



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 3/27/2012

Report Type: Consent

Title: Contract Award: Rehabilitation of Well 134, 154, 156, 159

Report ID: 2012-00267

Location: Citywide

Recommendation: Pass a Resolution 1) rejecting all bids for the Rehabilitation of Well 134, 154, 156 and 159 contract, 2) suspending competitive bidding in the best interests of the City, and (3) approving the contract plans and specifications and awarding the contract to Layne Christensen Company, for an amount not to exceed \$539,809.

Contact: Bill Busath, Interim Engineer Manager, (916) 808-1434; Dan Sherry, Supervising Engineering, (916) 808-1419, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

- 1- Description/Analysis
- 2- Background Information
- 3- Location map
- 4- Resolution
- 5 - Well Rehab draft Bid & Specs

City Attorney Review

Approved as to Form
Joe Robinson
3/20/2012 4:17:03 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
3/8/2012 10:57:58 AM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 3/20/2012 9:21:09 AM

Description/Analysis

Issue: A condition assessment was performed in 2011 on ten of the City’s highest priority water supply wells that are showing signs of poor performance or that have been shut off due to significant operating problems. Staff prepared specifications to rehabilitate four of these wells and the project was formally advertised to solicit public bids. The lowest bid was significantly lower than the next lowest bid, but the low bid was non-responsive due to a lapse in the E/SBE certification for one of the subcontractors listed in the low bid. Staff is recommending the rejection of all bids, and the suspension of competitive bidding in the best interests of the City, so that the City Council can award the contract to the low bidder for its bid amount.

Policy Considerations: The requested actions are in conformance with provisions of City Code Chapter 3.60 that allow for the rejection of all bids, and that authorize the suspension of competitive bidding when the City Council determines, on a 2/3 vote, that it is in the best interests of the City to do so. Staff believes it is in the City’s best interests to take the actions recommended in this report, for the reasons set forth in this report’s Rationale for Recommendation, below. Staff has verified or will verify prior to the Notice to Proceed, that the bonds and insurance required for this project are valid.

Environmental Considerations: The proposed project involves the rehabilitation of existing wells with performance issues. This project is exempt from the California Environmental Quality Act (CEQA) under Sections 15301 and 15302 of the CEQA Guidelines, because it involves the rehabilitation of existing utility facilities and equipment, with no expansion of use.

Sustainability: The City is committed to developing an efficient and dependable groundwater supply that will increase the City’s water supply reliability and support a surface water / groundwater conjunctive use program. This report’s recommendation is consistent with the City’s Strategic Plan Goals of achieving sustainability, livability, and expanding economic development throughout the City.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was formally advertised to solicit public bids, and opened by the City Clerk on February 22, 2012. Three firms bid on the project, as follows:

- | | |
|---------------------------------|-----------------------|
| 1) Layne Christensen Company | Bid Amount: \$539,809 |
| 2) Zim Industries | Bid Amount: \$775,400 |
| 3) Nor Cal Pump & Well Drilling | Bid Amount: \$980,950 |

The engineer’s estimate was \$475,000.

The low bid submitted by Layne Christensen listed several firms to meet the contract’s minimum 20 % Emerging/Small Business Enterprise (E/SBE) participation requirement,

including William P. Wilson and Sons, Inc.. The bid analysis performed by Engineering Services staff found that William P. Wilson and Sons, Inc., had an expired E/SBE certification. Because an E/SBE firm must possess a valid E/SBE certification at the time bids are opened, to be counted for purposes of E/SBE participation, Layne Christensen's bid could not be credited with any E/SBE participation by William P. Wilson and Sons, Inc.. Without this E/SBE participation credit for William P. Wilson and Sons, Inc., Layne Christensen's bid failed to meet the minimum 20% E/SBE participation requirement, which rendered Layne Christensen's bid non-responsive.

Rather than rejecting Layne Christensen's bid as non-responsive, and awarding to the next lowest bidder, staff is recommending that all bids be rejected, competitive bidding be suspended in the best interests of the City, and the contract be awarded to Layne Christensen for the amount of their bid. Staff believes that it is in the City's best interests to take these actions because:

- Layne Christensen's listed subcontractor, William P. Wilson and Sons, had a valid E/SBE certification that had lapsed prior to bid opening, but since that time William P. Wilson and Sons has renewed its E/SBE certification, indicating that they are a legitimate E/SBE. Thus, although Layne Christensen's bid was technically nonresponsive for failing to meet the 20 % E/SBE participation requirement at the time of bid opening, that requirement will now be met.
- Layne Christensen's bid was \$235,591 lower than the next lowest bid submitted by Zim Industries. This is a significant difference, and the benefit to the City of saving this significant amount justifies a departure from the City's normal process of rejecting the low bidder and awarding to the next highest bidder.
- Rejecting all bids and rebidding the project would entail additional City costs, and further delay, but, due to the low amount of Layne Christensen's bid relative to the other bidders, would be unlikely to lead to a lower contract price.
- The proposed contract amount, \$539,809, is the result of a competitive bidding process.

Financial Considerations: The total estimated project cost including design, project management, inspection, and contingency is estimated to be \$720,000. The Rehabilitation of Wells 134, 154, 156, 159 Project (Z14110102) has sufficient unobligated funds to award and complete the project.

Emerging Small Business Development (ESBD): This project included a participation goal of 20% for emerging and small business enterprises (E/SBEs). As noted above, the low bidder Layne Christensen listed an E/SBE subcontractor whose E/SBE certification had expired, which the subcontractor has since renewed. If this subcontractor is counted, Layne Christensen's E/SBE participation level is 20.84%.



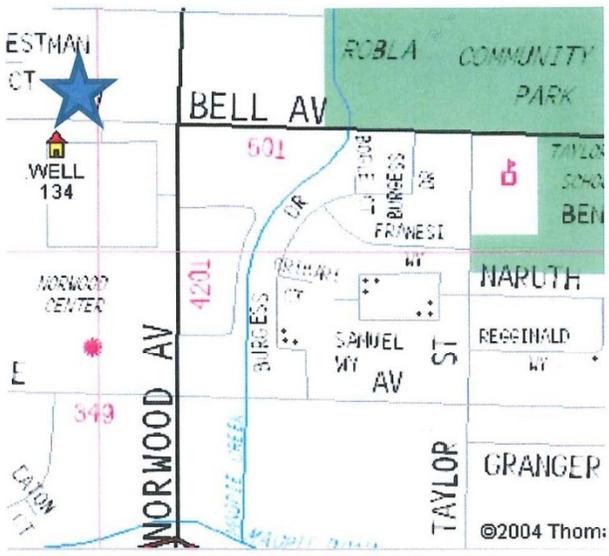
Background

The City currently operates 27 wells in the City, a majority of which have been in service for over 40 years. In order to pursue a conjunctive use strategy for water production and not to rely entirely on surface water during periods of low water supply, Utilities has begun a program to evaluate the City's well system to identify future needs for system reliability and efficient groundwater production.

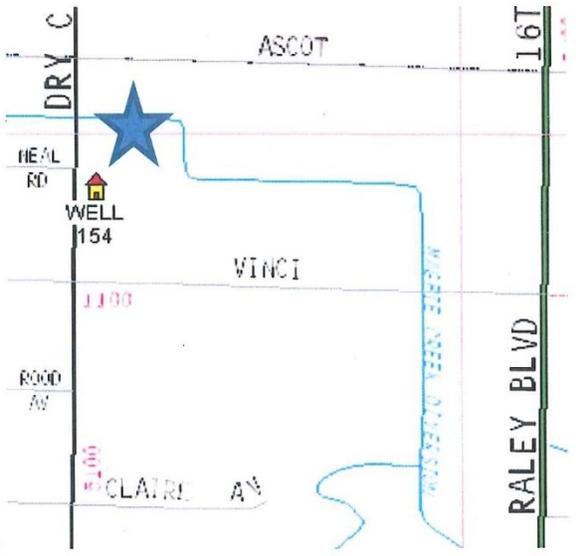
Ten wells were chosen for assessment due to evidence of poor performance and for their importance of providing adequate supply to the water distribution system. Results from the assessment have provided information to determine if each well can be rehabilitated, and the scope of the rehabilitation for each eligible well.

Staff prepared specifications for the rehabilitation of four of the wells(134,154, 156, 159) and the project was solicited for public bids. Three bids were received and opened by the City Clerk on February 22, 2012.

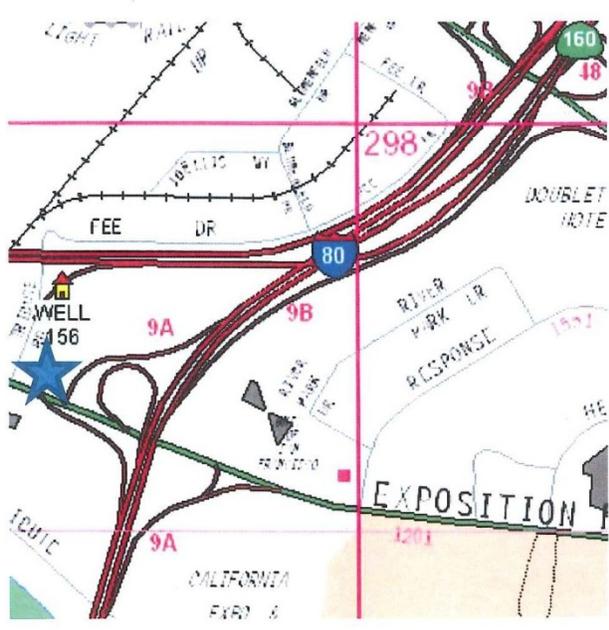
PROJECT LOCATIONS



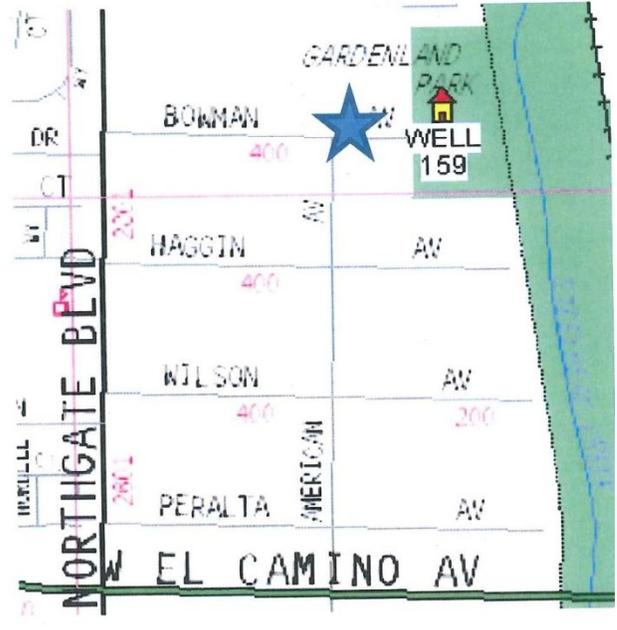
WELL 134



WELL 154



WELL 156



WELL 159



RESOLUTION NO. 2012-

Adopted by the Sacramento City Council

March 27, 2012

REJECTION OF BIDS, SUSPENSION OF COMPETITIVE BIDDING, AND CONTRACT AWARD FOR REHABILITATION OF WELLS 134, 154, 156, 159 PROJECT (Z14110102)

BACKGROUND

- A. The City currently operates 27 municipal groundwater wells in the City, a majority of which have been in service for over 40 years. To provide a more reliable water supply for the City during dry years and assist in the development of a conjunctive use strategy for surface water and groundwater, the City has begun a program to evaluate its well system to identify future needs for system reliability and efficient groundwater production. Ten wells were chosen for assessment in 2011 due to evidence of poor performance, and for their importance in providing adequate supply to the water distribution system. Results from the assessment provided information to determine if each well could be rehabilitated, and allowed City staff to prepare specifications for the rehabilitation of each eligible well.
- B. City staff prepared specifications for the Rehabilitation of Wells 134, 154, 156, and 159 Project. The project was advertised and three bids were received on February 22, 2012. The low bid was submitted by Layne Christensen Company, in the amount of \$539,809.
- C. The bid submitted by Layne Christensen Company listed several firms to meet the contract's minimum 20 % Emerging/Small Business Enterprise (E/SBE) participation requirement, including William P. Wilson and Sons, Inc.. The bid analysis performed by City staff found that William P. Wilson and Sons, Inc., had an expired E/SBE certification. Because an E/SBE firm must possess a valid E/SBE certification at the time bids are opened, to be counted for purposes of E/SBE participation, Layne Christensen's bid could not be credited with any E/SBE participation by William P. Wilson and Sons, Inc.. Without this E/SBE participation credit for William P. Wilson and Sons, Inc., Layne Christensen's bid failed to meet the minimum 20% E/SBE participation requirement, which rendered Layne Christensen's bid non-responsive.
- D. Rather than rejecting Layne Christensen's bid as non-responsive and awarding to the next lowest bidder, City staff is recommending that all bids be rejected, competitive bidding be suspended in the best interests of the City, and the contract be awarded to Layne Christensen for the amount of its bid.

E. It is in the City's best interests to take these actions because:

- Layne Christensen's listed subcontractor, William P. Wilson and Sons, had a valid E/SBE certification that lapsed prior to bid opening, but since that time William P. Wilson and Sons has renewed its E/SBE certification, indicating that the firm is a legitimate E/SBE. Thus, although Layne Christensen's bid was nonresponsive for failing to demonstrate compliance with the contract's minimum E/SBE participation requirement at the time of bid opening, the minimum E/SBE participation requirement will be met if a contract is awarded to Layne Christensen.
- Layne Christensen's bid was \$235,591 lower than the next lowest bid submitted by Zim Industries. This is a significant difference, and the benefit to the City of saving this significant amount justifies a departure from the City's normal process of rejecting the low bidder for a nonresponsive bid and awarding to the next highest bidder.
- Rejecting all bids and rebidding the project would entail additional City costs, and further delay, but, due to the low amount of Layne Christensen's bid relative to the other bidders, would be unlikely to lead to a lower contract price.
- The proposed contract amount, \$539,809, is the result of a competitive bidding process.

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

- Section 1. All bids are rejected for the Rehabilitation of Wells 134, 154, 156, 159 Project (Z14110102).
- Section 2. In the best interests of the City, competitive bidding is suspended for the Rehabilitation of Wells 134, 154, 156, 159 Project (Z14110102).
- Section 3. The contract plans and specifications for the Rehabilitation of Wells 134, 154, 156, 159 Project (Z14110102) are approved, and the contract is awarded to Layne Christensen Company, for an amount not to exceed \$539,809.00.



CITY OF SACRAMENTO

DEPARTMENT OF UTILITIES

ENGINEERING SERVICES DIVISION



CONTRACT SPECIFICATIONS FOR REHABILITATION OF WELLS 134,154,156,159

PN: Z14110102
B123331017
Engineer's Estimate: \$475,000.00

Non-Refundable Fee
\$20.00

***Non-Mandatory PreBid Site Visit: February 14, 2012 @ 10:00 AM
Site Visit Location: Well 156 1800 Tribute Road Sacramento, CA 95815***

For Pre-Bid Information Call:

No Separate Plans

Mark Elliott
Associate Civil Engineer
(916) 808-8894

Bid to be received before 2:00 PM
February 22, 2012
Historic City Hall, City Clerk's Office
915 I Street, 1st Floor
Sacramento, CA 95814

ESBE Program Goals

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

**REHABILITATION OF WELLS 134,154,156,159
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-

**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)

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CA Form 590Page 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

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 **February 22, 2012** and opened at 2:00 p.m. **February 22, 2012**, or as soon thereafter as business allows, in the Hearing Room, Historic City Hall, 2nd Floor, for construction of:

REHABILITATION OF WELLS 134,154,156,159

(PN: Z14110102) (B123331017)

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 REHABILITATION OF WELLS 134,154,156,159

(PN: Z14110102) (B123331017)

Copies of the contract documents are available at:

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

A non-refundable fee of **\$20.00** 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 **February 22, 2012**, 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 **February 22, 2012**, 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

REHABILITATION OF WELLS 134,154,156,159
(PN: Z14110102) (B123331017)

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
	WELL 134 SCHEDULE				
1	Pre-Mobilization site video	1	LS	\$ _____	\$ _____
2	Mobilization, site setup, demobilization and site clean up	1	LS	\$ _____	\$ _____
3	Pre-Cleaning Spinner Logging	1	LS	\$ _____	\$ _____
4	Traffic Control	1	LS	\$ _____	\$ _____
5	Brushing and Sediment Removal	16	HR	\$ _____	\$ _____
6	Pre-Cleaning Video Survey	1	LS	\$ _____	\$ _____
7	Additional Brushing and Sediment Removal	8	HR	\$ _____	\$ _____
8	Screen and Casing Repair	5	LF	\$ _____	\$ _____
9	Agitating the Near-Well Environment	130	FT	\$ _____	\$ _____
10A	Mechanical Cleaning (labor & equipment)	24	HR	\$ _____	\$ _____
10B	Mechanical Cleaning (Chemicals: NSF-approved surfactant and biodispersant)	1	Treat ment	\$ _____	\$ _____
11A	Chemical Cleaning (labor & equipment)	32	HR	\$ _____	\$ _____
11B	Chemical Cleaning (Chemicals: NSF-approved inhibitor, biodisperant and 5% hydrochloric acid solution – 5,000 gallons)	1	Treat ment	\$ _____	\$ _____
12	Post Cleaning Spinner Logging	1	LS	\$ _____	\$ _____

13	Post Cleaning Video Survey	1	LS	\$ _____	\$ _____
14	Deviation Survey	1	LS	\$ _____	\$ _____
15	Testing Pumping	1	LS	\$ _____	\$ _____
16A	Well Disinfection (labor & equipment)	32	HR	\$ _____	\$ _____
16B	Well Disinfection (Chemicals: pH-adjusted 100 mg/l chlorine solution – 13,400 gallon)	1	Treat ment	\$ _____	\$ _____
17	Wastewater Treatment and Disposal	160	HR	\$ _____	\$ _____
18	Waste Solids Disposal	1	LS	\$ _____	\$ _____
Well 134 Subtotal:					\$ _____

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
WELL 154 SCHEDULE					
1	Pre-Mobilization site video	1	LS	\$ _____	\$ _____
2	Mobilization, site setup, demobilization and site clean up	1	LS	\$ _____	\$ _____
3	Pre-Cleaning Spinner Logging	1	LS	\$ _____	\$ _____
4	Traffic Control	1	LS	\$ _____	\$ _____
5	Brushing and Sediment Removal	17	HR	\$ _____	\$ _____
6	Pre-Cleaning Video Survey	1	LS	\$ _____	\$ _____
7	Additional Brushing and Sediment Removal	8	HR	\$ _____	\$ _____
8	Screen and Casing Repair	5	LF	\$ _____	\$ _____
9	Agitating the Near-Well Environment	264	FT	\$ _____	\$ _____
10A	Mechanical Cleaning (labor & equipment)	42	HR	\$ _____	\$ _____
10B	Mechanical Cleaning (Chemicals: NSF-approved surfactant and biodispersant)	1	Treat ment	\$ _____	\$ _____
11A	Chemical Cleaning (labor & equipment)	50	HR	\$ _____	\$ _____
11B	Chemical Cleaning (Chemicals: NSF-approved inhibitor, biodisperant and 5% hydrochloric acid solution – 4,000 gallons)	1	Treat ment	\$ _____	\$ _____
12	Post Cleaning Spinner Logging	1	LS	\$ _____	\$ _____
13	Post Cleaning Video Survey	1	LS	\$ _____	\$ _____
14	Deviation Survey	1	LS	\$ _____	\$ _____
15	Testing Pumping	1	LS	\$ _____	\$ _____
16A	Well Disinfection (labor & equipment)	50	HR	\$ _____	\$ _____
16B	Well Disinfection (Chemicals: pH-adjusted 100 mg/l chlorine solution – 10,600 gallon)	1	Treat ment	\$ _____	\$ _____
17	Wastewater Treatment and Disposal	200	HR	\$ _____	\$ _____
18	Waste Solids Disposal	1	LS	\$ _____	\$ _____
Well 154 Subtotal:					\$ _____

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
	WELL 156 SCHEDULE				
1	Pre-Mobilization site video	1	LS	\$ _____	\$ _____
2	Mobilization, site setup, demobilization and site clean up	1	LS	\$ _____	\$ _____
3	Pre-Cleaning Spinner Logging	1	LS	\$ _____	\$ _____
4	Traffic Control	1	LS	\$ _____	\$ _____
5	Brushing and Sediment Removal	16	HR	\$ _____	\$ _____
6	Pre-Cleaning Video Survey	1	LS	\$ _____	\$ _____
7	Additional Brushing and Sediment Removal	8	HR	\$ _____	\$ _____
8	Screen and Casing Repair	5	LF	\$ _____	\$ _____
9	Agitating the Near-Well Environment	180	FT	\$ _____	\$ _____
10A	Mechanical Cleaning (labor & equipment)	32	HR	\$ _____	\$ _____
10B	Mechanical Cleaning (Chemicals: NSF-approved surfactant and biodispersant)	1	Treat ment	\$ _____	\$ _____
11A	Chemical Cleaning (labor & equipment)	40	HR	\$ _____	\$ _____
11B	Chemical Cleaning (Chemicals: NSF-approved inhibitor, biodisperant and 5% hydrochloric acid solution – 3,900 gallons)	1	Treat ment	\$ _____	\$ _____
12	Post Cleaning Spinner Logging	1	LS	\$ _____	\$ _____
13	Post Cleaning Video Survey	1	LS	\$ _____	\$ _____
14	Deviation Survey	1	LS	\$ _____	\$ _____
15	Testing Pumping	1	LS	\$ _____	\$ _____
16A	Well Disinfection (labor & equipment)	40	HR	\$ _____	\$ _____
16B	Well Disinfection (Chemicals: pH-adjusted 100 mg/l chlorine solution – 10,300 gallon)	1	Treat ment	\$ _____	\$ _____
17	Wastewater Treatment and Disposal	160	HR	\$ _____	\$ _____
18	Waste Solids Disposal	1	LS	\$ _____	\$ _____
				Well 156 Subtotal:	\$ _____

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
WELL 159 SCHEDULE					
1	Pre-Mobilization site video	1	LS	\$ _____	\$ _____
2	Mobilization, site setup, demobilization and site clean up	1	LS	\$ _____	\$ _____
3	Pre-Cleaning Spinner Logging	1	LS	\$ _____	\$ _____
4	Traffic Control	1	LS	\$ _____	\$ _____
5	Brushing and Sediment Removal	16	HR	\$ _____	\$ _____
6	Pre-Cleaning Video Survey	1	LS	\$ _____	\$ _____
7	Additional Brushing and Sediment Removal	8	HR	\$ _____	\$ _____
8	Screen and Casing Repair	5	LF	\$ _____	\$ _____
9	Agitating the Near-Well Environment	240	FT	\$ _____	\$ _____
10A	Mechanical Cleaning (labor & equipment)	40	HR	\$ _____	\$ _____
10B	Mechanical Cleaning (Chemicals: NSF-approved surfactant and biodispersant)	1	Treat ment	\$ _____	\$ _____
11A	Chemical Cleaning (labor & equipment)	48	HR	\$ _____	\$ _____
11B	Chemical Cleaning (Chemicals: NSF-approved inhibitor, biodisperant and 5% hydrochloric acid solution – 4,000 gallons)	1	Treat ment	\$ _____	\$ _____
12	Post Cleaning Spinner Logging	1	LS	\$ _____	\$ _____
13	Post Cleaning Video Survey	1	LS	\$ _____	\$ _____
14	Deviation Survey	1	LS	\$ _____	\$ _____
15	Testing Pumping	1	LS	\$ _____	\$ _____
16A	Well Disinfection (labor & equipment)	48	HR	\$ _____	\$ _____
16B	Well Disinfection (Chemicals: pH-adjusted 100 mg/l chlorine solution – 10,700 gallon)	1	Treat ment	\$ _____	\$ _____
17	Wastewater Treatment and Disposal	160	HR	\$ _____	\$ _____
18	Waste Solids Disposal	1	LS	\$ _____	\$ _____
Well 159 Subtotal:					\$ _____

NOTE: a) Item descriptions are not meant to be all inclusive. Refer to the General Requirements, Technical Specifications and Items of the Proposal for additional information.

Subtotal Well 134 \$ _____

Subtotal Well 154 \$ _____

Subtotal Well 156 \$ _____

Subtotal Well 159 \$ _____

GRAND TOTAL ALL WELLS: \$ _____

Bring this total to page one of this sealed proposal section

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 **one hundred twenty (120) 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 (\$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.

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 ZIP Code

Telephone No. _____

Fax No. _____

Email _____

(Federal Tax ID # or Social Security #)

Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

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

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

PN: Z14110102 (B123331017)

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 **February 22, 2012**, for the Work specifically described as follows:

**REHABILITATION OF WELLS 134,154,156,159
(PN: Z14110102) (B123331017)**

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 _____, 2012.

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

C&D Debris Waste Management Plan

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

Form submitted by:

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

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

A. Building Project Information:

Job Address: _____
Contractor: _____
Address: _____

Engineering Estimate: _____
Phone: _____
Email: _____

B. Briefly describe the project:

C. Materials Required to be Recycled

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

50%
of all debris
must be recycled

D. Material Management

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

C&D Debris Waste Management Plan

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

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

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

Recovery Stations & Landfills

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

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

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

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

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

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

Please Submit To:

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

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

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

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

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

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

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

• Definitions

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

• Exceptions Checklist

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

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

City of Sacramento Boycott of Arizona-Headquartered Businesses

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

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

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

State Where Firm is Headquartered

Signature of Authorized Representative

Date

Print Name

Title

This Page to be completed and submitted with bid proposal

ESBE REQUIREMENTS

(City Contracts no Federal Funds Used)

I. ESBE PARTICIPATION REQUIREMENT

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

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

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

II. ESBE CERTIFICATION

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

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

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

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

IV. **ESBE REQUIREMENTS FOR CONTRACTOR**

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

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

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

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

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

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

V. DEFINITIONS

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

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

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

Bidder

BY: _____

Title: _____

Address: _____

Date: _____

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2012, 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:

REHABILITATION OF WELLS 134,154,156,159 (PN:Z14110102)

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

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

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

6. PROGRESS PAYMENTS

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

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety (90) percent of the

amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

(C) Contractor shall not be paid for any defective or improper Work.

(D) The remaining ten (10) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be due and payable beginning thirty-five (35) days after completion and final acceptance of the Work by City; provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Section 20104.50.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

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

Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **one hundred twenty (120) 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 (\$500.00) for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to

Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

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

(A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

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

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

(C) Other Insurance Provisions

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

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

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

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

(F) Subcontractors

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

20. **FAILURE TO MAINTAIN BONDS OR INSURANCE**

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

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

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

21. EXCUSABLE DELAYS

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

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the

Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such

date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

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

(A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

(B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

(C) For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect

to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

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

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

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

(A) The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

(B) Sellers Permit For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

(C) The above provisions shall apply in all instances unless prohibited by the funding source for the Contract.

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

CONTRACTOR

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

DATE _____

BY _____

Print Name

Title

BY _____

Print Name

Title

Federal ID#

State ID#

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

Type of Business Entity (*check one*):

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

specify: _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____

For: John F. Shirey, City Manager

Original Approved As To Form:

Attest:

City Attorney

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Bond #: _____
Premium: _____
Page 1 of 1

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

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

REHABILITATION OF WELLS 134,154,156,159
(PN: Z14110102) (B123331017)

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 _____, 2012.

(Contractor) (Seal)

By _____

Title _____

(Surety) (Seal)

By _____

Title _____

Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____

Surety Phone # _____

California License # _____

Surety Email: _____

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:

**REHABILITATION OF WELLS 134,154,156,159
(PN: Z14110102) (B123331017)**

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 _____, 2012.

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

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 4.	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 3. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.E. no.)

Apt. no./ Ste. no.

City

State ZIP Code

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

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

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

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

Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061113

Form 590 c2 2010

SPECIAL PROVISIONS

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SECTION 1 – GENERAL REQUIREMENTS

1.1 Project Description

The City of Sacramento seeks bids from qualified contractors to rehabilitate wells 134, 154, 156 and 159. Contractors are to provide all labor, materials and equipment necessary to successfully complete the project. All work shall be performed in accordance with the requirements presented in these Special Provisions, the City of Sacramento Standard Specification adopted June 2007 (CSSS), and the contract documents. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Sections 1 through 8 of the CSSS. The Technical Specifications contained herein are intended to be consistent with the California Department of Public Health Waterworks Standards, ANSI/AWWA Standard A100-06 and NSF/ANSI Standard 60. No exceptions to the project requirements shall be made unless a written request is made by the Contractor and written approval is provided by the Engineer before the work is performed.

The project shall include the following work performed by the Contractor:

1. Pre-mobilization site video
2. Mobilization, site setup, demobilization and site cleanup
3. Pre-cleaning spinner logging
4. Traffic control
5. Brushing and sediment removal
6. Pre-cleaning video survey
7. Additional sediment removal and brushing
8. Screen and casing repair
9. Agitating the near-well environment
10. Mechanical cleaning
11. Chemical cleaning
12. Post-cleaning spinner logging
13. Additional mechanical and chemical cleaning
14. Post-cleaning video survey
15. Deviation survey
16. Test pumping
17. Disinfect well
18. Wastewater treatment and disposal
19. Waste solids disposal

Additional work related to the project to be performed by the City includes wastewater sampling as required in the wastewater discharge permit. A draft copy has been provided in Attachment A. Removal and reinstallation of the permanent pumps shall be performed by the City before and after the project. Any work to be performed by the Contractor and City shall be coordinated by the Engineer.

1.2. Site Walk

A non-mandatory project site walk will begin on February 14th at 10 a.m. at Well 156.

1.3. Project Duration

It is anticipated that the project will be completed within 120 calendar days of the Contractor receiving notice to proceed from the City. It is expected that the Contractor will perform work on two wells simultaneously.

1.4 Well Facility Locations and Descriptions

Well 134

Site Location: 350 Bell Avenue, Sacramento, CA
Assessor's Parcel Number: 237-0265-036

Well Construction: Year constructed: 1961
Depth: 380 feet
Borehole diameter: Unknown
Casing diameter: 16 inches
Casing material: Steel
Screen:
Type: Factory perforated
Interval: 250 to 380 feet

Standing Well
Volume: Approximately 3,300 gallons

Well Condition: Estimated 49-foot thick layer of lubricating oil floating on water
Casing and column pipe encrusted
Possible breach in casing at 128 feet below ground surface
Screen blocked by encrusting material based upon video log observations
Perforations not visible
Current specific capacity unavailable

Pumping system: Vertical turbine
Bowl depth: 118 feet

Static water level: Depth to oil is approximately 60 feet

Well site: Well is not housed in a building
Other facilities (chemical feed building and mixing tanks) are present
Space is limited
Additional space on the vacant lot adjacent to the project site is available for use if necessary

Perimeter: Fenced with a locking gate

Water source: On-site hose bib (3/4-inch)

Well 154

Site Location: Dry Creek Road at Magpie Creek, Sacramento, CA
Assessor's Parcel Number: 215-0230-053-0000

Well Construction: Year constructed: 1967
Depth: 412 feet
Borehole diameter: Unknown
Casing diameter: 14 inches
Casing material: Steel
Screen:
Type: Louvered
Interval: 148 to 412 feet

Standing Well

Volume: Approximately 2,700 gallons

Well Condition: Louvers partially blocked by encrusting material based upon video log
Piece of tubing wedged in louvers at 296 feet below ground surface
Current specific capacity unavailable

Pumping system: No pump currently in the well

Static water level: Approximately 80 feet

Well site: Well is not housed in a building
Other facilities (chemical feed building and mixing tanks) are present
Space is limited
Additional space at Well 153 site (742 Main Avenue) is available for use if necessary

Perimeter: Fenced with a locking gate

Water source: On-site hose bib (3/4-inch)

Well 156

Site Location: 1800 Tribute Road, Sacramento, CA
Assessor's Parcel Number: 277-0282-004-0000

Well Construction: Year constructed: 1968
Depth: 375 feet
Borehole diameter: Unknown
Casing diameter: 14 inches
Casing material: Steel
Screen type: Louvered and factory perforated
Intervals: 190 to 202 feet (perforated)

202 to 226 feet (louvered)
231 to 375 feet (louvered)

Standing Well

Volume: Approximately 2,600 gallons

Well Condition: Estimated 2-foot thick layer of lubricating oil floating on water
Casing and column pipe encrusted
Louvers and perforations blocked by encrusting and biological material based upon video log observations
Louvers generally not visible.
Current specific capacity 8 gallons per minute per foot (March 2011)

Pumping system: Vertical turbine
Bowl depth: 169 feet

Static water level: Depth to oil is approximately 54 feet

Well site: Well is housed in a building
Roof is removable (to be removed & replaced as needed by Contractor)
Other facilities (mixing tank, transformer) are present
Space is limited

Perimeter: Fenced with a locking gate

Water source: On-site hose bib (3/4-inch)

Well 159

Site Location: 300 Bowman Avenue, Sacramento, CA
Assessor's Parcel Number: 262-0132-013-0000

Well Construction: Year constructed: 1969
Depth: 375 feet
Borehole diameter: Unknown
Casing diameter: 14 inches
Casing material: Steel
Screen:
Type: Louvered
Interval: 112 to 352 feet

Standing Well

Volume: Approximately 2,700 gallons

Well Condition: Casing and column pipe encrusted
Louvers blocked by encrusting material based upon video log observations

Top of transducer cable at 225 feet below ground surface
Possible louver corrosion at 310, 334 and 336 feet below ground surface
Current specific capacity 16.5 gallons per minute per foot (March 2011)

Pumping system: Vertical turbine
Bowl depth: 108 feet

Static water level: Depth to water is approximately 40 feet

Well site: Well is housed in a building
Roof is removable (to be removed & replaced as needed by Contractor)
Other facilities (mixing tank, storm water pump station) are present
Space is limited
Additional space at Gardenland Park is available for use if necessary

Perimeter: Fenced with a locking gate

Water source: On-site hose bib (3/4-inch)

1.5 Time of Award

Time of Award for this contract shall be made within Sixty (60) calendar days after opening of the proposals to the lowest responsible bidder, per Section 3-2 of the CSSS.

1.6 Providing Bonds and Surety

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

1.7 Interpretation of Contract Documents

Questions from bidder's concerning the interpretation of any portion of the contract documents may be directed to Mark Elliott of the City of Sacramento, Department of Utilities, 1395 35th Ave, Sacramento, California, 95822, phone (916) 808-8894. 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 7 calendar days prior to the bid opening date.

1.8 Proof of Compliance with Contract

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.9 Submittals

In accordance with Section 5-7 of the CSSS, Contractor shall prepare and submit for review 4 copies of the following submittals:

1. Project schedule
2. Material and equipment storage
3. Well aggregate(if required)
4. Test pumping/spinner logging/deviation survey results (upon completion of work)
5. Traffic control plan(s)
6. Wastewater storage and disposal plan
7. Solid waste disposal plan
8. Health and safety plan
9. Safety training certifications
10. Hydraulic/compressive or acoustic energy methods (see Technical Specifications, Section 2.9)
11. Public notification plan
12. Chemical use and storage plans
13. Any other City requested items

Contractor is advised that at the Engineer's discretion, the above list may be expanded to include additional items to which Section 5-7 of the CSSS will apply. Contractor shall keep one copy of the approved Traffic Control Plan and the local sanitary district wastewater discharge permit at each site at all times while work is being performed.

1.10 Project Sign

Prior to beginning any onsite work the Contractor shall install a total of one project sign at each well site. The signs shall be supplied by the City and are approximately 30-inches by 54-inches. Location and height of sign installation shall be as directed by the Engineer. In general, the signs shall be installed a minimum of seven (7) feet and maximum of ten (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. Each sign and post installed by the Contractor shall be removed at the end of the project and the sign returned to the City.

1.11 Manufacturer's Instructions

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

1.12 Project Scheduling

The Contractor shall submit a detailed schedule showing all items of work prior to initiating work. The schedule shall include the proposed sequencing of well rehabilitation activities. The schedule shall be submitted, reviewed and updated in accordance with Section 7-2 of the CSSS. No progress payments will be made for work completed prior to acceptance of the schedule.

Weekend, night, and holiday work will be done in accordance with Section 7-4 of the CSSS.

1.13 Administrative Penalty Ordinance

The Contractor shall become familiar with Chapter 12.20 of the City Code which contains minimum requirements and restrictions relating to construction activities within the City right of way and establishes administrative penalties for non-compliance of these requirements. The Contractor may be assessed the administrative penalty for each violation of any provision addressed by the ordinance, unless modified herein, and amounts can be deducted from the Contract. The ordinance includes the following general categories:

- Working hours for the City's "Primary Streets"
- Traffic control plan requirements
- Access to private property
- Maintenance of construction areas
- Maintenance of traffic, public safety and convenience
- Care of existing known facilities
- Protection of existing improvements
- Public notification
- Noise levels

Copies of the ordinance are available from the City Clerk's Office, 915 I Street, Sacramento, CA. 95814, and at www.cityofsacramento.org.

1.14 Water Quality Control

The Contractor shall be responsible for the requirements consisting of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit, issued to the City and in accordance with Section 16 of the CSSS.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, "Retention of Sums Charged against the Contractor", of the Agreement, contained herein. Any fines, including third-party claims, levied against the City as a result of the Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7 of the Agreement.

1.15 Communication with City Engineer

The Engineer for the project will be a member of the City staff. A consulting hydrogeologist from The Source Group, Inc. will support the Engineer on the project. The Engineer will not be on-site during all portions of the project work and the Contractor will be required to communicate by cell phone and email during performance of the work. A communication schedule will be developed with the successful bidder. Copies of daily field logs will be delivered to the Engineer during the project according to a schedule developed with the successful bidder. A complete set of all daily field logs will also be provided to the Engineer upon completion of the project.

1.16 Health and Safety Requirements

The Contractor is warned that existing sewers and appurtenances have been exposed to sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

A project-specific health and safety plan shall be prepared by the contractor and submitted to the Engineer before mobilization to the site. All staff who will be on-site during the handling of chemicals must be HAZWOPER trained (40-hour and 8-hour annual refresher) consistent with CFR 291910.120. The Contractor shall provide evidence of appropriate training before chemicals are handled on-site.

1.17 Wastewater Discharge and Solids Disposal

All wastewater will be contained in tanks until discharged. Well site space restrictions may make on-site storage not possible and other approaches may be required. Wastewater discharge will be to the local sanitary district at specified discharge locations and rates. Wastewater produced from Well 154 will need to be transported 0.75 miles to the approved sewer discharge location on Rose Street. The Contractor must comply with the discharge requirements set by the sanitary district (i.e., pH, dissolved constituent concentrations, etc.). A draft of the wastewater discharge permit that will be issued to the City by the Sacramento Regional County Sanitation District (Attachment A) provides information

regarding the discharge requirements and locations. The City will periodically verify Contractor compliance with the discharge requirements by collecting samples and conducting chemical analysis on site and at its laboratory. The Contractor will not be responsible for sample collection and analysis for total manganese, but will be responsible for meeting all other permit requirements. There may be delays before discharge is allowed while the chemical analyses are performed. Additional compensation will not be provided to the Contractor should a delay occur that is related to sample analysis and the results that are produced.

The Contractor shall monitor water levels in the sewer system at the discharge location. Should any evidence of surcharging be apparent at the discharge site, the Contractor shall immediately reduce the discharge rate until surcharging is no longer evident. Any overflows shall be immediately contained and remediated by the Contractor. Cleanup costs or penalties resulting from an overflow attributable to the discharge shall be paid by the Contractor.

All solid waste generated during the project will be removed by the Contractor so that the site is returned to its pre-project state. Wastes including trash, unused chemicals and solids removed from the well shall be disposed of properly. Documentation of proper waste disposal must be provided to the Engineer before the task is considered complete.

1.18 Compliance with Permit, License, and Regulatory Requirements

The Contractor is responsible for compliance with all permit, license and regulatory requirements (i.e., OSHA, Department of Transportation, local encroachment, air quality) for performing the work. The Contractor is responsible for acquisition and payment of any necessary encroachment permits from the City.

1.19 Materials and Equipment

The Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work, in accordance with Section 5-15, 5-16, 5-17, 5-18, 5-21, and 5-22 of the CSSS and these Special Provisions.

1.20 Public Right of Way and Easements

All water, sewer & drainage pipe and appurtenances used as part of this project are to be placed within public street rights-of-way and easements. The Contractor shall confine his or her operations within the limits of existing street right-of-way or easements as much as practicable.

In the event the Contract requirements necessitate the Contractor to encroach onto adjoining private property 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.

1.21 Existing Facilities

Protection and maintenance of existing utilities shall meet the applicable requirements of Section 13 of the CSSS and these Special Provisions.

Connection to City water supply requires backflow protection to be approved by the Engineer.

The location, alignment, and depth of existing underground utilities are taken from public records and no responsibility is assumed for the accuracy thereof. Attention is directed to the provisions in Section 6-19 of the CSSS.

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

The cost of relocating existing overhead and/or underground utilities not specified on these Special Provisions to be relocated, but are relocated or cut and reconnected at the Contractor's choice, shall be borne by the Contractor.

1.22 Maintaining Water, Sewer & Drainage Flows

The Contractor shall be responsible maintaining water, sewer, and drainage flows including in accordance with Section 13-2 of the CSSS until the final completion of the project.

No additional compensation will be paid to the Contractor for maintenance of existing facilities; the cost of this work shall be included in the various contract items of work.

1.23 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 relocating, 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. 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.

1.24 Existing Site Conditions

Bidders are directed to Section 2-4 of the CSSS which require Bidders to examine the project site.

1.25 Handling and Removal of Hazardous or Contaminated Materials

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site, if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor be made available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a

subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:
 - a. Chapter 6.5, Division 20, California Health and Safety Code.
 - b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
 - c. City of Sacramento Building Code and the Uniform Building Code , 1994 edition.
2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.
3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. No payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

1.26 Public Notification of Work

The Contractor shall notify property owners and/or tenants adjacent to the project limits in writing two (2) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, seven (7) days a week. A sample notification letter is provided in Attachment B.

1.27 Maintenance of Traffic, Public Safety, and Convenience

The Contractor's attention is directed to Sections 6-6 through 6-11, 7-4, and 16-3 of the CSSS.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.

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

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 showing proposed traffic control measures and/or detours for vehicles and pedestrians affected by the work. 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.** In addition, the approved plan shall be kept on hand at the project site at all times while work is in progress. **All advance warning and traffic delineation shall conform to the provisions of Section 6-10 of the CSSS.**

The Contractor's traffic control plan shall include location of proposed work area, locations of areas where the public right of way will be closed or obstructed, any proposed phases of traffic control and time period of when traffic control will be in effect. The traffic control plan shall also include name and business address of Contractor and a statement that the Contractor will comply with City's noise ordinance.

The Contractor shall be solely and completely responsible for furnishing, installing, and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and pedestrian traffic during the performance of the work. The requirement shall apply continuously and shall not be limited to normal working hours.

The Contractor shall perform the following requirements included in the City ordinance Chapter 12.20, with this contract:

1. The Contractor shall not cause public rights-of-way, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Areas affected by the construction, must be cleaned to the satisfaction of the Engineer prior to re-opening to the public.
2. Trench plates shall not be utilized for more than three (3) calendar days in one location and temporary surfacing shall not be utilized for more than five (5) calendar days in one location without prior written approval of the Engineer.
3. The Contractor shall provide access to all existing driveways at all times except when excavation is in progress, when forms are in place, when concrete or asphalt is being placed or unless other arrangements are made with the property owner. The Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work. Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hours notice in advance of the closure. Access for emergency vehicles shall be available on all streets within the construction area at all times.
4. Rear access to buildings and existing parking areas behind buildings shall be maintained. If arrangements have been made with property owners, the Contractor may close such access for a limited time. Contractor shall give property owners forty-eight (48) hours notice in advance of the closure.

5. Provide for pedestrian traffic at all times except where closures are approved in advance by the Engineer.
6. At least one (1) lane of traffic shall be maintained at all times in the street. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid - resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours for the entire project.
7. 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, the street or alley may be closed provided proper detours are provided and only if arrangements have been made with the property owners in advance and approved by the Engineer. A minimum of five (5) working days notice shall be given to property owners in advance of closure.
8. At night and at other times when work is not in progress, the entire roadway and alley shall be open to the public for pedestrian and vehicular traffic.

All signs and street marking damage caused by or related to the project shall be replaced in kind by the Contractor. In the case of partial damage to lane stripes and traffic lettering the whole stripe or marking in its entirety shall be replaced. Temporary markings and striping shall be installed within 72 hours (three working days) of damage.

Prior to commencing work and/or closing the street or alley, Contractor shall contact the following City Divisions and agencies:

1. Police Communication Center one (1) working day prior to closure by calling 277-1750, or fax at 277-1772.
2. Fire Department Communications Center one (1) working day prior to closure by calling 228-3035 or fax at 228-3082.
3. City Traffic Engineering Services five (5) working days prior to closure by calling 808-5307.
4. City Solid Waste Division five (5) working days prior to closure by calling 808-4952 or fax at 808-4999. The Contractor shall also coordinate with the property owners all relocations of trash receptacles necessary to maintain garbage collection.
4. Street Parking five (5) working days prior to closure by calling 808-5579 or fax at 808-7501.
5. Regional Transit five (5) working days prior to closure by calling Lynn Cain at 321-5375 or fax at 557-4541.

At a minimum, the information faxed shall include:

Project name and number

Contractor's name and a 24-hour phone number
City of Sacramento's project manager's name
City Inspector Name and phone number
Limits of street closure, with street names
Duration of street closure

1.28 Removal of Street Parking

In locations where the Contractor's operations require removal of on-street parking, such removal shall be in accordance with Section 6-18 of the CSSS. Failure to comply with this section will not prevent the City from towing vehicles parked in the proposed work area.

1.29 Project Closeout

When the project is completed in accordance with these Special Provisions, the Contractor shall notify the Engineer of the completion of the project at which time the City will prepare a list of deficient work items, or punch list, and after all punch list items have been completed to the satisfaction of the Engineer, a completion report will be prepared in accordance with Section 8-4 of the CSSS.

1.30 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirements shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate and no additional compensation will be allowed.

End of Section

SECTION 2 – TECHNICAL SPECIFICATIONS

2.1 Pre-Mobilization Site Video

The Contractor shall document aboveground site conditions before mobilizing to each site in accordance with Section 11 of the CSSS. The documentation shall be comprehensive and include pavement, landscaping, fencing, buildings, piping, other structures and pumping system controls. A DVD containing the site video shall be provided to the Engineer no less than 48 hours before mobilization to the site.

2.2 Mobilization, Site Setup, Demobilization and Site Cleanup

The Contractor shall deliver to and remove from the site all workmen, materials and equipment required to successfully complete the project. The Contractor shall also prepare the site for performance of the project work. Site preparations may include, but are not necessarily limited to, addition of work area fencing, removal and replacement of building roofs, protection of existing facilities and equipment, construction of wastewater discharge piping, and placement of equipment.

The Contractor is responsible for site security and safety from the project start date until site cleanup and restoration is completed. A portable toilet and sanitary facilities for project workers shall be provided by the Contractor. This task includes per diem and other costs that may not be shown as line items on the bid schedule.

All solid waste generated and site alterations performed by the Contractor during the project will be addressed by the Contractor so that the site is returned to its pre-project state. Wastes, including trash, unused chemicals and solids removed from the well, will be disposed of properly. Documentation of proper waste disposal must be provided to the Engineer and the City before this task is considered complete.

2.3 Pre-Cleaning Spinner Logging

A spinner log shall be conducted in the presence of the Engineer to establish flow contribution along the screened interval(s). A test pump shall be used. The target pumping rate is 550 gallons per minute. . Both the pump intake and the bottom of any conduit used to guide the spinner log tool past the pump shall be located at least 100 feet below the static water level and no deeper than ten feet above the top of the shallowest screened interval. A Rossum sand tester shall be used to establish the sand content of the discharge. A report on the spinner logging and the sand testing results shall be provided to the Engineer within 48 hours of performing the work.

2.4 Traffic Control

See General Requirements, Section 1.27.

2.5 Brushing and Sediment Removal

The removal of material in the well shall be accomplished by brushing and pumping (or airlifting). Any oil floating on the water surface shall be removed before the work begins. The brushing and sediment removal shall be performed in a single trip down the well. The following procedure shall be performed:

Step 1: The well screen and casing shall be brushed to remove encrusting and biological material attached to the inside of the well. The brushing shall be performed in a manner that achieves maximum contact with the louvers and perforation; however, care shall be taken not to damage the aging screen and casing. Simultaneous with the brushing, water shall be removed by pumping or airlifting. The rate of brushing shall not exceed 40 feet per hour below the static water level, and brushing shall progress from the shallowest to deepest portions of the well. The rate of pumping or airlifting shall be no less than 200 gallons per minute.

Step 2: Once the brushing is complete, sediment accumulated in the bottom of the well shall be removed by pumping or airlifting. The sediment removal process shall continue until the discharge is visibly clear. The discharge from Steps 1 and 2 shall be contained in a tank until released as wastewater in accordance with these specifications (General Requirements, Section 1.17). These same general requirements apply to solids generated during the work.

2.6 Pre-Cleaning Video Survey

A detailed video survey shall be performed in the presence of the Engineer. The video logging shall be in color, include down-hole viewing and side-scan viewing (with 360 degree capability), and extend to the total well depth. Potable water shall be added to the well at a slow rate (approximately 5 gallons per minute) for at least 8 hours before the video logging in order to reduce suspended sediment and improve viewing conditions. The log will methodically inspect the casing and screened interval(s) in order to assess the current well condition and identify any damage. The Contractor shall provide two copies of the video log on DVD to the Engineer within 48 hours of completing the video and before subsequent tasks are performed.

2.7 Additional Brushing and Sediment Removal

Based upon the results of the video logging performed after the brushing and sediment removal, additional brushing and sediment removal may be required. The need for and extent of this additional work will be determined through consultation with the Engineer.

2.8 Screen and Casing Repair

Based upon the video logging results and as necessary and appropriate, the Contractor shall repair damage discovered during the video survey. This work will be performed by the Contractor after consultation with the Engineer; however, it is anticipated that the work will entail swaging into place a mild steel liner with a rubber sleeve and video confirmation of the work. Subsequent tasks will not be performed until a decision is made as to whether well repair is required.

2.9 Agitating the Near-Well Environment

The near-well environment shall be agitated to improve the efficiency of subsequent mechanical and chemical treatment steps. The following procedure shall be performed:

Step 1: Encrusting and biological material present outside the well in the gravel pack and aquifer material located close to the well shall be loosened by use of hydraulic/compressive or acoustic energy tools. No explosives shall be used in this work. The work shall be performed along the screened interval(s). The number of locations along the screened interval(s) at which the work is performed may depend upon the method used. The plans for this work will be finalized in consultation with the Engineer.

Step 2: Once the agitation is complete, sediment accumulated in the bottom of the well shall be removed by pumping or airlifting. The sediment removal process shall continue until the discharge is visibly clear. The discharge shall be contained in a tank until released as wastewater in accordance with these specifications (General Requirements, Section 1.17). These same general requirements apply to solids generated during the work.

2.10 Mechanical Cleaning

Mechanical cleaning of each screened interval shall be accomplished by injecting, swabbing and pumping (or airlifting). The swabbing tool (double surge block) shall be sized to allow approximately one inch of clearance between the tool (surge block circumference) and the screen. The following procedure shall be performed:

Step 1: An NSF-approved surfactant and biodispersant shall be injected during the swabbing to enhance mobilization of materials clogging the well screen and near well environment. The chemical solution shall be at a concentration consistent with manufacturer specifications and of a volume equal to 1.5 times the standing well volume. (See General Requirements, Section 1.4 for the standing well volumes.) Only potable water shall be used to prepare the chemical solution. This process shall be performed on the deepest part of the screened interval first and then progress to the shallowest portion of the screened interval in 10-foot sections. Each 10-foot section shall be swabbed for approximately 20 minutes at a slow rate that will not damage the well.

Step 2: Once chemical addition is complete, water shall be removed by pumping or airlifting at a rate of no less than 200 gallons per minute simultaneous with swabbing. The swabbing shall begin slowly and progress to a faster action only when doing so will not damage the well. The swabbing shall progress in 10-foot sections from the shallowest to deepest portions of the well. The amount of settleable solids in the discharge shall be evaluated as the swabbing progresses. The process shall continue for at least 60 minutes per 10-foot section. The process shall continue for each screened interval until the discharge is visibly clear and contains less than 10 parts per million settleable solids as estimated using an Imhoff cone.

Step 3: Once the swabbing is complete, sediment accumulated in the bottom of the well shall be removed by pumping or airlifting. The sediment removal process shall continue until the discharge is visibly clear.

Step 4: The discharge from all mechanical cleaning work shall be contained in a tank until released as wastewater in accordance with these Technical Specifications (General Requirements, Section 1.17). These same general requirements apply to solids generated during the work.

2.11 Chemical Cleaning

Chemical cleaning of each screened interval shall be accomplished by injecting, swabbing and pumping (or airlifting). The treatment solution will consist of 5 percent hydrochloric acid with an inhibitor and a biodispersant. Any on-site preparation of chemical solutions shall be conducted such that no vapors migrate off-site. Due to the close proximity of the public at each site an exclusion zone to be implemented in the field for each site shall be identified in the health and safety plan submitted by the Contractor.

Only potable water shall be used to prepare the treatment solution. The Contractor may choose methods for obtaining water at a higher rate than available on-site. Prior to water being transported to the site the Contractor must provide certification to the Engineer that the tanks used have been thoroughly cleaned prior to use or have only previously been used to transport potable water. All chemicals used shall be NSF-approved. The following procedure shall be performed:

Step 1: A chemical solution with a volume equal to 1.5 times the standing well volume shall be added to the well. (See General Requirements, Section 1.4 for the standing well volumes.) The addition shall be accomplished by injecting through a double surge block and swabbing the chemical solution into the well screen. **Because significant amounts of calcium carbonate are present in the wells, the acid solution shall be injected slowly in order to avoid a violent chemical reaction.** This process shall be performed on the deepest part of the screened interval first and then progress to the shallowest portion of the screened interval in 10-foot sections. Each 10-foot screen section shall be swabbed for at least 20 minutes at a slow rate that will not damage the well.

Step 2: Once the chemical addition is complete, the pH shall be 1) measured and compared to the pH before the acid was injected and 2) monitored hourly until the pH stabilizes. If the pH rises above 3.0 at any point in the pH monitoring process, an additional volume of chemical solution shall be added using the above-described process and the pH monitoring begun again. Once the pH has stabilized at or below 3.0, the well will be left to stand until the next morning.

Step 3: After the well has been allowed to stand overnight, swabbing and pumping shall be performed for each screened interval as described above (Section 2.10, Step 2). The amount of settleable solids and pH in the discharge shall be evaluated as the swabbing progresses. The process shall continue for at least 60 minutes per 10-foot section. The process shall continue for each screened interval until the discharge is visibly clear, contains less than 10 parts per million settleable solids as estimated using an Imhoff cone and the pH has returned to the pretreatment level.

Step 4: Once the cleaning is complete, sediment accumulated in the bottom of the well shall be removed by pumping or airlifting. The sediment removal process shall continue until the discharge is visibly clear.

Step 5: The discharge from all chemical cleaning work shall be contained in a tank until released as wastewater in accordance with these technical specifications (General Requirements, Section 1.17). These same general requirements apply to solids generated during the work.

2.12 Post-Cleaning Spinner Logging

A spinner log shall be conducted in the presence of the Engineer to establish flow contribution along the screened interval(s) after mechanical and chemical cleanings are performed. A test pump shall be used. The target pumping rate is 550 gallons per minute. Both the pump intake and the bottom of any conduit used to guide the spinner log tool past the pump shall be located at least 100 feet below the static water level and no deeper than ten feet above the top of the shallowest screened interval. A Rossum sand tester shall be used to establish the sand content of the discharge. A report on the spinner logging and the sand testing results shall be provided to the Engineer within 48 hours of performing the work and before subsequent tasks are performed.

2.13 Additional Mechanical and Chemical Cleaning

Based upon the results of the post-cleaning spinner logging, additional mechanical and chemical cleaning may be required. The need and extent of this additional work will be determined through consultation with the Engineer.

2.14 Post-Cleaning Video Survey

A detailed video survey shall be performed after the previous tasks have been completed and in the presence of the Engineer. The video logging shall be in color, include down-hole viewing and side-scan viewing (with 360 degree capability), and extend to the total well depth. Potable water shall be added to the well at a slow rate (approximately 5 gallons per minute) for at least 8 hours before the video logging in order to reduce suspended sediment and improve viewing conditions. The log will methodically inspect the casing and screened interval(s) in order to assess the post-cleaning condition. The Contractor shall provide two copies of the video log on DVD to the Engineer within 48 hours of completing the video and before subsequent tasks are performed.

2.15 Deviation Survey

A deviation survey shall be performed to evaluate the extent to which the well may be out of plumb. A report on the well drift and alignment shall be provided to the Engineer within 48 hours of performing the survey.

2.16 Test Pumping

Test pumping shall be performed to establish the hydraulic performance of the well and provide data for additional analysis by the Engineer. The Contractor shall provide a test pump appropriate for determining the maximum sustainable pumping rate for the well. The pump intake shall be set approximately 20 feet above the top of the shallowest screened interval. All water level data recorded during the testing shall be provided to the Engineer within 48 hours of test completion. The following procedure shall be performed:

Step 1: The pumping rate shall be adjusted until a rate is found that stresses the well near its maximum sustainable rate. During the adjustment process, the pumping rates and resulting water levels shall be monitored and recorded. Once the pump has been adjusted to near the maximum sustainable pumping rate, the well shall be pumped for one to two hours with the pumping water level monitored and recorded every five minutes. The pumping water level shall not be allowed to fall so low that the pump cavitates. If pump cavitation occurs, the pumping rate shall be reduced to eliminate cavitation. The well shall be pumped at the adjusted rate for a minimum of one hour with the pumping water level monitored and recorded every five minutes.

Step 2: A step-discharge test shall be performed on the well. The test will not begin until the non-pumping water level in the well has stabilized near the level observed before Step 1 was performed. The well will be pumped in four steps at successively higher rates. The rates shall be approved by the Engineer before the test begins. The range of these pumping rates may vary from 50% to 100% of the estimated maximum sustainable pumping rate of the well determined in Step 1. The pumping water level shall be monitored and recorded frequently during the test. The recording intervals shall be approved by the Engineer before the test begins. Each step shall continue until 1) a straight line water level trend with time is established and 2) the Engineer agrees that it is appropriate to progress to the next discharge rate. It is anticipated that each step will not last more than two hours.

Step 3: A constant rate test shall be performed on the well immediately following the step-discharge test. The pump shall remain running upon completion of the step-discharge test. The Contractor shall discuss with the Engineer any necessary adjustments to the pumping rate at the beginning of the test. The test will be run for 24 hours, and the pumping water level shall be monitored and recorded frequently during the test. The recording intervals shall be approved by the Engineer before the test begins. After 24 hours, pumping will stop and the water level in the well will be monitored and recorded for a maximum of 24 hours. The recording intervals shall be approved by the Engineer before the pumping stops. The water level monitoring shall not stop without approval of the Engineer.

Test pumping may not be allowed during or immediately after rain events. The Contractor shall seek written approval from the Engineer prior to the commencement of any test pumping.

2.17 Disinfect Well

The well screen and casing shall be disinfected. The following procedure shall be performed:

Step 1: A pH-adjusted, slightly acidic (i.e., pH 6.0 to 7.0) chlorine solution of 100 mg/l, with a volume equal to four times the standing well volume, shall be used. (See General Requirements, Section 1.4 for the standing well volumes.) Any on-site preparation of chemical solutions shall be conducted such that no vapors migrate off-site. Only potable water shall be used to prepare the treatment solution. The Contractor may consider methods for obtaining water at a higher rate than available on-site. The solution shall be added to the well by injecting through a tremie pipe or equivalent approach. This process shall start at the bottom of the well and progress to the standing water level. Each 10-foot section of screen shall be swabbed for at least 20 minutes at a slow rate that will not damage the well. The chlorine solution shall be allowed to remain in the well for at least 12 hours.

Step 2: After the well has been allowed to stand the required amount of time, water shall be removed by pumping or airlifting at a rate of no less than 200 gallons per minute. Within the screened interval(s), the pumping shall be performed simultaneous with swabbing starting at the standing water level and progressing to the bottom of the well. The swabbing shall be performed at a rate that will not damage the well and progress in 10-foot sections of the screened interval(s). Each section shall be pumped for at least 60 minutes. At least 20 well volumes shall be removed from the well. (See General Requirements, Section 1.4 for the standing well volumes.) The chlorine content in the discharge shall be evaluated as the pumping progresses, and the pumping will continue until the discharge contains no chlorine.

Step 3: The discharge shall be contained in a tank until released as wastewater in accordance with these technical specifications (General Requirements, Section 1.17). These same general requirements apply to solids generated during the work.

2.18 Wastewater Treatment and Disposal

All wastewater shall be contained in tanks until discharged. The Contractor shall employ approaches necessary to work within site space restrictions and wastewater discharge requirements. The Contractor shall comply with the discharge requirements set by the sanitary district in the wastewater discharge permit for the project (included in General Requirements, Section 1.17 and Attachment A of these specifications). The City shall verify Contractor compliance with the discharge requirements by

collecting samples and conducting chemical analysis at its laboratory. The Contractor shall accommodate delays before discharge is allowed while the chemical analyses are performed.

2.19 Waste Solids Disposal

See General Requirements, Section 1.17 and Technical Specifications, Section 2.2.

End of Section

SECTION 3 – ITEMS OF THE PROPOSAL

The items described below correspond to the items on the bid schedule. It is understood, that the Contractor shall furnish all labor, equipment, material, tools, parts and other items necessary to complete the work as described in these Special Provisions at all four well sites.

In addition, all bidders are required to provide the following:

1. Contractor qualifications
 - a. A list of key staff that will work on the project and descriptions of their experience on similar projects.
 - b. Descriptions of at least five similar projects completed during the past five years including client contact information.
 - c. A company profile including the number of years the company has been performing well screen rehabilitation.
 - d. Current C-57 Water Well Drilling and Class A contractor license numbers.
2. Details regarding specific materials, concentrations, quantities, techniques (including details for agitating the near-well environment), tool specifications, chemistry monitoring techniques (for both the well and wastewater discharge) and subcontractors to be used for work described in the Technical Specifications.
3. Details of any proposed variations from the Technical Specifications.
4. A statement that all staff that will be on-site during the handling of chemicals will be HAZWOPER trained with current annual refresher training.

ITEM 1: Pre-Mobilization Site Video

A. Description

This item shall include the creation of a video that documents above ground site conditions before the Contractor mobilizes to the site. See Section 2.1 of the Technical Specifications.

B. Measurement and Payment

Pre-Mobilization Site Video (Bid Item #1) shall be measured and paid on a lump sum basis. Measurement will be based on the percentage of work completed as determined by the City. Payment shall include full compensation for furnishing all supervision, labor, materials, tools and equipment necessary to complete this item, including transportation.

ITEM 2: Mobilization, Site Setup, Demobilization and Site Cleanup

A. Description

This item shall include the mobilization, demobilization, establishment of storage and staging areas, all materials, tools, equipment, labor, supervision and other items necessary to facilitate mobilization to the site and demobilization from each site. Other aspects of this item include 1) preparation of the site for performance of the project work, 2) providing site security, 3) providing a portable toilet and sanitation facilities, 4) per diem and 5) other costs that may not be shown as line items on the bid schedule. See Section 2.2 of the Technical Specifications. The cost for waste solids disposal shall be addressed separately as Bid Item 19.

B. Measurement and Payment

Mobilization, Demobilization and Site Setup (Bid Item #2) shall be measured and paid on a lump sum basis. The value of this item shall not exceed five percent of the total value bid for the project. Measurement will be based on the percentage of work completed as determined by the City. Payment shall include full compensation for furnishing all supervision, labor, materials, tools and equipment necessary to complete this item, including transportation.

ITEM 3: Pre-Cleaning Spinner Log

A. Description

This item shall include providing all equipment, materials and labor, as necessary to complete the spinner log at each site. A report on the spinner logging and the sand testing results shall be provided to the Engineer within 48 hours of performing the work. See Section 2.3 of the Technical Specifications.

B. Measurement and Payment

Pre-Cleaning Spinner Log (Bid Item #3) shall be measured and paid on a lump sum basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit price bid will not be adjusted should the final quantity differ upon completion of the project. Measurement will be based on the percentage of work completed as determined by the City. Payment shall include full compensation for furnishing all supervision, labor, materials, tools, equipment and other items necessary to complete this item.

ITEM 4: Traffic Control

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to provide traffic control at sites where direct discharge into a drainage inlet,

or drainage or sewer manhole is performed in a City right of way. See General Requirements, Section 1.27.

B. Measurement and Payment

Traffic Control (Bid Item #4) shall be measured and paid on a lump sum basis. Measurement will be based on the percentage of work completed as determined by the City. Payment shall include full compensation for furnishing all supervision, labor, materials, tools, equipment and other items necessary to complete this item.

ITEM 5: Brushing and Sediment Removal

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to brush the well and remove accumulated sediment. The work shall be performed in a single pass down the well. See Section 2.5 of the Technical Specifications.

B. Measurement and Payment

Sediment Removal and Brushing (Bid Item #5) shall be measured and paid on a time-and-materials basis. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to brush the well, and remove accumulated sediment.

ITEM 6: Pre-Cleaning Video Survey

A. Description

This item shall include providing all equipment, materials and labor, as necessary to complete the video survey. The video logging shall be in color, include down-hole viewing and side-scan viewing (with 360 degree capability), and extend to the total well depth. See Section 2.6 of the Technical Specifications.

B. Measurement and Payment

Video Survey (Bid Item #6) shall be measured and paid on a lump sum basis. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to complete the work.

ITEM 7: Additional Brushing and Sediment Removal

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to brush the well and remove accumulated sediment. The work shall be performed as necessary after completion of items 5 and 6. For the purposes of the bid, provide costs for performing the same scope as in Bid Item #5. See Section 2.7 of the Technical Specifications.

B. Measurement and Payment

Brushing and Sediment Removal (Bid Item #7) shall be measured and paid on a time-and-materials basis. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to brush the well and remove accumulated sediment.

ITEM 8: Screen and Casing Repair

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to repair the well screen and casing. The exact scope of this item will not be known until Bid Item #6 is completed. It is anticipated that the work will entail swaging into place a mild steel liner with a rubber sleeve and video confirmation of the work. See Section 2.8 of the Technical Specifications. For the purposes of the bid, provide costs for lining a 5-foot section of casing or screen.

B. Measurement and Payment

Screen and Casing Repair (Bid Item #8) shall be measured and paid on a time-and-materials basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit price bid will not be adjusted should the final quantity differ upon completion of the project. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to repair the well screen and casing.

ITEM 9: Agitating the Near-Well Environment

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to agitate the near-well environment. See Section 2.9 of the Technical Specifications. For the purposes of the bid, provide costs for performing a shot for every foot of screen.

B. Measurement and Payment

Agitating the Near-Well Environment (Bid Item #9) shall be measured and paid on a per lineal foot of screen basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit price bid will not be adjusted should the final quantity differ upon completion of the project. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to agitate the near-well environment.

ITEM 10A: Mechanical Cleaning (Labor & Equipment)

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to mechanically clean the well. See Section 2.10 of the Technical Specifications.

B. Measurement and Payment

Mechanical Cleaning (Bid Item #10) shall be measured and paid on a time-and-materials basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit price bid will not be adjusted should the final quantities differ upon completion of the project. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to mechanically clean the well.

ITEM 10B: Mechanical Cleaning (Chemicals)

A. Description

This item shall only include the cost of chemicals necessary to provide one complete mechanical cleaning of each well. See Section 2.10 of the Technical Specifications.

B. Measurement and Payment

Mechanical Cleaning (Bid Item #10B) shall be measured and paid on a time-and-materials basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit price bid will not be adjusted should the final quantities differ upon completion of the project. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to mechanically clean the well.

ITEM 11A: Chemical Cleaning (Labor & Equipment)

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to chemically clean the well. See Section 2.11 of the Technical Specifications.

B. Measurement and Payment

Chemical Cleaning (Bid Item #11A) shall be measured and paid on a time-and-materials basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit price bid will not be adjusted should the final quantities differ upon completion of the project. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to chemically clean the well.

ITEM 11B: Chemical Cleaning (Chemicals)

A. Description

This item shall only include the cost of chemicals necessary to provide one complete chemical cleaning of each well. See Section 2.11 of the Technical Specifications.

B. Measurement and Payment

Chemical Cleaning (Bid Item #11B) shall be measured and paid on a time-and-materials basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit price bid will not be adjusted should the final quantities differ upon completion of the project. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to chemically clean the well.

ITEM 12: Post-Cleaning Spinner Logging

A. Description

This item shall include providing all equipment, materials and labor, as necessary to complete the spinner log. See Section 2.12 of the Technical Specifications.

B. Measurement and Payment

Post-Cleaning Spinner Log (Bid Item #12) shall be measured and paid on a lump sum basis. Measurement will be based on the percentage of work completed as determined by the City. Payment shall include full compensation for furnishing all supervision, labor, materials, tools, equipment and other items necessary to complete the work.

ITEM 13: Post-Cleaning Video Survey

A. Description

This item shall include providing all equipment, materials and labor, as necessary to complete the video survey. The video logging shall be in color, include down-hole and side-scan viewing (with 360 degree capability), and extend to the total well depth. See Section 2.14 of the Technical Specifications.

B. Measurement and Payment

Video Survey (Bid Item #13) shall be measured and paid on a lump sum basis. Measurement will be based on the percentage of work completed as determined by the City. Payment shall include full compensation for furnishing all supervision, labor, materials, tools, equipment and other items necessary to complete this item.

ITEM 14: Deviation Survey

A. Description

This item shall include providing all equipment, materials and labor, as necessary to complete the deviation survey. See Section 2.15 of the Technical Specifications.

B. Measurement and Payment

Deviation Survey (Bid Item #14) shall be measured and paid on a lump sum basis. Measurement will be based on the percentage of work completed as determined by the City. Payment shall include full compensation for furnishing all supervision, labor, materials, tools, equipment and other items necessary to complete this item.

ITEM 15: Test Pumping

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to test pump the well. See Section 2.16 of the Technical Specifications.

B. Measurement and Payment

Test Pumping (Bid Item #15) shall be measured and paid on a lump sum basis. Measurement will be based on the percentage of work completed as determined by the City. Payment shall include full compensation for furnishing all supervision, labor, materials, tools, equipment and other items necessary to complete this item.

ITEM 16A: Well Disinfection (Labor & Equipment)

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to disinfect the well. See Section 2.17 of the Technical Specifications.

B. Measurement and Payment

Well Disinfection (Bid Item #17) shall be measured and paid on a time-and-materials basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit prices bid will not be adjusted should the final quantity differ upon completion of the project. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to disinfect the well.

ITEM 16B: Well Disinfection (Chemicals)

A. Description

This item shall only include the cost of chemicals necessary to provide one complete chemical treatment of each well. See Section 2.17 of the Technical Specifications.

B. Measurement and Payment

Well Disinfection (Bid Item #17) shall be measured and paid on a time-and-materials basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit prices bid will not be adjusted should the final quantity differ upon completion of the project. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to disinfect the well.

ITEM 17: Wastewater Treatment and Disposal

A. Description

This item shall include all materials, tools, equipment, labor, parts and other items necessary to treat and dispose of wastewater generated by the project. See Section 2.18 of the Technical Specifications.

B. Measurement and Payment

Wastewater Treatment and Disposal (Bid Item #17) shall be measured and paid on a time and materials basis. Although a quantity is given for this item for purposes of identifying the low bidder, the unit prices bid will not be adjusted should the final quantity differ upon completion of the project. Measurement will be based on the

amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary for proper wastewater treatment and disposal.

ITEM 18: Waste Solids Disposal

A. Description

This item shall include providing all equipment, materials, and labor as necessary to dispose of waste solids generated during the project. See Section 2.19 of the Technical Specifications.

B. Measurement and Payment

Waste Solids Disposal (Bid Item #19) shall be measured and paid on a lump sum basis. Measurement will be based on the amount of work completed as determined by the City. Payment shall include full compensation for furnishing all materials, tools, equipment, labor, parts and other items necessary to properly dispose of waste solids generated during the project.

(END OF SECTION)

ATTACHMENT A

Sanitary District Wastewater Discharge Permit(Draft)

5. All wastewater must be discharged to **specific manholes** as described in approvals from appropriate collection agencies:

WELL NUMBER Address	Discharge MH, Address/Location	Max. Discharge Rate	Approval Info	Notification* Ph. Number
<u>Well 134</u> 340 Bell Ave.	See approval email for details **Bell Avenue (MH #303) ***Austin Street (MH #302 or 305)	See approval email for details ** 140 gpm ***400 gpm	approval email from the City of Sacramento Assistant Civil Engineer Roxanne Dilley dated October 11, 2011	N/A
<u>Well 154</u> Dry Creek Rd. at Magpie Creek (between Neal Rd.&Ascot Ave.)	SRCS D Dry Creek Interceptor, using MH #N17-MH0047A, connected to a 42" pipe in Rose Street (approx. 65 ft. north of the intersection of Rose St. and Rood Ave.)	400gpm	SASD/SRCS D Capacity Memo dated October 12, 2011	875-9178
<u>Well 156</u> 1800 Tribute Rd.	SASD MH #340-158-1002, connected to an 8" pipe in the cul-de-sac of Tribute Rd.	200gpm	SASD Capacity Memo dated October 14, 2011	876-6164
<u>Well 159</u> 300 Bowman Ave.	SASD MH #346-149-1026, connected to a 6" pipe in Bowman Ave. (approx. 702ft. east of the intersection of American Ave. & Bowman Ave.)	100gpm Discharge is not permitted during and 48 hours after measurable precipitation	SASD Capacity Memo dated October 14, 2011	876-6164

*At least 48 hours prior to initiating discharge event for each well permittee is to call the corresponding phone number listed in the table above. Provide the following information: permit number (**TDP-110##**), company name, contact name, contact phone number, and date and time of anticipated discharge. This is required for the purpose of monitoring SASD and/or SRCS D facilities.

6. The pH of the wastewater discharged to the sewer must be 5 or greater and less than 12.5.
7. If needed, wastewater must be treated to eliminate silt and sand prior to discharge into the sewer.
8. An in-line volumetric flow meter must be installed in the discharge line to measure the rate of discharge (gpm) and total volume (gallons) discharged to sewer.
9. The discharge hose must be placed at the bottom of the manhole and in the direction of flow to minimize scouring and other damage to manholes associated with high-pressure discharges.
10. No cross connection between domestic water supply and sewer conduits may occur unless there is provided a backflow prevention device approved for the potential hazard. See Uniform Plumbing Code 602 and 603 for approved backflow devices.

11. A **closure report** must be submitted to this office at the completion of all discharge activities and no later than January 15, 2013. The report must include the start and stop date(s) of the discharge and the total volume(s) discharged.
12. Well 134 is located within the City of Sacramento collection system, which may have additional discharge requirements. The permittee is required to check with all applicable local agencies for any restrictions and/or requirements.
13. Permittee is to call Sabina Rynas (916) 876-6522 at least 48 hours prior to initiating discharge for an inspection appointment.

In addition to the above limitations and requirements, the permittee is responsible for determining if any other permits are required for activities performed under this permit including, but not limited to, an encroachment permit.

The permittee assumes the responsibility for assuring that all proper safety procedures are followed concerning the opening of manhole lids. Responsibilities include, but are not limited to, testing the atmosphere in the sewer system before opening the manhole lid, directing traffic, assuring that all personnel are equipped with the proper personal protective equipment and clothing, and securely replacing the manhole lid. Under no circumstances will a person enter the sewer manhole.

The permittee must comply, at a minimum, with all applicable standards outlined by Cal OSHA and any additional Federal, State, and local rules, regulations, and standards for workplace safety relating to the permit activity.

Strict adherence to these conditions is required. Failure to comply may result in sanitary sewer overflows for which the permittee will be held directly responsible.

THIS PERMIT EXPIRES December 31, 2012

Sacramento Regional County Sanitation District

By: _____

Linda Stevens
Supervising Environmental Specialist
Wastewater Source Control Section

ATTACHMENT B

Neighborhood Notification Letter

(CITY LETTER HEAD)

Dear Resident,

The City of Sacramento, Department of Utilities, awarded a construction contract to our firm, **(Contractor)** to perform a well rehabilitation project in your neighborhood.

During the course of the project, temporary sidewalk and street detours adjacent to the well site may occur. In addition, on-street parking may be temporarily unavailable to accommodate traffic and construction work. 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 remind you to observe the construction signs. We realize this 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

Construction work is scheduled to begin in your neighborhood on _____.

The anticipated project completion date is _____.

Thank you for your cooperation on this important project.

Sincerely,

Contractor Representative

cc: **Project Manager**
Jessica Hess
City Council Member's A