 1/2' EWLL - 6' NSLL	
2532	DONNER WY	NO METER	0.75	North Rt of Way	113' W WmC Park Drive PL

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
2540	DONNER WY	NO METER	1.0	3' NSLL, 3' EWLL	3' EWLL, 5' NSLL
2548	DONNER WY	NO METER	1.0	38' WELL - 2' EWLL - 5' NSLL in Standpipe	
2632	DONNER WY	NO METER	1.0	29' EWLL - 26 1/2' WELL - 4' NSLL	25' WELL - 7' NSPL
2644	DONNER WY	NO METER	0.75	8' NSLL - 3' EWLL in box	4 1/2' NSLL - 3' EWLL
2650	DONNER WY	NO METER	0.75	4' NSPL, 3' EWLL in ROW	
2660	DONNER WY	NO METER	1.0	5 1/2' NSPL, 5' EWLL	
2666	DONNER WY	NO METER	1.0	3' EWLL and 3' N of main	96' WWPL of 27th Street
2676	DONNER WY	NO METER	1.0	Same as Corp cock - 4' NSLL	4' EWPL of Lot
2686	DONNER WY	NO METER	1.0		6' EWLL - 1' NSLL
2702	DONNER WY	NO METER	1.0	5' EWLL, 45' WELL, 6' NSLL, Main is 2.5' NSLL	6' EWLL, 44' WELL
2710	DONNER WY	NO METER			
2720	DONNER WY	NO METER	0.75	17' EWLL - 3' NSLL	17' EWLL - 2' NSLL
2726	DONNER WY	NO METER	0.75	1) 8' EWLL, 4' NSLL in box (8/19/06) □ 2) 8' EWLL at SLL	8' EWLL, 1' NSLL (8/19/06) □
2734	DONNER WY	NO METER	0.75	5' NSLL, @ WLL	2' NSLL, 9' EWLL
2744	DONNER WY	NO METER	2 EA-1	1. 7' EWLL - 4' NSLL, 2. 7 1/2' EWLL - 4 1/2' NSLL	
2750	DONNER WY	NO METER	1.0	1) 6' NSPL, 18' EWLL (06/20/07) □ 2) 8' NSPL, 17' EWLL in ROW in box	205' W Curb of Franklin Blvd
2760	DONNER WY	NO METER	1.0	4' N of Main 7' N of SLL	166' 6" W of W Curb Franklin Blvd. 8' E of WLL & 4' N of SLL
2766	DONNER WY	NO METER		WV. 1' EWLL - 5' NSLL in S/P	
2772	DONNER WY	NO METER	1.0	6' EWLL, 3' NSLL	
3065	E CURTIS DR	NO METER	1.5	WV 66' EEC of E Curtis - 3' SNPL of 3065 E Curtis	
3071	E CURTIS DR	UNKNOWN			
3201	E CURTIS DR	NO METER	1.0	88' S of S curb of 7th Ave and 2' S of S lot line	87' S of S Curb of 7th Ave and 1' S of S lot line and 8' W of E lot line
3211	E CURTIS DR	NO METER	0.75	10' SNLL, 1 1/2' WELL	10' SNLL - 1 1/2' WELL
3223	E CURTIS DR	NO METER	1.0	23' SNLL - 8' WELL	
3239	E CURTIS DR	UNKNOWN	1.5	1) no c/s, under new concrete (03/01/07) □ 2) Same as corp. cock - 3' West of Main, 8' WELL	1) 1.5" corp: 7' snll - 6' well (03/01/07) □ 1" corp: 27' snll - 6' well (03/01/07) □ 2) 5' SNLL, 49' NSLL, 5' WELL
3309	E CURTIS DR	NO METER	0.75	West Rt. of Way	232' SSPL of 7th Ave
3311	E CURTIS DR	METERED	0.75	None	68' NNPL of 9th ave
3323	E CURTIS DR	NO METER	1.0	15' SNLL - 7' WELL	18' SNLL - 7' WELL
3329	E CURTIS DR	UNKNOWN	1.0	21' SNLL - 29' NSLL - 10' WEPL Right of Way	26' NSLL - 24' SNLL - 7' WEPL Right of Way
3379	E CURTIS DR	UNKNOWN	1.0	37' NNPL of 9th Ave @ ELL under concrete pool deck	
3401	E CURTIS DR	NO METER	1.0	1' SSLL & 4' WELL	7' SSLL & 2' WELL

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E) Corp Stop Location
3421	E CURTIS DR	UNKNOWN	1.0	13' NSPL - 2' WEPL	9' NSPL - 1' WEPL
3501	E CURTIS DR	NO METER	1.0	50' 6" SSPL of 10th Ave & 13' 6" NSLL & 6" NEPL Rt. of Way	51' SSPL of 10th Ave & 13' NSLL & 2' EEPL Rt. of Way
3511	E CURTIS DR	NO METER	1.5	6' 5" SNLL & 6' WELL Standpipe	Wheel valve 6' 5" SNLL & 1' WELL
3521	E CURTIS DR	NO METER	1.0	Same as Corp cock - 3' W of Main, 9' WELL	19' NSLL, 35' SNLL
3531	E CURTIS DR	UNKNOWN	1.0	West Rt. of Way	186' NNPL of Coleman Way
3541	E CURTIS DR	UNKNOWN	1.0	22' SNLL, 4' WELL in s/p	139' NNPL of Coleman Wy, 32' NSLL, 21.5 SNLL
3601	E CURTIS DR	NO METER	1.0	21' SNPL - 31' NSLL - 8' 6" WEPL in Right of Way	4' 6" WEPL in Right of Way
3611	E CURTIS DR	NO METER	1.0	4' W of main	50' NN Curb of Coleman Way, 9' SNPL of lot
3621	E CURTIS DR	NO METER	1.0	4' WEPL of Lot - 3 1/2' NSLL	1' WEPL of Lot - 3' NSLL
3631	E CURTIS DR	NO METER	1.0	28' SNLL - 6' WELL	26' SNLL - 3' WELL
3641	E CURTIS DR	NO METER	1.5	No Curb	29' SNLL - 3' WELL
3651	E CURTIS DR	NO METER	1.0	23 1/2' SNLL - 5' WEPL of Lot in Valve box	
3661	E CURTIS DR	NO METER	1.0	27' S of NLL - 6' W of ELL	27' S of NLL
3671	E CURTIS DR	NO METER	1.0	6' WEL Line	183' 6" NN Cb. 12th Ave is 10' SNL line
3681	E CURTIS DR	NO METER	1.0	1) 30' SNLL, 7' WELL in box (9/8/05)□ 2) 30' SNLL - 7' WELL	
3691	E CURTIS DR	NO METER	1.5	46' SNLL - 8' WELL in SP	
3045	FRANKLIN BL	NO METER	1.0	15' NSLL - 1' EEPL of Franklin	
3051	FRANKLIN BL	NO METER	1.0	4' NSLL, 6' EEC of Franklin	
3053	FRANKLIN BL	NO METER	1.0	17' NSLL - 35' SNLL - 5 1/2' EEC of Franklin	
3057	FRANKLIN BL	NO METER	1.0	4 1/2' NSLL - 5 1/2' EEC of Franklin Blvd.	
3063	FRANKLIN BL	NO METER	1.0	2' SNLL - 9' EEC of Franklin	
3069	FRANKLIN BL	NO METER		2' NNC of Montgomery Way - 31' WELL 105' EEC of Franklin (Stand Pipe )	
3071	FRANKLIN BL	NO METER	0.75	48 1/2' SSC of Montgomery - 5 1/2' EEC of Franklin	
3073	FRANKLIN BL	NO METER	1.0	Same - 2' SNLL	49' SSC of Montgomery - NPL of lot
3075	FRANKLIN BL	NO METER	1.0	EPL of Franklin Blvd.	7' SS Curb of Montgomery Way ( SW Cor.) SPL lot
3083	FRANKLIN BL	NO METER	1.0	EPL of Franklin Blvd.	7 1/2' SS Curb of Montgomery Way ( To West of Franklin )
3087	FRANKLIN BL	NO METER	1.0	EPL of Franklin Blvd.	66' NNC of 6th Ave (NEC) SPL of Lot
3091	FRANKLIN BL	NO METER	1.0	Same corp Cock - at E Curb of Franklin Blvd.	18.6' SSC 6th Avenue W, 14.6' SSPL 6th Avenue W at SLL
3091	FRANKLIN BL	NO METER	0.75	Back of East Curb	48' SSPL of 6th Avenue

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
3125	FRANKLIN BL	NO METER	1.0	1' EEC on SLL in box	
3135	FRANKLIN BL	NO METER	1.0	1' SNLL, 1' EEC of Franklin Blvd., 39' NSLL	
3207	FRANKLIN BL	NO METER	2.0	W Property line of School Property	13.5' NN Curb of 9th Avenue
3215	FRANKLIN BL	NO METER	1.0	2' SNLL - 40' NSLL - 1' EEC of Franklin Boulevard	3' SNLL - 39' NSLL - 32' WEC of Franklin Boulevard
3217	FRANKLIN BL	NO METER	1.0	28' SNLL - 12' NSLL - 30' WEC of Franklin Blvd	28' SNLL - 12' NSLL - 2' EEC of Franklin Blvd.
3225	FRANKLIN BL	NO METER	0.75	4' NSLL - 1' EEC of Franklin Blvd.	
3235	FRANKLIN BL	NO METER	0.75	Back of East Curb.	
3247	FRANKLIN BL	METERED	1.0	2' NSLL, 1' EEC in Box, 38' NNC of 8th Avenue	44' NNPL of 8th Avenue
3311	FRANKLIN BL	NO METER	1.0	Same & 6 1/2' SSC 8th Avenue ( in S/P)	95' EEC Franklin Bl.- 3' EWLL 3016 - 8th Avenue, 19' NSC 8th Avenue
3321	FRANKLIN BL	NO METER	1.0	Same & 5' EEC Franklin Blvd.	19' SNLL - 18' NSLL - 10' EWC Franklin Blvd.
3331	FRANKLIN BL	NO METER	0.75	1' E of EPL of Franklin Blvd.	115.5 S of S Curb of 8th Avenue
3339	FRANKLIN BL	NO METER	0.75	Extended to Back Sd.Wk - 9/18/1933	78' NNPL of 9th Avenue.
3401	FRANKLIN BL	NO METER	1.0	1) 15' NSLL - 5' EEC o/Franklin (8/24/06) □ 2) 15' NSLL, 44' SSC o/9th Ave, 7' EEC o/Franklin in □ SP (2/8/06) □ 3) 15' NSLL - 44' SSC o/9th Ave - 7' EEC o/Franklin	
3421	FRANKLIN BL	NO METER	1.0	90' SSC of 9th Avenue & 20' NSLL & 6' EEC of Franklin in Stand Pipe	
3429	FRANKLIN BL	NO METER	1.0	5' EEC of Franklin - on SLL	
3441	FRANKLIN BL	NO METER	1.0	1' NNLL - 6' WWC of Franklin	
3447-3449	FRANKLIN BL	NO METER	1.0	Same as corp cock - 4' NSLL, 14" EE Sidewalk Franklin	19' 6" SNPL 10th Avenue, 15' 6" SNC 10th Avenue
2401	MONTGOMERY WY	NO METER		7' WELL and 2' SNLL	
2414	MONTGOMERY WY	NO METER	1.0	North Rt. of Way	42' EEPL of 24th Street
2417	MONTGOMERY WY	NO METER	1.0	S. Rt. of Way	99' EEPL of 24th Street
2424	MONTGOMERY WY	NO METER	1.0	23' EWLL - 6' NSPL	23' EWLL - 2' NSPL
2425	MONTGOMERY WY	NO METER	0.75	S Rt. of Way	114' EEPL of 24th Street

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E)_Corp Stop Location
2432	MONTGOMERY WY	NO METER	1.0	38' WELL, 6' NSLL 13' EWLL	142' EEC of 138' EEPL of 24th Street
2433	MONTGOMERY WY	NO METER	1.0	1) 32' WELL, 18' EWLL, 2' NNLL (12/15/05)□ 2) 32' WELL, 18' EWLL, 2' NNPL	32' WELL, 8' EWLL, 3' SNPL
2440	MONTGOMERY WY	NO METER	0.75	8' NSPL of Lot - 8' EWLL	4' NSPL of Lot - 8' EWLL
2441	MONTGOMERY WY	NO METER			
2448	MONTGOMERY WY	NO METER	1.0	40' 6" WELL - 10' 6" EWLL - 6' 6" NSPL in Rt. of Way	2' 6" NSPL in Rt. of Way
2449	MONTGOMERY WY	NO METER	1.0	23' EWLL 26' WELL 16" SNPL in Box	23' EWLL 26' WELL
2456	MONTGOMERY WY	NO METER	1.0	Same & 4' NSPL	33' WELL - 17' EWLL - 2' NSPL
2457	MONTGOMERY WY	NO METER	1.0	19' WELL 2' SNPL in box	20' WELL 2' SNPL of lot
2500	MONTGOMERY WY	NO METER	1.0	36' WELL - 3 1/2' NSPL in ROW	
2501	MONTGOMERY WY	NO METER	1.0	South Rt. of Way	309' WWPL on 26th Street 290/19 WELL
2509	MONTGOMERY WY	NO METER	1.0	18' EWLL - 3' SNPL In Standpipe	
2514	MONTGOMERY WY	NO METER	1.0	23' WELL, 4' NSLL - in Standpipe	23' WELL, 16' SNPL
2516	MONTGOMERY WY	NO METER	1.0	26' EWLL - 3' NSPL in ROW in S/P 25' WELL	25' WELL 25' EWLL, 1' NSPL in ROW
2517	MONTGOMERY WY	NO METER	1.0	2' WELL, 3' SNLL	25' WELL, 2' NNPL
2524	MONTGOMERY WY	NO METER	1.0	N Rt. of Way	174' WWPL of 26th Street
2525	MONTGOMERY WY	NO METER	1.0	24' EWLL - 1' SNLL in S/P	

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E) Corp Stop Location
2532	MONTGOMERY WY	NO METER	1.0	19' WELL, 26' EWLL	7' North South PL
2535	MONTGOMERY WY	NO METER	1.0	18 1/2' WELL, @ NULL	
2540	MONTGOMERY WY	NO METER	1.0	3' N. of 6" Main	97 1/2' WW curb of W Curtis Park Drive & 6' EWLL
2541	MONTGOMERY WY	NO METER	1.0	Same as corp Cock - 5' S of Main, 2' SNLL	9' EWLL 37' WELL
2548	MONTGOMERY WY	NO METER	1.5	w/v: 16' EWLL, 4' NSLL in S/P	2' NSPL, 45' WWC of W Curtis, 15' EWLL
2549	MONTGOMERY WY	NO METER	1.0	Same - on So. ROW	18' WWPL of West Curtis Park Drive
2640	MONTGOMERY WY	NO METER	1.5	North Rt. of Way	55' EEPL of Curtis Park Drive East
2641	MONTGOMERY WY	NO METER	1.5	South line of Rt. of Way	78' EEPL E. Curtis Park Drive
2649	MONTGOMERY WY	NO METER	1.0	57' WELL and 10' EWLL	Same as corp and 4' SNLL
2654	MONTGOMERY WY	NO METER			
2657	MONTGOMERY WY	NO METER	2.0	WV 38' EWLL - 30' WELL - 7' SNPL of Lot	
2666	MONTGOMERY WY	NO METER	2.0	None	234' WEPL of W Curtis Park
2672	MONTGOMERY WY	NO METER	1.0	50' WELL, 4' SNLL, in ROW	50' WELL, 2' NSLL in ROW
2681	MONTGOMERY WY	NO METER	1.0	None	541' WWPL Franklin Blvd
2701	MONTGOMERY WY	NO METER	1.0	15' WELL - 5' SNPL	15' WELL - 2' SNPL
2709	MONTGOMERY WY	NO METER	1.0	None	418' WWPL Franklin Blvd.

Street Number	Street Name	Status	(E) Tap Size	(E) Curb Stop Location	(E) Corp Stop Location
2710	MONTGOMERY WY	NO METER	1.5	N Rt. of Way	430' WWPL of Franklin Blvd.
2723	MONTGOMERY WY	NO METER	1.5	S.S. of Rt. of Way	51' E. of W. line of lot
2727	MONTGOMERY WY	NO METER	1.5	SPL	19' W. of ELL or 56' E. of WPL
2728	MONTGOMERY WY	NO METER	1.5	Same as corp Cock - 8' NSLL	27' WELL
2730	MONTGOMERY WY	NO METER	1.5	None	287' WWPL of Franklin Blvd.
2740	MONTGOMERY WY	NO METER	2.0	Same - 9' NSLL in Garage	16' WELL - 6' NSLL
2750	MONTGOMERY WY	NO METER	1.25	Same and 6' NSPL in Rt. of Way	29' EWLL 45' WELL 2' 6" NSPL in Rt. of Way
2751	MONTGOMERY WY	NO METER	1.5	No Curb Cock	196' WWPL Franklin Blvd.
2757	MONTGOMERY WY	NO METER	1.5	39' EWLL, 4' SNLL	110' WWPL Franklin Blvd, 39' EWLL
2761	MONTGOMERY WY	NO METER	1 1/2 GV	20' EWLL - 1' SNLL	
2770	MONTGOMERY WY	NO METER	1.25	N.S. Rt. of Way	20' WWPL Franklin Blvd.
2649	SUTTERVILLE RD	NO METER	1.0	10' SNLL 2' EWLL Under Shurb SO of Swimming Pool Filter & Heater	5' E of Main
2667	SUTTERVILLE RD	NO METER	1.0	6' EEC of Cutler - 6' NNC of Sutterville	4' 6" WELL - 11' SNC of Sutterville
2701	SUTTERVILLE RD	NO METER	1.0	1' SNLL	157' EE Cb Cutter Way and 15'
2709	SUTTERVILLE RD	NO METER	1.25	38'WELL - 17'EWLL on the NPL in box	16' EWLL - 39' WELL - 5' NNPL in Rt of Wy
2717	SUTTERVILLE RD	NO METER	1.0	7' SNLL	250' EE Cb E Curtis Drive and 22' WELL
2721	SUTTERVILLE RD	NO METER	1.0	1' SNLL, 35' EWLL	14' NNLL, 35' EWLL
2731	SUTTERVILLE RD	NO METER	1.0	25' WELL - 1' SNPL	227' WWC of Franklid - 24 1/2' WELL
204				34'WELL, 21'EWLL, 1'SNLL in bkyd of 2740 Coleman Wy. in <input type="checkbox"/>	
2741	SUTTERVILLE RD	NO METER	1.0	box <input type="checkbox"/>	170 1/2'WWC of Franklin Bl, 17'WELL

Street Number	Street Name	Status	(E) TapSize	(E) Curb Stop Location	(E) Corp Stop Location
2749	SUTTERVILLE RD	NO METER	1.0	3' S of 6" Main	102 1/2' WW Cb Franklin Blvd, 49' EWLL
2773	SUTTERVILLE RD	METERED	1.0	106' NNC of Sutterville Rd - 40' WWC of Franklin Blvd	109' NNC of Sutterville Rd
3622	W CURTIS DR	NO METER	1.0	35' 6" SSC of Coleman - 4' WWC of W Curtis 23' NSLL of above - Standpipe	30' SSPL of Coleman Way
3626	W CURTIS DR	NO METER	1.0	25' SNLL, 25' NSLL, 1' WWC of W Curtis Park Drive	26' SNLL, 24' NSLL, 4' EWC of West Curtis Park Drive (tapped on East side of main)
3630	W CURTIS DR	NO METER	1.0	23' 6" SNLL - 26'6" NSLL - 1' WWCL of West Curtis Park Drive	24' SNLL - 27' NSLL - 4'EWCL of West Curtis Park Drive
3636	W CURTIS DR	NO METER	1.0	14' NSLL - 1' WWC of West Curtis Drive	194 1/2' SSC of Coleman Way - 14' NSPL of LT
3640	W CURTIS DR	NO METER	1.0	28' NSLL - 1' WWC of West Curtis	258 1/2' NNC of 12th Avenue - 19' SNPL of lot
3644	W CURTIS DR	NO METER	1.0	WPL of West Curtis Drive	196' NN Curb of 12th Avenue
3648	W CURTIS DR	NO METER	1.0	11' N of SLL - 35' S of NLL - 147' NNPL of Sutter Village	Main is 3' E of WC on West Curtis Drive
3652	W CURTIS DR	NO METER	1.5	3' EEC of West Curtis Drive	98' NNC of Sutter Village RO. 3' EWC of West Curtis
3656	W CURTIS DR	NO METER	1.0	45' NNC of Sutterville - 10' WWC of W Curtis Dr in a c/s box	45' NNC of Sutterville, 4' EWC of W Curtis

# **APPENDIX B**

## Notification Letters

**Constructing Water Main [Distribute 7 working day prior to beginning work]**

**(CITY LETTER HEAD)**

Dear Resident,

The City of Sacramento, Department of Utilities, awarded a construction contract to (Contractor) to replace the water distribution main and water services in your neighborhood. A new water main will be constructed in the street and water services will be constructed from the new main to each home. Also, new fire hydrants will be constructed to improve fire protection 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 6 PM.

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**

**Pipeline work is scheduled to begin in your neighborhood on**

**\_\_\_\_\_.**

Once the pipeline is constructed, we will return to your street to install the water service to each home, disinfect and pressure test the pipelines and restore paving and landscaping. The anticipated project completion date is \_\_\_\_\_.

Thank you for your cooperation on this very important project.

**Constructing Water Main: [Distribute 24 hours prior to beginning work]**

**(CITY LETTER HEAD)**

Dear Resident,

The City of Sacramento, Department of Utilities has commenced with the water main replacement project for your neighborhood. A Contractor may need to access your property to collect data to help the city determine pipe size and connection location. The Contractor may need to access your back yard as part of the data collection process. 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.**

**City Inspector: Name: Phone Number**

**City Project Manager: Name: Phone Number**

Thank you for your cooperation on this very important project.

**Transferring Water Services: [Distribute 7 working day prior to beginning work]**

**(CITY LETTER HEAD)**

Dear Resident,

(Contractor) has completed construction of the water main in your neighborhood. The next phase of our work requires connecting your new water service to your house plumbing.

**Your water service will be temporary shut-off for a short period of time between the hours of 7:30 AM and 3:30 PM. This work is currently scheduled for**

We will 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.**

**City Inspector: Name: Phone Number**  
**City Project Manager: Name: Phone Number**

Thank you for your cooperation on this very important project.

**Transferring Water Services: [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 between the hours of 7:30 AM and 3:30 PM.**

We will 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.**

**City Inspector: Name: Phone Number**  
**City Project Manager: Name: Phone Number**

Thank you for your cooperation on this very important project.



# **APPENDIX C**

## Traffic Alert Form



## TRAFFIC ALERT REQUEST

This request will provide the Department of Transportation (DOT) with the facts it needs to determine whether a traffic alert is needed. A traffic alert is warranted when traffic and/or pedestrian impacts related to construction activities are anticipated.

The alert is sent out to the local news media and to City Council, the City Manager's Office and DOT managers. Issuance of a traffic alert does not relieve the requestor of direct communication with the contiguous or adjacent businesses and residents.

Advance notification is necessary to provide DOT with ample time to consider whether a traffic alert is necessary, draft and obtain approval on copy and provide the news media with sufficient notice to consider running the announcement. **Therefore, the traffic alert must be submitted to Linda Tucker, Media and Communication Specialist with DOT, at least ten days prior to scheduled work.**

**DATE BIDS DUE:**

**DATE OF AWARD:**

**WHO (Project Name and PM Name):**

**WHAT:**

**WHERE:**

**WHEN (CONSTRUCTION START AND END DATE):**

**WHY:**

**IMPACT:**

*(Please indicate what roads, or lanes of roads, require closure, the streets between what blocks to be closed and any other impacts anticipated such as dust, noise and heavy equipment.*

**CONTACT:**